



BHARAT COKING COAL LIMITED
 Office of the General Manager(MM)
 Commercial Block L-III , Koyla Bhawan : Dhanbad : 826005
 (Fax No- 0326-2230183) Web site : <http://bccl.cmpdi.co.in>
 Under jurisdiction of Dhanbad & Jharkhand High Court Only

RATE CONTRACT

Ref No. BCCL/GM(MM)CCWO/PUR/RC/MED/203/GR-B/CHD/2013-14/2013/GLOBAL/129/ ¹⁹⁵
 Dated 24.12.2014.
 By Regd. Post/Fax ₂₅

To
M/S INDOCO REMEDIES LIMITED,
INDOCO HOUSE,166,C.S.T.ROAD,
SANTACRUZ(E),MUMBAI-400098
 Tel: 26541851/52/53/54/55,
 Fax:(91-22)2652-3067/2652-3976
 (Vendor Code- 1/17/M/T/025)

Subject:- Rate Contract for Supply of Medicines to BCCL

Ref:1.Tender No. BCCL/GM(MM)CCWO/PUR/RC/MED/203/GR-B/CHD/2013-14/2013/GLOBAL/129/dt. 27.02.2013 opened on 24.4.2013

2.Your Offer No. Inst.Sales/EZ-15/Quot/13-14 dt. 18.4.2013 and letter No:Inst-Sales/EZ-184/Quot/13-14 Dt.5th Oct'2013,MGS/D-Gen/111/13-14. Dt.Oct'30.2014,Inst-Sales/EZ-244/Letter/14-15. Dt. 09.05.2014, Inst-Sales/EZ-087/Letter/14-15. Dt.23.07.2014 & Inst-Sales/EZ-116/validity Exten/14-15 Dt.16.12.2014

3.Our Letter No:656 Dt 26.09.2013,949 Dt.16.04.2014,971 Dt.16.05.2014,2261 Dt.23.07.2014 & 4862 dt 28.11.2014

Dear Sir,

With reference to above, we are pleased to enter into Rate Contract with you for supply of medicines detailed below to CHD of Bharat Coking Coal Limited on the terms and conditions as stipulated hereunder:-

1.SPECIFICATION AND PRICE :-

Sl No.	Item Code	Description	Annual Quantity	Firm's name	Unit Quoted & Pack Size	Unit Basic price(Rs.) (A)	Excise duty & Educational Cess % (B)	Sales Tax CST @ 5%/VA T @ 5% (C)	Freight charge (D)	Packing and For warding & Insurance Charge (E)	Unit Rate (Landed) (F)	Rate per packet /Strip/ bottle/ vial(Landed) (G)
1	11.102	Ofloxacin 0.3 % eye drop 5 ml ph.	12000	Indoco	5 ml Ph	12.54	0.77	0.66	0	0	13.97	13.97

P. J.
25/12/2014

2. Excise Duty- Shall be payable as indicated above against documentary evidence. It is Extra, NIL/NA or included in Basic price wherever applicable. In case of any Refund /Credit/ED exempted or downward trend, if any obtained shall be passed on to the buyer which shall be certified by the auditor of the supplier (at the time of billing).

A certificate on the body of the invoice is to be made against payment of ED by the supplier/Principal and BCCL will not pay if in default.

3. SUPPLIES :- Direct. Or through Authorised supply point:- M/s Endoos Enterprises, Opposite Baba Sweets, Sraidhela, Dhanbad-828127

4. **Security Money**- You will be required to deposit Rs. 33528=00 as security money in the form of Bank Draft/Bank Guarantee of any schedule Bank (Bank Guarantee valid for the period up to six months after the expiry of this Rate Contract) against the Rate Contract within 15 days from the date of receipt of this rate contract. Bank draft should be drawn in favour of "BHARAT COKING COAL LIMITED" payable at Dhanbad. In case you fail to deposit the same, the rate contract shall be cancelled and the case shall be processed to conclude rate contract elsewhere and performance is to be kept recorded for future dealings. The security money will be refunded to within 30 days of satisfactory execution of the rate contract (Execution of the contract means successful completion of supplies against orders placed by the DDOs against the rate contract). For unsatisfactory performance and/or contractual failure the security money shall be forfeited. The Bank Guarantee should be submitted on non-judicial stamp paper as per the enclosed format.

5. Rate Contract will be operated by CHD BCCL who will be entrusted for the procurement of Medicine by order placement against the approved/concurred indent within sanctioned budget having total Estimated off-take for two years :- (Total Qty-24000 and Total amount Rs.335280=00).

6. RATE CONTRACT: This is a Rate Contract where the prices are fixed but the quantity to be supplied during the pendency of the Rate Contract is not fixed and will be on as and when required basis.

7. Price: - Firm on FOR destination basis till delivery.

8. SALES TAX / VAT :- VAT: Payable extra as applicable at the time of supply. The present rate of sales tax is @ 5%.

9. Validity/Duration Period:- The Rate Contract concluded will be valid for a period of 2(two) years from the date of issue of rate contract with a provision of extension for a further period of one year with mutual consent for supply of Medicines for BCCL Hospitals/Central Hospital, Dhanbad

10. Delivery:- The bidders are required to SUPPLY THE ORDERED QUANTITY WITHIN 45days from the date of supply of order by the Direct Demanding Officer. Delivery schedule shall be reckoned from the 10TH day from the date of issue of order and the date of receipt of materials at our stores shall be treated as the date of delivery.

This is a rate contract whereby the prices are FIRM & FIXED but the quantities to be procured during the currency of the rate contract is NOT FIXED and the same will be procured by Direct Demanding Officer based on actual requirement from time to time.

11. PACKING: Packing of all the materials shall conform to the requirements of the carriers to ensure safe delivery of the consignment.

12. WARRANTY/GUARANTEE/SHELF LIFE:

(i) You shall be fully responsible for warranty in respect of quality of the material

(ii) You will replace defective materials free of cost within 30 days of intimation.

(iii) The warranty/guarantee/Shelf Life certificate should be submitted to the consignee along with the each supplies.

(iv) **POTENCY:** All medicines to be supplied under this contract shall be from freshly manufactured batch and must have 2/3rd potency of the total shelf life at the time of receiving of medicines by the consignee store.

(v) **REPLACEMENT OF MEDICINE:** In the event of non liquidation of stock the firm will have to undertake the responsibility to replace the same with medicines having longer expiry period if informed before 3 months of expiry free of cost to the purchaser which means the supplier will have to bear all the expenses up to the destination site i.e. ex-works prices, excise duty, sales tax, insurance, inland transportation charges etc as applicable will be borne by supplier to ensure free delivery.

The supplier shall be responsible for any defect that may, under the condition provided for by the contract and under proper use, arise due to faulty materials, design or workmanship and shall remedy such defect at his own cost. If it becomes so necessary for the supplier to replace defective material, such replacement shall be made by the supplier 100% free of cost without any extra cost to Bharat Coking Coal Limited. The new items should be supplied on FOR destination basis free of cost. Foreign supplier will bear all costs connected to replacement of items from & upto ultimate consignee in case any replacement is required on receipt of items and within warranty period. Replacement should be completed within a reasonable period maximum within one month from the date of claim for the items on free of cost up to ultimate consignee's end.

13. Identification Mark- The Batch No., Manufacturing Date & Expiry Date with Mark/Symbol/Identification Mark of the manufacturers(s) should be clearly printed on strips/Blisters/Ampules/Vials/Bottles/Tubes/Packets of each item, as far as practicable, at a visible place, which is not subjected to normal wear & tear for convenience of identification at any time.

14. INTEGRITY PACT (applicable) : Name of Independent External Monitor:

Sri A.K.Chakaraborty(Retd. Judge), BB-69, Sect-1, Salt Lake, Kolkata-700064

15. GMP Certificate:- Xerox copy of Valid G M P Certificate as per current revised Schedule-M of amended Drugs and cosmetics acts & Rules 1940 or valid loan license or marketing should be submitted along with bill. For supply of imported items Xerox copy of import license/ other relevant documents are required at the time of billing.

16. PAYMENT TERMS: 100% within 21 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bill, whichever is later by the consignee. All payments (in Indian Rupees) will be made by concerned Paying authority of BCCL only through "Electronic Fund Transfer" (EFT) or e-payment. You will indicate Banker Details i.e. Bank Name, Address, Branch Code, Account No. & EFT No. with each bill(s).

17. Supply Terms --- a) Medicines against this RC may be supplied by the appointed Authorized Stockist/Distributors on behalf of principal company wherever available. Bills or Invoices may also be raised by the Authorized Stockist/Distributors and EFT or e-payment may be made to them after submission of all required documents, certificates related to medicines & their firm and documentary evidence in respect of Excise Duty and Sales Tax / VAT. b) If supply to be made through Authorized Stockist/Distributors, the Rate Contract holder i.e.

you shall take full responsibility for the quality of medicines and for Authorized Stockist/Distributors and timely supply of the medicines, as per terms & conditions of the Rate Contract. You shall be liable for quality and delivery in time. Each time order for supply shall be placed on the Rate Contract party itself. However supply may be made through Authorized Stockist/Distributors. No request or amendment will be considered for supply through changed Stockist/distributor. Payment can be made to the Authorized Stockist/Distributor if fulfilling above condition and supply made through them. In case of supply through stockist each supply should bear an undertaking from you regarding quality and responsibility.

18. Bank details of the Firm –

Original copies submitted by the firm at the time of opening of tender for themselves and /or for their authorized supply point are attached herewith.

19. PERFORMANCE BANK GUARANTEE: Not Applicable

20. **PRICE FALL CLAUSE:** The price charged for the stores supplied against this tender by you shall in no event exceed the lowest price at which you sell or offer to sell the stores of identical description to any other party during the said period.

If the supplier at any time during the period of contract concluded against this tender reduces the sale price, sells or offers to sell such stores to any other organization at a price lower than the price chargeable under the contract, the supplier shall forthwith notify such reduction of sale price to the undersigned and the price payable under the contract for stores supplied after the date of coming in force of such reduction in sale price, shall stand correspondingly reduced. The above stipulation will not however apply to exports by the contract holder.

21. **CONSIGNEE /DESTINATION POINTS:** Central Hospital, BCCL, Dhanbad .

22. **Submission of Bills-** Original Invoice/Bill (as per payment term) in quadruplicate along with delivery challan in original, Quality Certificates , Guarantee/ Warranty certificate, Import documents(if applicable) and other relevant documents , mentioned elsewhere in this order , should be submitted to the consignee for onward submission to Paying Authority.

23. **You will also have to submit Lowest price certificate along with Bill that** “The price quoted by you against this tender is the lowest and is the same as applicable to other Government Departments/ Public Sector Undertakings including CIL its subsidiaries & Other Organizations.”

24. **QUALITY CERTIFICATE** (i) You will submit with each bill that there has not been any complaint against the quality of your products supplied to Government Departments or Public Sector Undertakings / Other organizations.

ii) At the time of delivery of medicine, the supplier will submit a certificate regarding the genuineness of medicine and in case any adverse effect of medicine on Patient is found or any adverse report on quality of medicine is received from Laboratory, you will be fully responsible for that and action will be taken against the firm including legal recourse.

25. **Paying Authority:** CFM, CHD.

26. **LIQUIDATED DAMAGES CLAUSE: LIQUIDATED DAMAGES CLAUSE:**

In the event of failure to deliver/dispatch the equipment/stores within the stipulated date/period to effect supply in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Bharat Coking Coal Ltd., shall be entitled at its option to enforce the following:

a) To recover from you 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% (TEN Percent) and where felt necessary by BCCL, it may be increased up to 15 %.

b) To purchase elsewhere after notice to you on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of 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 expenses of the defaulting supplier and also-

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

e) Whenever under this contract any sum of money is recoverable from any payable by the supplier, Bharat Coking Coal Limited, shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum which at any time thereafter may become due to you in

this or any other contract, should this sum be not sufficient to recover the full amount recoverable, you shall pay. Bharat Coking Coal Limited, the balance amount on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

f) To forfeit the security deposit fully or in part.

27. **INSPECTION:**

i) Materials under supply shall be of the best quality and workmanship and shall be in accordance with the specification laid down in the supply order.

BCCL also reserves its right to carry out initial inspection at the suppliers works before dispatch by deputing authorized representative.

BCCL reserves its right to carry out Pre-despatch inspection by a Third Party including stage inspection and destructive testing, if necessary, at their works, as per the methodology. Inspection charges as indicated in the supply order will have to be initially paid by the seller, which will be reimbursed by BCCL alongwith supply bill(s). In case materials are rejected on first inspection, all charges including Lodging TA, Inspection Fee etc. & for subsequent inspection shall be borne by the supplier. Seller will provide all facilities to carry out necessary 'Tests' as required(if applicable).

ii) Final inspection will be carried out at the consignee's end.

28. **RISK PURCHASE :** In the event of failure of the supplier to deliver or despatch the stores within the stipulated date / period of the supply order , or in the event of breach of any of the terms and conditions mentioned in the supply order , Coal India Ltd., or its subsidiary Companies have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. It is clearly mentioned that in the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the bills against any other supplies pending in the same Subsidiary Co. and also in any other Subsidiary Companies / Coal India Limited

29. **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 hostilities, declaration of embargo or blockade or flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then BCCL may allow such additional time by extending the delivery period as is considered justified by the circumstances of the case and its decision shall be final. In case additional time is granted by BCCL for execution of the Contract / Supply Order, the Contract / Supply Order shall be read and understood as if it had contained from its inception the delivery date as extended. Power failure will not be considered as a force majeure condition.

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 15 days of the occurrence and cession of such force majeure conditions. In the event of delay lasting out of force majeure, BCCL will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.

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

c) If any of the force majeure conditions exist in the place of operation of bidder even at the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken this into consideration in their quotation.

30..Import Documents- Copy of Import documents (if applicable) are to be submitted along with each bill for verification at consignee end.

31. Supply orders will also be governed by the "General Terms and Conditions of supply" enclosed herewith, unless stated otherwise in this bid document or in the supply order.



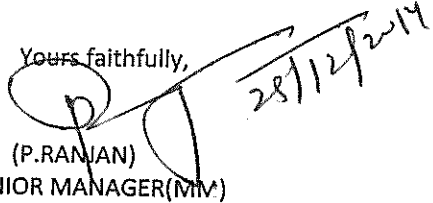
32. ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY.

33. OTHER TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS WILL BE AS PER OUR NIT WHEREVER THESE COULD NOT BE INDICATED.

34 This is issued with the approval of competent authority.

ENCLOSURES:-

1. Bank Details of the firm- -----1 page
2. SD Format-1 page
3. Integrity pact – 03 pages
4. General Terms & Condition -09 pages

Yours faithfully,

(P.RANJAN)
SENIOR MANAGER(MM)
BCCL, KOYLA BHAWAN

BUDGET REFERENCE-

Sl. No.	Budget Certification no. & date
1.	BC & FC to be taken before placement of order by the DDO.

Copy to:

1. CMS, BCCL/CMS(I/c), CHD, Saraidhela, Dhanbad-
2. CM(F), Central Hospital, Saraidhela, Dhanbad
3. Sr. MM Store/Depot Officer, Central Hospital, Saraidhela, Dhanbad -To place Order against concurred and approved indent. BC & FC to be taken before placement of order .
4. MM(Tech Cell), MM Department, Koyla Bhawan
5. IEM- Shri A.K.Chakarborty, (Retd. Judge), BB-69, Sector-1, Salt lake, Kolkata – 700064-For kind information.
6. Authorised supply point.
- 7 Master File/Office Copy.
8. GM(MM), CCL / NCL / WCL/ SECL / MCL / ECL /CMPDIL

1754

FOR PAYMENT TO SUPPLIERS/CONTRACTORS

IN TRIPLICATE

PROFORMA FOR COLLECTING PAYMENT THROUGH ELECTRONIC MODE INCLUDING ELECTRONIC FUND TRANSFER (EFT) & ELECTRONIC CLEARING SYSTEM (ECS)

1	VENDOR /SUPPLIER/CONTRACTOR/ CUSTOMER'S NAME & ADDRESS (with Telephone No & Fax No):	M/S ENDOOS ENTERPRISES OPP. BABA SWEETS, Post: SARAI DALU Dist: DHANBAD, PH-828127
2	PARTICULARS OF BANK ACCOUNT	BANK OF BARODA
	A. BANK NAME	HIRAPUR
	B. BRANCH NAME (Including RTGS CODE)	HIRAPUR BRANCH
	ADDRESS	BARBOHIRAPUR
	TELEPHONE NO AND FAX NO	
	C. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on the MICR cheque issued on the bank) or 5 digit code No of SEI	8260 2003
	D. ACCOUNT TYPE (S.B Account/Current Account OR Cash Credit with code 10/11/13)	CURRENT ACCOUNT
	E. LEAFLET NO./LEDGER FOLIO NO	
	F. ACCOUNT NUMBER(CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	31910200000027 CURRENT ACCOUNT

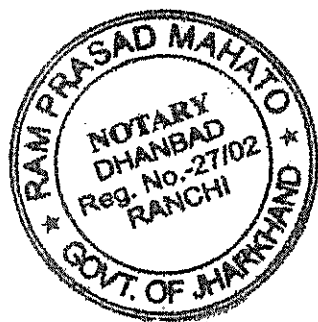
4. DATE OF EFFECT

I hereby declare that the particulars given above are correct and complete. If the transaction delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold user institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by bank of such e-transfer shall be born by us.

Date :- 30/4/14

For ENDOOS ENTERPRISES
Binay Kumar Bhatia
Partner
Signature of the Customer/Vendor
/Supplier/Contractor

Certified that the particulars furnished above are correct as per my records



[Signature]
Signature of the Authority
from the bank

Attested
3/10/17
R.P. MAHATO
NOTARY
DHANBAD

Appendix-I

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

M/s. Bharat Coking Coal Ltd.
Koyla Bhawan
Koyla Nagar
Dhanbad - 826005

In consideration of M/s Bharat Coking Coal Ltd. having its office at Koyla Bhawan, Koyla Nagar, Dhanbad hereinafter called "the Purchaser" (which expression shall unless repugnant to the subject or context including its successors and assigns) having agreed under the terms and condition of Contract No. dated made between M/s a Company having its office at (hereinafter called the supplier in connection with supply of hereinafter called the "said Contract" to accept a Deed of Guarantee as herein provided for Rs. in lieu of the security deposit to be made by the supplier for their due fulfillment of the terms contained in the said Contract, we, the Bank Limited (hereinafter referred to as the said Bank having its office at do hereby undertake and agree to indemnify and keep indemnified that Purchaser from time to time the extent of Rs.(Rupees :) against any loss. Damage caused charges and expenses caused to or suffered by or that may be caused to suffered by Purchaser by reason of any breach or breaches by the said supplier or any of the terms and conditions contained in the said Contract and to unconditionally pay the amount claimed by the Purchaser on demand and without demur to the extent aforesaid.

We, the(Name of the Bank) do hereby agree that any demand made by Purchaser on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We shall not withhold the payment on the ground that the supplier has disputed its liability to pay or has disputed the quantum of amount or that any legal proceeding is pending between the Purchaser and the Supplier regarding the claim. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.

We, the(Name of the Bank) do further agree Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect up to Unless demand or claim under this Guarantee is made on us in writing on or before we shall be discharged of all liabilities under this Guarantee thereafter.

We, the (Name of the Bank) further agree with the Purchaser that the Purchaser, shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of delivery of the specified items in the Contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said supplier and to forbear or enforce any of the terms and conditions relating to the said contract we shall not be relieved from our liability by the reason or any such variations or extension being granted to the said Supplier or for any forbearance act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us the Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above. The Bank shall pay to the Purchaser the said sum of or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

We, the (Name of the Bank) lastly undertakes not to revoke this Guarantee during this currency except with the previous consent of the Purchaser in writing.

The Bank has under its constitution power, to give this Guarantee and Mr. Manager who has signed it on behalf of the Bank has authority to do so.

This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.

[In case the BGs are from outstation branch of Dhanbad then BG shall be encashable at Dhanbad/Kolkata branch of issuing bank with address and location of the said branch at Dhanbad/Kolkata will be as under .

Name of the Bank :
Name of the Branch :
Location & Address :

The BG shall be subject to the jurisdiction of the competent courts at Dhanbad District only.]

Datedday of
For Bank

Signature of the authorized person
For and on behalf of the Bank
Emp. Code.

Appendix-I

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

M/s. Bharat Coking Coal Ltd.

Koyla Bhawan

Koyla Nagar

Dhanbad - 826005

In consideration of M/s Bharat Coking Coal Ltd. having its office at Koyla Bhawan, Koyla Nagar, Dhanbad hereinafter call "Purchaser" (which expression shall unless repugnant to the subject or context including its successors and assigns) having under the terms and condition of Contract No. dated made between M/s a Company having it at (hereinafter called the supplier in connection with supply of hereinafter called the "said Contract" to a Deed of Gu.



indoco remedies limited

INDOCO HOUSE, 166 C. S. L. ROAD, SANTACRUZ (EAST), MUMBAI - 400 098 (INDIA) • Website : www.indoco.com
PHONES : 2654 1851 / 52 / 53 / 54 / 55 • FAX : (91-22) 2652 3067 / 2652 3976

(575)

[Handwritten signature]

ANNEXURE-"F"

INTEGRITY PACT

Between

BHARAT COKING COAL LIMITED (BCCL) hereinafter referred to as "The Principal"

And

INDOCO REMEDIES LTD hereinafter referred to as "The Bidder/Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for MEDICINE . The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s. In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 3. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

For INDOCO REMEDIES LIMITED

[Handwritten signature]

(Name of the Bidder/Contractor)



indoco remedies limited

INDOCO HOUSE, 164 C. S. 1. ROAD, SANTACRUZ (EAST), MUMBAI - 400 098 (INDIA) • Website : www.indoco.com
PHONES : 2654 1851 / 52 / 53 / 54 / 55 • FAX : (91-22) 2652 3067 / 2652 3976

(574)

Section 2 – Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 3. The Bidder/Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

For INDOCO REMEDIES LIMITED

By: (Signature)



indoco remedies limited

INDOCO HOUSE, 144 C. S. I. ROAD, SANTACRUZ (EAST), MUMBAI - 400 098 (INDIA) • Website : www.indoco.com
PHONES : 2654 1851 / 52 / 53 / 54 / 55 • FAX : (91-22) 2652 3067 / 2652 3976
Section 4 - Compensation for Damages.

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1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
 2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
 3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

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

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

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

Section 7 - Criminal charges against violating Bidders/Contractors/Subcontractors

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

Section 8 - External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

INDOCO LIMITED



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5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Outside Expert Committee members/Chairman as prevailing with Principal.
8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. DHANBAD (JHARKHAND).
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For INDOCO REMEDIES LIMITED

By Monitor (Institution)

For the Principal
Place.....
Date

For the Bidder/Contractor
Witness 1 : Mr. Nitin Pilankar

Witness 2 : Mr. K Harshvardhan