

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687789018522

अनुबंध तिथि | Generated Date : 15-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4577760](#)

अनुसूची नाम | Schedule Name: Schedule 3

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार Type : Central PSU मंत्रालय Ministry : Ministry of Steel विभाग Department : NMDC STEEL Limited संगठन का नाम Organisation Name : NMDC STEEL Limited कार्यालय क्षेत्र Office Zone : NMDC Iron Steel Plant Jagdalpur Bastar CG 494001	पद Designation : BUYER EXE 5 संपर्क नंबर Contact No. : - ईमेल आईडी Email ID : buyer9.nsl.cg@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : NMDC STEEL LIMITED, C/o NMDC Iron & Steel Plant, Nagarnar, postbox no.2, Jagdalpur, Dist .Bastar, CG 494001, BASTAR, CHHATTISGARH-494001, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: ED वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: ED	Role: PAO भुगतान का तरीका Payment Mode: Internet Banking पद Designation : SM FIN ईमेल आईडी Email ID : pao1.nsl.or@gembuyer.in जीएसटीआईएन GSTIN : 22AAFNCN3661C1ZX पता Address : NMDC STEEL LIMITED, C/o NMDC Iron & Steel Plant, Nagarnar, postbox no.2, Jagdalpur, Dist .Bastar, CG 494001, Bastar, CHHATTISGARH-494001, India

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : 6DAB190000827403 कंपनी का नाम Company Name : M/S LUBREX ENTERPRISES संपर्क नंबर Contact No. : 09431378540 ईमेल आईडी Email ID : lubrex.bokaro@gmail.com पता Address : II/C-71, Industrial Area, Industrial Area, Balidih, Bokaro, JHARKHAND-827014, - एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-JH-01-0001932 एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN: 20ADIPJ2930R1ZG (B) , (R) , (M)

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

वितरण निर्देश | Delivery Instructions : NA

उत्पाद विवरण Product Details						
#	आइटम विवरण Item Description	आइटम विवरण Ordered Quantity	इकाई Unit	इकाई मूल्य (INR) Unit Price (INR)	कर विभाजन (INR) Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित) Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम Product Name : DRILL BIT 50 TUNGSTEN CARBIDE 45 EN 8 ब्रांड Brand : LUBREX ENTERPRISES ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: DRILL BIT एचएसएन कोड HSN Code: 73181190	180	NUMBER	513	NA	92,340
कुल ऑर्डर मूल्य Total Order Value (in INR)						92,340

परोक्षी विवरण Consignee Detail						
क्र.सं. S.No	परोक्षी Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	दिलोक के बाद डिलीवरी शुरू करना है Delivery Start After	वितरण पूरा कब तक करना है Delivery To Be Completed By
	पद Designation : -					

1	ईमेल आईडी Email ID : buycon104.nl.cg@gembuyer.in संपर्क Contact : - जीएसटीआईएन GSTIN : - पता Address : NMDC STEEL LIMITED, C/o NMDC Iron & Steel Plant, Nagarnar, postbox no.2, Jagdalpur , Dist .Bastar, CG 494001, BASTAR, CHHATTISGARH-494001, India	DRILL BIT 50 TUNGSTEN CARBIDE 45 EN 8	-	180	15-Apr-2024	15-Apr-2025
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विनिर्देश | Specification1

[विशिष्टता दस्तावेज़ | Specification Document](#)

[क्रेता बीओक्यू दस्तावेज़ | Buyer BOQ Document](#)

[बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

टिप्पणी | Note: Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

टिप्पणी | Note: Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

शुद्धिपत्र | Corrigendum

1. तक बढ़ाया गया | Extended Upto : 2024-02-23 15:00:00
2. GeM-Bidding-Corr-5999058-3.pdf : [यहां क्लिक करें | click here](#)

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक | Advisory Bank :

NA

ईपीबीजी प्रतिशत (%) | ePBG Percentage(%) :

NA

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2.2 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

SP-2219 (For NSL Ref.) ATC (Additional terms & Condition)

PQC (Pre-qualification Criteria) :

-

The prospective tenderer i.e. manufacturer and / or its authorized distributor / Dealer / Channel partner must have supplied quantity (as per Table 1) of same or similar items in any Steel Manufacturing Industry (Govt. / Private) during the last 5 years ending last day of the month previous to the one in which tender are invited.

Where the tenderer is an authorized dealer of the OEM, such tenderer may submit documents of OEM for satisfying the above Pre-Qualifying Criteria supplied either through them (or) through their OEM.

TABLE 1

S.No.	Short Description	UOM	PQC Quantity
1	DRILL ROD OF MINIMUM 25 MM DIA	Nos.	1200
2	ROUND BAR OF MINIMUM 25 MM DIA	Nos.	1400
3	TUNGSTEN CARBIDE DRILL BIT OF MINIMUM 50 MM DIA	Nos.	1300

To fulfill the above PQ Criteria the party has to submit PO and Delivery challans / copy of the tax invoice for the same or similar items

If the prospective tenderer fails to submit the above documents then the offer will be summarily rejected.

2. General terms and condition:

- a. Inspection Plan: Inspection at NSL Stores, MTC to be submitted by vendor.
- b. Sample required/ not required: 10 No's of all line items from all the vendors to be delivered within 45 days from placement of PO.
- c. Splitting Criteria: Quantity will be distributed as per following:

L1 bidder	60%
L2 bidder	25 % subject to matching with L1 price
L3 bidder	15% subject to matching with L1 price.
Note	<p>1. In case L2 and / or L3 bidder (s) are not agree to match with L1 price than next higher bidder (s) and so on will ask to match with L1 price for 25% & 15% tender quantity respectively.</p> <p>2. In case only 01 bidder is agreed to match with L1 price than balance 40% tender quantity to be awarded to that bidder.</p> <p>3. In case none of the bidder is agreed to match with L1 price than full tender quantity to be awarded to L1 bidder.</p> <p>4. Quantity distribution shall be as per GeM provision.</p>

d. Delivery Details: The material should be delivered:

Sr. No	Item Description	UOM	Required Quantity	1st Lot (3 months)	2nd Lot (3 months)	3rd Lot (3 months)	4th Lot (3 months)
1	DRILL ROD 38 SAE1045 HOT ROLLED 5300 12	Nos.	12000	3000	3000	3000	3000
2	ROUND BAR 45C8(CL4)IS:1875-92 38MMX5350MM	Nos.	14400	3600	3600	3600	3600
3	DRILL BIT 50 TUNGSTEN CARBIDE 45 EN-8	Nos.	1200	300	300	300	300
4	DRILL BIT 55 TUNGSTEN CARBIDE 45 EN-8	Nos.	3600	900	900	900	900
5	DRILL BIT 60 TUNGSTEN CARBIDE	Nos.	7200	1800	1800	1800	1800

	50 EN-8						
6	DRILL BIT 70 TUNGSTEN CARBIDE 50 EN-8	Nos.	1200	300	300	300	300

Ø The above quantity to be delivered within 3 months from issuance of PO. Thereafter the same quantity to be delivered in every 3 months. The total order to be completed in 12 months period. The quantity to be delivered as per allocated percentages.

- e. Packing Details: 25 No's to be bundled with steel wrap for each line item 1 and 2. For line items 3, 4, 5 and 6 to be boxed suitably.
- f. PDI/TPI: Not required.
- g. Colour coding to be done by these 3 parties (L1-Green, L2-Yellow and L3-Red).
3. **Earnest Money Deposit (EMD):**
- a. Your Bid must be accompanied by EMD OF value Rs. 14,81,952 /- (Fourteen Lakh Eighty-One Thousand Nine Hundred Fifty-Two Rupees Only) by online payment through Bank. Bidders intending to submit Earnest Money deposit online may follow following link and procedure:
- b. Open the web portal: <https://www.onlinesbi.com/prelogin/collecthome.htm>
- (i) Click Check Box to proceed for payment "I have read and accepted the terms and conditions stated above"
- (ii) Click "Proceed" Button.
- (iii) Select State of Corporate/Institution * as "Chhattisgarh" and select Type corporate/Institution *as" PSU-PUBLIC SECTOR UNDERTAKING" and click "Go".
- (iv) Select from PSU-PUBLIC SECTOR UNDERTAKING* name as "NATIONAL MINERAL DEVELOPMENT CORPORATION LIMITED" and Click "Submit".
- (v) Select payment Category * as "OUTSIDERS FOR NISP NAGARNAR"
- vi) Bidder may fill up their relevant details as Name, Address, GST No, contact person Mobile no., Purpose (EMD/Tender paper Cost /Security Deposit, whichever is applicable as applicable), Amount (as per tender), Remarks.
- vii) Bidder may also enter details such as Name, Date of Birth (For Person Banking)/Incorporation (For Corporate Banking) & Mobile Number. This is required to reprint the e-receipt/ remittance (PAP) form, if need arises.
- viii) Bidder may confirm the details and proceed for payment.
- ix) NSL will not be responsible for incorrect/Wrong payment (s) made by the bidder and delay in transaction. Further, if respective amount of EMD Cost (as stipulated in tender) is not received by NSL within due date and time of submission of tender, the corresponding tender of non- exempted bidder(s) will be rejected.
- x) The copy of receipt(s) generated after successful payment of EMD Cost to be attached with the tender in technical bid document (as applicable), otherwise the corresponding tender of non-exempted bidder(s) will be rejected. The acceptance of the receipt is subject to verification.
- xi) Non-exempted bidder has to pay online for as aforesaid, separately for EMD.
- c. Copies of Proofs of EMD, Documents towards exemption of submission of EMD OF should be uploaded on G eM portal. Those offers complying above condition will only be considered.
- d. Tender should be accompanied by Earnest money Deposit (EMD) for the amount stipulated above through online mode in favor of "NMDC Steel Limited", Payable at SBI, Nagarnar
- e. NSL will not be responsible for incorrect/Wrong payment (s) made by the bidder and delay in transaction. Further, if respective amount of EMD Cost (As stipulated in tender) is not received by NSL within due date and time of submission of tender, the corresponding tender of non- exempted bidder(s) will be rejected.
- f. The copy of receipt(s) generated after successful payment of EMD Cost to be attached with the tender, otherwise the corresponding tender of non-exempted bidder(s) will be rejected. The acceptance of the receipt is subject to verification.

The guidelines against EMD exemption shall be as per GEM GTC.

4. PENALTY:

- a) If the seller fails to deliver any or all of the Goods within the original / re-fixed delivery period specified in the contract or as given by the NSL, the buyer will be entitled to deduct / recover the Liquidated damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week for the undelivered portion or part of the week or part of the week of delayed period as pre-estimated damages not exceeding 5% of the contract value without any controversy/ dispute of any sort whatsoever.
- b) Under the above circumstances, NSL reserves the right to cancel the order or make alternative purchase of the materials of similar description from elsewhere at the risk and cost of the supplier duly giving an advance notice of 30 days to this effect and in such an event the seller will be liable to pay any losses that may be incurred by the buyer.
- c) Except for the reasons specified in the Force Majeure Clause, the Corporation shall have the right to levy the penalty as already provided.
- d) All correspondence in connection with the above may be addressed to the GM (Materials), NMDC Steel Limited, Nagarnar, Jagdalpur.

5. **SECURITY DEPOSIT:** In the event of placement of an order, the supplier shall submit a Bank Guarantee towards security deposit to the Paying Officer of NMDC Steel Limited, Nagarnar @5% of the basic cost of material within 30 days of Acceptance of tender. The Security Deposit bears no interest and is refundable after satisfactory completion of delivery period. Security Deposit can be submitted in the form of BG in prescribed form (As per format enclosed) valid for the delivery period plus 3 months. The BG shall be submitted from a Nationalized bank/scheduled commercial Bank in India. As per annexure(I)

ANNEXURE - I

GUARANTEE BOND FOR SECURITY DEPOSIT

(TO BE USED BY ALL NATIONALISED BANKS/ SCHEDULED COMMERCIAL BANKS)

1. In consideration of NMDC Steel Limited, having agreed to exempt _____ (hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement no. _____ dated _____ made between _____ and _____ and _____ for (hereinafter referred to as "the Bank") do hereby undertake to pay to the NMDC Steel Limited, Jagdalpur an amount not exceeding Rs. _____ /- against any loss or damage caused to or suffered or would be caused to or suffered by the NMDC Steel Limited, Jagdalpur by reason of any breach by the said Contractor(s) of any of the terms and/or conditions contained in the said Agreement .

2. We _____ Bank Limited, do hereby undertake to pay the amount due and payable under this guarantee without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor, merely/on a demand from NSL stating that the amount claimed is due by way of loss or damage caused to or would be said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the said Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ____/-.

3. We _____ Bank Limited, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the NSL under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till _____ NSL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the guarantee. The Corporation is at liberty to ask the Bank before the expiring of this Bank Guarantee to extend the validity/term of the Bank Guarantee from time to time.

4. We _____ Bank Limited, further agree with the NSL that the NSL shall have fullest liberty without our consent and without affecting in any manner or obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the NSL, against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of NSL or any indulgence by NSL to the said Contractor(s) or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. We, _____ Bank Limited, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the NMDC Steel Limited (NSL), in Writing.

Dated the _____ day of _____ 20__

For _____ Bank Limited

6. INTEGRITY PACT:

The Tenderer is required to accept the "Integrity Pact" enclosed along with the ATC and shall submit the same duly signed along with the offer in Part-A: Technical bid of GeM Portal. The format for Integrity Pact is enclosed. The procedure for submission of Integrity pact would be as follows:

- a) The bidder should submit the integrity pact document on its Company's letter head, duly signed by the authorized representative on all pages.

- b) If the Bidder / Contractor is in a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members including overseas consortium members.
- c) On behalf of NMDC Steel Ltd, the Integrity Pact will be signed by the authorized nominee on receipt of Integrity Pact signed by the Bidder.
- d) The Integrity Pact shall be submitted in Technical Bid. The Bidder should not change the contents of Integrity Pact.
- e) The bidder should abide by the conditions given in the IP document enclosed along with the tender document.
- f) All the pages of the Integrity Pact should be signed by both, the principal as well as the bidder.
- g) Prospective bidders should submit in Technical Bid of the tender, a certificate on prescribed format, indicating their confirmation for completeness of Integrity pact (Annexure-III). The bidder should mention in the letter of Undertaking that "they will abide by the provision of the Integrity Pact".
- h) A person signing integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.
- i) The details of the External Independent Monitors nominated for this tender are given hereunder:

Sl. No.	Name of the External Independent Monitor & Address
1.	Shri. Venugopal K. Nair, IPS (Retd.), Email: vgknair@gmail.com
2.	Shri. Anup Krishan Mehra, Director (Commercial), MOIL, (RETD) Email: anupmehra1955@gmail.com
3.	Shri.VISHVAPAVAN PATI, IPoS(Retd.), EMAIL: vpati_2000@yahoo.com, pativishvapavan@gmail.com

Note:

- The bidder should submit the integrity pact document on its Company's letter head, duly signed by the authorized representative on all pages. In case of non-receipt of any bid/offer without accompanying Integrity Pact (wherever mandated, as per terms of the tender), the respective bid/ offer shall be considered to be non-responsive & summarily rejected.

ANNEXURE- II

INTEGRITY PACT FORMAT

Between

NMDC Steel Limited 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, contract/s for (Description of the Equipment). The Principal values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relation with its Bidder/s and /or Contractor/s.

In order to achieve these goals, the Principal Cooperates with the renowned international Non-Governmental Organization “Transparency International” (TI). Following TI’s national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process from the beginning till execution of the contract for compliance with the principles mentioned HEREIN.

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:-

I.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 him/herself or third person, any material benefit which he/she is not legally entitled to.

II.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 could obtain an advantage in relation to the tender process or the contract execution.

III.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 relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary action.

SECTION – 2 Commitments of the Bidder/Contractor

(1) The Bidder / Contractor commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

I. The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to the Principal, to any of the Principal's employee involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.

II. The Bidder / Contractor will not enter with other Bidders into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or action to restrict competitiveness.

III. The Bidder / Contractor will not commit any criminal offence under the relevant Anti-corruption Laws of India, further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

IV. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is 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.

(3) The Bidder / Contractor may indicate the advantage of his offer compared to the tender terms and conditions. The Bidder / Contractor shall not make any commitment whatsoever on the offers / products of other bidder(s) thereby influencing the principal to take a decision of the former.

Section 3 – Disqualification from tender process and exclusion from future contract

1. If the Bidder, before contract award, has committed a serious transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.
2. If the Bidder/Contractor has committed a serious transgression through a violation of section – 2 such as to put his reliability or credibility into question, the principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by 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 with the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
3. If the Bidder / Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Forfeiture of Earnest Money Deposit/Security Deposit

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to forfeit the bidders Earnest Money Deposit.
- (2) If the Principal has terminated the contract according to section – 3, or if the Principal is entitled to terminate the contract according to section – 3, the principal shall be entitled to forfeit the Earnest Money Deposit/Security Deposit.

Section 5 – Previous Transgression

- (1) The Bidder declares that no previous transgression occurred in the last three years with any other company in any country confirming to the TI approach or with any other Public Sector Enterprise in India that could justify its exclusion from the tender process.
- (2) If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all bidders/contractors/sub-contractors.

- (1) The bidder/contractor undertakes to demand from all sub-contractors the commitment consistent with this integrity pact, and to submit it to the Principal before contract signing.
- (2) The principal will enter into agreement with identical conditions as this one with all bidders, contractors and sub contractors.
- (3) The principal will disqualify from the tender process all bidders who do not sign this pact and submit it to the Principal along with the offer.

Section 7 – Criminal charges violating Bidders/Contractors/Sub-Contractors

If the principal obtains knowledge of conduct of a Bidders/Contractors/Sub-Contractors, or of an employee or a representative or an associate of a Bidders/Contractors/Sub-Contractors which constitutes corruption, or if the principal has substantive suspicion in this regard, the principal will inform the vigilance office.

Section 8 – External Independent Monitor

- (1) The principal appoints competent and credible external independent Monitor for this Pact. The task of the monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- (2) The monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman of the Board of the Principal.
- (3) The Monitor has the right of access without restriction to all Projects documentation of the Principal. The Contractor will also grant the monitor, upon his request and demonstration of a valid interest, unlimited access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will regularly submit a written report to the Chairman of the Board of the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairman of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairman has not, with reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidder's 6 months after the contract has been awarded.

Section 10 – Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the Principal.
- (2) Changes and supplements as well as termination notices need to be made in writing: Side agreements have not been made.
- (3) A person signing integrity pact shall not approach the court while representing the matters to IEMs and he/ she will await their decision in the matter.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal

For the Bidder/Contractor

Place _____

Witness 1 : _____

Date _____

Witness 2: _____

NOTE: The Integrity Pact should be submitted by the Bidder in their Company's Letter-Head. All the pages of Integrity Pact should be signed by Bidder along-with signature of 02 witnesses on last page of IP.

PART-A

CERTIFICATE

NAME OF THE TENDER:

TENDER ENQUIRY NO:

DATE OF TENDER ENQUIRY:

I/WE hereby undertake that M/s. Confirm completeness of "Integrity Pact" provided in Part-A of the tender document.

Signature of the authorized person

On behalf of M/s. _____

Place:

Date:

Seal and Signature

Note: Above Certificate is to be furnished on the Company's Letter head.

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.