TENDER DOCUMENT

TENDER No.: DLI/CON/633/329

FOR

CONSTRUCTION OF BIHAR POLICE ACADEMY, RAJGIR, DISTRICT NALANDA BIHAR.

VOLUME – II

ADDITIONAL CONDITIONS OF CONTRACT

&

INTEGRITY PACT

&

DRAWINGS
In response to letter no:-

Tender document (both Techno – Commercial Bid and Price Bid) are issued to

M/s: ............................................................................................................................... 
............................................................................................................................... 

Address: ......................................................................................................................... 
............................................................................................................................... 
............................................................................................................................... 

Last date of submission of tender _____ / _____ / ______ at .......Hrs. IST.

For Engineering Projects (India) Ltd.

Signature of bidder
ADDITIONAL CONDITIONS OF CONTRACT (ACC) OF EPI

These conditions are to be read along with GCC of EPI and SCC & GCC of BPBCC and wherever at variance, the provisions of these ‘ADDITIONAL CONDITIONS OF CONTRACT OF EPI’ shall take Precedence

1.0 Scope of Work:

The scope of work of the contractor shall be “Civil, Plumbing, Sanitary, Internal and External Electrification and other allied works” (hereinafter referred to as “Works”) as per Technical specifications. Drawings, BOQ, Instructions and Terms and conditions given in Tender Documents of the Client/Client’s consultant and its amendments/clarifications etc. received from Client from time to time.

2.0 Commencement and Completion of Project:

The Contractual Completion Period shall be 23 (Twenty Three) months from the date of issue of LOI to the Contractor.

3.0 CONTRACTOR confirms that they have read and understood and have copies of the ‘Tender Documents’ and have visited the site and their offer is based on the ‘Tender Documents’ and caters to all the works, requirements, etc. thereof.

4.0 Taxes and Duties:

All Taxes, Duties Statutory levies such as VAT, Cess, Octroi, Entry Tax, Royalties, Turn over Tax and other expenses etc. except labour cess for the “Works” if applicable are included in the contractor price. Labour cess shall be borne by EPI to the statutory authority on total contract value between EPI and its Client. Service tax shall be reimbursed at actual on submission of proof of payment of service Tax if applicable. TDS shall be deducted as per statutory rates as applicable.

5.0 All men, materials, machinery, tools and plants, infra –structure etc. as required for execution of “Works” shall be provided and arranged by CONTRACTOR for their portion of work. All transportation charges including for cartage of issue material, electricity and water charges and for all expenses such as site offices expenses, labour camp, bank guarantee charges, EPF/CPF/ Statutory contributions preparation of all required design & detailed engineering and all required drawings etc., facilities and other expenses whatsoever, incurred on execution, completion and maintenance of the “Works” as per ‘Tender Documents’ and their own overheads and profit etc. CONTRACTOR shall comply with all the requirements laid down as per ‘Tender Documents’ and shall unconditionally abide by its offer quoted for execution of “Works” as per terms, conditions, specifications, drawings, documents etc. given in the ‘Tender Documents’ for the completion, handing over, maintenance period etc. for the project.
6.0 Insurance charges for insurance to be taken by for the project as per contract with Client shall be borne by CONTRACTOR for his portion of work. The CONTRACTOR shall take insurance cover at its own cost towards Workman Compensation Act for its own workers, employees and for the plant & Equipment deployed by the CONTRACTOR at the project site and shall furnish documentary proof of the same to failing which no payments shall be released to the CONTRACTOR against work done. THE CONTRACTOR shall assist EPI in follow up with insurance company in case of any claim related to CONTRACTOR’s scope of work. EPI is not liable to pay any claim of the CONTRACTOR of it is not paid by insurance company due to any reasons whatsoever.

7.0 The CONTRACTOR shall provide and maintain facilities as per Annexure – I of this agreement for exclusive use of EPI. These facilities and vehicles shall be the property of the CONTRACTOR at the end of the contract.

8.0 In the event of award of “Works”, CONTRACTOR shall submit to EPI. Bank Guarantees from a Scheduled Bank towards mobilization advance, performance, retention money, security deposit etc. as required by EPI / Client/local authorities as per conditions of the ‘Tender Documents’ (in the prescribed proforma of EPI ) in favour of EPI, for CONTRACTOR’s portion of work.

9.0 Escalation, if any, payable under the main contract with Client for CONTRACTOR’s portion of work shall be released to CONTRACTOR by proportionately as and when paid by the Client to EPI. Otherwise, the prices of CONTRACTOR shall be firm and fixed till the completion, handing over, maintenance period etc. of the contract. Payment of all extra/ substituted/variation items etc. related to CONTRACTOR’s scope of work admitted and paid by Client, if any, shall also be made by to CONTRACTOR proportionately. Any claim by CONTRACTOR, if not paid by the Client, whatsoever be the reason shall not be admissible against EPI.

10.0 The CONTRACTOR shall be fully responsible to complete the “Works” in workmen like manner to the satisfaction of Client and EPI by maintaining high standard of quality and precision as per ‘Tender Documents,’ Agreements, Terms & Conditions, Specifications, Drawings etc., within contractual completion period and within their quoted rates/ amount.

11.0 In case CONTRACTOR is awarded the “Works” and fails to execute the same as per agreed schedule of progress of work and as per specified quality and/or lags behind in activities required for timely completion of “Works”, as determined by EPI / Client, then EPI shall give 15 days written notice to CONTRACTOR to achieve the specified quality and/or to deploy adequate to the satisfaction of EPI for timely completion of “Works”. Upon expiry of the notice period, if CONTRACTOR fails to achieve specified quality and/or fails to take action for timely completion of “Works”, then EPI shall have option to withdraw the remaining work partly or in full from
CONTRACTOR and get the same executed at the risk and cost of the CONTRACTOR from alternative agency/agencies besides encashment of the guarantees submitted by the CONTRACTOR to EPI. The decision of EPI in this regard shall be final and binding on the CONTRACTOR.

12.0 The CONTRACTOR shall post adequate competent engineers and supervisory staff at site for day-to-day execution and supervision of its works etc. during the entire duration of the contract including maintenance/defect liability period. The minimum number and level of engineers, supervisors and other personnel to be deployed by the CONTRACTOR should be as directed by EPI. In case the CONTRACTOR fails to deploy adequate number of personnel at site/office, EPI after giving seven days notice shall engage the required personnel solely at the risk and cost of the PARTY and debit the cost of the same to the account of CONTRACTOR. EPI shall exercise overall management, monitoring and coordination of project. EPI shall not post any staff during maintenance/defect liability period for which the CONTRACTOR shall make suitable arrangement to the satisfaction of EPI / Client.

13.0 In case the project execution is delayed beyond the contractual scheduled completion period due to any reason attributable to the Contractor, the staff and site office expenses of EPI for extended period shall be paid by the CONTRACTOR to EPI at the rate of Rs.3.00 lacs per month. This shall be in addition to the facilities provided by the CONTRACTOR to EPI and the Liquidated Damages/Compensation for delay/Penalties etc. if any, levied by Client.

14.0 The CONTRACTOR shall be responsible for timely completion of the “Works” within the contractual completion period. Total Liquidated Damages/Compensation for delay, if any imposed/deducted from Client’s bills by client shall be recovered from CONTRACTOR’s bills or other dues.

15.0 The CONTRACTOR confirms that it holds EPF Code number, CST-TIN, VAT –TIN/ Sales tax on Works contract number, Service tax registration number, PAN (Permanent Account Number of Income Tax) etc. and shall be responsible for depositing EPF subscription and contribution for labour and staff employed by it on the “Works” and Service tax, other taxes, duties and dues etc. as per statutory requirements and documentary evidence of same shall be provided to EPI. The CONTRACTOR shall also be responsible for labour welfare and for arranging labour and other licenses/permits/clearance etc. for the project at their own. In case EPI has to take labour license or and other licenses, all expenditure towards the same shall also be borne by the CONTRACTOR. The CONTRACTOR shall comply with all the requirements as per labour laws/acts. All the records in this regard shall be maintained by CONTRACTOR as per statutory requirements and rules and shall be produced by the CONTRACTOR on demand if required.

16.0 The CONTRACTOR shall be responsible for obtaining all approvals from Client with regard to quality of materials & workmanship and measurements etc. for their portion of work. All such approvals shall be in
the name and title of EPI. The CONTRACTOR shall be responsible for reconciliation of issue material with Client, if any. Any shortfall in issue materials shall be made good/recovered from CONTRACTOR as per terms of EPI's contract with the Client.

17.0 The CONTRACTOR will not deal directly with Client and all the correspondence in matters regarding bills, claims, interpretation of the specifications, conditions and all matters related to the contract with Client, Client's Consultants, all other agencies including Government and Statutory bodies etc. shall be done through EPI only. CONTRACTOR shall prepare and submit expeditiously all bills, claims, details, clarifications, documents, information, etc. as required by EPI /Client for proper execution and successful completion of the “Works”.

18.0 If desired by EPI, CONTRACTOR shall be available/associate with EPI in meetings with Client for its portion of work. CONTRACTOR shall furnish all information and clarifications as and when required by EPI/Client.

19.0 Income tax shall be deducted as per income tax act as applicable

20.0 The CONTRACTOR shall plan and execute the “Works” in his scope of work in such a manner that the other works, connected with the “Works” of the CONTRACTOR, but not included the CONTRACTOR’s scope of work, do not get affected/delayed.

21.0 The CONTRACTOR shall deploy sufficient plant & equipment of the required and in good working condition for completion of the works in stipulated time with required quality, the equipment should either be owned by the CONTRACTOR or hired/leased. The deployment of equipment by CONTRACTOR shall be as decided by EPI and the same shall not be less than the minimum deployment stipulated by the Client, if any, for execution of “Works” and as per schedule agreed with EPI. The CONTRACTOR shall make arrangement for regular maintenance including preventive and breakdown maintenance and maintain stock of essential spares at site/near to site so as to ensure minimum breakdown time of equipment. The equipment once brought to site shall not be allowed to be removed without the consent of EPI. In case the CONTRACTOR fails to deploy sufficient equipment to the satisfaction of EPI or in case of prolonged breakdown of equipment, EPI at its sole discretion shall arrange the required equipment and debit all the related costs including ten percent overheads of EPI and shall recover the same from the due payments of CONTRACTOR, including from its bank guarantees available with EPI.

22.0 CONTRACTOR shall ensure compliance with all Central, State and Local Laws, Rules, Regulations etc. as applicable or may be applicable during the course of execution, maintenance etc. of the “Works” and shall indemnify against any claim or damages whatsoever on such accounts. The CONTRACTOR shall keep EPI indemnified at all times against infringement of any Patent or Intellectual Property rights.
23.0 EPI is an ISO:9001 and ISO:14001 Company. The conditions of the ISO as applicable should be followed by the CONTRACTOR for implementation & maintaining the established procedures of EPI for this purpose. Following documents have been provided by EPI to CONTRACTOR & CONTRACTOR confirms receipt of the same:
   a. Quality & Environmental Policy
   b. Objectives & Targets.
   c. Operational control procedures – Noise.
   d. Operational Control Procedures - Wastage

24.0 The work executed by CONTRACTOR shall be subject to audit and quality control checks from Quality Control Division & Technical audit of EPI, Client Inspecting Agency of the Client and Chief Technical Examiner of Central Vigilance Commission, Govt. of India. In the eventuality of any defect/sub standard works as brought out in the report or noticed otherwise at any time during execution, maintenance period etc., the same shall be made good by the CONTRACTOR without any cost to EPI. In case CONTRACTOR fails to rectify the defect/sub- standard work within the time period stipulated by EPI, it shall get it rectified at the risk and cost of CONTRACTOR and shall recover the amount from the dues of the CONTRACTOR.

25.0 In case, at a later stage, it is found that the CONTRACTOR has submitted incorrect, false details and credentials resulting in apprehensions on the capabilities of CONTRACTOR with regard to quality & timely completion of works, financial capabilities etc. EPI can terminate this agreement solely at its option. In this eventuality the CONTRACTOR shall be liable for the losses suffered by EPI and further CONTRACTOR shall have no claim on EPI, whatsoever.

26.0 All efforts shall be made to settle disputes, if any amicably. Only if amicable settlement is not possible, the same shall be referred to the sole arbitration of the Chairman & Managing Director (CMD) of EPI or the person appointed by the CMD, EPI and the decision of the arbitrator shall be final and binding on the “Parties”. Arbitration will be according to “Conciliation” clause, which is enclosed at Annexure – II.

27.0 All other terms and conditions shall be as per the Tender documents of Client and the same shall be applicable between EPI and the CONTRACTOR on mutatis mutandis basis. The above terms and conditions shall supersede the terms and conditions contained in the Tender Documents of the Client in case of variance in any condition. However, if EPI is granted some concession or exempted from certain obligations by client, by virtue of EPI being a Public Sector Company, the same concessions/exemptions shall not be applicable to the CONTRACTOR. The decision of EPI in this regard including interpretation of terms & conditions shall be final & binding on CONTRACTOR.
FACILITIES TO BE PROVIDED BY CONTRACTOR TO

Immediately on placement of LOI/Work Order (whichever is earlier) by EPI on the CONTRACTOR, the CONTRACTOR at its own cost shall provide furnished office, facilities etc. exclusively for the use of personnel of EPI as per details given below. The CONTRACTOR shall make his rates in their offer sufficiently comprehensive to cover the cost of the facilities as per details shown below and the CONTRACTOR shall not be entitled for any extra payment for the same.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY.</th>
</tr>
</thead>
<tbody>
<tr>
<td>A) OFFICE ACCOMMODATION</td>
<td>2000 Sq Ft.</td>
</tr>
<tr>
<td>Furnished Office/ Office cum Residential accommodation at one or more locations as per direction of EPI with basic amenities like Toilets, Drinking water arrangement, lights fans etc. for exclusive use of EPI’s Engineers &amp; Staff and maintenance of the same till Defect Liability Period. The Specifications and Design of accommodation shall be as approved by</td>
<td></td>
</tr>
<tr>
<td>B) FURNITURE OF TOTAL VALUE</td>
<td>Rs 5.0 lacs (Five lacs only)</td>
</tr>
<tr>
<td>c) OFFICE EQUIPMENT</td>
<td></td>
</tr>
<tr>
<td>a) Fax Machine</td>
<td>1 No.</td>
</tr>
<tr>
<td>b) Computer (i5 Processor) with minimum 4 GB RAM, 500GB HDD along with UPS &amp; Operator for each computer (In case Computer Operator is not provided by the CONTRACTOR, recovery of Rs.8000/- per month/per computer shall be made from the CONTRACTOR’s bills in this regard) and Latest version of Software like MS Project, Windows, MS Office, CAD etc.</td>
<td>2 Nos.</td>
</tr>
<tr>
<td>c) Laser or any other Printer of equiv. amount of A3 size</td>
<td>2 Nos.</td>
</tr>
<tr>
<td>d) Internet Facilities (If available in location OF site)</td>
<td>1 No.</td>
</tr>
<tr>
<td>e) Refrigerator (165 ltr.) or any other gadget of equivalent cost as decided by</td>
<td>1 No.</td>
</tr>
<tr>
<td>f) Air Conditioner with cooling &amp; heating (1.5 Ton Capacity)</td>
<td>2 Nos.</td>
</tr>
<tr>
<td>g) Aqua Guard (Drinking Water) or any other gadget of equivalent cost as decided by</td>
<td>1 No.</td>
</tr>
<tr>
<td>h) Photocopy Machine (CANON NP 3050 or equivalent model) or any other gadget of equivalent cost as decided by</td>
<td>1 No.</td>
</tr>
<tr>
<td>i) Digital Camera of 10.1 Mega Pixel</td>
<td>1 No.</td>
</tr>
<tr>
<td>D) CONSUMABLES</td>
<td></td>
</tr>
<tr>
<td>a) All consumables like Stationary, ink etc. shall be provided by CONTRACTOR till end of defect liability period. (Stationary items are inclusive of visiting cards. Rubber stamps, letter pads, photocopies, photocopy papers &amp; other items of daily office use). Amount shall be restricted to:</td>
<td>Rs. 10,000/- (Ten thousand) per month</td>
</tr>
</tbody>
</table>
b) Running & maintenance of the equipment mentioned above are to be done by the CONTRACTOR at his cost.

| Section | Description | Cost
|---------|-------------|------|
| E) TELEPHONE WITH STD FACILITY AND INSTRUMENT | a) Office Telephone (Fixed Line) 1.No b) Mobile Phone 2.Nos. Monthly operational expenditure on account of all telephones shall be restricted to. The cost of each Mobile Phone Instrument shall be restrict to Rs. 6,000/- | Rs 4,500/- (Four thousand Five Hundred) Per Month
| F) VEHICLE (Brand New) | Brand New Four wheel drive Scorpio DX vehicle or equivalent with Driver and accessories valuing Rs.30,000/-each vehicle 2.Nos | Monthly running shall be restricted to 5,000 Kms (Each Vehicles).
| G) OFFICE BOY CUM COOK on Full time basis for EPI | 1 No |

The vehicles shall be brand new and shall be provided with driver on full time basis. Consumables like diesel / petrol/oil lubricants and spare parts etc. shall be provided by the CONTRACTOR at their cost. The vehicles shall be maintained in good working condition. In case of breakdown, replacement of vehicles shall be provided by CONTRACTOR immediately. The cost of registration, transportation etc. shall be borne by the CONTRACTOR. In case a vehicle is not required by EPI, a recovery of Rs.30,000/ per month per vehicle shall be made from the CONTRACTOR for this purpose till the end of defect liability period. In case Driver, POL, maintenance of any vehicle is not required by EPI, a recovery of Rs. 20,000.00 per month per vehicle shall be made from the Contractor for this purpose till the end of defect liability period.

The above gadgets and facilities should be brand new and of reputed make and all facilities shall be provided and maintained properly (including payment of water & electricity bills etc) by the CONTRACTOR at Project site or at any other office related with execution of this project till completion of work, handing over, defect liability period in all respect at his own cost. The CONTRACTOR shall also make stand –by arrangement for water & electricity to ensure un-interrupted supply. The equipment/items shall be the property of CONTRACTOR at the end of contract. The CONTRACTOR shall be responsible for watch and ward of site office and other facilities etc. In case of theft/damage of any equipment/items, the CONTRACTOR shall immediately replace the same within a maximum period of two days.

The CONTRACTOR shall provide ‘Sign Board(s)’ as per design approved by and/or Client.

In case the above facilities are not provided by the CONTRACTOR within 10 (ten) days of award of work or replacement is not provided within the specified period, shall arrange the same at the risk and cost of the CONTRACTOR and make the recoveries from the bills of the CONTRACTOR for the same. The decision of shall be final binding on the CONTRACTOR in this regard.
CONCILIATION AND ARBITRATION

Before resorting to arbitration as per the clause given below, the parties if they so agree may explore the possibility of conciliation as per the provisions of Part – III of the Arbitration Conciliat ion and Act. 1996. When such conciliation has failed, the parties shall adopt the following procedure for arbitration :

1. Except where otherwise provided for in the contract, any disputes and differences relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and so to the quality of workmanship or materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the Sole Arbitration of the Chairman and Managing Director (CMD) of Engineering Projects (India) Limited (EPI), or any other person discharging the functions of CMD of EPI and if CMD or such person discharging the functions of CMD of EPI is unable to act, to the Sole Arbitration of some other person appointed by the CMD of EPI or such other person discharging the functions of CMD of EPI. There will be no objection if the arbitrator so appointed is an employee of EPI. However, such an employee shall not have directly dealt with the said contract or the works there under on behalf of EPI. Such Arbitrator shall be appointed within 30 days of the receipt of letter of invocation of arbitration duly satisfying the requirements of this clause.

2. If there arbitrator so appointed resigns his appointment, is unable or unwilling to act due to any reason whatsoever, or dies the Chairman & Managing Director aforesaid or in his absence the person discharging the duties of the CMD of EPI may appoint a new arbitrator in accordance with these terms and conditions of the contract, to act in his place and the new arbitrator so appointed may proceed from the stage at which it was left by his predecessor.

3. It is a term of the contract that the Contractor invoking the arbitration shall specify the dispute/ differences or questions to be referred to the arbitrator under this clause together with the amounts claimed in respect of each dispute.

4. The arbitrator may proceed with the arbitration ex-parte, if either Contractor, in spite of a notice from the arbitrator, fails to take part in the proceeding.

5. The work under the contract shall continue, if required, during the arbitration proceedings.

6. The Arbitrator shall make speaking Award and give reasons for his decision in respect of each dispute/ claim alongwith the sums awarded separately on
each individual item of dispute or difference or claims. The Arbitrator shall make separate award on each reference made to him.

7. The award of the arbitrator shall be final, conclusive and binding on both the parties.

8. Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and the Rules made there under and for the time being in force shall apply to the arbitration proceedings and arbitrator shall publish his award accordingly.

Note: Notwithstanding anything contained here in above, this clause shall not be applicable where the dispute is between EPI and another Public Sector Enterprise or Govt. Department for which a separate Arbitration Clause is provided vide Clause No. A given below :-

A. ARBITRATION BETWEEN PUBLIC SECTOR ENTERPRISE INTERSE/GOVERNMENT DEPARTMENTS.

1. In the event of any dispute or difference relating to the Interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either Contractor to the arbitration as per the Instructions (Office Memorandums/circulars) issued by Govt. Deptt. and another, one Govt. Deptt. and a Public Sector Enterprise and Public Sector Enterprises interse.

2. Subject to any amendment that may be carried out by the Government of India from time to time, the procedure to be followed in arbitration shall be as is contained in D.O. No. DPE/4 (10)/2001 –PMA – GLI dated 22/01/2004 of Department of Public Enterprise Ministry of Heavy Industries and Public Enterprise or any modification issued in this regard.
INTEGRITY PACT

Between

Engineering Projects (India) Ltd. (EPI) 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 of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM) , 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:

   a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

   b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

   c) The Principal will exclude from the process all known prejudiced persons.
2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s) / contractor(s)

1) The Bidder(s) / Contractor(s) 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.

a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC / PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / representatives in India. If any. Similarly the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines
all the payments made to the Indian agent / representative have to be in Indian Rupees only.

e) The Bidder(s) / Contractor(s) 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(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3  - Disqualification from tender process and execution from further contracts

(1) If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) / Contractor(s) 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 - Compensation for Damages

1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.

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 of the Contract value or the amount equivalent to Performance Bank Guarantee.

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 anti corruption 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.

Section 6 - Equal treatment of all Bidders / Contractors / subcontractors

(1) The Bidder(s) / Contractor(s) undertake(s) to demand from all subcontractors the commitment consistent 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 and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor 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 same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor / Monitors

(1) The Principal appoints competent and credible Independent External 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, EPI.

(3) The Bidder(s) / Contractor(s) 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 application to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractor(s) with confidentiality.

4) 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 take corrective action, 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. However, the independent External Monitor shall give an opportunity to the Bidder/ Contractor to present its case before making its recommendations to the Principal.

5) The Monitor will submit a written report to the Chairman EPI 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.

6) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the EPI Board.

7) If the Monitor has reported to the Chairman EPI, a substantiated suspicion of an offence under relevant IPC / PC Act, and the Chairman EPI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

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

9) Independent External Monitor shall be required to maintain confidentially of the information acquired and gathered during their tenure/ role as independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.

10) Independent External Monitor(s) shall be required to furnish an Undertaking and disclose before taking any assignment that he/ she has no interest in the matter or connected with the party (Bidder/ Contractor) in any manner.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contactor 12 months after the last payment under the 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 Chairman of EPI.

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. New Delhi

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 & On behalf of the Principal)

(Office Seal)

(For & On behalf of Bidder / Contractor)

(Office Seal)

Place ------------------

Date ---------------

Witness 1:
(Name & Address) ----------------------------------------------

Witness 2:
(Name & Address) ----------------------------------------------