#### RASHTRIYA ISPAT NIGAM LIMITED

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### CORRIGENDUM NO. 3 DT. 14.05.2025

# TO GLOBAL TENDER NOTICE FOR PROCUREMENT OF IRON ORE LUMPS (10-40MM)

### Global Tender No. / RFx No. 2100020329 dt. 21.04.2025

#### A. Part-XIII & Part-XIV added to the Global Tender:

1.

#### **PART-XIII OF TENDER DOCUMENTS**

# FORMAT NON-COLLUSIVE TENDERING CERTIFICATE (To be signed by an authorized person on the Tenderer's behalf)

To RINL-VSP.

Dear Sir/ Madam.

Non-Collusive Tendering Certificate for {RFQ/ Tender No. ( ) Date ( )}

- 1. We, (name(s) of the tenderer(s)) of (address (es) of the tenderer(s)) refer to the bid/ offer against (the "Tender").
- Non-collusion

We represent and warrant that in relation to the Tender:

- (a) Our bid was developed genuinely, independently and made with the intention to accept the Contract if awarded;
- (b) Our bid was not prepared with any agreement, arrangement, communication, understanding, promise of undertaking with any person (including any other tenderer or competitor) regarding:
- i) Prices;
- ii) Methods, factors or formulas used to calculate prices;
- iii) An intention or decision to submit a bid;
- iv) An intention or decision to withdraw a bid;
- v) The submission of bid that does not conform with the requirements of the tender:
- vi) The quality, quantity, specifications or delivery particulars of the products or services to which this tender relates; and
- vii) The terms of the bid, and we undertake that we will not, prior to the award of the Contract, enter into or engage in any of the foregoing.
- 3. Disclosure of in case of Job/ Project Contracts

We understand that we are required to disclose all intended sub-contracting arrangements relating to the Tender to the RINL, Place -----, including those which are entered into after the Contract is awarded. We warrant that we have duly disclosed and will continue to disclose such arrangements to the RINL, Place ---

4. Consequences of breach or non-compliance

We understand that in the event of any breach or non-compliance with any warranties or undertakings in this certificate, the RINL, Place ------ may, at its discretion, invalidate our bid, exclude us in future tenders, pursue damages or other forms of redress from us (including but not limited to damages for delay, costs and expenses of re-tendering and other costs incurred), and /or (in the event that we are awarded the Contract) terminate the Contract.

Signed for and on behalf of the (tenderer) Signature:

Name: Position:

Date:

#### Note:

Para 2(b) is not applicable to Agreements, arrangements, communications, understandings, promises or undertakings with:

- (a) RINL, Place;
- (b) A joint venture partner, where joint venture agreements, arrangements, relevant to the bid exist and which are notified to the RINL, Place ;
- (c) Consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular consultancy arrangement or sub-contract;
- (d) Professional advisers, provided that the communications are held in strict confidence and limited to the information required for the adviser to render their professional advice in relation to the Tender;
- (e) Insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement; and
- (f) Banks for the purpose of obtaining financing for the contract, provided that the communications are held in strict confidence and limited to the information required to facilitate that financing.

2.

#### **PART-XIV OF TENDER DOCUMENTS**

## FORMAT FOR UNDERTAKING TO BE SUBMITTED/ UPLOADED BY BIDDER ALONG WITH THE TENDER DOCUMENTS

I		.(Name an	d Des	ignation)	appointed	as	the
attorney/ authorize	zed signatory of the bidder	(including		its	con	stitue	ents)
M/s	(herein after	called	the	bidder)	for		the
purpose of the	Tender Documents for				as per th	ne te	nder
No	of (RINL), do he	ereby solemi	nly affiri	m and state	e on the beh	nalf o	f the
bidder including	its constituents as under:						

- 2.I. I/We the bidder(s) am/are signing this document after carefully reading the contents of the above mentioned tender.
- 3.I/We declare and certify that I /we have not made any misleading or false representation anywhere in the tender submitted including the annexures thereto.

4.I/We also understand that my/ our offer will be evaluated based on the documents/ credentials submitted along with the offer and same shall be binding upon me/us.

5.I/We declare that the information and documents submitted along with the tender documents by me/ usare complete and correct and I /we are fully responsible for the authenticity and correctness of the information and documents, submitted by us.

6.I/We understand that at any time during process for evaluation of tenders, if any information /document submitted by me / us are found to be suppressing facts / forged / false / fabricated / fudged or incorrect, it shall lead to forfeiture of the EMD, if submitted, besides banning under the extant Guidelines for Banning of Business Dealings of RINL and initiating any legal action as deemed fit by RINL. Further, I/we (Name of the Bidder) and all my/ our constituents understand that my/ our offer shall be summarily rejected.

7.I/We also understand that at any time after award of contract, if the certificate(s) submitted by me / us are found to be suppressing facts / false/ forged/ fabricated / fudged or incorrect, it may lead to termination of the contract, along with forfeiture of EMD / SD and Performance Guarantee if submitted, besides any other action provided in the contract including banning under the extant Guidelines for Banning of Business Dealings of RINL and initiating any legal action as deemed fit by RINL.

(SEAL AND	SIGNATURE	OF THE	BIDDER)
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Place: Date:

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**GENERAL MANAGER (MM)I/c**