

DETAILED LETTER OF ACCEPTANCE

DLOA No.: TFL/NOIDA/C&P/PTC INDIA/LOA-004/21-22

August 16, 2021

M/s PTC India Limited.
2nd Floor, NBCC Tower,
15 Bhikhaji Cama Place,
New Delhi - 110066

Kind Attn.: Mr. Dr. Rajib Kumar Mishra (Director)

Sub: Detailed Letter of Acceptance (DLOA) for "Consultancy Services for Grid Connectivity to Supply 90 MW Power through Line In Line Out (LILO) arrangement from existing 220kV TTPS-RENGALI line and Construction of 220 kV LILO GIS at Talcher, Odisha"

Ref.:

1. Our RFQ (Request for Quotation) vide NIT No. PNMM/PC-150/E/4005 Dated 10.03.2021
2. Your Offer No. PTC/BD/PDIL/669 Dated 12.03.2021
3. Your replies to various queries vide your e-mails dated 17.03.2021 and 24.03.2021.
4. Your letter no. PTC/BD/TFL dated 17.04.2021 subsequent to negotiation meeting held on 16.04.2021
5. Our FOA No.TFL/NOIDA/C&P/ CONSULTANT_PTC /FOA-001/21-22 dated 28.04.2021

Dear Sir,

With reference to above, we are pleased to issue this "Detailed Letter of Acceptance (DLOA)" for Consultancy Services for Grid Connectivity to Supply 90 MW Power through Line In Line Out (LILO) arrangement from existing 220kV TTPS-Rengali line and construction of 220 kV LILO GIS at Talcher Fertilizers Ltd., Angul, Odisha. The 'Detailed Letter of Acceptance' shall be executed strictly in accordance with the terms and conditions set out below:

1.0 SCOPE OF SERVICES:

The SCOPE shall be as detailed under Section V of NIT No. PNMM/PC-150/E/4005 dated 10.03.2021.

2.0 CONTRACT VALUE:

The Total Lumpsum Contract value shall be **INR 4,92,00,000/-** (Indian Rupees Four Crores Ninety two Lakhs only) inclusive of all taxes and duties except GST and **INR 5,80,56,000/-** (Indian Rupees Five Crores Eighty Lakhs Fifty Six Thousand Only) including GST (presently @18%).

3.0 FIRM PRICE:

The Contract value shall remain Firm and Fixed and valid until completion of the Contract and will not be subject to variation on any account.

Contd... Page 2



Registered Office : Plot 2/H, Kalpana Area, BJB Nagar, Khurda, Bhubaneswar-751014

Project Office: Talcher Fertilizers Limited, Plot No.-24, Film City, Sector-16A, Noida-201301

Site Officer: Administrative Building, Talcher Fertilizers Limited, P.O.-Vikrampur, Talcher, Dist. Angul (Odisha) - 759106

Visit Us At : www.tflonline.co.in

4.0 TERMS & CONDITIONS:

The award of this DLOA is strictly subject to all terms and conditions contained in the tender document No. PNMM/PC-150/E/4005 dated 10.03.2021.

5.0 COMPLETION TIME:

The services will commence within 15 (fifteen) days from the date of issuance of Fax of Acceptance (FOA), i.e. 28.04.2021.

The entire work must be completed within a period of 26 (Twenty Six) Months from the date of issuance of FOA, i.e. reckoned from 28.04.2021.

6.0 TAXES AND DUTIES:

The responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Supplier of Goods / Services only. Contractor/Consultant providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of **GST**. Further, returns and details required to be filled under **GST** laws & rules should be timely filed by Contractor/Consultant with requisite details. Payments to Consultant for claiming **GST (CGST & SGST/UTGST or IGST)** amount will be made provided the above formalities are fulfilled. Further, TFL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST (CGST & SGST/UTGST or IGST)** collected from Owner.

The quoted price includes all taxes, duties, levies etc., as applicable at prevailing rates. In case, Contractor/Consultant has not included any such taxes, duties, levies etc., at all and/or at prevailing rates (deliberately or otherwise) and it becomes leviable during execution of the contract, then Contractor/Consultant has to pay all such taxes, duties, levies etc. and OWNER shall not be liable for payment of such liabilities and/or OWNER shall not reimburse such taxes, duties, levies etc. to the Contractor/Consultant.

All other Terms & Conditions related to contract value/price & taxation shall be as per the tender document.

7.0 CONTRACT AGREEMENT:

A "Contract Agreement" (as per **format F-4** of Tender document) on Non-Judicial stamp paper (of appropriate value) shall be executed between the OWNER and the CONSULTANT within fifteen (15) days from the date of acceptance of FOA (i.e. 28.04.2021). The cost of stamp paper shall be borne by CONSULTANT.

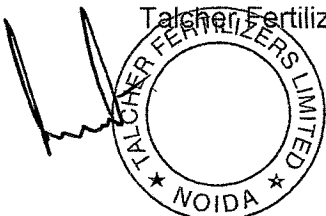
CONSULTANT shall sign the CONTRACT AGREEMENT (in duplicate) and submit to the OWNER. OWNER shall sign both the copies and return one copy to the CONSULTANT and retain the other copy. The CONTRACT AGREEMENT shall be signed by an authorized officer of the CONSULTANT.

8.0 TERMS OF PAYMENT:

The 'Terms of Payment' shall be governed by the terms enumerated in clause No. 12.0 of SCC (Section-III) of the RFQ (NIT No. PNMM/PC-150/E/4005 dated 10.03.2021).

PAYING AUTHORITY

Director (Finance),
Tata Fertilizers Limited,



GAIL Training Institute,
Plot No. 24, Film City, Sector 16A,
Noida – 201301

9.0 DEFECT LIABILITY PERIOD:

Not Applicable

10.0 CONTRACT PERFORMANCE SECURITY

Not Applicable

11.0 ENGINEER-IN-CHARGE (EIC):

A) For site related activities: EIC shall be Mr. N. Alagesan, AGM (Civil), PDIL, Mobile No. 09489018605, E-mail: alagesan1962@gmail.com

B) For Head office related activities: EIC shall be Mr. Kailash Joshi , Addl. CE (Projects), Mobile No. 9718762091, Email: kjoshi@pdilin.com

You are requested to contact above mentioned officials for further instructions.

12.0 INTEGRITY PACT AGREEMENT

INTEGRITY PACT shall be applicable for this contract. The Pre-Signed Integrity Pact Agreement is placed at **Annexure - B**.

13.0 Provision for higher rate of TDS for non-filers of ITR

As per Section 206AB of Income Tax Act, 1961, in case of any vendor/customer who does not filed their Income Tax Return for both of the two previous years preceding to current year and aggregate amount of TDS is more than or equal to Rs. 50,000/- in each of those previous two years (or limit defined by Govt. from time to time), then TDS will be deducted at the higher of following rates:

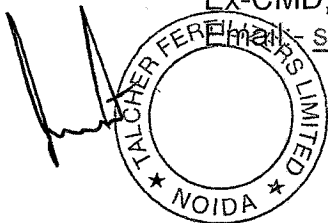
- (I) Twice the rate mentioned in relevant TDS section.
- (II) Twice the rate or rates in force
- (III) 5%

14.0 INTEGRITY PACT AGREEMENT

This contract shall be governed by INTEGRITY PACT attached with this DLOA.

Name and details of IEMs (Independent External Monitors) w.r.t. Integrity Pact are as under:

1. Dr. Anjan Kumar Banerjee
IA & AS (Retd.)
Flat No. 403, Block B2, Eldeco Elegane,
Vibhuti khand, Gomti Nagar, Lucknow 226010, UP
Email:- banerjeeanjan@gmail.com
2. Mr. Atul Sobti
Ex-CMD, BHEL, F-197, Vikas Puri, New Delhi-110018
Email:- sobtiatul@gmail.com



15.0 POST ORDER CORRESPONDENCE

(A) TO,

Mr. N. ALAGESAN
Engineer-In-Charge / RCM (PDIL)
Administrative Building
Talcher Fertilizers Limited,
Talcher, Post: Vikrampur,
Dist. Angul, Pin - 759106
Odisha
E-Mail: alagesan1962@gmail.com

(B) COPY TO:

Mr. KAILASH JOSHI
Project Manager,
M/S Projects & Development India Limited,
P.D.I.L Bhawan, A-14, Sector-1,
Noida -201301
E-Mail: kjoshi@pdilin.com

(C) COPY TO:

Mr. PANCHANAN HALDAR,
GM (PE)
Administrative Building,
Talcher Fertilizers Limited
Talcher, Post: Vikrampur,
Dist. Angul , Pin – 759106
Odisha
E-mail: phaldar@gail.co.in

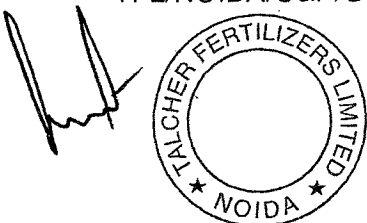
(D) COPY TO:

Mr. S. Mishra, DGM (E),
Administrative Building,
Talcher Fertilizers Limited
Talcher, Post: Vikrampur,
Dist. Angul , Pin – 759106
Odisha
E-mail: smishra@gail.co.in

16.0 OTHERS TERMS & CONDITIONS OF CONTRACT

All other terms and conditions of the contract shall be governed by RFQ (NIT No. PNMM/PC-150/E/4005 Dated 10.03.2021) and your replies to queries vide your e-mails dated 17.03.2021 and 24.03.2021.

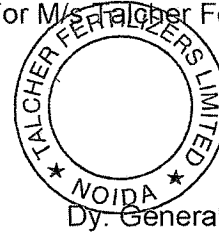
This DLOA is being issued to regularize the FAX OF ACCEPTANCE No. TFL/NOIDA/C&P/CONSULTANT_PTC/FOA-001/21-22 dated 28.04.2021.



This Detailed Letter of Acceptance (DLOA) along with all enclosures is being issued to you in duplicate. You are requested to return to us one copy, duly signed and stamped on each page.

Thanking you,

Yours faithfully,
For M/s. Talcher Fertilizers Limited,



(S. DASGUPTA)
Dy. General Manager (C&P)

ENCLOSURES:

1. FOA No. TFL/NOIDA/C&P/CONSULTANT_PTC/FOA-001/21-22 dated 28.04.2021 (**Page No. 100**)
2. Reply to Technical Questionnaire submitted vide your email dated 24.03.2021 (**Page Nos. 98-99**)
3. Your Bank details as per mandate form submitted with bid (**Page No. 97**)
4. Integrity Pact Agreement (**Page Nos. 87-96**)
5. Complete RFQ vide our NIT No. PNMM/PC-150/E/4005 Dated 10.03.2021 (**Page Nos. 1-86**)

FAX OF ACCEPTANCE (FOA)

FOA No. TFL/NOIDA/C&P/CONSULTANT_PTC/FOA-001/21-22

April 28, 2021

TO : M/S PTC INDIA LIMITED, NEW DELHI
ATTN. : DR. RAJIB K. MISHRA, DIRECTOR
MOB. NO. : 09899552622
E-MAIL : rajiv.mishra@ptcindia.com / varun@ptcindia.com / rajan.roy@ptcindia.com
FROM : MR. S. DASGUPTA, DGM (C&P)

1. PLEASE REFER TO (A) OUR TENDER NO. PNP/PC-150/E-4005 DATED 10.03.2021 FOR "CONSULTANCY SERVICES FOR GRID CONNECTIVITY TO SUPPLY 90 MW POWER THROUGH LINE IN LINE OUT (LILO) ARRANGEMENT FROM EXISTING 220 KV TTPS-RENGALI LINE AND CONSTRUCTION OF 220 KV LILO GIS FOR TALCHER FERTILIZERS LIMITED" (B) YOUR OFFER NO. PTC/BD/PDIL/669 DATED 12.03.2021 (C) REPLIES SUBMITTED BY YOU TO OUR VARIOUS TECHNO-COMMERCIAL QUERIES AND (D) YOUR LETTER NO. PTC/BD/TFL DATED 17.04.2021.

2. BASED ON ABOVE, WE HEREBY ISSUE THIS 'FAX OF ACCEPTANCE (FOA) AT A LUMP SUM CONTRACT VALUE OF INR 4,92,00,000/- (INDIAN RUPEES FOUR CRORES NINETY TWO LAKHS ONLY), EXCLUSIVE OF GST AND INR 5,80,56,000/- (INDIAN RUPEES FIVE CRORES EIGHTY LAKHS FIFTY SIX THOUSAND ONLY) INCLUSIVE OF GST, PRESENTLY @18%.

3. COMPLETION PERIOD:

THE SERVICES WILL COMMENCE WITHIN 15 (FIFTEEN) DAYS FROM THE DATE OF ISSUANCE OF THIS FAX OF ACCEPTANCE (FOA). THE ENTIRE SCOPE OF SERVICES ENVISAGED IN THE CONTRACT SHALL BE COMPLETED WITHIN 26 (TWENTY SIX) MONTHS FROM THE ISSUANCE OF THIS FOA.

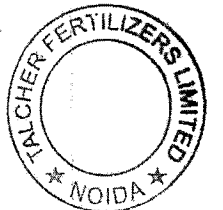
4. CONTRACT AGREEMENT


YOU ARE REQUIRED TO SUBMIT CONTRACT AGREEMENT ON NON-JUDICIAL STAMP PAPER IN LINE WITH CLAUSE NO. 15.0 OF ITB (INSTRUCTION TO BIDDERS) OF TENDER DOCUMENT, WITHIN 15 DAYS FROM THE DATE OF ISSUANCE OF THIS FOA.

A "DETAILED LETTER OF ACCEPTANCE (DLOA)" SHALL FOLLOW. YOU ARE REQUESTED TO ACKNOWLEDGE RECEIPT OF THIS FOA.

FOR TALCHER FERTILIZERS LIMITED

(S. DASGUPTA)
DGM (C&P)

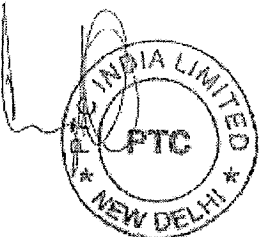


| | | | |
|---|--------------------------|----------------------|------|
|  | TECHNICAL QUERIES | PC150/E-4005-PTC-IQ1 | 0 |
| | | DOCUMENT NO. | REV. |
| | | SHEET 1 OF 2 | |

| | |
|--|---|
| BIDDER:- M/s PTC India Limited | Offer No.: PTC/BD/PDIL/669 Dated 12.03.2021 |
| NIT NO: PNMM/ PC150/E-4005 Dated. 10.03.2021, | |
| Item Description: Consultancy Services for Grid Connectivity to Supply 90 MW Power through Line In Line Out (L.I.O) Arrangement from Existing 220kv TTPS-Rengali Line and Construction of 220 KV LJLO GIS for Talcher Fertilizer Ltd | |


| S.NO | TECHNICAL QUESTIONNAIRE | BIDDER'S REPLY |
|------|-------------------------|----------------|
|------|-------------------------|----------------|

| | | |
|----|--|---|
| 1. | <u>Clause No. 3 (Sheet 1 of 28 of PTC Offer)</u> Please confirm the following: Any other job not specifically mentioned but required for completion of assignment shall be in PTC's scope. | PTC is pleased to confirm the same, however, the parties would mutually discuss for any additional services because of re-location of the existing LJLO Point. |
| 2. | <u>Clause No. 4 (Sheet 1 of 28 of PTC Offer)</u> Please confirm deletion of '3 to 4 Nos.' and 'from time to time'. Also confirm that required No. of Electrical / Civil Engineers shall be deputed at Site as per project requirement. | PTC confirms that the requisite number of engineers for substation, cable, transmission line, civil works shall be deputed at site during construction phase of the project. The phrase "time to time" has been inserted as all the engineers may not be required at the site at the same time. The deployment shall be done as per the progress of the project and the requirement at the site. It may however be noted that the Site Project Manager shall be posted at site for the complete duration of project construction. |
| 3. | <u>Clause No. 5 (Sheet 1 of 28 of PTC Offer)</u> Please confirm the following: a. PTC shall obtain all the Statutory clearances / approval from concerned agencies for successful execution of project. b. PTC shall obtain vetting/ approval of all drawing, document from OPTCL and other Agencies. c. All NIT documents shall be vetted / approved by OPTCL /TPCODL | Confirmed. However, it may be noted that all the statutory clearances / approvals during execution shall be obtained by respective contractor(s) to be selected for the project. PTC shall ensure obtaining such clearances / approvals through the selected contractor(s). |
| 4. | <u>Tentative Project Organogram (Sheet 27 of 28 of PTC Offer)</u> Please confirm addition of following: - Quality Expert - Telecommunication & Protection Expert - Civil Engineer (TL, S/S) - Civil Engineer (TL, S/S) for Site - Testing & Commissioning Engineer for Site Also confirm that Site Project Manager shall be deputed at Site for entire Project Completion Period. | Confirmed. It may be noted that PTC shall deploy Civil and Testing & Commissioning Engineer at the site as per the requirement and progress of the project. |
| 5. | <u>Deployment Plan (Sheet 28 of 28 of PTC Offer)</u> Please confirm addition of following: - Civil Engineer (TL) - Civil Engineer (S/S) - Civil Engineer (TL) for Site - Civil Engineer (S/S) for Site - Testing & Commissioning Engineer for Site 'QC & Inspection Engineer 1' shall be replaced with 'Quality Expert' | Confirmed. It may be noted that PTC shall deploy Civil Engineer at the site as per the requirement and progress of the project. |



All rights reserved

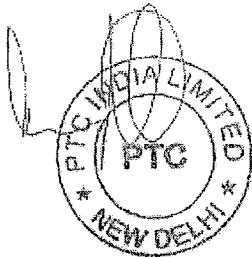
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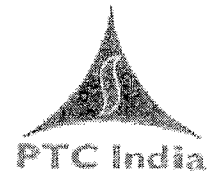
| | | | |
|---|-------------------|----------------------|------|
|  | TECHNICAL QUERIES | PCI50/E-4005-PTC-TQ1 | 0 |
| | | DOCUMENT NO. | REV. |
| | | SHEET 2 OF 2 | |

| | |
|---|---|
| BIDDER:- M/s PTC India Limited | Offer No.: PTC/BD/PDIL/669 Dated 12.03.2021 |
| NIT NO: FNMM/ PCI50/E-4005 Dated. 10.03.2021, | |
| Item Description: Consultancy Services for Grid Connectivity to Supply 90 MW Power through Line In Line Out (LILO) Arrangement from Existing 220kv TTPS-Rengali Line and Construction of 220 KV LILO GIS for Talcher Fertilizer Ltd | |

| S.NO | TECHNICAL QUESTIONNAIRE | BIDDER'S REPLY |
|------|-------------------------|----------------|
|------|-------------------------|----------------|

| | | |
|----|---|------------|
| | QC & Inspection Engineer 2 shall be replaced with 'QC & Inspection Engineer'. | |
| 6. | <p><u>Deployment Plan (Sheet 28 of 28 of PTC Offer)</u></p> <p>The experts shall visit Project Site, as per Project requirement. Please confirm.</p> <p>The Deployment Plan shall be minimum. However, for completion of Project, PTC shall augment Project Team including Site Deployment as per Project Requirement, without any extra claim. Please confirm.</p> | Confirmed. |
| 7. | Please confirm that the man months mentioned in the deployment schedule is an indicative figure. M/s PTC shall complete the entire scope of services at the quoted lump-sum fee irrespective of the actual no. of man-months actually expended without any extra financial implication to TFL. | Confirmed. |





TO WHOMSOEVER IT MAY CONCERN
F-3 - E-Banking Mandate Form

| | | |
|---|--|---|
| 1 | Vendor / Customer Name | PTC India Limited |
| 2 | Vendor / Customer Code | |
| 3 | Vendor / Customer Address | 2nd Floor, NBCC Tower, 15 Bhikaji Cama Place, New Delhi-110066 |
| 4 | Vendor / Customer E-mail Id | varun@ptcindia.com |
| 5 | Particulars of Bank Account | |
| | A. Name of the Bank | ICICI Bank Ltd. |
| | B. Name of the Branch | New Delhi Branch |
| | C. Branch Code | 000007 |
| | D. Address | 9A, Phelps, Connaught Place, NEW DELHI-110001 |
| | E. Telephone number | 011-33667777 |
| | F. Type of account (current/saving etc.) | Current |
| | G. Account Number | 000705050384 |
| | H. RTGS IFSC Code of the bank branch | ICIC0000007 |
| | I. NEFT IFSC Code of the bank branch | ICIC0000007 |
| | J. 9 digit MICR code | 110229002 |

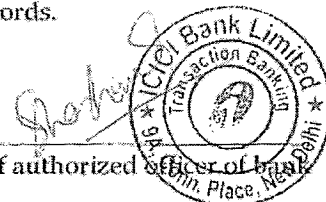
I/We hereby authorize Talcher Fertilizers Limited to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the Talcher Fertilizers Limited responsible.

(Signature of vendor/customer)

BANK CERTIFICATE

We certify that PTC India Limited has an Account no. 000705050384 with us and we confirm that the details given above are correct as per our records.

Bank stamp.
Date: 12.03.2021



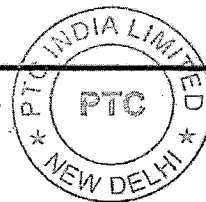
Signature of authorized officer of bank

PTC India Limited
(Formerly known as Power Trading Corporation of India Limited)
CIN: L40105DL1999PLC099328
2nd Floor, NBCC Tower, 15 Bhikaji Cama Place New Delhi - 110 066 Tel: 011-41659508, 41659500. Fax: 011-41659504
E-mail: info@ptcindia.com Website: www.ptcindia.com

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INTEGRITY PACT

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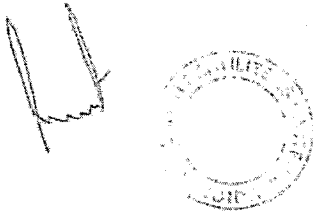
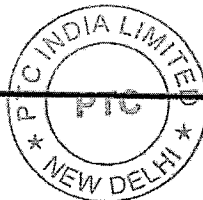
INTEGRITY PACT

INTRODUCTION:

TFL as one of its endeavour to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, a tool developed by the Transparency International, to ensure that all activities and transactions between the Company (TFL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption.

Considering the above, the details mentioned at attached Annexure-1 are applicable as stated in Instruction to Bidders of Bid Document in addition to the existing stipulation regarding Corrupt and Fraudulent Practices.

The attached copy of the Integrity Pact at Annexure - 2 shall be included in the Bid submitted by the bidder (to be executed by the bidder for all tenders of value Rs. 1 (One) crore and above). In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

A handwritten signature in black ink is positioned to the left of a circular stamp. The stamp contains the text "PTC INDIA LIMITED" around the top inner edge and "NEW DELHI" around the bottom inner edge, with "PTC" in the center.

ANNEXURE-1

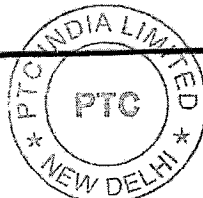
Bidder is required to sign the Integrity Pact with TFL as per format & terms and conditions enclosed with tender. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

I COMMITMENTS AND OBLIGATIONS OF THE "COUNTERPARTY"

- a) The Counterparty, directly or indirectly (through agent, consultant, advisor, etc.), shall not pay any bribe/ influence or give undue/ unlawful benefit to anyone to gain undue advantage in dealing with TFL.
- b) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.
- c) The counterparty will not pass TFL's confidential information to any third party unless specifically authorized by TFL in writing.
- d) The Counterparties shall promote and observe best ethical practices within their respective organizations.
- e) The Counterparty shall inform the Independent External Monitor.
 - i) If it received any demand, directly or indirectly, for a bribe/ favour or any illegal gratification/ payment / benefit;
 - ii) If it comes to know of any unethical or illegal payment / benefit;
 - iii) If it makes any payment to any TFL associate.
- f) The Counterparty shall not make any false or misleading allegations against TFL or its associates.

II VIOLATIONS & CONSEQUENCES:

- a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, action shall be taken as per "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices"
- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, TFL shall be entitled to terminate the Contract. Further, TFL would forfeit the security deposits/ Contract Performance Bank Guarantee and in addition, action shall be taken as per "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices"

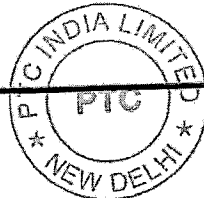



INDEPENDENT EXTERNAL MONITORS (IEMS)

Presently the panel consisting of the following Independent External Monitors (IEMs) have been appointed by TFL, in terms of Integrity Pact (IP) which forms part of TFL Tenders / Contracts.

- i) Shri Anjan Kumar Banerjee (Email ID: banerjeeanjan@gmail.com)
- ii) Shri Atul Sobti (Email ID: sobtiatul@gmail.com)

This panel is authorised to examine / consider all references made to it under this tender. The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender may raise the issue either with the designated tender issuing officer or Nodal Officer (presently Sh. S. Dasgupta, DGM (C&P) – Email: sdasgupta@gail.co.in) in TFL or directly with the IEMs on the panel or IEM c/o Chief Vigilance Officer, Rashtriya Chemicals and Fertilizers Ltd., Priyadarshini Building, Eastern Express Highway, Sion, Mumbai Maharashtra, 400022.



INTEGRITY PACT

(To be executed on plain paper)

Between TFL (India) Limited, a Government of India Public Sector, (here-in-after referred to as "Principal").

AND

_____ (here-in-after referred to as "The Bidder/ Contractor").

(Principal and the Bidder / Contractor are here-in-after are referred to individually as "Party" or collectively as "Parties").

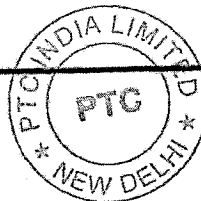
PREAMBLE

The Principal intends to award under laid down organizational procedures, contract/s for _____. The Principal values full compliance with all relevant laws of land rules, regulations, and 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 Independent External Monitors (IEMs) 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

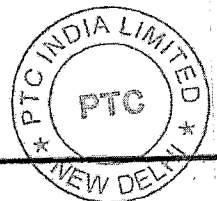
1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles:-
 - i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or for a third person, any material or immaterial benefit which the person is not legally entitled to.
 - ii) The Principal will, during the tender process treat all Bidder(s) with equity and reasons. 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.



- iii) 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 Indian Penal Code (IPC) / Prevention of Corruption Act (PC Act), or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder (s)/Contractor (s)

1. The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits themselves to observe the following principles during participation in the tender process and during the contract execution:
- i) 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.
- ii) 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 action to restrict competitiveness or to introduce cartelisation in the bidding process.
- iii) 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.
- iv) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
- v) The Bidder (s) / Contractor (s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents,



brokers or any other intermediaries in connection with the award of the contract.

- vi) Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/ Contractor(s) shall not instigate third person to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

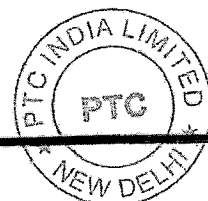
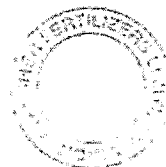
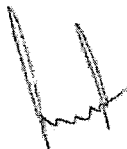
If the Bidder (s) / Contractor (s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor (s) from the tender process or take action as per provisions of "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices".

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 equal to the Contract Value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgression occurred in the last three years, with any other Company in any country conforming to the anti-corruption approach or with any 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 actions can be taken as per provisions of "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices"



Section 6 – Equal treatment to all Bidders / Contractors / Subcontractors

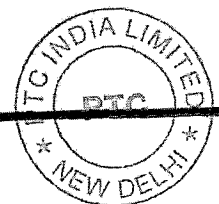
1. In case of Sub-Contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder (s) / Contractor (s) / Sub-contractor (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 after approval by Central Vigilance Commission. 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/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/she reports to the MD, TFL.
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/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
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/she will so inform the Management of the Principal and request



the Management to discontinue or to take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the MD, TFL within 10 days as far as possible from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the MD, TFL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD, TFL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
8. The word 'Monitor' would include both singular and plural.
9. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

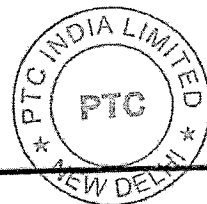
Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded. Any violation to the same would entail disqualification of the bidders and exclusion from future business dealing.

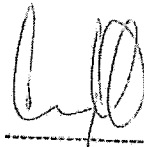
If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the MD, TFL.

Section 10 – Miscellaneous provisions

1. This agreement is subject to Indian Law. Place of performance and exclusive jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.
3. If the Contractor / Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.



4. Should one or several of the provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions in such a case.
5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in Integrity Pact will prevail.

(For & on Behalf of Principal) / S. DASGUPTA
 Dy. General Manager (DGM) / Dy. General Manager (DGM)
 Tatchar Fertilizers Limited / Tatchar Fertilizers Ltd.
 (Office Seal) प्लॉट नं० 24, सेक्टर-16ए, नॉएडा-201301(उ.प्र.)
 Plot No. 24, Sec.-16A, Noida-201 301(U.P.)

(For & on Behalf of Bidder/Contractor)
 (Office Seal)

Place _____
 Date _____

Witness 1:
 (Sign, Name & Address)
 [FOR PRINCIPAL]

Deogam (Sura Deogam)
 Tatchar Fertilizers Limited (T.F.L.), Plot No. 24,
 Sector-16A, Film City, Noida (U.P.) - 201301

Witness 2:
 (Sign, Name & Address)
 [FOR BIDDER / CONTRACTOR]

Raj Rajan K. Roy
 P.T.C India Ltd.
 2nd Floor, NCC Tower, Wazirpur Area Place - New Delhi

