



CEMENT CORPORATION OF INDIA LIMITED

(A Govt. of India Enterprise)
An ISO 9001:2015 Certified Company
CIN - U74899DL1965GOI004322
GSTIN No. 18AAACC0949B1Z3
Bokajan Cement Factory - 782 490
Dist. Karbi Anglong :: Assam



Phone 03675 - 246106/246109, Fax No. 03675-246107

E-mail ID: bokajanmm01@gmail.com & bokajancement@gmail.com

Tender No. BKJ/MM/M-5890 /23-24/

Date: 04.11.2023

Due on: 20.11.2023

Dear Sir [s']

Please submit your most competitive offer for following as per terms and conditions given below/overleaf. You may depute your representative for attending the tender opening which will be made as 3.00 p.m. on the date in the Materials Management Department.

Sl. No.	Material Code	Description of item	Qty.
1	2852110592	Cement Mill Intel Head with Trunnion Assembled with mating Flange, Mill Shell (700mm in length) and Mounting Bolts & Nuts, Drg. No. 11:00:123.	01 Set.

Note: Please furnish your GSTIN & HSN Code of the material in the offer.

Delivery: -

Shall be made from ready stock (OR) in the shortest possible period within 8-10 Weeks.

1. Please submit your offer through e-tender.
2. Your offer should be valid for Minimum 90 days.
3. Prices: FOR: Bokajan Basis & Discount offered may please be indicated.
4. Payment: 100% within 30 days from date of receipt of material at our site through RTGS.
5. EMD: Rs. 1,16,000/- only.

HOD (MM)

Cement Corporation of India Limited

Bokajan Cement Factory-782 490

Dist. KarbiAnglong, Assam

Phone 03675-246106/246109, Fax No. 03675-246107

E-mail: bokajanmm01@gmail.com

Important instructions for E-Procurement

This is an E-Procurement event of CEMENT CORPORATION OF INDIA. The e-procurement service provider is NIC-Central Public Procurement Portal, New Delhi-110003

You are requested to read the terms & conditions of this tender before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1	<p>Process of E-tender :</p> <p>Registration:</p> <p>The process involves vendor's registration with tender wizard e-procurement portal. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. NIC-CPPP is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT etenders.gov.in/eprocure/app</p> <p>1). Vendors are required to register themselves online with etenders.gov.in/eprocure/app Register as Vendor Filling up details and creating own user id and password → Submit.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>In case of any clarification, please contact CCI/NIC-CPPP portal.</p> <p>Contact person (Cement Corporation of India):</p> <p>1. HOD (MM) CCI, Bokajan Cement Factory, Bokajan, Dist: KarbiAnglong Assam-782490 Contact No.: 03675-246109, + M:6303223140 E-mail : bokajanmm01@gmail.com</p> <p>2. HOD (MECH) CCI, Bokajan Cement Factory, Bokajan, Dist: KarbiAnglong Assam-782490, M: 9993586760.</p> <p>(A) Help Desk (NIC-CPPP): (E-commerce): ☐ 8077213001</p> <p>(B) System Requirement: Windows 8, 10 Professional Operating System, Internet Browser-9, 10 &11 Signing type Class 3 digital signature Java JRE 6 and above.</p> <p>THE VENDORS ARE ADVISED TO GO THROUGH THE <u>Help Manual</u> LINK AT etenders.gov.in/eprocure/app FOR GENERAL GUIDANCE ABOUT TENDER PROCESS.</p>
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	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by CCI. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p> <p>Note: The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>
3	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4	<p>In case of failure to access the payment towards cost of tender document & EMD for any reason, the vender, in term, will not have the access to on line e-tender and no correspondence in this respect will be entertained and CCI will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of tender fee and EMD through Online well in advance and verify completion of transaction in respect of tender fee and EMD.</p> <p>Vendors are instructed to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through <i>Attach Document</i> link against the particular tender. For further assistance please follow instructions of Vendor Help Manual.</p>
5	All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by CCI. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with Tender wizard (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
6	The responsibility of downloading the related corrigenda, if any, will be that of the responsibilities of the parties.
7	E-tender cannot be accessed after the due date and time mentioned in NIT.
8	<p>Bidding in e-tender & Reverse auction:</p> <p>a) Bidder(s) need to submit necessary EMD and Tender fees (If ANY) to be eligible to bid online in the e-tender. Tender fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by CCI.</p> <p>b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid is explained in Help Manual.</p> <p>1) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>2) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>c) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>d) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter SUPPLIER.</p>

	<p>e) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>f) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.</p> <p>g) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
09	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
10	No deviation to the technical and commercial terms & conditions are allowed.
11	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.
12	CCI has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
13	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website etenders.gov.in/eprocure/app of NIC-CPPP.
14	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
15	The bid will be evaluated based on the filled-in technical & commercial formats.
16	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
17	Bidders are requested to read the vendor Help Manual in the home page etenders.gov.in/eprocure/app to familiarize themselves with the system before bidding.

LIST OF ANNEXURES

	Part-I : Instruction to tenderers
	Part-II : General terms & conditions
Annexure - I	Covering letter
Annexure - II	Declaration that the officer of the Corporation are related to us/me
Annexure - III	Part-III – Special Terms and Conditions
Annexure - IV	Price Bid Performa
Annexure-V	Integrity Pact

Note: - Part-I – Instruction to tenderers, Part-II General terms & conditions, all formats and submit the same along with Annexure-9 which is available in CCI web site www.ccilttd.in must be submitted by tenderer duly filled & signed.



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Annexure X

PART-III : SPECIAL TERMS AND CONDITIONS

Cement mill inlet head with trunnion assembled with mating flange, Mill Shell (700 mm in length) and mounting Bolts & Nuts.

In addition to the General terms & conditions of the tender Part-I & Part-II, the following special terms & conditions will also apply to the contract for Manufacture & Supply of Cement mill inlet head with trunnion assembled with mating flange, Mill Shell (700 mm in length) and mounting Bolts & Nuts.

I. Eligibility Criteria :-

(a) The parties who are in the field of manufacturing & supply of cement plant machinery are eligible subject to – Manufacturing of Mill head with trunion and mounting bolts of Ball Mill having capacity more than 25TPH at their own workshop or at their authorised workshop. In case these are to be manufactured at their authorised workshop, they shall submit the following testimonials:

- i. The consent letter from the authorised workshop confirming to be the party's authorised workshop for manufacturing of such items.
- ii. The authorised workshop should have Mill head with trunion and mounting bolts of Ball Mill having capacity more than 25TPH in the past. Documentary evidence shall be submitted to that effect.

Or

(b) The parties who are the suppliers of Entire Cement Plant Machineries are also eligible.

The tenderer should furnish documentary evidence like Purchase/ Work order and in support of their experience for manufacturing & supply of Mill head with trunion and mounting bolts of Ball Mill having capacity more than 25TPH and submit copies of orders executed with complete specifications. Parties also have to submit the Customer satisfactory certificate of supplied Mill head with trunion and mounting bolts of Ball Mill from their clients.

1.0. Quantity:

2.1. The Qty. given in Price Bid format is indicative and subject to variation. The Corporation can increase or decreases the qty. without assigning any reason at the time of ordering and will not be liable for any claim whatsoever on account of reduction or increase in the quantity.

2.2. The total qty. indented against the order placed for the unit (s) may vary by at the discretion of the Corporation.

2.3. The period of contact may be extended suitably till the supply of ordered qty. with variation of $\pm 20\%$ is completed, if so, required without any prejudice to CCI's right of levying Liquidated Damages.

2.4. Non-acceptance of indents, as may be received from the CCI, Bokajan on monthly/ quarterly basis as per Corporate Office requirements, by the supplier on any account viz. Qty., delay in receipt of indent etc. will tantamount to breach of contract and supplier will be liable to pay penalty/LD as per decision of the Corporation based on the relevant parts of the terms & conditions of the contract.

2.0. DELIVERY:

3.1. The supply has to be made in phased manner on monthly/ quarterly basis as per requirement of the respective units to be conveyed periodically during the pendency of the contract and the same shall be binding on the supplier.

3.2. The C.C.I. shall place the indents along with the drawings (whatever required) and the supplier shall supply the material within the delivery period and as per schedule stipulated in the order.

3.3. In case of phased delivery, the supplier shall arrange the supplies of the material in such a manner that the quantity as indicated is supplied during the month/ quarter as per requirement/ priority of the unit(s).

3.4. The Corporation reserves its right to suspend supplies in a particular month/ quarter or cancel the indent in part or in full without entitling the supplier to any claim or compensation whatsoever.

3.5. In the event of CCI delaying issue of instructions for phased deliveries, issue of road permit, if required, the supplier will make all possible efforts to complete such supplies also within the period stipulated. However, the supplier shall be entitled for extension of delivery period equivalent to period by which such Road Permits have been delayed by the CCI.

3.6. The CCI is entitled to obtain ad-hoc quantity to be supplied in a particular month/ quarter for meeting any of their urgent requirements taking into consideration the total quantity for which the contract has been entered into.

3.7. All terms & conditions stipulated in the contract will be applicable to such ad-hoc requirements also.

3.8. The completion of delivery, in case of F.O.R. ex-works/Stn. Of despatch contracts, shall be on the date of despatch of material by the supplier. It shall, however, be the responsibility of the supplier to ensure that the material reaches CCI's respective unit(s) within reasonable transit time. In case of F.O.R. destination contracts the completion of delivery shall be on the date of actual receipt of material at CCI's factory sites.

4.0. PRICES:

4.1. The total rates (on FOR etc. basis as the case may be) should be quoted in our prescribed price bid Proforma as per Annexure-VIII indicating separately prices for different elements along with basic rate, freight, GST etc.

4.2. Supplier shall furnish distance & firm road freight payable per MT from supplier's works to each of our factory on door delivery basis. This will be pre-requiring of the tender and no variation in freight charges will be allowed during the contractual period.

4.3. The rates should be quoted on FOR destination basis inclusive of GST, freight, packing forwarding & transit insurance etc.

5.0 PAYMENT TERMS:

5.1. 100% payment towards cost of material including GST and freight shall be released by the concerned unit within 30 days after receipt, physical inspection and acceptance of material at factory site & after adjustment of any recovery/ liquidated damages for delay in delivery, if any.

6.0 SECURITY DEPOSIT: -

a) Successful tender(s) shall have to furnish a Security Deposit equivalent to @ 3 % (Three percent) value of the order calculated on total value of order i.e. basic price plus taxes duties and freight by way of demand draft / bank guarantee from any nationalized bank (in CCI's format) in terms of clause 2 of part-II of the tender documents towards satisfactory performance of the contract. Security deposit is to be submitted at respective unit.

(b) Security Deposit shall be released within three (03) months after completion of supplies and acceptance of material by the respective unit.

7.0. INSPECTION:

7.1. Inspection/ testing of the materials will be done at CCI's factory sites on receipt of material. The supplier shall furnish test certificates of their laboratory and inspection reports, if any.

8.0. QUALITY:

8.1. The supplier shall guarantee that the material to be supplied shall conform to be specifications and dimensions as specified in the order. materials should be shall be free from any defects arising out of use of defective material or any manufacturing or any other defects.

8.2. The supplier shall furnish test certificates of their laboratory and inspection report, if any.

8.3 In case of any dispute out of rejection of material, joint sampling of the material will be done within 7 days and the sample will be sent to CGCRI, Kolkata National Test House, Kolkata/ Shri Ram Test House, New Delhi or any other Govt. approved Test House for testing as per discretion of CCI. The test results will be binding on both the parties. If as per test report, the materials do not confirm to the specifications, the supplier shall arrange for free replacement to CCI site without any extra expenditure whatsoever. In case supplier does not raise any dispute any 7 days from the date of receipt of complaint, it would be construed that the supplier accepts the responsibility and will make free replacement as stated above.

8.4 The chemical composition and dimensional tolerance of the material will be governed by the relevant latest Indian Standard Specifications. Testing for chemical composition will also be governed by the relevant latest Indian Standard Specifications.

HOD (MM)



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Part-IV- Technical Specification

Countershaft for Cement Mill (Drg. No. 11:00:78R)

I. Description of the Work :-

1. Attached drawing is only for reference, Party have to Cross check and modify the Drawing for Cement mill inlet head with trunnion assembled with mating flange, Mill Shell (700 mm in length) and mounting Bolts & Nuts by visiting site i.e. Bokajan Cement Factory, Bokajan, Karbi Anglong, Assam.
2. Material testing of the existing Mill head, Flange, Shell to be done by reputed Govt. authorised Lab/Parties.
3. Manufacture & Supply of Cement mill inlet head with trunnion assembled with mating flange, Mill Shell (700 mm in length) and mounting Bolts & Nuts.
4. Test reports from Govt. /Govt. approved laboratory/Test house to be furnished for Ultrasonic, DP, Heat Treatment, Hardness and Material composition etc. testing have to be submitted along with the supply.
5. Party shall arrange for third party inspection of all the items from any of the three reputed parties i.e. M/S RITES/BVQI/LLOYDS ASIA. The third party inspection shall include from raw material procurement stage to final finished product stage and final inspection & clearance for dispatch. The inspection shall also include all stage-wise inspection and accordingly prepare schedule i.e. QAP. The inspection charges shall be borne by you only.

II. Mill details

Traylor Open Circuit Ball Mill

OEM – The Associated Cement Companies Limited.

Drive arrangement – Open Gear i.e. Girth gear and Pinion.

Mill Dia – 3.03 mtr.

Mill length – 13.563 mtr.

Shell Thickness – 45 mm

Capacity – 35TPH

Mill RPM – 18

Motor – 2000HP

iii. **Certificates/Test Reports:-**

- a. Test reports from Govt. /Govt. approved laboratory/Test house to be furnished for Ultrasonic, DP, Heat Treatment, Hardness and Material composition etc. testing have to be submitted along with the supply.
- b. Test reports from Govt. /Govt. approved laboratory/Test house to be furnished for Straight beam examination by using DGS scale.
- c. Dimensional check results to be furnished along with supply.
- d. Any other test certificate as per QAP or suggested by 3rd Party.

iv. **Inspection :-**

Being a vital component meant for prolonged life, the Cement mill inlet head with trunnion assembled with mating flange, Mill Shell (700 mm in length) and mounting Bolts & Nuts need to be thoroughly checked and inspected at the manufacturers works to ensure the quality. The checking will include stage inspection during the process of manufacturing as well as final inspection to check various parameters such as material specification, dimensions, tolerances and other requirement as specified in drawing/relevant standards.

Party shall arrange for third party inspection of all the items from any of the three reputed parties i.e. M/S RITES/BVQI/LLOYDS ASIA. The third party inspection shall include from raw material procurement stage to final finished product stage and final inspection & clearance for dispatch. The inspection shall also include all stage-wise inspection and accordingly prepare schedule i.e. QAP. The inspection charges shall be borne by you only.

All internal records of various checks, carried out by supplier will also be scrutinised and copies are to be submitted.

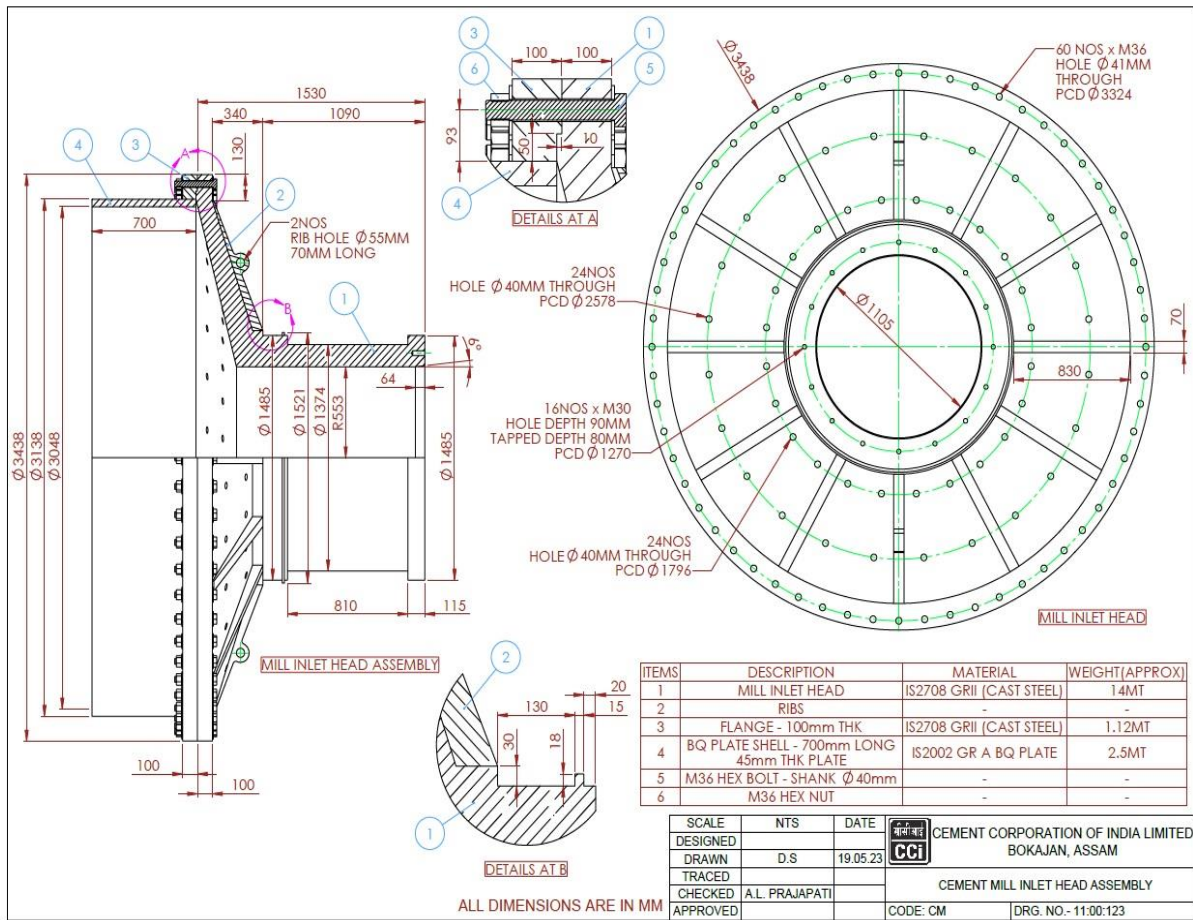
v. **Guarantee:-**

- (a). Supplier shall guarantee that the all the equipments supplied by them whether manufactured by them or sub-contracted or purchased from any other source and supplied to the Corporation, shall be new and free from all defects arising due to defective material or manufacturing defects. The equipment supplied shall be of world class workmanship with effective design.
- (b). The supplier shall provide warranty to replace, rectify or repair free of cost at the factory site the component or parts of machinery proved to have become un-serviceable due to any of the above defects within a period of 12 months from the date of use of the materials or 18 months from the date of receipt of material, whichever is earlier. In the event of the supplier not complying with the above within a reasonable time, the corporation will have the option to rectify, repair or replace the defective parts/machinery after giving notice to the supplier and recover the cost from the supplier.

vi. **Rejection and replacement :-**

In the event of Cement mill inlet head with trunnion assembled with mating flange, Mill Shell (700 mm in length) and mounting Bolts & Nuts proving defective while in the course of manufacturing machining, testing inspection or during installation, the same shall be rejected notwithstanding any previous certification of satisfactory testing and/or installation.

The supplier shall undertake to replace the rejected Cement mill inlet head with trunnion assembled with mating flange, Mill Shell (700 mm in length) and mounting Bolts & Nuts at his own cost and rejected Mill head with trunion and mounting bolts sent back to supplier after fulfilling the commercial terms and Conditions of CCI.



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Annexure - IV

Ref. No. BKJ/MM/M-5890/23-24/

PRICE – BID =====

Price Bid for procurement of Cement Mill Intel Head with Trunnion Assembled with mating Flange, Mill Shell at Bokajan Cement Factory of CCI.

Sl. No.	Description of item	Quantity	Quoted Rate (Rupees per Set on FOR Bokajan Cement Factory Basis)
01.	Cement Mill Intel Head with Trunnion Assembled with mating Flange, Mill Shell (700mm in length) and Mounting Bolts & Nuts, Drg. No. 11:00:123.	01 Set.	Rs. _____
03.	GST applicable @ ____%		Rs. _____
04.	Total Landed Cost per No: (1+2)		Rs. _____
05.	Payment Terms:		
06.	Validity		
07.	Delivery Period		

Note: L1 will be decided on overall lowest landed cost basis

Signature of Tenderer:

Name of the Signatory:

Date :

Designation :

Place:

Name of the Party :

Cement Corporation of India Limited

(A Govt. of India Enterprise)

An ISO 9001:2015 Certified Company

Bokajan Cement Factory

Dist. Karbi Anglong - 782 490 ; Assam

Annexure –V

INTEGRITY PACT

Between

Cement Corporation of India Limited (CCI) 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 value 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 (TEM), 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.
 - d) 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 exclusion from future contracts :

- 1) If the Bidders(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 sector-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 MM 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 :

- i. 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.
- ii. 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/Sub-contractors :

- (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) / Contactor(s) / 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 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, CCI.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all tender 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(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, CCI Ltd. 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 CC1 Board.
- (7) If the Monitor has reported to the Chairman CCI, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman, CCI 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 confidentiality 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 Contractor 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 CCI.

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 turnout to be invalid, the remainder of this agreement remain valid in this ease; the parties will strive to come to an agreement to their original intentions.

.....
 (For and on behalf of the Principal)
 (Office Seal)

.....
 (For and on behalf of Bidder/ Contractor)
 (Office Seal)

Place :-

Date :- / / 2022

WITNESSES: - Signature with Name & Address

- 1. Signature :-
- Name & Address :-
- 2. Signature :-
- Name & Address :-