

**BHARAT COKING COAL LIMITED**

(A Subsidiary of Coal India Limited)

Office of the General Manager (Excav)

Excavation Workshop ,Sinidih

Po Tundu , Distt. Dhanbad

PIN : 828128

Web site : <http://bccl.gov.in>**TENDER NOTICE****Ref. No. BCCL/EXC/SWS/2011-12/417****Date : 26.07.2011**

Sealed tender in two bid (techno-commercial & price) are invited from experienced and eligible firm for the following job.

Sl No.	Description of the job	Estimated cost	Earnest money deposit	Cost of tender paper
1	Replacement of 27 nos. broken armature shaft of 54KW Crowd Motor (BHEL/ KEC make) of EKG/EQC 4.6M3 shovel, by removing the broken shaft & pushing the new shaft including supply of the new shaft.	Rs.3,50,190/-	Rs. 3502/-	Rs.250/-

Issue of tender documents – Begins on: 08.08.2011.**Closes on: 07.09.2011.****Due date and time for submission of tender: 08. 09. 2011 up to 1-00PM****Date and time of opening of tender: 08.09.2011 at 2-00 PM**

1. Eligibility criteria: -

a) The intending tenderers must have in its name as a prime contractor experience of having successfully completed similar works during last 07 (seven) years ending last day of month previous to the one in which bid applications are invited(i.e. eligibility period) should be either of the following.

- i) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.
Or
- ii) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.
Or
- iii) One similar completed work costing not less than the amount equal to 80% of the estimated cost.

b) Similar work means electrical & mechanical repairing of DC motor / generator of similar application & capacity. The firm having past experience in replacing armature shaft of DC machines only is also eligible to quote.

2) The tender documents can be obtained from the office of the **G.M. (Exc), Excavation Workshop, Sinidih, P.O. Tundoo, Dhanbad 828128** from **08.08.2011 to 07.09.2011** on deposition of requisite cost of tender paper in form of bank draft of Nationalized Bank in favour of Bharat Coking Coal Limited, payable at Dhanbad. **The same can also be downloaded from our website <http://bccl.gov.in>**

Contd.....p/2

- 3) Completed sealed tender documents in one envelope containing three/four envelopes as per tender document subscribing on the envelop NIT no. with due date should be submitted at the same time.
- 4) BCCL shall not be responsible for any misprint in the newspaper and /or any delays in postal transit.
- 5) BCCL reserves its right to allow Public Enterprises purchase/Repairer preference facility as admissible under prevailing policy.
- 6) Bidder should give their acceptance to all our terms & condition as per the NIT.

The tender will be received on **08.09.2011 upto 1.00PM** in the office of **G.M.(Excvn), Excavation Workshop, Sinidih, P.O. Tundoo, Dhanbad** and will be opened at **2.00PM** on the same day in presence of the intending tenderers or their authorized representative to be present. Only part-I will be opened on **08.09.2011 at 2.00PM**.

Sd/-

GENERAL MANAGER (Excvn),SWS

Copy to :-

- 1) General Manager (Excvn),BCCL, Koyla Bhawan.
- 2) CGMs /GMs of all Areas of BCCL-with a request to arrange display in notice board of respective areas.
- 3) GM (Admn.), BCCL, Koyla Bhawan.
- 4) Sr. Manager (Fin) I/C (P&P), Koyla Bhawan.
- 5) P.R.O, BCCL, Koyla Bhawan
- 6) Manager (System), Koyla Bhawan: To upload NIT in website of BCCL.
- 7) Notice Board, Sinidih Workshop.
- 8) O/c, M/f



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DETAIL TENDER NOTICE

Under jurisdiction of Dhanbad Court only.

TENDER NO – BCCL/EXCV/SWS/2011-12/417

Dtd. 26.07.2011

DUE DATE & TIME FOR SUBMISSION- 08.09.2011 upto 1.00P.M.

DUE DATE & TIME FOR OPENING- 08.09.2011 at 2.00P.M.

COST OF TENDER DOCUMENT – RS.250.00

REQUIRED AMOUNT OF EARNEST MONEY –RS.3502.00

TENDER ENQUIRY

Document issued to:	If this Tender Document has been downloaded from our website Part-III envelope (Clause 7[c] bearing required Bank Draft for the requisite Tender Fee must be enclosed along with the tender otherwise their offer shall be rejected out rightly without any reference. However, the contents of the tender documents available for sale in our office shall be deemed as authentic .The responsibility of errors & omissions in the downloaded documents will be with tenderer
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Dear Sir,

Sub: - Notice inviting tender for Replacement of 27 nos. broken armature shaft of 54KW Crowd Motor (BHEL/ KEC make) of EKG/EQC 4.6M3 shovel, by removing the broken shaft & pushing the new shaft including supply of the new shaft.

1. Sealed item rate tenders in two parts (Part-I & Part-II) with the name of work super scribed **Replacement of 27 nos. broken armature shaft of 54KW Crowd Motor (BHEL/ KEC make) of EKG/EQC 4.6M3 shovel, by removing the broken shaft & pushing the new shaft including supply of the new shaft** are invited from bonafide and experienced contractors and will be received at the office of General Manager (Excvn), Excavation Workshop, Sinidih, P.O. Tundoo, Dhanbad up to **1.00 P.M. on 08.09.2011**. All tenders will be opened at **2.00 P.M. on 08.09.2011** in the presence of the attending tenderers or their authorized representative.

2. Tenders may be deposited in person by the tenderer at the office of the General Manager (Excvn), Excavation Workshop, Sinidih, Bharat Coking Coal Limited, P.O. Tundoo, Dhanbad in tender box or sent by post or courier to the above address. Bharat Coking Coal Limited, however, do not take any responsibility for loss of tender in transit. Tender must be received on or before the due date and time of submission of tender. Tender received after due date of and time of submission of the tender shall not be considered. No request for relaxation in this respect will be entertained.

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3. Tenders sent through telegram, telex, Fax or E-Mail will not be considered.
4. Tender documents/forms purchased by one firm are not transferable to another firm.
- 5(a). Tenders should be submitted as per details given in the tender document including job details & specifications may be obtained from the office on payment of Rs.250/- (**Rupees Two hundred fifty only**) in form of bank draft of Nationalized Bank in favour of Bharat Coking Coal Limited, payable at Dhanbad for each set. No refund will be made.
- 5(b). Tender shall be submitted in two parts as indicated in the Notice Inviting Tenders. Part-I shall consist of terms and conditions of the tender, technical bid and credentials.

Part-II shall consist of price bid as per schedule of job & technical specifications (Enclosed at Annexure-A).
- 5(c). "Part – III" [Applicable for those tenderers who will down loaded tender documents from our web site.]
In this case the intending tenderer must enclose the requisite tender fee as Bank Draft from any schedule Bank drawn in favour of "BHARAT COKING COAL LIMITED" payable at Dhanbad in the "Part – III " envelope. The envelope shall be sealed, superscribed with tender number and due date of opening and must mark "Part-III".
All the envelopes containing the tender shall be properly sealed. Envelopes stapled shall not be accepted. The name and address of the bidder must also be indicated on the envelopes. Please note that envelopes stapled shall not be accepted.
All the sealed envelopes i.e. "Part – I " [Techno-commercial bid] , "Part- II " [Price bid] and "Part – III " [Requisite tender fee as indicated in the tender notice] should be kept in a bigger envelope giving details of the tender No. and due date and time of submission and opening along with the name and address of the bidder.
In absence of "Part-III" envelope offer shall be rejected out rightly without any reference for those tenderers who have down loaded the tender documents from our website.

The Earnest Money Deposit is to be put into separate sealed envelopes super scribed as such. Thereafter all the three envelopes (four in case tender document downloaded from our website) should be submitted in a sealed envelope with appropriate superscription.

The date of opening of the price bid or Part-II of the tenders shall be communicated in due course after consideration of technical bid or Part-I.
6. *Earnest money of Rs.3502/- should be deposited by the Tenderers in the form of Accounts Payee Demand Drafts on Local Nationalized Banks in favour of Bharat Coking Coal Limited Payable at Dhanbad.*
7. No tender may be considered unless accompanied by the said earnest money deposit.
However, State/Central Govt. Organisation /PSU & Valid DGS&D/NSIC registered (for tendered items), firm shall be considered for exemption for submission of EMD/ Security money, if they can submit these documents after duly signed by Notary Public.
8. Security money – Successful tenderer are required to deposit security money in the form of Bank Draft / Bank Guarantee of any schedule Bank of 5% value of the order including the earnest money already deposited (value means total work order value including all charges) within 15 days from the date of receipt of order. Bank Draft should be drawn in favour of "Bharat Coking Coal Limited" payable at Dhanbad .In case they fail to deposit the same, the order shall be cancelled and the case shall be processed to order elsewhere and the firm's performance is to be kept recorded for future dealings with them. The security will be refunded to the firm within 30 days of satisfactory execution of the contract. (Execution of the contract means successfully completion of work against the order) For unsatisfactory performance and/or contractual failure the security, money shall be forfeited. Please note that security money may be converted in to Performance Guarantee wherever required. Please note that validity of Performance Guarantee shall be as per clause 3 (v) of Commercial terms & conditions. Please confirm the acceptance of this clause clearly.

Contd...P-3/-

9. If desired by us, the successful tenderers shall be sign an agreement in the proper departmental form for the due fulfillment of the contract. Failure to enter into the required agreement within the specified period shall entail forfeiture of the earnest money. The written agreement to be entered into between the contractors(s) and the company shall be the foundation of the right of both the parties and the contract shall not be deemed to be completed until the agreement has first been signed by the contractor(s) and then by the Company authorities.
10. The tender's attention is invited to the requirements of materials under specification and conditions of contract.
11. Every tenderer is expected, before quoting his rates to inspect the jobs at our workshop. A schedule of quantities is enclosed with the tender notice. Item-wise rate to be quoted as per schedule of job inclusive of all incidentals, overheads, leads, lifts, carriage etc. as may be attendant upon execution and completion of the work.
12. Corrections where unavoidable, shall be made by crossing out and re-writing attested with full signature and date by the tenderers. Erasing or over writing in the tender documents may disqualify the tender. Every page of the tender documents shall be signed by the tenderers
13. The tenderers shall closely peruse all specifications clauses which govern the rates for which is tendering.
14. The work should be completed as per delivery schedule given in commercial terms clause 3(v).
15. *On completion of the work all scrap item generated to be returned back with the repaired armature.*
16. Bharat Coking Coal Limited reserves the right to reject any or all the tenders without assigning any reasons what so ever and to split up and distribute the work among the tenderers.
17. Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders of contractors who resort to canvassing will be liable to rejection.
18. If a Tenderers deliberately provides wrong information or submits false credentials in support of his qualifications, the Company reserves the right to terminate/rescind the contract, forfeit the EMD and other dues of the contractor and to take any other action as may be deemed fit.
19. An intending tender, after obtaining tender documents on payment of Application Fee, having doubts as to the meaning of any part of the tender documents may submit to the official inviting tender a written request for interpretation or clarification thereof. Any interpretation or clarification of the tender documents by formal addendum if issued by the official inviting tender shall be final and valid and binding on the company and the tenderers.
20. The tender shall remain valid for a period of 180 days (One hundred eighty days) from the date of opening of price bid or revised price bid if any.

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- 21(a) The validity period of the tenders shall be 6 (Six) months from the date of opening of price bid or revised price bid, if any.
The tenderers shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to forfeit the Earnest Money and reject the tender.
- 21(b) The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason what so ever.
22. The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.
23. This detailed Tender Notice shall be deemed to be part of the Contract Agreement/Work Order.
24. No subletting of work as a whole by the contractor is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the department.
25. In case, the contractor enters into any litigation such action should have to be taken in a court of law with jurisdiction over the place where the subject work is to be executed.

Eligibility criteria:-

- a) The intending tenderers must have in its name as a prime contractor experience of having successfully completed similar works during last 07 (seven) years ending last day of month previous to the one in which bid applications are invited(i.e. eligibility period) should be either of the following.
- i) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.
Or
 - ii) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.
Or
 - iii) One similar completed work costing not less than the amount equal to 80% of the estimated cost.
- b) The intending tenderer must have experience in electrical & mechanical repairing of DC motor / generator of similar application & capacity. The firm having past experience in replacing armature shaft of DC machines only is also eligible to quote.

COMMERCIAL TERMS & CONDITIONS

Tender should strictly comply with the following instructions:

1.The tenderer is required to submit their bid in one sealed envelope duly super scribed containing three separate LAC/PVC SEALED COVERS prominently super scribed as PART-I TECHNO-COMMERCIAL BID, PART-II PRICE BID, & EARNEST MONEY, separate envelope containing Integrity pact duly stamped, signed & accepted super scribed as per instruction given in integrity pact clause (3) of this NIT and in all the three/four envelopes the tender no and due date of opening should be indicated:

2. TECHNO COMMERCIAL BID

TECHNICAL: will consist of full details of the firm, repair of similar types, testimonials and documentary evidence in support of satisfactory performance and any other relevant information, full details and specification of item quoted with technical literature, drawings etc. wherever DGMS approval is required a copy of valid DGMS and ISI license to be enclosed.

As proof of a regular supplier/repairer, the tenderers must submit the supply/work order copies for the QUOTED jobs and performance report if any. In case of copies of orders of CIL or its subsidiaries the rates and quantity should not be erased.

3. INTEGRITY PACT:

BCCL HAS SIGNED M.O.U WITH M/S. TRANSPARENCY INTERNATIONAL INDIA FOR IMPLEMENTATION OF INTEGRITY PACT. THE **INTEGRITY PACT** DOCUMENT TO BE SIGNED BY THE BIDDERS IS ENCLOSED. THIS INTEGRITY PACT IS DEEMED TO HAVE BEEN SIGNED BY BCCL AUTHORITIES AND A MAY BE DOWNLOADED BY THE TENDERER / ATTACHED FOR THEIR RECORD. SUBMISSION OF INTEGRITY PACT DOCUMENT DULY SIGNED, STAMPED AND ACCEPTED IS MANDATORY FOR THIS TENDER. THEREFORE, THE TENDERERS ARE ADVISED TO SUBMIT THE INTEGRITY PACT DOCUMENT DULY SIGNED, STAMPED AND ACCEPTED IN A SEPARATE SEALED ENVELOPE SUPERSCRIBING "INTEGRITY PACT AGAINST TENDER NO. BCCL/EXC/SWS/2011-12/417 DUE ON 08.09.2011.

IN CASE THIS IS NOT SUBMITTED IN A SEPARATE COVER ALONGWITH THE TENDER, THE TENDER MAY BE CONSIDERED AS UNRESPONSIVE AND MAY NOT BE CONSIDERED FURTHER FOR EVALUATION.

NAME OF INDEPENDENT EXTERNAL MONITOR (IEM) IS MENTIONED AS UNDER

- **NAME & ADDRESS OF IEM**

Sri Ashok Kr.Chakraborty(Retd.)
BB-69, Sector-I
Salt Lake City
KOLKATA-700064

4. COMMERCIAL:

Will consist of ownership status Viz. Company, partnership, Govt. Undertakings etc.

- i) Financial data: - Current Income tax clearance certificate, PAN NO & TIN NO, Service tax registration.

All the testimonials and above information should be submitted duly authenticated with stamp. All the papers of the tender documents must be serially numbered and attested.

ii) PRICE VARIATION: The rates quoted in price bid should be on "FIRM" basis with no escalation clause whatsoever during the tenure of the contract.

Those tenderers who still insist for a price variation clause in their bid, linked to the prices announced by the Govt. Bodies/PSUs only, they must indicate the logic of price variation and ceiling of variation. In such a case their quoted price shall be loaded with ceiling of price variation, for comparison purposes, to determine their rank in the price.

iii). Validity of Quotation: To be minimum 180 days from the date of opening of tender.

iv) Completion period of the job: The failed armatures will be dispatched / issued in lots as per availability of failed assys till completion of ordered qty. Each lot will consist of maximum 10 nos. of failed armature & minimum qty may vary up to 3 to 4 nos. The repair work of each lot to be completed & delivered to consignee within 03 months from the date of issue of failed armatures to you. Delivery of the repaired lots will be accepted in staggered manner as per your supply but bill will be accepted for each complete lot (part bill) or complete ordered qty (Full & final bill) only. The first lot is to be collected within 15days from the date of issuance of work order after acceptance of security deposit and remaining lots to be collected within 07 days as per our intimation till completion of the ordered qty.

v) Guaranty period: should be 18 months from the date of delivery or 12 months from the date of commissioning whichever is earlier. The performance bank guarantee @ 10% of order value for the guarantee period to be furnished.

vi) Payment Terms: Payment will be made by 'e' payment within 30 days after completion of the job & submission of the (running/part / final) bill whichever is later. Format of 'e' payment is attached with the document which has to be duly filled by the bidder. Performance deposit @ 10% of bill value (EVEN IN CASE OF RUNNING / PART BILL) to be deposited in the form of bank guarantee / bank draft or will be deducted from the bill value (in that case 90% payment will be released) & will be returned back after expiry of guarantee period plus additional 06 months beyond expiry of guarantee period without interest. Running / part bill as per actual completed job can be raised.

PRICE BID (IN SEPERATE SEALED COVER)

It will consist of prices with breakup such as spare parts cost, labour charge, taxes, transportation cost etc.

5. Penalty. In the event of failure of the repairer to complete the ordered work as per specification in part or full within the stipulated delivery period, BCCL reserves the right at its own option to apply the penalty process as stated below:

" To recover from you as agreed liquidated damage a sum not exceeding .5% (Half percent) of the price of the item which the repairer has not been able to supply as aforesaid for each week or part of week during which delivery may be in arrear subject to a maximum of 5%. This may be increased up to 15% at discretion of management of BCCL."

6. AFTER SALE SERVICE: The firm to be given required service for the installed items as per requirement.

7.PRICE FALL CLAUSE: i) Price charged for the item/s of this tender/ supply/work order shall in no case exceed the lowest price at which the firm sell/done or offer same item to any other customer during the tenure of the order / contract.

ii) In any case if the firm reduces the price or offered lower rate for same item to other customer that should be immediately intimated to us to enable us to amend the rate of order.

8. NEGOTIATION: *As per CVC circular.*

9. INSPECTION: *Inspection of repaired aggregates will be done at Sinidih workshop.*

10. **Test certificates & documents**: All test certificates and documents as per requirement of this NIT to be provided along with supply.

General Manager (Excv)

Sinidih Excavation Workshop

TECHNICAL SPECIFICATION

SL.NO.	ITEM DESCRIPTION	QTY
01	Replacement of broken armature shaft of 54KW Crowd Motor (BHEL/ KEC make) of EKG/EQC 4.6M3 shovel, by removing the broken shaft & pushing the new shaft including supply of the new shaft.	27 Nos.

CONDITION OF THE Assays. & JOB REQUIREMENTS:

- i) All the armatures are normally with healthy windings; only shafts are broken. If any armature delivered with faulty winding that will be intimated to you at the time of delivery or joint inspection will be done at the time of delivery.
- ii) The broken shaft to be removed without causing any damage to the core, winding, commutator & other parts of the armature. Any damage of any part(s) of the armature to be rectified by you at your cost & risk.
- iii) **The shafts which will be supplied by you**, are to be made out of EN -36 grades forged steel round and to be X - ray tested for any cracks and voids inside used rounds. The dimensions of the shaft will be as per the broken one with required tolerances for proper press fitting. The armature shaft extraction & proper press fitting require special process for safeguard of the winding & other parts of the armatures for all these aggregates. The armatures may be inspected at our workshop for estimation of actual job requirements.
- iv) All armature to be provided with new keys, check nuts as per requirement
- v) The scrap materials to be returned back along with repaired armature.
- vi) The job to be done in phased manner as per our requirement in lots till the completion of the ordered quantity. In that case you have to collect the failed lot from our workshop within 15 days from the date of order & the delivery to be completed as per ordered delivery schedule.

FOR PAYMENT TO SUPPLIERS/ CONTRACTORS

IN TRIPLICATE

**PROFORMA FOR COLLECTING PAYMENT THROUGH ELECTRONIC MODE INCLUDING
ELECTRONIC FUND TRANSFER (EFT) & ELECTRONIC CLEARING SYSTEM (ECS)**

(To be submitted in triplicate)

1.	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS : (with Telephone No & Fax No) :	
2	PARTICULARS OF BANK ACCOUNT:	
	A. BANK NAME :	
	B. BRANCH NAME : (Including RTGS CODE)	
	ADDRESS :	
	TELEPHONE NO AND FAX NO :	
	C. 9-DIGIT CODE NUMBER OF THE : BANK & BRANCH : (Appearing on the MICR cheque issued on the bank) or 5- digit code No of SBI	
	D. ACCOUNT TYPE : (S.B. Account/Current Account OR Cash Credit with code10/11/13	
	E. LEDGER NO/LEDGER FOLIO NO :	
	F. ACCOUNT NUMBER(CORE BANKING) & : STYLE OF ACCOUNT : (As appearing on the Cheque Book)	

4. DATE OF EFFECT

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or in correct information, I would act hold the user institution responsibility. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levelled by the bank of such e-transfer shall be Borne by us.

Date:-

(.....)
Signature of the Customer/Vendor/
Supplier/Contractor

Certified that the particulars furnished above are correct as per our records.

(.....)
Signature of the Authorized Officials
from the bank

INTEGRITY PACT

BCCL HAS SIGNED M.O.U WITH M/S. TRANSPARENCY INTERNATIONAL INDIA FOR IMPLEMENTATION OF INTEGRITY PACT FOR PURCHASE OF STORES. THE INTEGRITY PACT DOCUMENT TO BE SIGNED BY THE BIDDERS IS ENCLOSED. SUBMISSION OF INTEGRITY PACT DOCUMENT DULY SIGNED, STAMPED AND ACCEPTED IS MANDATORY FOR THIS TENDER. THEREFORE, THE TENDERERS ARE ADVISED TO SUBMIT THE INTEGRITY PACT DOCUMENT DULY SIGNED, STAMPED AND ACCEPTED IN A SEPARATE SEALED ENVELOPE SUPERSCRIBING "INTEGRITY

PACT AGAINST TENDER NO. BCCL/EXC/SWS/2011-12/417 DUE ON 08.09.2011.

IN CASE THIS IS NOT SUBMITTED IN A SEPARATE COVER ALONGWITH THE TENDER, THE TENDER MAY BE CONSIDERED AS UNRESPONSIVE AND MAY NOT BE CONSIDERED FURTHER FOR EVALUATION.

Independent External Monitor for this tender is

Sri Ashok Kr.Chakraborty(Retd.)
BB-69, Sector-I
Salt Lake City
KOLKATA-700064

INTEGRITY PACT
Between
BHARAT COKING COAL LIMITED (BCCL) 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 -----
----- . 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 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 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 actions.

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 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 transgressions 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 amounts 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 or 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 transgression 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/Contractor/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-Corruption Laws of India, and the Chairperson has not, 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 Commissioner, 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. DHANBAD
- 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 intensions.

For the Principal

Place.....

Date

For the Bidder/Contractor

Witness 1 :

Witness 2 :