

SCHEME
FOR
e-REGISTRATION OF
CONTRACTORS
FOR THE WORKS OF
COAL & SAND
LOADING & TRANSPORTING
OB REMOVAL
WAGON LOADING
FOR CIL & ITS SUBSIDIARIES.

(To be incorporated as Part II “e-Registration of Contractor” in Chapter 5 of CMM)

(w.e.f. 25-09-2010)

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SCHEME FOR e-REGISTRATION OF CONTRACTORS FOR THE WORKS OF COAL & SAND LOADING & TRANSPORTING OB REMOVAL/HIRED HEMM WORKS WAGON LOADING FOR CIL & ITS SUBSIDIARIES.

INTRODUCTION:

In all the subsidiaries of Coal India, the process of tendering under the CMM is presently being done manually following the Contract Management Manual (CMM). Only recently one subsidiary viz. MCL has gone for e-tendering. With the advent of new technology it is the need of the time to change the manual system to an electronic system. For the purpose of changing the system, there is a need for registration of the contractors through e-Registration. This is required with a view to reduce the time taken for the whole tendering process and this will facilitate the future e-tendering of the above mentioned jobs. As a first step, e-Registration is to be adopted as per the details given below:

e-REGISTRATION

1. Bi-monthly Notice for registration to be published in newspaper and in other media as per the provision of Manual. There should be continuous advertisement for publicity in the web site of concerned subsidiary.
2. The registration will be open ended and can be applied any time of the year. A contractor/ firm can apply for registration of his/ their firm on any day excluding Sundays and public holidays. Verification of credentials submitted on-line/ off-line shall be done within a reasonable time and registration granted by allotting appropriately secured identifications key including password / code/ digital signature. Contractor/ firm will also submit an Affidavit on a non-judicial stamp-paper of appropriate value as per the format given at Annexure 'A'.
3. Only registered contractor, as on the date of floating of the tender-notice can participate in the respective tender according to their eligibility.
4. The registration will be done subsidiary-wise.
5. Digital signature and user ID will be mandatory with the provisions of all security systems as laid down in the prevailing CVC Guidelines.
6. Initial registration fee will be Rs. 5000/- and renewal fee @ Rs.2500/- per renewal to be charged from the contractor during annual renewal. Registration fee to be submitted by Bank draft in favour of ".....".

7. The credentials of the registered contractors is to be checked every month and all the registered contractors has to submit credential / required documents every month for the same.

8. EMD, Affidavit, Integrity Pact will be tender specific and tenderers are required to submit the same for each individual tender. (Format of Affidavit and Integrity Pact for different works are enclosed as Annexure 'A', 'B').

9. To begin the process of e-Registration, there is a period of 45 days during which prospective candidates may register on-line satisfying the requirements. During the concurrency of this initial process of e-Registration over 45 days, the aforesaid e-Registration will not be a pre-condition for participation in any tender. But thereafter, expiry of 45 days, e-Registration will be mandatory in tender participation. However, the new registration and /or renewal of e-Registration on-line will be a continuous process throughout the year.

10. The value of work in each tender for which they will be eligible to participate will be communicated while intimating about the registration to them by doing back calculation. For example if an applicant has carried out maximum value of work/works of Rs.65 lakhs in a year out of previous seven years then he will be eligible to participate for tenders floated for a value of Rs. One crore. The communication shall also mention the rights of _____Coalfields Ltd. and the liabilities of the registered contractor incase the performance is not satisfactory.

11. The contractors wants to become registered, will have to submit every year the audited P&L A/C, Balance Sheet, fresh working capital statement, the value of work executed successfully in the previous year along with fresh certificate from any scheduled bank regarding access to line of credit etc. The provisional eligibility limit for participation in the future tenders will be reviewed and communicated every year and subsequently confirmed after deposition of requisite renewal fee as mentioned in Cl.6.

12. The list of works executed in previous seven years period as mentioned above will be obtained and the highest consolidated value of works executed in consecutive 12 months period will be considered for working out as annulaised value. For working out annualized value the procedure mentioned in CMM will be followed. The details will be given in the website under the head "Application"

13. There should be a clause stating that in case of any change in the constitution, constituents, equipments of the firm, company, JV, PAN, Service tax registration, black listing/ debarring in participation in tender for any period, PF registration etc as the case may be the registered contractor should intimate immediately and in any case not later than 30days.

14. To ensure authenticity, the documents submitted by the applicant only, it should be digitally signed by the contractor/ owner of firm. The signature should be generated using a certificate issued by a "Certification Authority" trusted under Controller of Certifying Authorities (CCA).

15. All documents, correspondence etc either by the contractor or by CIL subsidiary, will be through electronic media only after the system stabilizes.

16. For redressal of Grievance, the Contractor is to write to concerned General Manager of the Area. Review, if necessary, will be dealt by the Director (Technical/ Operation) of the subsidiary company.

17. For Design of the portal and all works related to development of software and all related technical supports, a Service-provider to be selected through open tendering method at subsidiary level

18. All other terms and condition will be governed by Contract Management Manual (CMM), CIL.

19. Non submission/suppression /wrong information, non execution of contract etc. may result in deregistration for a period of next 2 years. Apart from deregistration the company is also entitled to forfeit any dues payable to him including EMD, in any or all other contracts in any of the subsidiaries of Coal India.

20. The contractors who intend to get themselves registered should accept the general terms & condition of the CMM and it should be made a part of the NIA.

NOTICE INVITING APPLICATION:

_____ Coalfields Limited
 (A Subsidiary of Coal India Limited)
 Office of The General Manager (CMC), _____,

Tel No:

Fax No:

NOTICE INVITING APPLICATIONS FOR REGISTRATION OF CONTRACTORS.

Notice No.

Date

_____ Coalfields Limited (_____), invites applications from bona fide and experienced contractor(s) for registration of different types of works mentioned below for the estimated value of Rs.50 lakhs and above. The application should be through electronic media only. The details pertaining to registration and the application form in down loadable format is available in the company website and government website namely _____, _____. The application should be only through the web site mentioned above. Applications received in any other mode including hard copy will be rejected. In future (the date will be notified) only the contractors registered with ___ for the below mentioned works for estimated value Rs.50lakhs & above will alone be able to participate in the tenders floated by _____. Applicants who satisfy the eligibility criteria mentioned hereunder will be considered for registration and will be informed accordingly.

The registration of contractors shall be made for different type of works for estimated value of Rs.50 lakhs and above as mentioned hereunder. An applicant qualifying for maximum value of work as per qualifying criteria shall be registered for that value of work. This limit is for each tender.

Type of work for registration :-

Sl.No.	Type of work for registration
01	Coal / Sand Loading & Transportation
02	Over Burden Removal
03	Wagon Loading

Note: Separate forms to be submitted for each type of work.

Sale of Application : Open through out the year

Application fee : Rs.5000/- (Five thousand only)

Mode of Payment : Credited to ___Ltd. A/c no. through EFT

Application documents are available on website www._____, which can be downloaded for submitting the application for registration.

Submission of application shall be through uploading in the website mentioned above only. Application submitted in any other mode will be rejected.

INSTRUCTIONS TO THE APPLICANTS.

1. This registration is with out prejudice to company's right to publication of open general notice in newspapers inviting tenders from time to time for individual works and to the company's general terms and conditions of contract.
2. The registered contractors will be intimated through e mail as and when tenders are floated.
3. The applicant will be informed through e.mail id given in the application form regarding the registration status within 30 working days.
4. An applicant may apply for more than one type of work. However separate application along with required documents in support of the same will have to be submitted along with registration fees as earnest money.
5. The company reserves the right to register an applicant at its sole discretion.
6. The applicant shall furnish further documentary evidence, clarifications if any required by the company.
7. All documents to be digitally signed and uploaded.
8. The digital signature should be generated using a certificate issued by a "Certification Authority" trusted under Controller of Certifying Authorities (CCA).
9. Final registration will be communicated after scrutiny/ verification of credentials/ documents submitted for registration.
10. The registered contractor, if do not submit earnest money in tender and / or do not perform the work after emerging L1, are liable for de-registration and apart from other rights of ____Coalfields Ltd. including forfeiture of all dues payable by ____Coalfields Ltd. in any other /all contracts.
11. For participating in the tender the tender fee has to be submitted through EFT.
12. To begin the process of e-Registration, there is a period of 45 days during which prospective contractor may register on-line satisfying the requirements. During the concurrency of this initial process of e-Registration over 45 days, the aforesaid e-Registration will not be a pre-condition for participation in any tender. But there after (expiry of 45 days), it (e-Registration) will be mandatory for any tender participation. However, the new registration and/or renewal of e-Registration on-line will be a continuous process throughout the year.
13. All correspondence will be through e mail only
14. The company reserves the right to reject any application with out assigning any reasons whatsoever and the company's decision in the matters of registration shall be final.
15. For any grievance contact grievance cell of ____Coalfields Ltd.. The telephone number _____ and fax numbers are _____.

APPLICATION:

_____ **Coalfields Limited**
 (A Subsidiary of Coal India Limited)
 Office of The General Manager (CMC), _____

Application for registration of contractors**Notice No.****dt.....**

Coal / Sand Loading & Transportation	*
Over Burden Removal	*
Wagon Loading	*

* Tick the type of work for which registration is applied for

1.Name and address of the applicant :

2.Ownership Status:

- i) Whether Proprietorship : Affidavit to be given
- ii) Whether company : Furnish copies of Memorandum and Articles of Association and Certificate of incorporation
- iii) Whether Partnership :Furnish copies of the original partnership deed along with subsequent changes if any and registration of firm.
- iv) Whether Govt. /Semi -Govt. Organization
- v) Whether Joint Venture : Furnish documentary evidence to relationship between joint venture partners in the form of JV Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution , operation, responsibilities regarding work and financial arrangements, participation (percentage share in total) and liabilities (joint and several) in respect of each and all the firms in the joint venture. Such JV agreement must evidence the commitment of the parties to bid for the facilities applied for and to execute the contract for the facilities if their bid is successful.

The application for registration must be jointly signed by each JV partner so as to legally bind all partners jointly and severally and any application shall be submitted with a copy of the JV agreement providing the joint and several liabilities with respect to application and subsequent award and execution of work.

One of the partners responsible for performing a key component of the contract shall be designated as lead partner. This authorization shall be evidenced by submitting with the application a Power of Attorney signed by legally authorized signatories of all the partners.

The JV agreement must provide the lead partner who shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the JV and the entire execution shall be done with active participation of the lead partner.

An entity can be a partner in any joint venture. The entities can apply for registration on individual basis also for which separate application & fee must be submitted in which case the eligibility will be fixed based on individual’s criteria. However in any tender either the JV or individual entity can participate and not both bid submitted in a tender by JV including same entity as partner will be rejected.

3 .Details of Experience: -

Details of work executed during the period _____

Sl No	Year	Name of work with order reference and brief description	Name of Employer	Awarded Value of work	Value of work executed	Date of Commencement of work	Date of completion of work	Reasons for delays, if any

Note :-

- i)The work experience should relate to the type of work for which registration is applied for.
- ii) In support of the above, contractor should upload digitally signed self attested copies of
 - a) work Order
 - b) Satisfactory Completion/execution Certificate along with value of work done.

4. Eligibility criteria:

The applicant’s eligibility for registration for value of works applied for depend on

a)The intending applicant must have in his name as a prime contractor experience of having successfully executed works of similar nature*. The highest aggregate value of the work executed in a year (any consecutive 12 months) during the preceding 7(seven) years will be considered as equivalent to 65% of the annualized value of work and will be registered for value equivalent to 100 % by doing back calculation. In case of JV experience, financial resources etc of the individual partners of JV will be added together and the total value will be considered.

b) In case the applicant is not a prime contractor but a sub-contractor, the applicant’s experience as a sub-contractor will be taken into account if:-

- 1) The contract in support of qualification is a sub-contract in compliance with the provision of such sub-contract in the original contract awarded to prime contractor.
- 2) Evidence of possessing adequate working capital (at least 20% of the value of work for which registration has been applied for) inclusive of access to lines of credit from any scheduled bank and availability of other financial resources to meet the requirement.
- 3) **Affidavit** in the prescribed format (**Annexure ‘A’**) stating that they possess/ arrange the matching equipments/tippers/pay-loaders for executing the works for the value for which they will be registered.

* **SIMILAR NATURE OF WORK MEANS :-**

a) For Coal/ Sand Loading & Transportation:- Work of mechanical loading and unloading & / transportation of coal/Sand / soil / ash / any excavated material.

b) For Over Burden Removal:-“Work of mechanical loading and transportation of coal/ Sand / soil / ash / any excavated material”.

c) For Wagon loading:-Wagon loading by pay loader/ loading of tippers by pay loader including transportation.

(Note:- Financial turnover and cost of completed works of previous years shall be given a weightage of 5% per year (average annual rate of inflation) to bring them at current price level.)

5. Financial Resources:

The applicant should provide documentary evidence to prove availability of adequacy of minimum working capital (at least 20% of the eligible value for registration) financial resources to execute contracts of the relevant type of work (value Wise) for which registration is applied for.

- a) Self Attested copy of audited Balance sheet signed by practicing chartered accountant for the last seven financial years.
- b) Access to lines of credit, if any, from any scheduled bank.
- c) Working capital certificate based on audited 31/03/2010 balance sheet signed by a practicing Chartered Accountant. The working details are also to be submitted.

6. Technical Resource: -

- a) List of technical personnel available with the Applicant with their qualifications.
- b) List of plant and machinery / equipment/ fleet etc. available with the applicant as are required for the type of work for which registration applied for.

7.Other Details

- a) Details of registration / enlistment with Govt./Semi- Govt. organizations , if any.
- b) The applicant should comply with the provisions of Contract Labour Laws Coal Mines Provident Fund Scheme, DGMS etc
- c) Details of Bank Account particulars for Electronic Fund Transfer (EFT) in the format given below. The application fee, Earnest Money shall preferably be through this bank account only.

Name of the Bank	
Branch Name	
Address of the Bank	
Account Title	
MICR Code (9 Digits) Nos.:	
Account Number	
Whether Core banking facility exists ?	If yes, give IFCS code

- d) Authority to seek references from applicant's bankers
- e) Permanent Income Tax Account Number (PAN)
- f) Service Tax Registration in desired type of work
- g) The applicant shall attach such declaration in writing that "They have not been black listed/ debarred by any of the CIL subsidiaries or Govt. organizations during the preceding 7(seven) Years till date of application.
- h) **Affidavit** in non judicial stamp paper of requisite Value for authenticity of documents / written statements submitted . Proforma **Annexure "A"**

- i) **Integrity pact:** ____Coalfields Ltd. has signed MOU with M/S Transparency International India for implementation of integrity pact in contracts for works valued at Rs.1 crore and above. The integrity pact document to be signed by the applicants is enclosed in **Annexure “B”**. Submission of integrity pact document duly signed, stamped and accepted is mandatory for each contract.
- j) Any other particulars as may be relevant.

Note:

1. All uploaded documents shall be self attested/ signed digitally. The signature should have been certified by Controller of Certifying Authorities (CCA)
2. All other terms and conditions will be governed by Contract Management Manual(CMM) appearing in Coal India web site on the date of application for Registration and for the tenders the date of uploading of NIT in company web site.
3. On application and found eligible, a provisional registration certificate will be communicated.
4. Original documents to be produced for verification. The ____Coalfields Ltd. management can also carry out independent verification of the documents submitted by the applicant without intimating the applicant.
5. The applicant has the right to withdraw /non-continuance of registration by giving one month notice. However the cancellation will take effect only after it is formally intimated which will be done only after safeguarding the interest of ____Coalfields Ltd. and fulfilling legal commitments/ liability, of the applicant, if any. When cancelled, the EMD will be refunded after confirmation that there is no dues to be recovered from the Applicant.
6. If at any time information given by the applicant is found to be false or incorrect or found to have concealed any information, registration will be liable for cancellation..

I, _____ S/O _____ authorized signatory of ____(Name of the organization)_____ after having gone through the entire instruction and agreeing to comply with the requirement willingly apply for registration.

For

(Name)

Authorised signatory.

E.Mail Address _____

ANNEXURE "A"**AFFIDAVIT.**

To be submitted in a non-judicial stamp paper of Rs. (to be specified by Legal dept)

I,, Partner/Legal attorney/ Accredited Representative of M/s
....., solemnly declare that ;

1. I am submitting application for registration of contractors for the type of Work
.....against Notice Inviting Application No..... dated.....
2. None of the partners of the firm is relative of employee of _____ Coalfields Limited.
If related, details to be given .
3. I undertake to deploy matching equipments to achieve the required quantity of OBR/ Coal
loading and or transportation/wagon loading per day/month for this work as per registration
requirement.
4. All information furnished in respect of application of eligibility criteria and
qualification in the application is complete, correct and true.
5. All documents/ credentials submitted along with this application are genuine, authentic, true
and valid.
6. I am aware that all other terms & conditions will be as per the Contract Management
Manual(CMM) appearing on the date of application for registration in the Coal India web site
and as applicable on the date of uploading of NIT in website of _____Coalfields Ltd. I/We also
certify that we have gone through the CMM before submitting this application for registration of
contractors.
7. If any information and document submitted is found to be false/incorrect/ facts suppressed
modified at any time, department may cancel my registration and take action, as deemed fit ,
against me , including termination of registration , contract, forfeiture of EMD and all other
dues banning/ delisting of firm and all partners of the firm for a period of next two years.

Signature of the Applicant
Authorised signatory.

Dated.....

Place:

Seal of Notary.

ANNEXURE “B”**INTEGRITY PACT**

_____(Name of subsidiary Co.) HAS SIGNED M.O.U WITH M/S. TRANSPARENCY INTERNATIONAL INDIA FOR IMPLEMENTATION OF INTEGRITY PACT IN CONTRACTS **VALUED AT RS. 1.00 CRORE AND ABOVE.** THE **INTEGRITY PACT** DOCUMENT TO BE SIGNED BY THE APPLICANT. SUBMISSION OF INTEGRITY PACT DOCUMENT DULY SIGNED, STAMPED AND ACCEPTED IS MANDATORY FOR THIS APPLICATION. THEREFORE, THE APPLICANTS ARE ADVISED TO SUBMIT THE INTEGRITY PACT DOCUMENT DULY SIGNED, STAMPED AND ACCEPTED ALONG WITH APPLICATION FOR REGISTRATION.

IN CASE THIS IS NOT SUBMITTED ALONGWITH THE APPLICATION, THE SAME MAY BE REJECTED.

Mr./Mrs..... Address..... and Mr./Mrs.....Address..... shall Be the External Independent Monitor for this tender.

INTEGRITY PACT

Between

_____ COALFIELDS LIMITED (___CL) hereinafter referred to as “The Principal”

Andhereinafter referred to as “The Applicant /Contractor”

Preamble

The Principal intends to register contractors, under laid down organizational procedures, contract/s for the work of -----. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation “Transparency International” (TI). Following TI’s national and international experience, the Principal will appoint an external independent Monitor 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:-

1.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

him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

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

3. 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 relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder/Contractor

The Applicant /Contractor commits itself 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.

1.The Applicant /Contractor 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 immaterial 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.

2.The Applicant /Contractor will not enter with other applicants 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.

3.The Applicant /Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Contractor 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.

4.The Applicant /Contractor 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 Applicant /Contractor 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 Applicant, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Applicant & prospective bidder into question, the Principal is entitled to disqualify the Applicant from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Applicant /Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Applicant /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 transgressions within the company hierarchy of the Applicant and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3.If the Applicant /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 Applicant from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.

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 equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

3. The Applicant agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Applicant /Contractor can prove and establish that the exclusion of the Applicant from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Applicant /Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous transgression

1. The Applicant declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Applicant makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Applicant /Contractor/Subcontractors

1. The Applicant /Contractor undertakes 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 Applicant, 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 violating Applicant /Contractors/Subcontractors

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

Section 8 – External Independent Monitor/Monitors

(three in number depending on the size of the contract to be decided by the Chairperson of the Principal)

The Principal appoints competent and credible external independent 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.

1. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
2. The Applicant /Contractor 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 Applicant /Contractor/Subcontractor with confidentiality.

3. 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.
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 heal the violation, 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.
5. The Monitor will submit a written report to the Chairperson of the Board of the Principal 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 Outside Expert Committee members/Chairman as prevailing with Principal.
7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the applicant on the written request for withdrawal of his application for registration/ registration subject to clearance that there is no dues and pending action, if any, and for the Contracts 12 months after the last payment under the respective 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 Chairperson of the Principal.

Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal.
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 the Principal

For the Applicant

Place.....

Witness 1 :

Date

Witness 2 :