

NOTICE INVITING TENDER

 ISO - 9001 : 2008	FOUNDRY FORGE PLANT HEAVY ENGINEERING CORPORATION LIMITED (A Govt. of India Enterprise) Ranchi – 834 004 (INDIA) P.O.Dhurwa, Ranchi–834004 GSTINNO.-20AAACH4534P3ZL
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E-Mail: usha@hecltd.com
Web: www.hecltd.com

Sub: E-tendering with e-price bids for Procurement of LPG in tanker (12 MT) on the basis of Rate Contract.

Tenders are invited electronically through website. Tenders are to be submitted strictly as per guidelines furnished in the website of <https://etenders.gov.in> and hereunder:

INSTRUCTION TO BIDDERS:

1.0 Tender Summary:

Tender Ref No.	Enquiry No.PUR/FFP/LPG/RC/2025/332300/80/457 Dated–30.08.2025	
Cost of Tender documents / Tender(Tender Fee submitted in the form of DD in favor of Heavy Engineering Corporation Limited, Payable at Ranchi) Note: Tender fee must be submitted as on or before Tender Submission date i.e. till 20.09.2025 through offline mode. Scan copy of DD must be uploaded on E-tender Website Up to 3.00 PM.	Rs.3000.00	
Mode of Tender	E-Tender with E-Price bid.	
Earnest Money Deposit (EMD) (To be submitted in the form of DD / BG in favor of Heavy Engineering Corporation Limited, Payable at Ranchi. Note: EMD must be submitted as on or before Tender Submission date i.e. till 20.9.2025 through offline mode.	Rs.10.90 Lakhs	
Type of tender	Two Parts bid System 1. Techno-commercial Bid 2. Price Bid	
Last date and time for on-line submission of tender	20.09.2025	UPTO 5.00 PM
Tender Opening Date i.e time for online opening Of tender:	22.09.2025	AT 3:30 PM
Due date and time for online opening of Price bid of technically suitable firms	Will be intimated through e-tender Portal.	
Under unforeseen circumstances and if the due date falls on holiday, the tender will be opened On the next full working day at same time.		

Bidders are required to upload the bid along with all supporting documents including priced part (BoQ) only on the e-tendering website (<https://etenders.gov.in/eprocure/app>) on or before the due date and time for submission of bid.

NOTE:HEC reserves the right to extend / change the schedule of any activity by intimating the bidders through a notification on the e-tender portal.

2.0 Contents of tender documents:

1.	Techno - Commercial Terms and Conditions of NIT	Annexure “A” and Annexure “B”
2.	Template for Price Bid/BOQ format for online submission by the bidder	BOQ.xls

3.0 Requirements for Vendors:

A) P.C.connected with internet.

B) Registration with Service provider portal <https://etenders.gov.in>

C) The vendor should possess a Class-II or Class-III Digital Signature certificate (Mandatory) (Bids will not be recorded without Digital Signature Certificate).

D) In case of any clarification please contact M/sNIC, before the schedule time of the submission of bid. Contact Person: - **Shri Kushal Kumar: 09852923855 / 7903884318.**

E) Registration / enrolment of Bidder on e- tender Portal of HEC: In order to submit the bid, the bidders have to get themselves registered online on the e-tender portal of HEC Ltd with valid Digital Signature Certificate (DSC) issued from any agency authorized by CCA and which can be traced upto the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of the bidder, whereas DSC holder may be either bidder himself or his duly authorized person.

4.0 Registration:

For registration, submission procedure and method of correspondence etc., please visit our website: <https://www.hecltd.com> or <https://etenders.gov.in> and click on the relevant link for help.

5.0 Help for participating in e-tender:

The detailed method for participating in the e-procurement is available in the website <https://www.hecltd.com> or <https://etenders.gov.in>. The bidders have to Log on to official website and then click on the specified links to start participating in the e-procurement process.

Bidders are also free to communicate with the contact person of the service provider to get all clarifications regarding the mode of the e-procurement process.

NB:

- (I) Please note that there is no provision to take out the list of parties downloading the tender document from the above referred website. As such, tenderers are requested to see the website once again before due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigendum, if any, will be that of the downloading parties.
- (II) No separate intimation in respect of corrigendum to this NIT(if any) will be sent to tenderers who have downloaded the documents from website. Please see websites i.e., <http://www.hecltd.com> or <http://www.etenders.gov.in>.

6.0 The offer should be submitted (uploaded) strictly as per the terms and conditions and Procedures laid down in the website <http://www.etenders.gov.in> tender document tailing which the offer is liable for rejection.

Bidders should download the complete NIT including the Annexure and read carefully before filling the details and uploading the documents.

7.0 The offers with any deviations to the NIT Terms and conditions shall be liable for rejection.

8.0 The bidder must upload all the documents required as per the terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.

9.0 It may pleased be noted that e-tendering or e-procurement fall under the purview of the Information Technology Act 2000 and Information Technology (Amendment) Act 2008 and other relevant acts and subsequent amendments if any).

10.0 There will be no physical sale of the tender documents.

11.0 PREPARATION OF TENDER DOCUMENTS:

Tender is to be submitted in Two Part bid system in the following manner and shall be submitted through electronic mode only:

Techno-commercial bid (Part 1)-The offer is to be scanned and uploaded in our portal consisting technical details as per **Annexure 'A'**.

The commercial terms and conditions should be as per **Annexure 'B'**. The format (Commercial sheet PDF) in PDF format shall be downloaded and the same PDF file duly filled by the bidder is to be uploaded while submitting the offer. No Price part is to be uploaded in this part.

b. Price-Bid/BOQ :-This part of the offer should contain price portion .The format of Price Bid/BOQ which in excel format shall be downloaded by the bidder and rate offered by the bidder shall be filled in the excel file and uploaded the same excel file of e tendering system while submitting the offer.

The price bid/BOQ which is incomplete and not submitted as per the instructions given will be liable for rejection.

Note:

Bidders are requested to upload all the attachments/documents in one single PDF File in Other Important Documents (OID) or as indicated in the online instructions. For Example if more than one document is to be uploaded in support of Eligibility criteria or proneness criteria or any other requirement then bidder must prepare one single PDF file of all the related documents and then upload in the system in OID.

Bid Opening Process is as below:-

Cover-I: Technical bid opening date will be as per given dates. If any clarification is needed from the bidder about the deficiency in his uploaded documents in Cover-I, he will be asked to provide it through Short fall documents folder in e-tendering portal. The bidder shall upload the requisite clarification/documents within time specified by HEC, failing which tender will be liable for rejection.

Cover-II: The financial bids of the contractors / firms found to be meeting the qualifying requirements and technical criteria shall be intimated through portal. (Depending on Cover-I evaluation any changes in the date shall be intimated through e-tendering portal)

12.0 Disclaimer Clause:

The Company (**Heavy Engineering Corporation Ltd.**) nor the service provider (www.etenders.gov.in) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

1.0SCOPE OF Delivery:-

Dear Sir,

We request you to submit your most competitive offer for the following items as per the given schedule for rate contract to be concluded for one year from date of Rate Contract.

Enquiry Schedule:

Sl. No.	Description of Stores	Unit	Tentative Quantity	Remarks
1	LPG as per IS – 4576, Calorific Value – 11850 Kcal/Kg Type – Commercial Mixture of butane- Propane	MT	1000 MT	Delivery of Material will be taken in phases as per our requirement.

Note: Interested bidders are requested to submit their most competitive offer through e-procurement mode (www.etenders.gov.in) only. Offer submitted through offline mode will not be considered. For more information please visit our website /above line, however for reference tender documents is attached herewith.

1.Bid Submission Start	:	Date	30.08.2025	6.00PM
2.Bid Submission End	:	Date	20.09.2025	5.00PM
3.Technical Bid Opening	:	Date	22.09.2025	3.30PM

Prerequisites:

Annexure-A

A. Techno-Commercial Bid:

1. It must be submitted through e-procurement.
2. The firm must keep Validity Period of the offer for minimum 90 days from the Tender Opening Date (TOD). The price as per Purchase Order to be placed on successful bidder must remain firm & fixed till delivery period of contract as mentioned in Enquiry Schedule.
3. **Tender Fee:-** Rs. 3000.00 (Rs. Three Thousand Only) (Non- refundable) is to be submitted along with Techno Commercial bid. Scan copy of Tender Fee in the following forms is to be submitted through e- procurement and hard copy of the same is to be dispatched on the below mentioned address:-

Manager(Purchase)/MM Division/FFP,HECLtd,Dhurwa,Ranchi-834004

- a) Demand Draft on any of the Nationalized Bank in favor of Heavy Engineering Corporation Ltd, Ranchi.
 - b) Tender Fee maybe exempted in case:-National Small Industries Corporation (NSIC)/Small Scale Industries (SSI)/Micro, Small Scale Industry (MSME), as per Government directive. Firms registered with DGS&D for the items under tender.
4. Earnest Money (EM) for **Rs. 10.90 Lakhs (Rs. Ten Lakhs and Ninety Thousand)** along with Techno Commercial Bid.
EMD is to be accepted in the following forms:
 - (i) **Demand Draft** on any of the Nationalized Banks in favor of “Heavy Engineering Corporation Limited, Ranchi”.
 - (ii) **Bank Guarantee from any Nationalized Bank**

EMD may be exempted in case:-

a) National Small Industries Corporation (NSIC) / Small Scale Industries (SSI) / Micro, Small Scale Industry (MSE), Udyam Certificate as per Government directive.

NSIC/SSI/MSE are to furnish necessary documentary evidence in support of being as NSIC /SSI/MSE and copy of latest Govt. notification specifying exemption of EMD for them.

5. Offer without EM Deposit not to be considered. The Document for exemption from EMD submission must be submitted else offer will summarily be rejected.

6. The firms have to submit the credentials; the list of their Customers where they have supplied the materials, etc.

7. Full particulars, i.e. Specifications, Literatures (Brochures/pamphlets), Drawings, etc. as applicable or it is specifically asked for may have to be submitted along with the quotation. The Brand and Maker's name must also be indicated in the offer; else the offer may be ignored.

8. The Delivery Schedule of the materials should be as per our requirement as mentioned in the Special conditions. The firm has to accept the same; else the offers may be rejected.

9. The firm has to mention the GST Registration No. along with the offer. Reasons for non-submission of these documents may please be indicated clearly; else the offers may not be considered.

10. **Inspection Clause:** Material will be accepted on firm's GC & TC about its quality. However we reserve our right to get the material tested at our premises. In case the material is found defective during use or after testing the same shall have to be replaced by the firm free of cost. In case non-acceptance of our Inspection Report., third party Inspection may be made, which shall be binding both the parties. The cost of third party inspection shall be on firm's account.

11. All tenders shall submit a copy of PAN (Permanent Account Number) of the Income Tax Department.

12. The firms shall have to submit the Manufacturer test certificate (MTC) along with the supply of material.

13. The firm will have to submit the Guarantee Certificate along with material.

B. Techno Commercial bid: The offer should be submitted as per the format given in Annexure B. The tenders are requested for strict compliance of the above prerequisites. Else their tenders are liable to be rejected.

Price Bid: This part of the offer should contain price portion. The format of Price Bid/BOQ which in excel format shall be downloaded (By clicking on "**Download as Zip File**" while viewing the Tender details) by the bidder and rate offered by the bidder shall be filled in the excel file and uploaded the same excel file of e tendering system while submitting the offer.

The price bid/BOQ which is incomplete and not submitted as per the instructions given will be liable for rejection.

Special Conditions:

- i) Bidders may be OEM/manufacturers or dealer, reseller, channel partner, distributor, etc. If the bidder is not OEM/Manufacturer, then he has to submit the Authorization dealer/vendor certificate from OEM/Manufacturer along with the following undertaking from OEM/Manufacturer, duly signed and sealed on the letter head of OEM/Manufacturer, with tender documents : "WE (Name of OEM/Manufacturer), hereby undertake the full responsibility of the quality and quantity of LPG that is supplied to M/s FFP HEC Ranchi for the complete contract period by M/s (Name of reseller/distributor etc)."
- ii) The transportation of LPG to FFP, HEC Ranchi site shall be in supplier's scope.
- iii) Delivery - The LPG to be delivered in Tanker. The LPG shall be supplied as per the standard Govt. rules. The delivery shall be in lot of 10-12 MT or more per trip as per our requirement.
- iv) Timely delivery will be essence of contract. The delivery of material shall be ensured within 3 days from

- date of intimation. For late Delivery LD Clause shall be applicable.
- v) The Price shall remain firm throughout the contractual period. The Price quoted by the Firm shall be based on FOR FFP Basis. Any other additional cost shall not be acceptable. However, Price variation clause is also accepted, detail formula for calculation shall be given.
 - vi) No detention charges shall be allowed for tanker.
 - vii) The firm has to provide Test Certificate/ Guarantee Certificate/Quality certificate for each consignment.
 - viii) The tenderer must submit the credentials regarding supply of high volume LPG preferably to Govt. Co's/PSU's. Documentary proof in support of the same shall be submitted along with the Techno Commercial bid. Without this the offer may not be considered.
 - ix) Weighment of material - The material shall be weighed by FFP, HEC and the actual weighment at FFP shall be Final. The capacity of weigh bridge of FFP is: Weighment capacity- 60T, length- 9 meter, width- 3 meter. If the supplied tanker is beyond this capacity its weighment shall be done outside HEC (Approx a radius of 5 KM) in presence of HEC representative and the cost of weighment shall be borne by the firm.
 - x) Quantity Tolerance: $\pm 10\%$
 - xi) Price variation Clause: If Price Variation Clause is applicable, Details formula for calculation shall be given. The price shall be mentioned in the price bid part only.
 - xii) EMD Clause: EMD amounting Rs.10.90 Lakhs to be submitted before tender opening date in the firm of DD/BG
 - xiii) Risk Purchase Clause- The purchaser may go for procurement from elsewhere of the undelivered stores/similar items due to failure of supplier within the stipulated delivery period at his own RISK & COST with prior notice as per the General Terms & Conditions of contract(GCC) of HEC Ltd. which is available on our website www.hecltd.com
 - xiv) This tender is also governed by the GCC of HEC Ltd. along with GeM GTC.
 - xv) Liquid damage (LD) Clause: The purchase shall recover a sum of 0.5% per week (Completed work) of price of the stores, up to a maximum 10% as LD which contract has failed to deliver as aforesaid.
 - xvi) Repeat Order- We reserve our right to repeat the ordered quantity up to 100% at same rate, terms and condition within 12 months after successfully supply of material of contract with mutual consent.
 - xvii) Please submit the MII & MSME/NSIC certificate at proper place.
 - xviii) Rate Contract shall be valid for One year from date of Rate Contract. Which may be extended for further one year or more after review and on mutual consent on the basis of this Rate Contract, FFP may place Purchase Order time to time as per their requirement.
 - xix) The quantity and the period of the contracts may be increased or decreased depending upon the prevailing situation at that time.
 - xx) Rate quoted in BOQ must include freight charges, packing & forwarding (if any) etc.
 - xxi) The bidder has to submit an Integrity Pact (IP) as per proforma Annex – “C” duly signed and stamped along with the bid (Part -1) on a non-judicial stamp paper of value Rs. 100 (or appropriate value decided from time to time.) Bid without Integrity Pact will be not considered for evaluation.

NOTE:

1. The rate quoted shall be inclusive of all packing, forwarding and freight charges.
2. A) The Price quoted by the firm should be exclusive of GST. The rate and nature of GST applicable at the time of tender should be shown separately. GST shall be payable to the firm at the rate at which it is liable to be assessed or actually been assessed on the date of supply, provided the transaction of sale is legally liable to Sales Tax and within the Delivery Period (DP). Any change on the Taxes& Duty structure beyond the DP shall not be considered by HEC Ltd.

b) Price should be quoted exclusive of GST. The amount and rate must be specifically mentioned. In case GST is inclusive the amount or rate must be indicated separately in the offer, otherwise the offer may not be considered.
3. **Validity of offer** :The rates quoted must be firm and the offers made must remain valid for **90 days** from the date of opening of the tender. Delivery date offered must be specified and guaranteed.
4. Quotations erased or overwritten are likely to be rejected unless all corrections are authenticated with the signature of the tenderer(s).
5. Conditional offers are liable to be rejected.
6. Delayed/Late Tender: There is no obligation on our part to accept the delayed/late tender received after the due date of opening and these are liable to be summarily rejected. The material must be

supplied within two days from date intimation.

7. The Corporation does not pledge to accept the lowest **or** any tender. It also reserves the right to accept the whole **or** any part of the tender **or** portion of the quantity offered and the tenderer(s) shall have to supply the same at the rate quoted.
8. The rates quoted shall also be inclusive of embossing on the material. The Ownership, namely FFP should be at a predominant place of the material to a size/thickness upon the volume of the material.
9. Order placed as a result of this tender shall be subject to the GENERAL TERMS & CONDITIONS of the Contract of the Corporation.
10. **Payment shall be made within 60 days of the receipt of supplied at the destination, conforming to our Inspection Clause and after our acceptance.**
11. The Corporation reserves the right to call for and examine the Books of Accounts and any other documents/ papers of the firm at any time for the purpose of ascertaining whether any excess payments have been made or the firm is likely to receive undue benefit out of execution of the particular Contract.
12. **Security Deposits (SD):** In the event of Contract materializing, successful tenderer(s) shall have to deposit SD equal to 5% of the value of the Contract (including basic rate, GST & freight) within the stipulated period, failing which the Contract shall be liable to be cancelled at the risks and expenses of the suppliers.
13. **Delivery:** Timely Delivery is the essence of the Contract. Delivery must be completed not later than the dates specified therein, otherwise following Clauses shall be applicable: -
 - a) **Liquidated Damage (LD) Clause:** The purchase shall recover a sum of 0.5% per week (completed week) of the price of the stores, up to a maximum 10% as LD which the Contractor has failed to deliver as aforesaid.
 - b) **Risk Purchase Clause:** The purchaser may go for procurement from elsewhere of the undelivered stores/ similar items due to failure of the Supplier within the stipulated Delivery Period at his own RISK & COST with prior notice as per the General Terms & Conditions of Contract (GTCC) of HEC Ltd. which is available on our website www.hecltd.com
 - c) **Cancellation of Contract:** In above case, the Contract may be cancelled or apportion thereof.
14. **Force Majeure Clause:** It shall be applicable on submission of documentary proof/paper cuttings.
15. For Vendor Registration, the tenderers may approach Central Purchase / HMBP, HEC Ltd; Ranchi- 834 004. The Registration form can also be downloaded from our website www.hecltd.com and the filled form may be sent along with relevant documents and requisite fee to Sr. Dy. G.M./Central Purchase/HMBP/HEC Ltd, Dhurwa, Ranchi -834 004.
16. **For NSIC/SSI/MSME Enterprises documentary evidence in their support and copy of latest Govt. notification specifying exemption of EMD for them to be enclosed.**
17. **It is to be specified clearly in your offer that the firm is NSIC/SSI/MSME and also confirm whether the firm is owned by SC/ST entrepreneurs.**
18. The bids submitted through website will also be considered if they fulfill the NIT terms and conditions.

N.B. Please comply to all the terms & condition mention above and non compliance to the above may reject the offer.

Thanking you,

(USHA)
Manager (Purchase)/FFP
E-Mail: usha@hecltd.com

AnnexureB:**The offer shall be submitted in the format given below:-**

Terms & Conditions		HEC Requirement	Bidders
1a	Supply of Item as per Specifications Of NIT	Yes/NO	
1b	Details of Specifications	PL mention details of specification for items	
1c	Price Term (FOR Ex-Works//FOB)	FOR FFP Stores, Ranchi	
2a	GSTIN	GST Registration	
2b	GST Rate	Amount/ Rate to be quoted	
3.	Packing & Forwarding Charges	Preferably Inclusive	
4	Payment Terms	Within 60days after the receipt and acceptance of material at FFP Stores.	
5.	Validity of Offer	90Daysfrom TOD.	
6	Freight/Delivery Charge	Preferably Inclusive	
7	Delivery Period	The material will be procured as per requirement within one year from placement of Rate Contract.	
8.	Delivery Schedule	The material is to be supplied within 2 days from the date of intimation of as per our requirement mentioned in NIT.	
9	Mode of Dispatch	Separately	
10	Insurance	Firm's A/c.	
11	Test Certificate	To be provided by Manufacturer/Supplier	
12.	Warranty Certificate/Guarantee Certificate	Firm shall have to furnish Guarantee/Warrantyfor12 months from date of supply.	
13	Inspection	As per Inspection Clause of NIT	
14	LD and Risk Purchase Clause	As per NIT	
15	Tender Fee	Rs.3000.00	
16	EMD	Rs.10.90 Lakhs	
17	Security Deposit	@ 5% of contract value to be Submitted within 21 days of issue of P.O.	
18	Whether company owned by SC/ST	Yes/No	
19	Status of firm (MSME/NSIC/SSI/Udyam Certificate)	MSME firm has to provide UAN No. And Declaration of UAN No. in CPP Portal	
20.	General Terms & Conditions of Contract of the Contract of the Corporation which can be Downloaded from our website www.hecltd.com	To be confirmed by the firm	
21.	Integrity Pact	Submitted by the firm	

N.B.1)Terms &Conditions duly filed in and to be submitted along with Techno Commercial bid of offer through e-procurement otherwise your offer may not be evaluated.

(Usha)
 Manager(Purchase)/FFP
 E-Mail:usha@hecltd.com

< Non Judicial Stamp Paper of Rs. 100>

INTEGRITY PACT

Between

Heavy Engineering Corporation Ltd.(HEC) 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 forThe 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 Bidders(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 cartelisation 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) /Contractors(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” (enclosed) 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. Copy of “Guidelines on Indian Agents of Foreign Suppliers” attached.
- 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

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) / Contractors) from the tender process or take actions like Banning of business dealings etc.

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 or action can be taken against the bidder.

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

- (1) The Bidder(s)/ Contractor(s) undertake (s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7– Criminal charges against violation by the Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance

Officer.

Section 8 – Independent External Monitor / Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, HEC.
- (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 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) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or 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 tolerated action.
- (6) The Monitor will submit a written report to the CMD, HEC within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the HEC Board.
- (8) If the Monitor has reported to the CMD HEC, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD HEC 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.
- (9) The word 'Monitor' would include both singular and plural.
- (10) Name of present IEM
 - a. Dr. Bibhuti Bhushan Pattanaik, Ex-MD, CWC
Address-302, New Shivalik CGHS,
Plot No. GH-4, Sector-51, Gurugram-122002
Contact No. 9818372724
email- pattanaik181@yahoo.com
 - b. Shri Pradeep Kumar, IRSSE (Retired),
Former Member Infrastructure, Railway Board.
Address- Flat No. C-701, Bestech Park View Spa Apartments,
Sector-47, Gurugram-122018
Contact No. 8130820000
email-pradeepawasthi1981@gmail.com ,
pradeep.kumar.17@gov.in

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 CMD HEC.

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. Ranchi.
- (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) _____