



Cement Corporation of India Limited

Bokajan Cement Factory-782 490

Dist. KarbiAnglong, Assam
Phone 03675-246106/246109, Fax No. 03675-246107
E-mail: bokajamm01@gmail.com

NOTICE INVITING E-TENDER (NIT) (Only through E-Procurement)

Online electronic bids through Electronic Tendering System (ETS) are invited from supplier having adequate experience for procurement of Industrial Gases through ARC on Annual Basis. The complete set of tender documents is available on websites www.ccilttd.in, & www.etenders.gov.in, (CPP Portal).

| E- Tender No. | BKJ/MM/M-2351 Vol. XVII/24-25 |
|--|---|
| ➤ Mode of tender | E-procurement System (Online Part-I Techno-Commercial Bid and Part-II Price Bid through www.etenders.gov.in , (CPP Portal) |
| ➤ Date of NIT available to parties to download: | 24.10.2024 AT 03:00 PM. |
| ➤ Earnest Money Deposit: | Rs. 20,000/- (Rupees Twenty thousand) only to be paid through online (Debit Card/Credit Card/Net Banking & NEFT/RTGS Challan). |
| ➤ Date of starting of e-tender for submission of online Techno- Commercial Bid and Price Bid at www.cci-etender.com : | From 24.10.2024 Till 08.11.2024 (03:00 PM) |
| ➤ Date & Time of opening of Part-A (i.e. Techno-Commercial Bid): | 09.11.2024 at 03:00 PM |
| ➤ Date & Time of opening of Part-B (i.e. Price Bid): | Shall be informed separately |
| ➤ Pre-Bid meeting: | NIL |
| ➤ Validity of Bids: | 120 Days from the date of the techno-commercial bid opening. |

Offer is invited for the supply of following material on FIRM & FOR destination basis i.e. Bokajan Cement Factory, Dist: Karbi Anglong, Assam, Pin-782490 as per details given below:

| Tender Enquiry No. | Name of the Item | Qty. |
|--------------------------------|----------------------|-----------|
| BKJ/MM/M-2351 VOL. XVII/24-25. | Oxygen Gas Cylinder. | 6000 Cum. |
| | DA Gas Cylinders. | 3000 Cum. |

1. Only those tenders will be considered who fulfill the Pre-Qualification Conditions mentioned in the tender documents.
2. The price-bid should be submitted only as per CCI's Price-Bid Format otherwise the tender is liable for rejection.

HOD (MM)

Cement Corporation of India Limited

Bokajan Cement Factory-782 490

Dist. KarbiAnglong, Assam

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.-8897856954, E-mail : bokajanmm01@gmail.com</p> <p>2. HOD (MECH) CCI, Bokajan Cement Factory, Bokajan, Dist: KarbiAnglong Assam-782490,</p> <p>(A) Help Desk (NIC-CPPP): (E-commerce): 0120-4001 002 0120-4001 005 0120-6277 787</p> <p>(B) System Requirement:</p> |
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| | |
|---|--|
| | <p>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 <i>Help Manual</i> LINK AT etenders.gov.in/e procure/app FOR GENERAL GUIDANCE ABOUT TENDER PROCESS.</p> |
| | <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:</p> <p>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

| | |
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| | Part-I - Instruction to tenderers |
| | Part-II General terms & conditions |
| Annexure-I | Covering letter |
| Annexure-II | Integrity Pact |
| Annexure-III | Declaration that the officer of the Corporation are related to us/me |
| Annexure-IV | Unexecuted/ Present Contracts/Jobs in hand |
| Annexure-V | Additional information |
| Annexure-VI | Details of plant and machinery installed |
| Annexure-VII | Details of testing facility installed |
| Annexure-VIII | Details of orders executed including CCI during last three years |
| Annexure-IX | Declaration letter |
| Annexure-X | Part-III – Special Terms and Conditions |
| Annexure-XI | Miscellaneous Charges |
| Annexure-XII | Price Bid Proforma |

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.**

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 - X

Part: III - Special terms and Condition for Industrial Gas Oxygen & DA Cylinders.

01. The rate contract for supply of Industrial Gases will be entered for a period of One (01) Year however subject to extension of contract for further period of another One (01) Year at the same terms and condition with mutual consent of both.
02. The total requirement of Oxygen will be 6000Cum and D.A. will be 3000Cum approximately per year (qty. +/- 25%).
03. The requirement of gas at a time will 60 Cylinders of Oxygen and 30 Cylinders of D.A gas which should be supplied regularly or as and when required.
04. In addition to the above supplies, in case of emergency/plant maintenance works if taken up by us, the additional Gas Cylinders about one truckload consisting of Acetylene and Oxygen on the above ratio should also be supplied within short notice.
05. If supplies are delayed after 15 days or if failed to meet the ad-hoc supplies, in addition to recovered L.D. @ $\frac{1}{2}$ per fortnight on the value of indented quantities will be recovered. Also the Corporation will make alternative purchase at the cost and risk of the supplier and extra cost if any incurred which will be recovered from the supplier's bills.
06. Supplier should quote the rates per Cum. Of Oxygen and D.A. and maximum capacity of D.A. and Oxygen Cylinder may be indicated in your offer.
07. The prices should be exclusive GST. Party have to provide Modvat facility in case you charge Excise duty.
08. If required to furnish Security Deposit for Cylinders by CCI, the amount per cylinder may be indicated.
09. Similarly the supplier should furnish 5 % value of the contract as Security Deposit in the form of Bank Guarantee towards performance of the contract. In case of non-performance will be forfeited.
10. If required the rental charges may be indicated per Cylinder after the free delivery period of 60 days of more. For first 60 days no rental bill will be paid. Beyond 60 days @ 3/- per Cylinder per day will be paid extra against your bill.
11. It is duty of the supplier to collect the Empty Cylinders from our Factory. In case of failure CCI, will not pay any rental charges.
12. The inspection of verification of contents of Gas will be done by CCI, on receipt at our Factory. In case the quantity of Gas is found less, the same shall be binding on the supplier and in case of shortage, the cost will be recovered from the supplier's bills.

14. If noticed, the supplier is in habit of billing the false quantity over and above maximum capacity of the Cylinder, in such incidents the firm will be black listed in addition to forfeiture of the Security Deposit.
15. While submitting the tenders, the tenderer should furnish the maximum capacity of each Cylinder as per the Manufacturer Certificate so that billing quantity of Gas can be checked at our end.
16. The payment will be released within 30 days after receipt of material at our site. GST will be paid after reflecting in the GST Portal.
17. If the tender are authorized dealers / stockiest of any Manufacturer of Gas their dealership Certificate may be enclosed.
18. The price should be quoted as per format in CPP portal. After finalizing techno-commercial terms and conditions, those who are qualified commercially & technically their price bids only will be opened.
19. **Purity of D.A. and Oxygen Gases:** - Conforming to appropriate BIS Code.
20. **Size and Capacity of Gas Cylinders:** -
 - a) Each and every filled D.A. and Oxygen Cylinder, prior to delivery to our unit, must be filled with appropriate cylinder safety Cap so as to keep the neck and inlet nozzle in complete safety from outside thrusts and falls. Any filled cylinder of D.A. and Oxygen without cylinder safety Cap will be rejected at the time of delivery, summarily without assigning any reason thereof.,
 - b) Size and specification of the Cylinders will be as per IS and having capacity of 6 – 7.5 Cum of D.A. Cylinder (Normal) and 7 Cum of Oxygen (Normal).
21. **Variation of Cum of Gas D.A. & Oxygen:** -

10 % variation is allowed over 7 Cum of Oxygen and 6 Cum of D.A. this variation in Gas content will be inclusive of the variation in tare weight and of the Cylinder due to Wear and Tear as per I.S.
22. **Inspection of D.A. Cylinder at our site:** -

Inspection will be carried out as per I.S. that is 1.1 kg. of D.A is equivalent to 1 Cum of D.A. and will be computed as follows: -

Gross weight of Gas and Cylinder with cap (-) Tare Weight punched in the Cylinder Net weight of Gas in Kg.
23. **Net weight of Gas (Kg) = cum of D.A. in Cylinder:** -

Average weight of D.A. Cylinder Cap is 1.2 Kg approx. Hence in case, Gas Cylinder is sent without Cap 1.2 Kg. will be added to the gross weight of the Cylinder with Gas while computing the net gas content of D.A. Gas in Kg. in the Cylinder.

24 **Contract Value :-**

The tentative value of the contract will be around (₹) 10.00 Lakhs (± 25%).

25. **EARNEST MONEY DEPOSIT (EMD): -**

Rs. 20,000/- (Rupees Twenty thousand) only is to furnished by to be paid through online (Debit Card/Credit Card/Net Banking & NEFT/RTGS Challah) in favour of M/s. Cement Corporation of India Ltd., Bokajan payable at S.B.I., Bokajan (Banker's Code No. 2028).



Cement Corporation of India Limited

(A Govt. of India Enterprise)

Bokajan Cement Factory

Distt. : Karbi Anglong, Assam-782 490

(An ISO 9001:2008 Certified Company)

CIN : U74899DL1965GOI004322

ANNEXURE-VI

MISCELLANEOUS CHARGES

| Sl No. | Particulars | Charges in Rs. |
|--------|--|----------------|
| 1. | Cylinder holding charges | |
| 2. | Cylinder security deposit | |
| 3. | Replacement cost of damages/lost cylinders | |
| 4. | Replacement cost of damages/lost cylinder valve | |
| 5. | Drilling of broken spindles | |
| 6. | Replacement cost of damages/lost valve gland nut | |
| 7. | Replacement cost of damages/lost neck ring | |
| 8. | Replacement cost of damages/lost bottom ring | |
| 9. | Replacement cost of damages/lost cylinder cap | |
| 10. | Accenting of DA cylinder | |
| 11. | Safety plug of DA cylinder | |
| 12. | Other (if any) | |

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Annexure - IV

Ref. No. BKJ/MM/M-2351 Vol. XVII/24-25/

PRICE – BID

Price Bid for procurement of Industrial Gases Oxygen and DA Cylinder on Annual Rate Contract basis at Bokajan Cement Factory of CCI

| Sl. No. | Description of item | Quantity | Quoted Rate (Rupees per M ³ on FOR Bokajan Cement Factory Basis) |
|---------|--|---------------------------|---|
| 01. | Oxygen Gas | 6000 M³ | Rs. _____ |
| 02. | DA Gas | 3000 M³ | Rs. _____ |
| 03. | GST applicable @ _____% | | |
| 04. | Total Landed Cost per No: (1+2+3) | | Rs. _____ |
| 05. | Freight Charge per trip and any other on way expenses | | Rs. _____ |
| 06. | GST applicable on Sl. No. 05 @ _____% | | |
| 07 | Landed Total (5 +6) | | Rs. _____ |
| 09. | Payment Terms: | | |
| 10. | Validity | | |
| 11. | Delivery Period | | |

Signature of Tenderer:

Name of the Signatory:

Date :

Designation :

Place:

Name of the Party :

Seal of the Company :

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

Cement Corporation of India Limited

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An ISO 9001:2015 Certified Company

Bokajan Cement Factory

Dist. Karbi Anglong - 782 490 ; Assam

Annexure –II

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 remains 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 :- / / 2024

WITNESSES :- Signature with Name & Address

1. Signature :-
 Name & Address :-

2. Signature :-
 Name & Address :-