Sub: Tender for Construction of Administrative, Academic Building, Staff Quarters, Auditorium, STP, External Electrification, Internal Road, Boundary wall etc. including Civil, PHE and Electrical work for Technical University” at Science City Campus Namkum, Ranchi, Jharkhand.

Ref: NIT No. DLI/CON/728/511 dated 28.12.2015

Addendum No. 1

1. Technical Specifications for HVAC works is enclosed as Annexure “A”.

2. Integrity Pact shall be applicable for this tender. Copy of Integrity Pact is enclosed as Annexure “B”.

Both the above documents shall be part of tender documents.

All other terms and conditions shall remain unchanged.

GGM (Contracts)
9.1 SCOPE

This chapter covers the general requirements for sheet metal ductwork for air distribution with associated items such as air outlets and inlets, fresh air intake and fire dampers.

9.2 MATERIAL

9.2.1 Ducts

i) All ducts shall be fabricated either from Galvanised Sheet Steel (GSS) conforming to IS: 277 or aluminium sheets conforming to IS:737. The steel sheets shall be hot dip galvanised with coating of minimum 120 grams per square meter (GSM) of Zinc.

ii) The thickness of sheets for fabrication of rectangular ductwork shall be as under. The thickness required corresponding to the longest side of the rectangular section shall be applicable for all the four sides of the ductwork.

<table>
<thead>
<tr>
<th>Longest side (mm)</th>
<th>Minimum sheet thickness</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>For GSS</td>
</tr>
<tr>
<td>750 mm and below</td>
<td>0.63</td>
</tr>
<tr>
<td>751 mm to 1500 mm</td>
<td>0.80</td>
</tr>
<tr>
<td>1501 mm to 2250 mm</td>
<td>1.00</td>
</tr>
<tr>
<td>2251 mm &amp; above</td>
<td>1.25</td>
</tr>
</tbody>
</table>

iii) All sheet metal connections, partitions and plenums required for flow of air through the filters, fans etc. shall be at least 1.25 mm thick galvanised steel sheets, incase of G.I. sheet ducting or 1.8 mm thick aluminium sheet, incase of aluminium sheet ducting and shall be stiffened with 25 mm x 25 mm x 3 mm angle iron braces.

iv) Circular ducts, where provided shall be of thickness as specified in IS: 655 as amended upto date.

v) Aluminium ducting shall normally be used for clean room applications, hospitals works and wherever high cleanliness standards are functional requirements.

9.2.2 Associated Items

i) Supply/ return air outlets, F.A. grilles and accessories shall be constructed from extruded aluminium sections.

ii) Flanges for matching duct sections, stiffening angles (braces) and supporting angles shall be of rolled steel sections, and shall be of the following sizes.
### Table

<table>
<thead>
<tr>
<th>Application</th>
<th>Duct width</th>
<th>Angle size</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flanges</td>
<td>Upto 1000 mm</td>
<td>35 mm x 35 mm x 3 mm</td>
</tr>
<tr>
<td>-do-</td>
<td>1001 mm to 2250 mm</td>
<td>40 mm x 40 mm x 3 mm</td>
</tr>
<tr>
<td>-do-</td>
<td>More than 2250 mm</td>
<td>50 mm x 50 mm x 3 mm</td>
</tr>
<tr>
<td>Bracings</td>
<td>Upto 1000 mm</td>
<td>25 mm x 25 mm x 3 mm</td>
</tr>
<tr>
<td>-do-</td>
<td>More than 1000 mm</td>
<td>40 mm x 40 mm x 3 mm</td>
</tr>
<tr>
<td>Support angles</td>
<td>Upto 1000 mm</td>
<td>40 mm x 40 mm x 3 mm</td>
</tr>
<tr>
<td>-do-</td>
<td>1001 mm to 2250 mm</td>
<td>40 mm x 40 mm x 3 mm</td>
</tr>
<tr>
<td>-do-</td>
<td>More than 2250 mm</td>
<td>Size and type of RS section shall be decided in individual cases</td>
</tr>
</tbody>
</table>

iii) Hanger rods shall be of mild steel and of at least 10 mm dia for ducts upto 2250 mm size, and 12 mm dia for larger sizes.

iv) All nuts, bolts and washers shall be zinc plated steel. All rivets shall be galvanised or shall be made of magnesium - aluminium alloy. Self tapping screws shall not be used.

### 9.3 CONSTRUCTION

#### 9.3.1 Ducts

i) Ducts shall be fabricated at site or factory fabricated and shall be generally as per IS: 655 "Specifications for metal air ducts", unless otherwise deviated in these General Specifications.

ii) The interior surfaces of the ducting shall be smooth.

iii) All the ducts upto 600 mm longest side shall be cross broken between flanges by a single continuous breaking. Ducts of size 600 mm and above shall be cross broken by single continuous breaking between flanges and bracings. Alternatively, beading at 300 mm centres for ducts upto 600 mm longest side, and 100 mm centres for ducts above 600 mm size shall be provided for stiffening.

iv) As far as possible, long radius elbows and gradual changes in shape shall be used to maintain uniform velocity accompanied by decreased turbulence, lower resistance and minimum noise. The ratio of the size of the duct to the radius of the elbow shall be normally not less than 1:1.5.

v) Flanged joints shall be used at intervals not exceeding 2500 mm. Flanges shall be welded at corners first and then riveted to the duct.

vi) Stiffening angles shall be fixed to the sides of the ducts by riveting at 1.25 meters from joints for ducts of size 600 mm to 1500 mm, and 0.6 mm from joints for ducts of size larger than 1500 mm. Bracings for ducts larger than 1500 mm can alternatively be by diagonal angles.

vii) Plenums for filters shall be complete with suitable access door of size 450 mm x 450 mm.

#### 9.3.2 Air Outlet and Inlets (Supply and Return)

i) All air outlets and intakes shall be made of extruded aluminium sections & shall present a neat appearance and shall be rigid with mechanical joints.

ii) Square and rectangular wall outlets shall have a flanged frame with the outside edges
returned or curved 5 to 7 mm and fitted with a suitable flexible gasket between the concealed face of the flanges and the finished wall face. The core of supply air register shall have adjustable front louvers parallel to the longer side to give up to 22.5 degrees vertical deflection and adjustable back louvers parallel to the shorter side to achieve a horizontal spread air pattern to at least 45 degrees. Return air grilles shall have only front louvers. The outer framework of the grilles shall be made of not less than 1.6 mm thick aluminium sheet. The louvers shall be of aerofoil design of extruded aluminium section with minimum thickness of 0.8 mm at front and shall be grade of 0.8 mm thick aluminium sheet. Louvers may be spaced 18 mm apart.

iii) Square and rectangular ceiling outlets/intakes shall have a flange flush with the ceiling into which it is fitted or shall be of anti smudge type. The outlets shall comprise an outer shell with duct collar and removable diffusing assembly. These shall be suitable for discharge in one or more directions as required. The outer shell shall not be less than 1.6 mm thick extruded section aluminium sheet. The diffuser assembly shall not be less than 0.80 mm thick extruded aluminium section.

iv) Circular ceiling outlets/intakes shall have either flush or anti smudge outer cone as specified in the tender specifications. Flush outer cones shall have the lower edge of the cone not more than 5 mm below the underside of the finished ceiling into which it is fitted. Anti smudge cones shall have the outer cone profile designed to reduce dirt deposit on the ceiling adjacent to the air outlet. The metal sheet used for construction of these shall be minimum 1.6 mm thick extruded aluminium sheet.

v) Linear diffusers shall have a flanged frame with the outside edges returned 3.5 mm and shall have one to four slots as required. The air quantity through each slot shall be adjustable. The metal sheet used for the construction of these shall be minimum 1.6 mm thick extruded aluminium sheet.

vi) Grilles and diffusers constructed of extruded aluminium sections shall have grille bars set straight, or deflected as required. These shall be assembled by mechanical interlocking of components to prevent distortion. These grilles and diffusers shall have a rear set of adjustable blades, perpendicular to the face blades for deflection purposes.

vii) All supply air outlets shall be fitted with a volume control device, made of extruded aluminium gate section. The blades of the device shall be mill finish/ block shade pivoted on nylon brushes to avoid rusting & rattling noise, which shall be located immediately behind the outlet and shall be fully adjustable from within the occupied space without removing any access panel. The volume control device for circular outlets shall be opposed blade radial /shutter type dampers, or two or more butterfly dampers in conjunction with equalizing grid. Opposed blade dampers shall be used for square and rectangular ceiling/wall outlets and intakes.

viii) All the products supplied by contractor should supplement in performance by selection curves of product ratings from the manufacturer.

ix) Laminar supply air diffusers shall be made of 2 mm thick powder coated aluminium sheet duly insulated with 5 mm thick closed cell polyethylene foam insulation having factory laminated aluminium foil and joints covered with self adhesive aluminium tape and having holes 2/3 mm dia including frame work.

9.3.3 Fresh Air Intakes
i) Fresh air intake grills shall be made of extruded aluminium sections.

ii) A flanged frame using RS sections shall be provided on front face to conceal the gap between the louvers and the adjoining wall face. Corners of frame shall be welded. The frame shall be made structurally rigid.

iii) Louvers made from extruded aluminium section shall be in modular panel form for ease of handling. These shall be free from waves and buckles. Vertical blades shall be truly vertical and horizontal blades shall be truly horizontal. Butt joints in blades shall not be accepted.

iv) Additional intermediate equally spaced supports and stiffeners shall be provided to prevent sagging/vibrating of the louvers, at not more than 750mm centres where the louver's length is longer than 750mm.

v) A bird wire screen made of 12 mm mesh in 1.6 mm steel wire held in angle or channel frame shall be fixed to the rear face of the louver frame by screens.

9.4 FIRE DAMPERS

i) Fire dampers shall be provided in all the supply air ducts and return air ducts (where provided), return air passage in the air-handling unit room and at all floor crossings. Access door will be provided in the duct before each set of fire dampers.

ii) Fire dampers shall be multi blade louvers type. The blade should remain in the air stream in open position & shall allow maximum free area to reduce pressure drop & noise in the air passage. The blades and frame shall be constructed with minimum 1.6mm thick galvanised sheet & shall be factory fitted in a sleeve made out of 1.6mm galvanized sheet of minimum 400mm long. It shall be complete with locking device, motorised actuator & control panel.

iii) Fire dampers shall be motorised smoke & fire dampers type. It shall be supplied with spring loaded UL stamped fusible link to close fire damper in the event of rise in duct temperature. Fire damper shall also close on receipt of fire alarm signal to cut off air supply instantaneously. An electric limit switch shall also be operated by the closing of fire damper, which in turn shall switch off power supply to AHU blower motor as well as strip heaters.

iv) Fire dampers shall be CBRI tested & certified for 90 minutes rating against collapse & flame penetration as per UL 555-1995. (Under writers laboratories)

v) Fire dampers shall be compatible with the fire detection system of building & shall be capable of operating automatically through an electric motor on receiving signal from fire alarm panel.

vi) Necessary wiring from fire alarm panel up to AHU electric panel shall be provided by the department & further from AHU electric panel to fire damper shall be provided by air conditioning contractor.

9.5 ACOUSTIC LINING AND INSULATION

This shall be done as per details given in para 11.8 and 11.9 (Chapter 11).

9.6 FLEXIBLE DUCTING

9.6.1 Application
Flexible Duct is a round, flexible lightweight duct and is preliminary used for

i) Speedy completion of project

ii) Offers a high degree of flexibility, which allows it to be easily connected to any desired position.

iii) A quick and economical means of correcting misalignment between system components.

iv) Allows ducting around obstacles where fabricated and fitted ducts would be difficult and costly to install.

9.6.2 Material

i) An uninsulated flexible duct shall be made of double lamination of metalized polyester film permanently bonded to a coated spring steel wire helix. Duct shall be in tear & puncture resistant construction.

ii) For insulated flexible duct where specified, inner core for the same should be made of double lamination of metalized polyester film permanently bonded to a coated spring steel wire helix. Fiberglass insulation of minimum 14 kg/cu.m density, 25 mm thickness shall be wrapped over the inner core & covered with strong outer jacket cum vapour barrier made of fibre glass reinforced metalized polyester film laminate.

iii) Care must be taken to install all the flexible duct in fully extended position & bends made with adequate radius as per manufacturer recommended practices.

9.7 INSTALLATION OF METALLIC DUCT

9.7.1 Ducting

i) The fabrication and installation shall be in a workmanlike manner. Duct work shall be rigid and straight without kinks.

ii) All exposed ducts within the conditioned space shall have slip joints. Flanged joints shall not be used.

iii) All joints shall be airtight.

iv) Ducts shall be supported independently from the building structure and adequately, to keep the ducts true to shape. The support spacing shall be not more than 2 m. where ducts cannot be suspended from ceiling, wall brackets or other suitable arrangements, as approved by the Engineer-in-charge shall be adopted. Neoprene or other vibration isolation packing of minimum 6 mm thickness shall be provided between the ducts and the angle iron supports/brackets. Vertical duct work shall be suitably supported at each floor by steel structural members.

v) Where metal ducts or sleeves terminate in woodwork, tight joints shall be made by means of closely fitting heavy flanged collars. Where ducts pass through brick or masonry openings, wooden frame work shall be provided within the openings and the crossing ducts shall be provided with heavy flanged collars on either side of the wooden frame work, so that duct crossing is made leak-proof.

vi) Duct connections to the air-handling unit shall be made by inserting a double canvas sleeve 100 mm long. The sleeve shall be securely bonded and bolted to the duct and unit casing.
Dampers shall be provided in branch duct connections for proper volume control and balancing the air quantities in the system, whether indicated in the drawings or not. Suitable links, levers and quadrants shall be provided for proper operation, control and setting of the dampers. Every damper shall have an indicating device clearly showing the position of the dampers at all times.

Where electrical heaters are mounted in the duct, these shall be of low temperature totally enclosed type fitted with radiation fins. A removable panel for access to the heaters shall be provided in the duct. Any hole in the duct for electrical wiring must be provided with suitable bushes to avoid leakage. 6 mm thick asbestos board lining shall be provided all around the inside of the duct for a distance of 30 cms, on either side of the electrical heaters. A manually reset thermostatic safety switch shall be provided near the duct section having heaters. In addition, the heaters must be interlocked with the connected fan motor of the AHU.

9.7.2 Air Outlets and Inlets

i) The locations of the air outlets and intakes shall be shown in the tender drawings and necessary openings and the wooden framework for fixing the grilles shall be provided by the air conditioning contractor. The location of these outlets/ inlets is subject to change and the approval of the Engineer-in-Charge shall be obtained before finally fixing the grilles/diffusers in position.

ii) In installing fresh air intakes, no fixing device shall be visible from the face of the frame. Where louvers are to be fixed in masonry or concrete, fixing shall be with either expanding plugs or raw plugs. Where the louvers are to be fixed in steel or wood, non-ferrous screws or bolts shall be used.

iii) Supply air outlets and return air intakes shall be anodized/ powder coated aluminium to the desired colour to match the surroundings wall/ceiling. The fresh air intakes shall be anodized/ powder coated aluminium as approved by the Engineer-in-Charge. The paint colour shall be approved by the Engineer-in-Charge.

iv) All damages to the finish of the structure during the installation work shall be made good by the air-conditioning contractor before handing over the installation to the Department.

9.8 BALANCING

The entire air distribution system shall be balanced with the help of an anemometer. The measured air quantities at fan discharge and at the various outlets shall be within ±5 percent of those specified/quoted. Branch duct adjustments shall be permanently marked after the air balancing is completed so that these can be restored to their correct position if disturbed at any time.

9.9 MEASUREMENT

i) Duct measurements (for insulated ducts) shall be taken before application of insulation.

ii) Duct work shall be measured section wise on the basis of external surface area by multiplying the axial length from flange face to flange face for each section by the corresponding duct perimeter in the centre of that section length.

iii) Uniformly tapering straight sections shall also be measured as in (ii) above. However, for special pieces like tees, bends etc. area computations for surface areas shall be done
as per the shape of such pieces.

iv) The quoted unit rate for external surfaces of ducts shall include all wastage allowances, flanges, gaskets for joints, vibration isolators, bracings, hangers and supports, inspection chambers/access panels, splitter dampers with quadrants and levers for position indication, turning vanes, straightening vanes, and all other accessories required to complete the duct installation as per the specifications. These accessories shall not be separately measured.

v) Grilles and diffusers (except linear-diffusers) shall be measured by the cross sectional areas, perpendicular to the airflow, and excluding the flanges. Volume control dampers, where provided shall not be separately accounted for.

vi) Linear diffusers shall be measured by linear measurements only, and not by cross-sectional areas, and shall exclude flanges for mounting of the linear diffusers. The supply air plenum for linear diffusers shall be measured as described above for ducting.

vii) Fire dampers shall be measured by their cross sectional area perpendicular to the direction of the airflow. Quoted rates shall include the necessary collars and flanges for mounting, inspection pieces with access door, fusible link/solenoid with wiring, but excluding the fire detectors, etc.

CODES

IS code for Ducting is IS:655.
IS code for GI sheet used for fabrication of ducting is IS:277.
IS code for Air Conditioning is IS:659
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
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) _____________________
(For & On behalf of Bidder / Contractor) _____________________

(Office Seal) (Office Seal)

Place ----------------
Date --------------

Witness 1 :
(Name & Address) __________________________________________

Witness 2 :
(Name & Address) __________________________________________