

Eastern Coalfields Limited
Office of the General Manager
Kajora Area
P.O. Parasea, Distt. Burdwan (W.B.)
Pin: 713384

CORRIGENDUM

Ref: AGM/Kaj/Coal/12-13/3724

Date: 19:01:2012

Corrigendum of NIT page no. 7 (HOQ) vide NIT no. AGM/KAJ/COAL/12-13/3720 DATED: 14/01/2012, please note the following change:-

c. Date and time of submission of Tender on.... 08.02.2012 from 11.00 a.m. to 1.00 p.m. (during office hours).

D. Date of opening of tender (Part-I) from 11.00 a.m. on 09.02.2012.

Instead of:-

c. Date and time of submission of Tender on.... .01.2012 from 11.00 a.m. to 1.00 p.m. (during office hours).

D. Date of opening of tender (Part-I) from 11.00 a.m. on .01.2012.

Enclosure: Page : 7 Corrigendum

General Manager
Kajora Area

Bill Of Quantity (Continued)
(CORRIGENDUM)

NIT: AGM / KAJ / COAL / 12 – 13 / **3720**

DATED: 14 . 01 . 2012

C. Loading of Coal into Rly. Wagons at sidings of Kajora Area

Sl. No.	Mechanical Loading of Coal into Wagons by Pay-Loader	Qty. In (Tes.)	As per Table VIIA For P/L Revd. Rate as on 01.07.11 (Rs/Te)	Total Amount (Rs.)
14	Mechanical Loading of Coal into Wagons at Parascole Railway Siding of J.OCP	2,59,500	7.28	18,89,160.00
15	Mechanical Loading of Coal into Wagons at Mukundapur/ Parascole (East & West), KKC, MSP Railway Siding.	6,09,410	7.28	44,36,504.80
16	Mechanical Loading of Coal into Wagons at Naba Kajora - Madhabpur Railway Siding.	1,75,000	7.28	12,74,000.00

Note:- i) Break up of others applicable for relevant work..
Others =Loading + allowance, as admissible ,

- i) All the rates mentioned may vary.
 ii) Rates mentioned are provisional and currently applicable based on diesel price of **01.07.11 i.e. Rs. 43.74/ltr**
 iii) For payment – Discount shall be applicable on prevailing SOR rates (inclusive of others) of 01.4.12 to period of contract.
 iv)

SCOPE OF WORK:-

1	For Sl. No. 1	Loading of Tippers from Coal stock yard by mechanical means and transport of the same as per destination and route indicated above and also unloading the same
2	For: Sl. No 2 To 13	Transportation of Coal by tippers/trucks
3	For. Sl. No. 14,15,16	mechanical loading of coal by pay loaders into Railway wagons

A. Date and time of submission of Tender on 08. 02. 2012 from 11.00 a.m. to 1.00 p.m. (during office hours).

B. Date & time of opening of tender (Part-I) from 11.00 a.m. on 09. 02. 2012.

We offer% **in figures** and **in words**.....

Discount on the rates mentioned above and also on likely effective rates applicable from time to time on SOR applicable from 1.4.11 TO 31.03.2013 up to the period of contract.

Signature of the Bidder(with seal)

EASTERN COALFIELDS LIMITED
OFFICE OF THE GENERAL MANAGER
KAJORA AREA

Ref.No: AGM / KAJ / COAL / 12 – 13 / **3720**

DATED: 14 . 01 . 2012

NIT for transportation of COAL
(Under Discount Bidding System)

Sealed* discount bid on ECL SOR are invited from registered Transport Contractors of ECL for the following job in the routes / locations mentioned against each (for the period **01.04.12 to 31.03.2013**), at Kajora Area.

A. Loading & transportation of coal by tipping trucks by means of mechanical loading of the coal by Payloader(s) :

Sl No	<u>Jod description</u>	Approx One Way Dist. (Km)	Total Quantity (In M.T)	Total estimated Amt.(Rs) (as per ECL SOR Revd. rate as on 01.07.11)
1.	Loading of coal into tipping trucks at Central kajora coal depot by mechanical loading / pay loader and transportation of the same to Khas Kajora 5& 6 Pit Rly Siding Via Kajora more & Kajora bazaar	5 - 6	50,000	20,67,500.00
	Loading of coal into tipping trucks at Lachipur Colliery Coal Depot coal depot by mechanical loading / pay loader and transportation of the same to Khas Kajora 5& 6 Pit Rly Siding Via Kajora more & Kajora bazar	4 - 5	20,000	7,22,600.00

B. Transportation of Coal :

Sl No	FROM	TO	Approx One Way Dist. (Km)	Total Quantity (In M.T)	Total estimated Amt.(Rs) (as per ECL SOR Revd. rate as on 01.07.11)
2	A/B Pit Tippler	MKP/PSC(E) Rly. Siding	0 – 0.5	1,18,060	14,03,733.40
3	6/1 Pit Tippler	MKP/PSC(E) Rly. Siding	2 - 3	90,951	19,28,161.20
4	JBD. U/G Pit Tippler	JBD. U/G Pit Hd. Depot/Stock	0 – 0.5	98,000	11,65,220.00
5	Jambad U/G Coal Depot, JUG	Naba Kajora Railway Siding via Real kajora	5 - 6	57,000	19,41,990.00
6	7 Pit Tippler, NKC	NKC Rly. Siding	3 - 4	40,000	10,86,800.00
7	6 Pit Tippler, KKC	5&6 Pit. Rly. Siding, KKC	0 – 0.5	1,14,000	13,55,460.00
8	10 & 11 Pit Tippler	5&6 Pit. Rly. Siding, KKC	1 - 2	1,09,440	18,69,235.20
9	Lachipur Tippler, LCP	Lachipur Pit Hd. Coal Stock	0 – 0.5	50,000	5,94,500.00
10	Central Kajora Tippler, CKC	Colliery Pit Hd. Coal Depot	0 – 0.5	1,00,000	11,89,000.00
11	Madhabpur 2 pit Tippler	MDP Rly. Siding	1 - 2	48,000	8,19,840.00
12	MSP 7 Pit/Incl.Hopper/Stk.Yard	MSP Rly. Siding	2 - 3	1,20,000	21,80,400.00
13	Jambad OCP Coal Stock depot	Parascole Rly Siding of JBD OCP	4 - 5	2,59,500	74,86,575.00

c. Loading of Coal into Rly. Wagons at sidings of Kajora Area

		Quantity In (Tes.)	Revised rate as on 01.07.2011	Total Amount in (Rs.)
14	Mechanical Loading of Coal into Wagons at Parascole Railway Siding of J.OCP	2,59,500	7.28	18,89,160.00
15	Mechanical Loading of Coal into Wagons at Mukundapur/ Parascole (East & West), KKC, MSP Railway Siding.	6,09,410	7.28	44,36,504.80
16	Mechanical Loading of Coal into Wagons at Naba Kajora - Madhabpur Railway Siding.	1,75,000	7.28	12,74,000.00

Contd...2

The above quantities are as per plan and projection. These may **vary** due to unavoidable circumstances beyond Control of management for which no claim from the contractors will be admissible by the management. For detailed terms and conditions and information refer ECL available with the department **.For detailed BOQ refer page – 6 & 7.** This bid is to be guided by detailed terms and conditions of the ECL SOR applicable from **01.04.2011 to 31.03.2013** (Ref.No. ECL/HQ/CMC/Transport/1628 Dated: 18:03.2011/ Revd.rate Letter no. ECL/HQ/CMC/Transport/1816 dt.14.12.2011)and will be issued from time to time from H.Q.

Eligibility Criteria:

- 1) The bidder shall have executed **SIMILAR** work** during any of the preceding 7(Seven) years at least 25% of the work value tendered (Job- Wise) in Govt./Semi Govt./Public Sector/Joint Sector/ Public Ltd. Cos. in Private Sector.

**** Similar Work**

- incase of Sl.No.1** : mechanical loading of coal by pay loader(s) and transportation coal by tippers/trucks
 - Inc case of Sl. No. 2 To 13** : Transportaion of Coal by tippers/trucks
 - In case of Sl. No. 14 ,15,16** : Mechanical loading of coal by pay loaders
- 2) Bidder shall have valid ownership of a fleet of minimum 1/3 rd. of Tipping Trucks / Trucks / pay loader(s) (as required for the bid in question for this work.) In case the bidder is having higher capacity Tipping Trucks/ Trucks/ Pay loader(s) , the total capacity of such trucks / Pay loader(s) shall match the required ownership capacity.

Discount price bid of only such tenders will be opened who will fulfill eligibility criteria as at (1)and(2) above through documentary evidence(s).

Sl. No.	Approximate quantity to be transported (per day in M.T)	No. of Tipping Trucks/ Trucks required (10 Te capacity)	No. of Tipping Trucks/ Trucks to be owned by the bidder.
1	Ckc- 165 Lcp- 66	03 02	02 01
2	388	03	01
3	299	03	01
4	322	02	01
5	187	02	01
6	132	02	01
7	375	02	01
8	360	03	01
9	165	02	01
10	329	03	01
11	158	02	01
12	395	02	01
13	01.4.12 to 30.06.12 & 01.10.12 to 31.12.2012- (1300 tpd) 01.01.13 to 31.03.2013- (1800 tpd) 01.07.12 to 30.9.12 (As per the instruction of Engg. I/C)	18	06
	Approx Quantity to be loaded by Pay-Loader	Minimum nos. of Pay-Loader required	Minimum No. of Pay-Loader to be owned by the bidder
14	45000 tes per month	06	02
15	50784 tes per month	06	02
16	14583 tes per month	04	02

NB:--Trucks used for Coal transportation should cover the following information on both sides body of truck/tippers:-

- On ECL Duty in **Bold letters**;
- Name of the Area in **Bold letters**;
- Registration number of the Vehicle;
- Period of contact in **Bold letters**

The above information shall cover a space of 4'x2 ½'. The above information should be marked in **Red letter for Coal transportation.**

General Instructions for Submission of Tender:

A bidder is required to submit his offer in sealed* covers giving reference to this Tender Notice and date. The offer shall be in two parts, Part-I & Part-II shall also be in sealed covers clearly superscribed "Part-I" and "Part II" on the respective covers giving reference of NIT, date and route for which he is submitting the tender. The two sealed covers shall be placed under one sealed cover.

Part – I shall cover documents fulfilling eligibility criteria, photo copy of proof of registration with **ECL and Earnest Money** as detailed hereinafter. Truck / pay loader(s) RC book etc., and the following **FORMAT duly filled in** to be submitted in Part-I envelop.

<u>PART-I</u>				
Ref. No.				Date
Discount Bid No.				Date
1. Name of the Company :				
2. Name of proprietor(s)/partner(s):				
3. Whether Company is in partnership (if yes, copy of partnership deed <u>valid as on date & last IT Return</u>). This deed copy is to be signed on each page by all partners as on date, as a proof of validity of their partnership deed as on date of offer.				
4. Name of the work for which bid submitted & job Sl.No. (copy of bid notice to be attached).				
5. Quantity & amount ordered during any of last 07 yrs with no. & date (with proof i.e. WO copy):				
Te/cum		Rs.		
6. Quantity executed and amount of payment received corresponding to WO during the year (with proof i.e. certificate from Manager and Finance to be attached):				
Te/cum.		Rs.		
7. No. of tippers / PL(s) in contractors name (with proof i.e. copy of <u>Registration book Valid as on date</u>).				
8. Proof of ECL registration No. & date of the order (copy to be attached)				
9. Earnest money DD No.		dt.		Rs.
Sl.No.	Registration No. of tipper/trucks./P/Loader	Name on whom Registered	Registration valid up to	Capacity (Te)
i)				
ii)				
iii)				
The above tippers/ pay loaders are registered in my company's name and have Valid Registration, Fitness for plying on road, Insurance and Pollution control certificate. The above information are true and authentic.				
Signature of Proprietor (with seal).				

Part –II shall cover price offer as notified. The rates offered should be valid for 120 days from the date of opening of part – I of the tender.

Part – II envelops will be opened only in respect of such tenders as found valid after scrutiny of Part– I.

No clarification will be asked by the department and department will consider eligibility of bidder for Opening of Part – II only based on documents submitted with the bid. No subsequent document for making the bid eligible if submitted by the bidder suomoto will be considered.

Tender document should be displayed in the web site. Tender document can be downloaded from our website www.easterncoal.gov.in during the period of publication of tender document.

No rectification by the bidder will be allowed to make the bid valid / responsive.

EARNEST MONEY:-

An Amount of 1% of the estimated Cost mentioned in page 1 & Bill of quantity against each point rounded off to nearest hundred rupees subject to maximum 10.00 Lakhs as earnest money to be deposited in the form of **Demand Draft drawn in favour of 'Eastern Coalfields Ltd., Area-V' payable at Asansol on any RBI approved scheduled Bank.** Earnest Money will be forfeited in case of failure of the party to start the work within 10 days of issue of L.O.I/Work Order. Earnest Money of the unsuccessful bids will be refunded after finalization of bid.

SECURITY DEPOSIT:

The contractor/contractors shall permit the company at the time of making any payment to him/them for work done under the contract, to deduct such sums as along with the amount of earnest money already deposited would amount to 5% of awarded value of the contract sum subject to maximum amount to Rs.10 (ten) lakhs. The security deposit will not carry any interest.

The contractor/contractors shall deposit immediately after receipt of letter of intent, the balance of 1% of awarded value after adjustment of earnest Money (if any) as security deposit. The balance amount of security deposit shall be recovered from the contractor's running accounts bills to be submitted for the work done under the contract and shall remain at the disposal of the company as security for the satisfactory execution and completion of the work in accordance with the provisions of the contract.

The aggregate amount of the initial security deposit and security deposit recovered shall not exceed 5% of the awarded value of the contract as the case may be, or the respective maximum limits stated above whichever is lower. The company shall be at liberty to deduct appropriate amount from the security deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract and the amount appropriated from the security deposit shall have to be restored by further deduction from the contractor's subsequent on account running bills, if any.

The security deposit shall be refunded after expiry of **3 (three) months** from the date of **satisfactory completion of the work** as per the work order or from the date of termination of work by the management, subject to recovery of the company's dues from the contractor on the date of termination. The amount of security deposit shall bear no interest.

Receipt of Tenders:-

General Instructions for Submission of Tender:-

A bidder is required to submit his offer in **sealed covers*** giving reference to this Tender Notice and date.

N.B. Sealed cover* in this NIT means – envelope etc. closed by sticking the edges of the openings together and fixing a piece of WAX, soft metal,(or) paper (that is placed across the openings) bearing an official design, mark, stamp etc., to show that, it is genuine and carries the authority of the bidder(s) or his/their organization/firm/Co. etc.,

Bids shall be received in sealed cover from 11.00 A.M. to 1.00 P.M. on 08 . 02 . 12
(during office hrs.) in tender box at the office of the General Manager, Kajora Area.

Opening of Tenders:

Tenders will be opened from 11 A.M. on 09 . 02 . 2012.

Tenderer or his authorized representative shall remain present during the opening of the tender alongwith the originals of the documents submitted in part-1 for verification etc.

The company is not under any obligation to accept the lowest bidder/bidders and reserves the right to reject any or all the tenders without assigning any reason whatsoever and also to distribute the work and allot the work/works to more than one bidder, at its sole discretion.

Cancellation of LOI/Work Order.

The contractor shall have to start the work within 10 days from the date of issue of Letter of Intent/ Work Order as applicable and also maintain desired progress failing which the registration and the LOI/Work Order may be cancelled. The agency may also be debarred for work in ECL for at least a period of 03 years in such case.

Signing of Integrity Pact:- The integrity pact should be signed & submitted by the bidder along with Part-I of the tender.

NAME , Adress & Contract no. of the External Monitor:-

Sl.No.	Name	Address
1.	Shri Debabrata Bandopadhyay, IAS,(Retd.)	GD-89, Sector III, Salt Lake, Kolkata-700106.
2.	Shri Sujit Shankar Chattopadhyay, IAS,(Retd.)	CK-205, Salt Lake, Kolkata-700091.

Signing of Agreement:- for work value for more than 5 Lakhs agreement to be executed by the Contractor as per enclosed format in page no. 8

**General Manager
Kajora Area.**

Distribution:

Director(Tech) P&P, ECL,

Director(Tech)OP, D (F), ECL,

TS to CMD, ECL,

GM/TS to D(T)P&P, ECL,

GM/TS to D(T) OP, ECL,

CVO / CGM (CMC) / GM(IE), ECL,

CGMs/GMs of All Areas, ECL.

Addl.G.M. / AFM / ASO / Area Survey Officer, Kajora Area,

All Agents, Kajora Area, All Notice Boards, Kajora Area

President, Chamber of Commerce , Asansol, Raniganj, Durgapur

Copy to Independent External Monitor:-

- i) Shri Debabrata Bandopadhyay, IAS,(Retd.) GD-89,Sector III, Salt Lake, Kolkata-700106.
- ii) Shri Sujit Shankar Chattopadhyay,IAS,(Retd.)CK-205,Salt Lake, Kolkata-700091.

Bill Of Quantity

NIT: AGM / KAJ / COAL / 12 – 13 / 3720

DATED: 14 . 01 . 2012

A. Loading & transportation of coal by tipping trucks by means of mechanical loading of the coal by Payloader(s) :

Sl. No.	<u>Jod description</u>	Approx One Way Dist. (Km)	Total Quantity (In M.T)	As per Table IA For Coal Revd. Rate as on 01.07.11 (Rs./Te)	As per Table VIIA For P/L Revd. Rate as on 01.07.11 (Rs/Te)	Total estimated Amt.(Rs) (as per ECL SOR Revd. rate as on 01.07.11)
1.	Loading of coal into tipping trucks at Central kajora coal depot by mechanical loading / pay loader and transportation of the same to Khas Kajora 5& 6 Pit Rly Siding Via Kajora more & Kajora bazar	5 – 6	50,000	34.07	---	17,03,500.00
				---	7.28	3,64,000.00
	Loading of coal into tipping trucks at Lachipur Colliery Coal Depot coal depot by mechanical loading / pay loader and transportation of the same to Khas Kajora 5& 6 Pit Rly Siding Via Kajora more & Kajora bazar	4 – 5	20,000	28.85	---	5,77,000.00
				--	7.28	1,45,600.00

B. Transportation of Coal :

Depot/Colliery from where Coal to be transported			Approx One way Dist. (K.M.)	<u>Total Qnty. In (Tes.)</u>	Revd. Rate of 01.07.2011		Total Amount(Rs.) As per Revd. Rate of 01.07.2011
Sl. No.	FROM	TO	(K.M.)	Qnty. (Tes)	As per Table IXA (**)	As per Table IA	Total Amount (Rs.)
2	A/B Pit Tippler	MKP/PSC(E) Rly. Siding	0 – 0.5	1,18,060	11.89	9.15	14,03,733.40
3	6/1 Pit Tippler	MKP/PSC(E) Rly. Siding	2 - 3	90,951	21.20	18.17	19,28,161.20
4	JBD. U/G Pit Tippler	JBD. U/G Pit Hd. Depot/Stock	0 – 0.5	98,000	11.89	9.15	11,65,220.00
5	Jambad U/G Coal Depot, JUG	Naba Kajora Railway Siding via Real kajora	5 - 6	57,000	Not applicable	34.07	19,41,990.00
6	7 Pit Tippler, NKC	NKC Rly. Siding	3 - 4	40,000	27.17	23.57	10,86,800.00
7	6 Pit Tippler, KKC	5&6 Pit. Rly. Siding, KKC	0 – 0.5	1,14,000	11.89	9.15	13,55,460.00
8	10 & 11 Pit Tippler KKC	5&6 Pit. Rly. Siding, KKC	1 - 2	1,09,440	17.08	14.17	18,69,235.20
9	Lachipur Tippler, LCP	Lachipur Pit Hd. Coal Stock	0 – 0.5	50,000	11.89	9.15	5,94,500.00
10	Central Kajora Tippler, CKC	Colliery Pit Hd. Coal Depot	0 – 0.5	1,00,000	11.89	9.15	11,89,000.00
11	Madhabpur 2 pit Tippler	MDP Rly. Siding	1 - 2	48,000	17.08	14.17	8,19,840.00
12	MSP-7 Pit/Incl.Hopper/Stk.Yard	MSP Rly. Siding	2 - 3	1,20,000	Not applicable	18.17	21,80,400.00
13	Jambad OCP Coal Stock depot	Parascole Rly Siding of JBD OCP	4 - 5	2,59,500	Not applicable	28.85	74,86,575.00

Note:- (**) The rate as per Table –IXA of ECL SOR shall be applicable only when the unit authority certifies that there was no stoppage of production due to non- availability of tippers (of the Contractor) under the Tippler. In absence of the same rate as at Table-IA of ECL SOR shall be applicable.

Bill Of Quantity (Continued)

NIT: AGM / KAJ / COAL / 12 – 13 / **3720**

DATED: 14 . 01 . 2012

C. Loading of Coal into Rly. Wagons at sidings of Kajora Area

Sl. No.	Mechanical Loading of Coal into Wagons by Pay-Loader	Qty. In (Tes.)	As per Table VIIA For P/L Revd. Rate as on 01.07.11 (Rs/Te)	Total Amount (Rs.)
14	Mechanical Loading of Coal into Wagons at Parascole Railway Siding of J.OCP	2,59,500	7.28	18,89,160.00
15	Mechanical Loading of Coal into Wagons at Mukundapur/ Parascole (East & West), KKC, MSP Railway Siding.	6,09,410	7.28	44,36,504.80
16	Mechanical Loading of Coal into Wagons at Naba Kajora - Madhabpur Railway Siding.	1,75,000	7.28	12,74,000.00

Note:- i) Break up of others applicable for relevant work..

Others =Loading + allowance, as admissible ,

i) All the rates mentioned may vary.

ii) Rates mentioned are provisional and currently applicable based on diesel price of **01.07.11 i.e. Rs. 43.74/ltr**

iii) For payment – Discount shall be applicable on prevailing SOR rates (inclusive of others) of 01.4.12 to period of contract.

iv)

SCOPE OF WORK:-

1	For Sl. No. 1	Loading of Tippers from Coal stock yard by mechanical means and transport of the same as per destination and route indicated above and also unloading the same
2	For: Sl. No 2 To 13	Transportaion of Coal by tippers/trucks
3	For. Sl. No. 14,15,16	mechanical loading of coal by pay loaders into Railway wagons

A. Date and time of submission of Tender on 01. 2012 from 11.00 a.m. to 1.00 p.m. (during office hours).

B. Date & time of opening of tender (Part-I) from 11.00 a.m. on 01. 2012.

We offer% **in figures** and **in words**.....

Discount on the rates mentioned above and also on likely effective rates applicable from time to time on SOR applicable from 1.4.11 up to the period of contract.

Signature of the Bidder(with seal)

INTEGRITY PACT

Between Eastern Coalfields Limited (ECL) 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, contracts for _____. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the 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 and the execution of the contract for compliance with the principles mentioned above.

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 :-

1. 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 or immaterial benefit which he/she is not legally entitled to.

2. 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.

3. 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 commits itself 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.

1. 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 immaterial 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.

2. 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.

3. The Bidder/Contractor will not commit any 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 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.

4. 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.

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

If the Bidder, before contract award has committed a 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.

(1) If the Bidder/Contractor has committed a 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 process. 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 transgression, the position of the transgressors within 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.

(2) The Bidder accepts and undertakes to respect and uphold the Principal’s absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(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 – Compensation for Damages

(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 demand and recover from the Bidder liquidated damages equivalent to 3% of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.

(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 demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

(3) The bidder agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the TI approach or with 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 or the contract, if already awarded, can be terminated for such reason.

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

(1) The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

(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 Bidders/ Contractors/ Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor 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/Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)

(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 Chairperson of the Board of the Principal.

(3) The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional 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 to 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 submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the “Principal” and, should the occasion arise, submit proposals for correcting problematic situations.

(7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Outside Expert Committee members/Chairman as prevailing with Principal.

(8) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corrupt on Laws of India, and the Chairperson has no, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commission, Government of India.

(9) The word “Monitor” would include both singular and plural.

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 Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

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. Sanctoria.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a Partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (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

AGREEMENT FORM

This agreement made the Day of 20 between (name and address of the Employer) (hereinafter called “ the Employer”) and (name and address of contractor) (hereinafter called “ the Contractor “ of the other part).

Whereas the Employer is desirous that the Contractor execute
.....(name and identification number of Contract) (hereinafter called “ The Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows :

- 1. In this agreement, works and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this agreement.
- 2. In consideration of the payment to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein conformity in all respects with the provisions of the Contract.
- 2. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of the defects wherein the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- 3. The following documents shall be deemed to form and be read and construed as part of this Agreement Viz.
 - (i) Letter of Acceptance
 - (ii) Notice to proceed with the work,
 - (iii) Contractor ‘s Bid.
 - (iv) Conditions of Contract .
 - (v) Specifications
 - (vi) Drawings
 - (vii) Bill of Quantities and any other document listed in the Contract Data as forming part of the contract.

* IN witness whereof the parties have caused this Agreement to be executed the day and year first before written.

The common seal of
Was hereunto affixed in the presence of
Signed , Sealed and delivered by the said
In presence of
Binding Signature of Employer
Binding signature of the Contractor.....