

**CENTRAL COALFIELDS LIMITED**

(A Subsidiary of Coal India Limited)

**PURCHASE DEPARTMENT**

Darbhangha house : Ranchi 834 001 (Jharkhand) India

(PBX) 2360726, 2360687, Telex: 0625-201

Gram: COLCENT, Fax (91) 0651-2360198 E.Mail # hodmm @ccl.gov.in



**RATE CONTRACT (VALID FOR ONE YEAR) BY REGISTERED POST**

No: CCL/CM(P)II/RC/ Spares of Brakes of CAT Dumper/15/037

Dated: 30.05.2016

Item category	Firm category	Tender category	Vendor Code
HEMM Spares	Pvt.	Open Global Tender (OGT)	1/17/D/T/001

To

M/s. GMG Techno Trades (P) Ltd.,

S-14, M.I.D.C. Industrial Area,

Hingna Road, Nagpur – 440 016,

Maharashtra,

e-mail: [mktg@technotrades.com](mailto:mktg@technotrades.com)

FAX # 07104-232503, Tel. No. 0880661288 / 8806688866 / 09923602953

Sub:Rate Contract for Supply of Spares of Brakes of CAT Dumpersworking in Different areas ofCentral Coalfields Limited.

Ref: 1) Advertisement no. 44/2015-16, tender Sl. no. 139.

2) This Office tender enquiry no.:- CCL/MM/CM(P-IV)/RC/Spares of Brakes CAT Dumpers/Retender/15, Part- A opened on 24.02.2016, Tender ID:- 2015\_CCL\_28610\_1.

3) Your online offer through the portal of www.coalindiatender.gov.in against the subject tender & subsequent confirmations, the last being dt.09.05.2016.

Dear Sirs,

With reference to above, we are pleased to enter into a Rate Contract with you for ONE YEAR for supply of Spares of Brakes of CAT Dumpers to Central Stores/Regional Stores of Central Coalfields Limited situated in the State of Jharkhand as per the terms and conditions detailed hereunder:

**1. Scope of Supply:**

Spares of Brakes of “Carlisle Make”for CAT Dumpers as per Annexure ‘C’ enclosed.

**2. Rate Contract:** This is a Rate Contract wherein the prices are fixed but the quantity to be supplied during the currency of this Rate Contract is not fixed and will be on as and when required basis.

However, total estimated Off-take for the subject Rate Contract during the validity period of the RC (i.e. for One Year from the date of issue of RC) will be ₹23,69,950.24 (Rupees Twenty Three Lakhs Sixty Nine Thousands Nine Hundred Fifty and Paise Twenty Four) only (**Total Off-take Value for all DDO’s together**). As soon as this limit of ₹23,69,950.24 (Rupees Twenty Three Lakhs Sixty Nine Thousands Nine Hundred Fifty and Paise Twenty Four)is reached, you must intimate to the office of the GM(MM) for further necessary action and you should not accept any further order from any DDO’s without specific clearance from the office of the GM(MM).

**3. Validity Period:** This Rate Contract shall remain valid for a period of ONE YEAR from the date of issue of R/C. It will be binding on you for execution of orders placed within the validity period of RC.

**4. Prices:** FOR Destination basis and shall remain firm till the validity of the Rate Contract and completion of supplies in all respect of all orders placed within the validity.

**5. (i) Sales Tax:** CST shall be paid extra as applicable at the time of supply. The present rate of CST is 2% against form ‘C’

(ii) Declaration form, if required, will be issued by the consignee

**NOTE: If there be any increase in the rates of taxes and duties during the extended delivery period beyond the stipulated / scheduled delivery period, CCL shall not pay the increase in the taxes & Duties and the increase will be to supplier’s account and in case there is any decrease, same shall be passed on to CCL.**

No: CCL/CM(P)II/RC/ Spares of Brakes of CAT Dumper/15/037

Dated: 30.05.2016

6. **Excise Duty:** Excise duty shall be paid extra at actuals against documentary evidence but limited to maximum rate of 5% of Basic Price. However, if the actual rate of ED including Cess is more than 5% of Basic rate, CCL shall not pay the increase and the increase shall be borne by you. Excise Duty will be paid on submission of Original Buyer's copy of Invoice. CCL will avail CENVAT credit on admissible inputs and capital goods for which Pre-receipted and stamped Excise cum Tax Invoice showing the amount of excise duty, education cess and secondary & higher education cess at applicable rates separately is required to be submitted. The Excise cum Tax Invoice must contain all the following information as required under rule 11 of Central Excise Rule 2002.  
**You have to submit your Auditor's certificate along with the bill confirming that refund / credit if any obtained against Excise Duty shall be passed on to CCL.**

7. **Packing & Forwarding:** NIL.

8. **Freight & Insurance:** NIL.

9. **Delivery Period:** Supplies to be completed within 03 Months from the date of issue of supply order on FOR Destination basis. Early supply is acceptable.

**NB:** Any increase in taxes & duties beyond the stipulated delivery period will be on your account.

10. **Inspection:**  
**EXEMPTED for supplies by OEM & Direct Import by CCL.**

Stage/Pre-dispatch inspection will be carried out by M/s. CMPDIL/CCL'S NOMINATED AGENCY as per their methodology. In brief the scope and conditions of the Inspection will be as follows: -

- a) Checking and approval of test procedures/quality assurance plans.
- b) Verification of records and documentation of vendor works inspection.
- c) Verification of documents and test certificate of bought out items and cross checks.
- d) Provide the facilities for carrying out all tests as required in specifications of vendors works else these will be carried out at independent test house if considered so necessary by CMPDIL/CCL'S NOMINATED AGENCY at vendors cost.
- e) Final testing and checking as per specifications.
- f) CMPDIL/CCL'S NOMINATED AGENCY will have full and free access to the place of the supplier / manufacturer during process of manufacturing and during inspection activities. inspection call letter, which will be reimbursed by CCL along with consignment billing.
- h) Minimum 15 days clear notice shall be given by the manufacturer/suppliers to CMPDIL/CCL'S NOMINATED AGENCY for arranging inspection within valid delivery period as per contract.

Final inspection shall be carried out by the General Manager (Excavation), CCL, Ranchi or his representative on receipt of materials at Consignee's end. Notice for inspection shall be given by the Consignee immediately on receipt of the material.

11. **Submission Of Documents:** You shall submit Original Packing List of Carlisle, Chennai along with Excise Invoice.

12. **(A) Terms of Payment:**

100% payment shall be made within 21 days of receipt and acceptance of the materials or submission of bills, whichever is later through e-Payment. A copy of the Bank details furnished by you are enclosed herewith (Annexure-I)

**(B) Submission of Bill(s)/Documents:**

Bill for 100% value of the spares should be submitted to the Paying Authority in triplicate duly stamped and receipted for arranging payment alongwith the following documents:-

- (a) Following documents duly authenticated by you, wherever required shall be submitted to the Consignee:-
- i) Consignment note.
  - ii) Challan.
  - iii) One copy of the Bill.
  - iv) Copy of Warranty certificate in original.
  - v) Lowest Price Certificate should be given on the body of each and every Bill, certifying that the price charged for the materials are not higher than the price applicable to other Govt. Deptt., Undertakings including DGS&D.
  - vi) Any other documents specified in the order.
- (b) Following documents duly authenticated by you wherever applicable, should be submitted to the Paying Authority:-
- i) Bills in triplicate, duly receipted and stamped.
  - ii) Receipted challan of the consignee.
  - iii) Copy of the consignment note and copy of warranty certificate.
  - iv) Price certificate.
  - v) Price Fall clause.
  - vi) Any other statutory documents / other documents specified in the order.

The consignee after verification of documents and final inspection of the materials as per the order shall forward the DRR to the Paying Authority for arranging payment within the time specified.

CCL will avail CENVAT credit on admissible inputs and capital goods for which Pre-receipted and stamped Excise cum Tax Invoice showing the amount of excise duty , education cess and secondary & higher education cess at applicable rates separately is required to be submitted. The Excise cum Tax Invoice must contain all the following information as required under rule 11 of Central Excise Rule 2002:-

- a) Registration no. of the Supplier.
- b) Address of the concerned Central Excise Division.
- c) Name of the consignee.
- d) Description of goods supplied.
- e) Tariff heading and sub headings
- f) Time and date of removal.
- g) Mode of Transport.
- h) Vehicle Registration number.
- i) Rate of duty.
- j) Quantity and value of goods, and duty payable thereon.

**12. Price Certificate:**

You will have to certify on the body of each & every bill that the prices charged are not more than the prices applicable to other Government Deptt. /Undertakings including CIL and its subsidiaries & DGS&D.

**13. Security Deposit:**

Exempted, being authorized dealer of OPM.

**14. Road Permit:**

If required, the road permit shall be obtained from the consignee.

**15. Transportation:**

It is incumbent on the supplier to transport the contracted materials/supplies through registered common carriers only and documentation should be done as per provision of the carriage by Road Act, 2007. Any transportation of goods through unregistered common carries is illegal.

**16. Guarantee/Warranty Parameter:**

You shall be fully responsible for manufacturer's warranty in respect of proper design, material,

quality, workmanship and correctness of the parts and items shall have guarantee / Warranty of 12 months / 3000 working Hrs from the date of fitment on the equipment or 18 months from receipt and acceptance of material at consignee store, whichever is earlier.

**17. Fitment Guarantee:**

You have to furnish a Fitment Guarantee Certificate for each item along with each lot of supply that the items supplied are exactly as per OEM Part number/ specification given in the TPS and the items shall fit in the intended equipment / sub assemblies without any modification and shall function as per OEM design and performance parameters.

**18. Warranty Replacement:**

You have to submit an undertaking along with each lot of supply, that in event of any warranty failure, the authorized representative of firm shall visit site for joint inspection and shall replace the defective material within 30 (Thirty) days upon receipt of intimation from the consignee subject to acceptance during the normal joint Inspection held between authorized representative of firm and the concern Project/Area representative & on consignee store basis without any extra charge to CCL on account of freight etc.

**19. Identification Marks:**

The make / identification mark of the manufacturer must clearly be punched /engraved / embossed / tagged ( wherever Punching / Engraving/ embossing is not possible) on each of the item at a visible place which is not subject to normal wear and tear for convenience of identification at any time.

**20. Paying Authority**

AFM's of the respective DDOs as per Annexure 'B' enclosed

**Consignee**

As per list of DDOs enclosed in Annexure 'B'

**21. LIQUIDATED DAMAGES:**

The time for and the date of delivery of the stores stipulated in the 'Purchase order' shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date specified.

In the event of failure to delivery or dispatch the stores within the stipulated date/period in accordance with the samples and/or Specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Central Coalfields Ltd. should have the right :

a) To recover from the successful tenderer as agreed **liquidated damages**, a sum not less than **0.5% (half percent)** of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to **10%**. Where felt necessary the limit of **10%** can be increased to **15%** at the discretion of Head of the Materials Management Division.

b) To purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without canceling the supply order in respect of the consignment not yet due for supply or

(c) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and cost of the defaulting supplier and also

(d) To extend the period of delivery with or without penalty as may be considered fit and proper, the penalty, if imposed shall not be more than the agreed Liquidated Damages referred to in clause (a) above.

(e) To forfeit the security deposit full or in part.

(f) Whenever under this contract a sum of money is recoverable from and payable by the supplier, Central Coalfields Ltd. shall be entitled to recover such sum by appropriating, in part or in whole, by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay Central Coalfields Limited on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

**22. FORCE MAJEURE CLAUSE:**

If the execution of the contract/supply order is delayed beyond the period stipulated in the contract/supply order as a result of outbreak or hostilities, declaration of an embargo or blockade, or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then Central Coalfields Limited may allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by Central Coalfields Limited, the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

a) The successful bidder will advise, in the event of his having to resort to this clause by a registered letter duly certified by the Local chamber of Commerce or Statutory authorities, the beginning and end of the causes of the delay, within fifteen days of the occurrence and cessation of such force majeure conditions. In the event of delay lasting out of force majeure CCL will reserve the right to cancel the contract and provisions governing termination of contract, as stated in the bid documents will apply.

b) For delays arising out of force majeure, the bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither CCL nor the bidder shall be liable to pay extra costs provided it is mutually established that force majeure conditions did actually exist.

**23. PRICE FALL CLAUSE:**

It will be a condition of the order that although the currency of the prices at which you shall supply the stores, shall not exceed the lowest price charged by you to any other agency including DGS&D. In the event of price going down, you shall promptly pass on such information to enable this Company to amend the ordered rate.

**24. MONTHLY STATEMENT OF ORDERS / DELIVERY:**

You are requested to submit a statement in duplicate by the 5th of every calender month to the GM(MM), showing the supply order indicating the position as on the last date of previous month on the proforma given below:-

(a) Monthly statement of the orders received :

Sl. No.	Supply order No. & Date	Item ordered	Qnty ordered	Rate	Value	Consignee
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(b) Delivery status of the orders received :

Sl. No.	Supply order No. & Date	Consignee Name	Qnty ordered	Balance to be supplied
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**25. Parallel Rate Contract:** Central Coalfields Ltd. also reserves the right to enter into parallel rate contract (s) simultaneously at any time during the period of rate contract and also reserve the right to buy during the period of rate contract any quantity outside the contract in case of urgency arising out at any time during the contract period.

**26. Special Instruction:** One copy of the challan and invoice showing despatch details and other documents must be sent to this office and the Office of the GM(Excv),CCL,Ranchi to know the despatch particulars.

**27. Jurisdiction:** The Court at Ranchi in Jharkhand State only will have the jurisdiction to deal with and decide any legal matter or dispute whatsoever arising out of our contract.

You have confirmed acceptance of signing the Integrity Pact as per the NIT format (Annexure F of the NIT) and have also uploaded the scanned copy of the signed Integrity Pact.The independent external monitors nominated for implementation of the Integrity pact for this tender is:

Dr. B. P. Nilratna, D-11/15,  
PandaraRoad,New Delhi – 110003

We enclose two copies of the Rate Contract. One copy of the Rate Contract may please be returned duly stamped and signed within 20 days from the date of issue as a token of acknowledgement and acceptance of the contract, otherwise it will be presumed that you have accepted the contract for execution.

All other Terms & Conditions shall be as per General Terms and Conditions of Supply of Stores of NIT (ANNEXURE-“A”)

Enclosure:

1. List of DDO's – Annexure 'B'
2. Scope of Supply – Annexure 'C'
3. Copy of the details of Bank for e-Payment – Annexure 'I'.
4. Integrity Pact – Annexure 'F'

**Yours faithfully,  
FOR & ON BEHALF OF CENTRAL COALFIELDS LIMITED**

**(Shailja Pathak)  
Assistant Manager (P)**

**(A.K. Singh)  
Chief Manager (P)**

**Copy forwarded to:**

1. The CGMs/GMs, CCL, Barka Sayal/B&K/Dhori/Kuju/Argada/Charhi/Rajrappa/Dakra/Piparwar/Rajhara/Kathara.
12. The GM (Excv)/HOD, CCL, Ranchi / The General Manager(CWS) ,CCL, Barkakana
14. The General Manager (S&IC), CCL, Ranchi
15. The GM (E&M)/GM (GS), CCL, Ranchi
17. The Staff Officer (Excv),CCL, Barka Sayal/Argada/Kuju/Charhi/Rajrappa/Dakra/Dhori/Piparwar/Rajhara/Kathara/B&K.
28. The Depot Officer,RegionalStores,Saunda/Gidi A/Kuju/Parej/Rajrappa/Dakra/Rajhara/Kathara/Jharangdih/Dhori/Piparwar
- 39.The Area FinanaceManager,CCL,(CS/CWS) Barkakana/BarkaSayal/Argada/Kuju/Charhi/Rajrappa/Dakra/Piparwar/Kathara/B&K/Dhori/Rajhara - **to avail CENVAT Credit as admissible.**
51. The Depot Officer, Central Stores/CRS, CCL, Barkakana
54. FM (P)/FM(O)/FM(HQ), CCL, Ranchi
55. The GM (MM)'s / WCL, Coal Estate, Civil Lines, Nagpur 4400001/ MCL, AnandVihar, PO UCE, Burla, Sambalpur 768018/ BCCL,KoylaBhawan, Koyla Nagar, Dhanbad 826001/SECL, Seepat Road, PO No. 60, Bilaspur 495001/ NCL, P.O. –Singrauli-486889/ ECL, Sanctoria, PO-Dishergarh (WB)
61. The GM (E&M), CMPDIL (HQ), E&M Deptt., Gondwana Place, Kanke Road, Ranchi – 834 008
62. The MIS Cell/Master File
- 64.Dr. B. P. Nilratna, D-11/15, Pandara Road, New Delhi – 110003
- 65.i) M/s. Carlisle Trading & Manufacturing India Private Limited, Shyamala Towers, 7<sup>th</sup> Floor, West Wing, 136, Arcot Road, Saligramam, Chennai – 400 013.- With reference to your authorisation vide no. CBFi dated 01.01.2016 and subsequent confirmations vide no. CBFi-201605002 dated 05.05.2016 (**BY REGD. POST**).
- ii) M/s. Carlisle Trading & Manufacturing India Private Limited, 243-A, Centre Point Compound, Delisle Road, N.M. Joshi Marg, Mumbai – 400 013(**BY REGD. POST**).

This issues with the concurrence of GM(F) vide no. 161/F dt. 25.05.2016 and approval of competent authority.

**Assistant Manager (P)**

**Chief Manager (P)**

**No: CCL/CM(P)II/RC/ Spares of Brakes of CAT Dumper/15/037****Dated: 30.05.2016****SCOPE OF SUPPLY****“CARLISLE MAKE”**

<b>Sl. No.</b>	<b>NIT ITEM Sl. No.</b>	<b>Material Code</b>	<b>Description of Work / Item (S)</b>	<b>Part Number</b>	<b>Basic Price (Rs.)</b>
1	1	11609018966	Brake Head assy of 1035N Dumper	81029233/ 419-8165	107442.72
2	2	11609011371	Carrier / Lining of 1035N Dumper	81805497/ 244-730-1	5417.28
3	3	11609011383	Carrier / Lining of 1035N Dumper	81805498/ 244-730-2	5417.28
4	4	11609018978	Piston of 1035N Dumper	81805504/ 74-694	2528.06
5	5	11609006223	Seal Kit of 1035N Dumper	81805506/ 306-7067	13589.24
6	6	11609003093	Lining Kit of 1035N Dumper	81805508/ 328-730	10834.56
7	7	11609005848	Overhaul Kit of 1035N Dumper	81805507/ 304-7055	34943.19
8	8	11609018981	Disc of 1035N Dumper	81018203 / 81043733/ WMPC-5668	7296.00
9	9	11609018993	Plate of 1035N Dumper	81018204 / 81043732/ MRP11341	4071.17
10	10	11609005863	Damper of 1035N Dumper	81018205 / 81043731/ WMPC11339	12359.52
11	11	11638000074	Brake Head assy of CAT 773/777 Dumper	125 1384 / 419-8132	57674.88
12	12	11638000082	Spacer/ Plate outer of CAT 773/777 Dumper	7D7671 / 1639366/ MRP11173	9931.68

**(Shailja Pathak)**  
Assistant Manager (P)

**(A.K. Singh)**  
Chief Manager (P)

No: CCL/CM(P)II/RC/ Spares of Brakes of CAT Dumper/15/037

Dated: 30.05.2016

**TERMS & CONDITIONS FOR RATE CONTRACT FOR SPARES**

**1. RATE CONTRACT:**

This is a Rate Contract whereby the prices are fixed, but the quantity to be supplied during the currency of the Rate Contract is not fixed and will be envisaged by the Direct Demanding Officers based on their actual requirement from time to time as per approval and duly concurred Materials Budgets Fund.

**2. STOCK:**

In order to meet urgent demands as well as for timely supply of materials against this Rate Contract at any time during its currency, you are required to maintain a sufficient stock of the items covered in the scope of supply. It should be noted that the purchaser will not be responsible to take over any quantity left over with the contractor after termination of the contract.

**3. DELIVERY:**

- a) The time for and the date of delivery of the stores stipulated in the 'ACCEPTANCE OF TENDER' shall be deemed to be the 'ESSENCE OF THE CONTRACT' and the delivery of the stores must be completed by the time specified.
- b) Despatch particulars of each and every consignment should invariably be intimated to this office.

**4. CONDITIONS AS TO QUALITY:**

The Contractor/seller hereby convenes that it is a condition of the contract that all goods/stores/articles furnished to the purchaser under this contract shall be of genuine make and brand as contracted and of the highest grade, free of all defects and faults and of best materials quality, manufactured and workmanship throughout and consistent with the established and generally accepted standard for materials of the type ordered and in full conformity with the correct materials specification as mentioned in this Rate Contract. If the materials are found not to conform to description and quality aforesaid or have deteriorated otherwise than by fair wear and tear (the decision of the purchaser in that case being final and conclusive), then the purchaser will be entitled to reject the said stores or portion thereof as may be discovered not to conform to the said description and quality. On such rejections the stores will be at the seller's risk. If the contractor/seller so desire, the rejected goods may be taken back by him or by his Agents for disposal in such manner as he may deem fit within a period of three months from the date of such rejections. The contractor/seller shall, if required, replace the goods or such portion thereof as have been rejected by the purchaser free of cost at the ultimate destination or at the option of the purchaser the contractor/seller shall pay to the purchaser the value thereof at the contract price and such other expenditure and damages may arise the reason or the breach of the conditions herein before specified nothing herein contained shall prejudice any other right of the purchaser in that behalf under this contract or otherwise.

**5. PACKING:**

Stores should be properly packed and the supplier will be responsible for the stores not being sufficiently and properly packed for transport by Rail/Road so as to ensure that they are free from loss or injury on arrival at their destination. Packing and Marking should be done as per DGS&D terms.

**6. SHORTAGE, DAMAGES & DEMMURAGES ETC.:**

Any shortage or damages etc. reported by the consignee shall be made good/replaced within 30 days of receipt of intimation from the DDO's. The consignee will take open delivery of the consignments found damaged at the time of taking delivery. In case of shortages found in such cases, shortage certificates will be obtained by the consignee from the carrier and submitted to you. Any demurrages/wharfages payable due to your fault will be to your account.



**7. INTERCHANGABILITY:**

If against any item it becomes necessary to supply spare parts bearing a part number other than the part number specified in the supply order, you will be required to give the following certificate to the DDOs before arranging supply of spare parts bearing different part numbers. If there is any obvious typographical or clerical error in the part number / or description of any item, you will supply the correct part number. The aforesaid certificate should be submitted in such cases with the bill(s) to the DDOs. No formal amendment in the supply order in such cases is necessary.

"The changed part numbers are exact replacement of the part ordered and are suitable for and will fit in the machines in the existing fittings for which they are intended."

**8. GUARANTEE / WARRANTY CLAUSE:**

(a) You shall be required to certify that the items supplied are as per OEM part no. & specification. You shall be fully responsible for manufacturer's warranty in respect of proper design, material, quality, workmanship and correctness of the parts and items shall have guarantee / Warranty of 12 months / 3000 working Hrs from the date of fitment on the equipment or 18 months from receipt and acceptance of material at consignee store, whichever is earlier.

You will furnish following certificate alongwith each and every bill:-

"We hereby certify that the materials supplied against this consignment, bill No. and date, are guaranteed for a period of 12 months from the date of fitment in the equipment(s) or 18 months from the date of receipt and acceptance of material at consignee store, whichever is earlier towards proper workmanship, quality, specifications and discharging duties. We further guarantee that in case any item supplied are found to be defective or not genuine or not of correct specification or faulty workmanship on receipt of the consignment, we shall replace the materials free of cost within 30 days of receipt of intimation from the consignee/user."

(b) Where the manufacturer's warranty deviates from the warranty stipulated above, it shall be the responsibility of the seller to abide by the warranty terms detailed in the above paragraph 9(a).

(c) Provided always that this warranty clause shall post-facto apply to all the purchases made against this rate contract, irrespective of the fact whether the seller gives a separate certificate of warranty with respect to the spares at the time of purchase.

**9. MONTHLY STATEMENT OF ORDERS / DELIVERY:**

You are requested to submit a statement in duplicate by the 5th of every calendar month to the CGM(MM), showing the supply order indicating the position as on the last date of previous month on the proforma given below:-

(c) Monthly statement of the orders received :

Sl. No.	Supply order No. & Date	Item ordered	Qty ordered	Rate	Value	Consignee
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(d) Delivery status of the orders received :

Sl. No.	Supply order No. & Date	Consignee Name	Qty ordered	Qty	Balance to be supplied	supplied
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10. Supply orders against this Rate Contract shall invariably be placed by Direct Demanding Officers in the usual prescribed form.

11. **FALL CLAUSE:**

- i) It will be a condition of the order that although the currency of the prices at which you shall supply the stores, shall not exceed the lowest price charged by you to any other agency including DGS&D. In the event of price going down, you shall promptly pass on such information to enable this Company to amend the ordered rate.
- ii) If at any time, during the said period, the contractor reduces the sale price of such stores, or sells such stores to any other organisation at a price lower than the price chargeable under this contract, the contractor shall forthwith notify such reduction of sale price to the consignee concerned under intimation to the Chief General Manager(MM), CCL, Darbhanga House, Ranchi 834 001 and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.
- iii) The contractor shall furnish to the Consignee/Paying Authority concerned, with a copy to the Chief General Manager(MM),CCL,Ranchi,a certificate in the following from alongwith each bill.

"I/We certify that the stores of description identical to the stores supplied to the consignee concerned under the contract therein have not been sold by me/us to any other organisation at the commencement of the contract upto the period of completion of delivery at a price lower than the price charged to the concerned consignee of the Contract."

Failure in submission of aforesaid by the contract holder may result in with-holding of the payment of their bills against such supply.

12. **PERIOD UPTO WHICH ORDERS WILL BE PLACED:**

All the orders placed within the validity period and received within 7 days after expiry of the Rate Contract shall be complied within the specified delivery period.

13. The price agreement is the sole repository of CENTRAL COALFIELDS LIMITED and shall be governed by the terms and conditions mentioned above.

14. The supply shall be governed by the "General Terms and Conditions of the supply of stores of CENTRAL COALFIELDS LIMITED" besides otherwise specified.

15. The Court at Ranchi only will have the jurisdiction to deal with or decide any legal matter or dispute whatsoever arising out of this contract.

(Shailja Pathak)  
Assistant Manager (P)

(A.K. Singh)  
Chief Manager (P)

## FULL ADDRESS OF DDOs &amp; PAYING AUTHORITIES IN RESPECT OF RC

S. No.	ADDRESS OF DDOs	ADDRESS OF PAYING AUTHORITY EXCEPT FOR ANCILLARY UNITS OF CCL
01	The Depot Officer, Regional Stores, Gidi A, CCL, PO: Gidi A, Rly Stn.Barkakana, (E.Rly), Dist. Hazaribagh (Jharkhand)	The Area Finance Manager, CCL, Sirka, PO : Sirka, Dist. Hazaribagh (Jharkhand).
02	The Depot Officer, Regional Stores, Saunda, CCL, PO: Saunda, Rly Stn.Bhurkunda, (E.Rly), Dist. Hazaribagh (Jharkhand)	The Area Finance Manager, CCL, (B) Barka-Sayal, PO : Barkakana, Dist. Hazaribagh (Jharkhand).
03	The Depot Officer, Regional Stores, Kuju, CCL, PO: Kuju, Dist. Hazaribagh (Jharkhand)	The Area Finance Manager, CCL, Kuju, PO : Kuju, Dist. Hazaribagh (Jharkhand).
04	The Depot Officer, Regional Stores,(NK) Dakra, CCL, Rly Stn. Ray (E.Rly), Dist. Ranchi (Jharkhand)	The Area Finance Manager (NK), CCL, Dakra, PO : Dakra, Dist. Ranchi (Jharkhand).
05	The Depot Officer, Regional Stores, (H) Parej, CCL, PO: Ghatotand, Rly Stn. Ranchi Road,(E.Rly), Dist. Hazaribagh (Jharkhand)	The Area Finance Manager, CCL, Charhi, PO : Charhi, Dist. Hazaribagh (Jharkhand).
06	The Depot Officer, Central Stores, Barkakana, CCL, PO: Barkakana, Rly Stn.Barkakana, (E.Rly), Dist. Hazaribagh (Jharkhand)	The Area Finance Manager (CS/CRS), PO : Barkakana, Dist. Hazaribagh (Jharkhand).
07	The Depot Officer, Regional Stores, Rajrappa, CCL, PO: Rajrappa, Rly Stn.Barkakana, (E.Rly), Dist. Hazaribagh (Jharkhand)	The Area Finance Manager, CCL, Rajrappa, PO : Rajrappa, Dist. Hazaribagh (Jharkhand).
08	The Depot Officer, Regional Stores, Rajhara, CCL, PO: Rajhara, Rly Stn.Daltonganj, Dist. Palamu (Jharkhand)	The Area Finance Manager, CCL, Rajhara, Office of the GM(Rajhara), Behind Town Hall, Shivaji Road, Daltonganj, Dist. Palamu (Jharkhand).
09	The Depot Officer, Regional Stores, Piparwar, CCL, PO: Bachra, Rly Stn. Ray, (E.Rly), Dist. Hazaribagh (Jharkhand)	The Area Finance Manager, CCL, Bachra, PO : Bachra, Dist. Hazaribagh (Jharkhand).
10	The Depot Officer, Regional Stores, Kathara, CCL, PO: Kathara, Dist. Giridih (Jharkhand)	The Area Finance Manager, CCL, Kathara, PO : Kathara, Dist. Giridih (Jharkhand).

11	The Depot Officer, Regional Stores, Jarangdih, CCL, PO: Jarangdih, Dist. Giridih (Jharkhand)	The Area Finance Manager, CCL, Bokaro, Dist. Giridih (Jharkhand).
12	The Depot Officer, Regional Stores, Dhori, CCL, PO: Dhori, Dist. Giridih (Jharkhand)	The Area Finance Manager, CCL, Dhori, Dist. Giridih (Jharkhand).

13. All CGMs/GMs of respective areas.
14. The GM(ExcV)/HOD,CCL,Ranchi.
15. The GM(MM),CCI,Ranchi.
16. The GM(CRS),CCL,Barkakana.
17. The GM(E&M),CCL,Ranchi.
18. The GM(GS),CCL,Ranchi.

**NB : FOR DIRECT DEMANDING OFFICER(s)**

- a. DDOs are advised to regulate drawal against the Rate Contract within the Off-take limit for ONE YEAR which is ₹23,69,950.24 (Rupees Twenty Three Lakhs Sixty Nine Thousands Nine Hundred Fifty and Paise Twenty Four)only (Total Off-take Value for all DDO's together).
- b. The orders are to be placed strictly against the approved and duly concurred indent / Materials Budget.
- c. The payment terms and other terms & conditions are to be adhered to strictly.
- d. A copy of the supply order placed against this Rate Contract must be endorsed to this office.
- e. The quantity against individual order should be suitably placed so that there is no inventory build-up.
- f. The rate contract shall be operated as per the guideline for "Operation of Rate Contract" circulated from time to time.
- g. Before placement of order against this Rate Contract, the stock may please be verified.
- h. If any Item/s covered in subject RC are also available in valid Price List of Depot Agreement / MDA, then procurement of such items be made on Lower Cost Basis / Lower Net Cash Outflow basis only after comparing the rates with ruling Depot Agreement Prices.


(Shailja Pathak)  
Assistant Manager (P)

(A.K. Singh)  
Chief Manager (P)

**No: CCL/CM(P)II/RC/ Spares of Brakes of CAT Dumper/15/037**

**Dated: 30.05.2016**

**E-Payment Mandate**



**E-Payment**  
(To be returned to the company)

ANNEXURE-G

To,  
Central Coalfields Limited.,  
Darbhanga House,  
Ranchi- 834 009

Dear sir,  
Ref: AUTHORIZATION OF ALL OUR PAYMENTS THROUGH ELECTRONIC FUND TRANSFER SYSTEM / RTGS/CBS/INTRA BANK TRANSFER.

We hereby authorize Central Coalfields Limited to make all our payments against our bills, Refund of earnest Money deposit and Security deposit, through Electronic fund transfer system/RTGS/CBS/Intra Bank transfer.

A. We confirm that we are registered/not registered (Strike out whichever is not applicable) with CCL for e-payment.

**GMG Techno Trades Pvt Ltd.**  
 (AUTHORISED SIGNATORY)  
 Name: \_\_\_\_\_  
 Official Stamp: \_\_\_\_\_  
 Auth. Signatory/Director: \_\_\_\_\_

Date: 05/01/2015

B. The details for facilitating the payments (if not registered with CCL) are given below:-

1.	NAME OF THE BENEFICIARY	GMG TECHNO TRADES PVT LTD.
2.	ADDRESS (WITH PIN CODE)	S-14 MIDC Hingna Road Nagpur- 16.
3.	TELEPHONE NO.(WITH STD CODE)	8 8 0 6 6 1 2 2 8 8
4.	BANK PARTICULARS	
(A)	BANK NAME	AXIS BANK LTD
(B)	BANK TELEPHONE NO (WITH STD CODE)	0 2 1 2 6 6 2 1 3 1 0
(C)	BRANCH NAME	CIVIL LINE NAGPUR
(D)	BANK BRANCH CODE	
(E)	BRANCH ADDRESS (WITH PIN CODE)	CIVIL LINE NAGPUR- 440001
(F)	BANK FAX NO.(WITH STD CODE)	0 2 1 2 6 6 2 1 3 5 0
(G)	9 DIGIT MICR CODE OF THE BANK BRANCH (ENCLOSE COPY OF CANCELLED CHEQUE)	4 4 0 2 1 1 0 0 2
(H)	11 DIGIT IFSC CODE OF THE BENEFICIARY'S BRANCH	UTIB000000018
(I)	BANK ACCOUNT NO	9 1 1 0 3 0 0 1 8 3 7 9
(J)	BANK ACCOUNT TYPE (TICK ONE)	
	SAVING	
	CURRENT	
	LOAN	
	CASH CREDIT	<input checked="" type="checkbox"/> CC A/c.
	OTHERS	
	IF OTHERS, SPECIFY	
5.	PERMANENT ACCOUNT NO.(PAN)	A A A C G 9 0 2 9 J
6.	EMAIL ADDRESS FOR INTIMATION REGARDING RELEASE OF PAYMENTS	mktg@technotrades.com account@technotrades.com
7.	CCL VENDOR CODE	

I/we hereby declare that the particulars given above re correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/we would not hold the company responsible. We also agree to bear the bank charges, if any, for enabling such transfer.


**GMG Techno Trades Pvt. Ltd.**  
 (AUTHORISED SIGNATORY)  
 Name: \_\_\_\_\_  
 Official Stamp: \_\_\_\_\_  
 Auth. Signatory/Director: \_\_\_\_\_

Date: \_\_\_\_\_

**BANK CERTIFICATION**  
It is certified that above mentioned beneficiary holds a bank account No. \_\_\_\_\_ with our branch and the Bank particulars mentioned above are correct.

(Authorized signatory)  
 Authorization No: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Official stamp: \_\_\_\_\_

Date: 05/01/2015


**Amol Lamba**  
 Emp. No. 24029  
 (Signature) \_\_\_\_\_  
 Signature valid from the Banks)

**GMG TECHNO TRADES (P) LTD.**  
 THE ENGINEERED ADVANTAGE  
 Digitally signed by AMAN RAHUL RAJENDRA  
 Date: 2014.09.23 11:12 IST  
 Location: Coal India Limited

S-14, M.I.D.C. Industrial Area, Hingna Road, Nagpur 440 016, Maharashtra (INDIA) Tel.: +91-8806612288 / 8806688866 Fax: +91-07104-232503. E-mail: info@technotrades.com  
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**(Shailja Pathak)**  
**Assistant Manager (P)**

**(A.K. Singh)**

**Chief Manager (P)**

Integrity PactPRE CONTRACT INTEGRITY PACTGeneral :

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on 4<sup>th</sup> of the month of February 2016 between, on one hand, Coal India Limited/Subsidiary Cos. acting through Shri ....., Designation of the officer, Ministry/Department, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. GMG TECHNO TRADES PVT. LTD., represented by Shri Vipul Gupta, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes for conclusion of Rate Contract for One Year for supply of Spares of Brakes for CAT Dumpers and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government Undertaking/Partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a PSU performing in the name of Central Coalfields Limited, having its Hqs. at Ranchi, Jharkhand.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows :

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.



**GMG TECHNO TRADES (P) LTD.**

**THE ENGINEERED ADVANTAGE**

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- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

#### Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-
  - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
  - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid / contract.



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- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

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**4. Previous Transgression**

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

**5. Earnest Money (Security Deposit) : As mentioned in the Tender Document.**

**6. Sanctions for Violations**

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a county other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.



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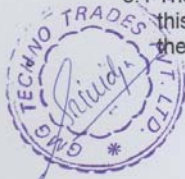
- vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
  - viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
  - x. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

#### 7. Fall Clause

- 7.1 The BIDDER undertakes that it has not supplied /is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

#### 8. Independent Monitors

- 8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors as given in the Tender document).



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- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER 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 shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

**9. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**10. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

**11. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.



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**12. Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case, BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at..... on..... BUYER BIDDER

BUYER  
Name of the Officer  
Designation

BIDDER  
Signature with seal



**Witness**

**Witness**

1.....

1.....

2.....

2.....

**GMG TECHNO TRADES (P) LTD.**

**THE ENGINEERED ADVANTAGE**

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**(Shailja Pathak)**  
**Assistant Manager (P)**

**(A.K. Singh)**

**Chief Manager (P)**

