

Lot No. 958/99

SALES WAREHOUSE/COMMERCIAL DIVISION

TRAFFIC DEPARTMENT

CHENNAI - 600 001

E-AUCTION NO : SWH/E-AUCTION-V/0029/2024/TC

AUCTION CATALOGUE

E-Auction for the sale of

15 COLLIs

(PART OF SECOND HAND BLAST FURNACE PLANT)

INSPECTION DATE: From : 08-08-2024 to 28-08-2024

AUCTION DATE & TIME: 29- 08-2024 11.00Hrs to 16.30 Hrs



Port
Par-excellence
चेन्नै पत्तन प्राधिकरण
CHENNAI PORT AUTHORITY

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प्रशासनिक कार्यालय
ADMINISTRATIVE OFFICE :
No.1, राजाजी साली चेन्नै - 600 001.
No.1, Rajaji Salai, Chennai - 600 001.
Website : www.chennaiport.gov.in

TRAFFIC DEPARTMENT

SALES WAREHOUSE/COMMERCIAL DIVISION

Auction : Conditions of Auction Sale for sale of un cleared cargo Collis-15 Nos.
(Second hand blast furnace plant) under Lot NO.958/99, vide E-auction
No. SWH/E-Auction-V/0029/2024/TC

Date of Auction : 29-08-2024

Chennai Port Authority(ChPA) intends to dispose the unclaimed cargo through e-auction.

Chennai Port Authority has appointed Service Provider – M/s. MSTC Ltd., as e-auctioneer

The auctioneer M/s. MSTC Ltd., will conduct e-auction through online as per the CHPA direction and as specified in the catalogue.

e-auction starts at 11.00 hrs and closes at 16.30 hrs on the date of auction as specified in the auction catalogue.

Bidders desiring to participate in the e-auction shall approach the CHPA's e-auctioneer **M/s. MSTC Ltd., having address at ISPAT Bhawan, Kodambakam, Chennai-600 034.**

All the un cleared cargo offered are in "as is where is condition" basis.

Inspection of lots can be done from **08-08-2024 to 28-08-2024** between 10.00 hrs and 17.00 hrs on all working days (Monday to Saturday), lunch break (13.00 -13.30 Hours .

The intending bidders can gain admission to the harbour on days of inspection to inspect the materials. The bidders may obtain necessary Harbour Entry Permits as follows:

1)HEP(Harbour Entry Permit) request should be sent well in advance to Commercial Division by a letter or email address dtmc@chennaiport.gov.in with details i) firms name ii) mobile No. iii) email address iv) purpose with CHPA reference of e-auction/delivery order etc., v) HEP for No. of persons/vehicles/drivers.

2) On receipt of above details to dtmc@chennaiport.gov.in, COMMERCIAL Division will process the request for Harbour Entry Permit. A message with a link and Gate pass-ID will be sent to your registered e-mail automatically. By using the link received the requisite documents are to be scanned and uploaded duly entering the date of HEPs required with No. of persons/vehicle/drivers and making necessary payment. After processing the request, approval message will be sent again to firms e-mail address from Traffic Manager (Pass Section)

3) Again the link in your e-mail may be utilized for taking printout copy of Harbor Entry permit with QR Code for entering inside harbor premises

Delivery period : 30 days for the subject Lot.

Validity : 60days

This Catalogue Volume-I contains Uncleared Cargo for disposal

1. The Bidders desirous to participate in the e-auction shall deposit **PRE-BID – EMD(BID SECURITY) of Rs.1,00,000 /- (One Lakh Only)** for the subject Lot (958/99) with ChPA's e-Auctioneer M/s.MSTC Ltd., Chennai through **ON-LINE(RTGS/NEFT)**, prior to start of e-auction so as to become eligible for participation in this subject Lot. Bidders who have deposited **Pre Bid- EMD (Bid Security)** alone will be allowed to participate in the e-auction.
2. After the closure of e-auction, the **Pre-Bid- EMD (Bid Security)** of the highest bidders is to be sent to CHENNAI PORT AUTHORITY by the e-auctioneer(M/s. MSTC Ltd).
3. **Pre Bid- EMD (Bid Security)** of unsuccessful bidders to be directly returned by the e-auctioneer (M/s. MSTC Ltd) to the respective unsuccessful bidders on the next day of closure of e-auction.
4. **Pre Bid- EMD (Bid Security)** of the highest bidder will be adjusted only in final payment of sale value.
5. **Pre Bid- EMD (Bid Security)** of the highest bidder will be forfeited if he fails to pay the sale value.
6. This Auction/Tender is covered under Integrity pact. The Tenderer should submit Integrity Pact agreement(to be executed on Rs. 100/- Non Judicial Stamp Paper with witnesses) for sale value exceeding 50 Lakhs along with the payment of sale value.
7. The subject Lot No.958/99 to be sold on LOT Basis.



Senior Deputy Traffic Manager
For Traffic Manager

B. VIMAL / भा. विमल

SR. DY. TRAFFIC MANAGER / वरि उप यातायात प्रबंधक
CHENNAI PORT AUTHORITY/ चेन्नै पोर्टन प्राधिकरण
CHENNAI - 600 001/ चेन्नै - 600 001

SALES WAREHOUSE OF COMMERCIAL DIVISION

TRAFFIC DEPARTMENT

AUCTION CATALOGUE

Un Claimed cargo

SCHEDULE 'A'

AUCTION DATE: 29-08-2024

AUCTION TIME: 11.00 AM.

LOT NO. 958/99: 15 collis (Part of the second hand blast furnace)

**LOCATION : 2 Packages at SQ II wharf west side and
13 Packages lying opposite of M1 Warehouse**

GST 18%

Income Tax 1%

(LOT BASIS)

Rate Shall be quoted in Lot Basis

Contact Person:

1) Shri. Kumar, Section Superintendent

Mobile No. 9840144654.

2) Shri. Krishnamurthy, Section Supt.,

Mobile No. 9962152077.


**SENIOR DEPUTY TRAFFIC MANAGER
For TRAFFIC DEPARTMENT**

B. VIMAL / भा. विमल

**SR. DY. TRAFFIC MANAGER / वरि उप यातायात प्रबंधक
CHENNAI PORT AUTHORITY/ चेन्नै पत्तन प्राधिकरण
CHENNAI - 600 001/ चेन्नै - 600 001**

SCHEDULE-B

AUCTION SALE OF UNCLEARED CARGO AS PER THE AUCTION LIST (ATTACHED)

Conditions of Auction Sale

1. The ChPA's e-Auctioneer will conduct e-auction through online and the ChPA auction committee shall view the auction through online. The e-auction starts at 11.00 Hours and close at 16.30 Hours on the date of auction. If any bid is received during the last 8 minutes before scheduled closure of auction for any lot, its closing time will get automatically extended by 08 minutes from the time of last bid in order to give equal opportunities to all bidders. Bidding time for a particular lot will be either of the scheduled closing time (or) there will be a period of 8 minutes during which no bid has been received, whichever happens later. When the bidding for all lots in an e-auction closes, e-auction will be deemed as closed. The auctioneer shall declare whether the lots are confirmed / Subject To Approval (STA) / rejected.

ChPA Auction catalogue: Auction catalogue contains Description, location and restrictions if any, for disposal with applicable rate of taxes, levies and other terms and conditions. The auctioneer will make necessary arrangements to float the auction particulars/catalogues in their website which may be downloaded by the on-line bidders to enable them to participate in the auction at their cost.

2. All the lots are offered in **"AS IS WHERE IS CONDITION" Basis.**
3. Lots to be examined by the intending purchasers before bidding and to be taken delivery in entirety with all faults and errors of description.

Inspection of materials – Any of the Bidders or their authorized representatives may inspect the goods offered before quoting and the same can be done during working hours, before auction, as per the inspection schedule specified in the auction catalogue. Temporary passes required for entering the Harbour for inspection of the goods offered can be obtained only through on line on payment basis.

The intending bidders can gain admission to the Harbour on days of inspection to inspect the materials. The bidders may obtain necessary Harbour Entry Permits as follows:

(i) HEP request should be sent well in advance to COMMERCIAL Division by a letter or email address dtmc@chennaiport.gov.in with details i) firms name ii) mobile No. iii) email address iv) purpose with Authority reference of e-auction/delivery order etc., v) HEP for no.of persons/vehicles/drivers.

(ii) On receipt of above details to dtmc@chennaiport.gov.in, Commercial Division will process the request for Harbour Entry Permit. A message with a link and gate pass-ID will be sent to your registered e-mail automatically. By using the link received the requisite documents are to be scanned and uploaded duly entering the date of HEPs required with No. of persons/vehicle/drivers and making necessary payment. After processing the request, approval message will be sent again to firms e-mail address from Traffic Manager (Pass Section)

(iii) Again the link in your e-mail may be utilized for taking printout copy of Harbor Entry permit with QR Code for entering inside Harbour premises.

The person on whose name the passes are requested should be identified by the bidders and bidders are only responsible for any misuse of Harbour entry pass by the holder of the pass.

The bidders are advised to quote the rates after inspection of the items at the site keeping in mind that the rates quoted are “**in as is where is**” condition.

4. The intending purchasers can bid their rates per lot and the materials will be delivered on **lot basis** only.
5. For the Auctioned materials, the GST, Income Tax are applicable extra.
 1. The rate shall be quoted as per the unit of measurement and exclusive of G.S.T. @ 18% or as applicable. extra.
 2. **(a) Income Tax:-**Income Tax @ 1% will be collected extra at TDS as per section 206C of Income Tax Act.
6. (a) As per the procedure in vogue, the lot which fetches 100% and above the reserve price will be declared as Confirmed lot on conclusion of auction in the

system through online. If the value fetched is in between 80% to 100% of Reserve Price, then it is treated as Subject to Approval Lot. Bidders shall be informed about the disposal of these lots only after getting the approval of the Competent Authority.

(b) The bidders rate should be valid for a period of 60 days from the date of e-auction.

7. PAYMENT TERMS:-

- a) **For confirmed lots** ChpA's appointed e-auctioneer on completion of e-auction shall send sale intimation letter to the successful bidders of the confirmed lots for making payment as per the terms and conditions covered in the ChPA's auction catalogue. If a bid is accepted, the successful bidder hereinafter called as Purchaser shall have to submit:
- (i) The Security Deposit of 25 % of the total sale value through DD (in favour of the Chairman, CHENNAI PORT AUTHORITY, Chennai)/RTGS/NEFT to CHENNAI PORT AUTHORITY Account # 00000010885904367, SBI, CAG BRANCH, Rajaji Salai (IFS Code: SBIN 0009999) within seven (7) calendar days of issue of Sale intimation letter by M/s. MSTC Ltd (excluding the date of issue). In case of Demand Draft, Sale acceptance letter by M/s. MSTC Ltd., shall be issued only subject to realisation.
- (ii) The successful bidder shall have to remit the payment of the balance sale value along with applicable GST, Income Tax, levies if any, and 5% Clearance Security Deposit on the total sale value within fifteen (15) calendar days from the date of issue of Sale acceptance letter by M/s.MSTC Ltd, thereafter delayed payment clause is applicable.

(b) for Subject to Approval Lots:

On approval of STA Lots, Security Deposit 25% of Sale Value should be remitted with in Seven (7) Calendar Days of issue of Sale Intimation Letter (Excluding the date of Issue) by e-auctioneer of M/s. MSTC Ltd., the balance sale value along with applicable GST, Income Tax, 5% Clearance Security Deposit on the sale value and other levies if any, with in 15 (Fifteen) Calendar days from the date of issue of Sale acceptance letter by M/s. MSTC Ltd. thereafter delayed payment clause is applicable.

The Payment confirmation receipt shall be obtained from the ChPA Finance Department for confirmed/STA lots by the bidder and the same shall be produced to Traffic Department for getting delivery order failing which the entire amount (Pre bid EMD & Security Deposit) paid will be forfeited and ChPA will resale the lot either privately or by public auction at the defaulter's risk and responsibility and liable to compensate the loss due to re-sale.

- 8) **Conducting e-auction:** Auctioneer will conduct auction through online and ChPA Auction Committee shall view the auction through online. E-auction starts at 11.00 hrs. and closes at 16.30 hrs. on the date of auction. If any bid is received during the last eight minutes before the scheduled closure of auction in any lot, its closing time will automatically get extended by eight minutes from the time of last bid, in order to give equal opportunity to all bidders. Bidding time for a particular lot will be either of the schedule closing time or there will be a period of eight minutes during which no bid has been received, whichever happens later. When the bidding for all lots in an e-auction closes, the e-auction will be deemed as closed. The auctioneer shall declare whether the lots are confirmed / STA / rejected.
- 9) **DELIVERY ORDER:** ChPA's Traffic Department will issue delivery order on production of receipt obtained from the ChPA's Finance Department for payment of 100% sale value along with applicable Goods & Services Tax (GST), Income Tax (IT) and 5% Clearance Security Deposit(CSD) on total sale value received from the successful bidder.
- 10) **Delivery Instruction:** On issue of delivery order, necessary delivery instructions will be issued by Traffic Department to the concerned office.
- 11) **All Risks to the Buyer.** The items shall remain, in every aspect, at the risk of the buyer from the time of acceptance of his offer. The seller will not undertake any liability whatsoever for the safe custody, protection or preservation after the sale has been confirmed. Lots are put up for sale subject to change by nature's wear and tear. No complaint regarding the quality or description of the materials sold will be entertained once the bid has been accepted.

If the bidder withdraws his offer or fails to deposit the amount of the sale offered Bid Security (Earnest Money Deposit) will be forfeited and his offer will be cancelled besides recording his unsatisfactory performances or action will be taken as deemed fit.

In the event of delivery being found impossible in whole or in part after the payment has been received, a refund of the non-delivered goods will be made to the bidder with an undertaking from the bidder not to claim for further compensation from the ChPA.

- 12) Delayed Payment of balance sale value:** (confirmed / STA Lots) Interest @1% per week or part thereof up to the maximum period of 2 weeks will be collected for the delayed period from the next date of free period. The interest will be collected directly by the ChPA. Otherwise the firm will not have any claim over the materials and the ChPA reserves the right to re-sale the materials by conducting re-auction. This delayed payment of balance sale value (confirmed / STA Lots) clause is not applicable for payment of Security Deposit. (25% for confirmed/STA lot respectively)
- 13) Clearance Security Deposit** – ChPA will collect 5% of the basic sale value towards clearance security deposit from the bidders along with sale value with applicable taxes. The same will be refunded through ECS to the respective bidders after the completion of delivery of materials by the ChPA. If the left out materials / debris / rubbish arised out of lifting the auction material has not been cleared by the successful bidder to the satisfaction of ChPA officials, the total 5% clearance security deposit paid will be forfeited by the ChPA.
- 14) DELIVERY PERIOD:** Free delivery period is 30 days from the date of issue of delivery order for confirmed lots/STA lots. After completion of free delivery period, the ground rent is applicable as covered in the ground rent clause.
- 15) Cutting permission** will be granted to bidders for the goods sold on lot basis subject to written permission obtained from the Traffic Manager and CHPA Fire Officer where ever applicable. No cutting permission will be granted for the goods sold on Weighment basis lot.
- 16) GROUND RENT FOR EXTENSION OF DELIVERY PERIOD:** The applicable ground rent is 0.5 % on the basic sale value per day up to **four weeks** as maximum time to extend the delivery period from the date of expiry of free period. If the goods are not cleared within the extended maximum time of four weeks,

the goods left over by the bidder whether in whole or part will be taken over by the CHPA and the bidder will have no claim over the materials and sale value including Clearance Security Deposit, GST, which is applicable on both the ground rent and sale value.

- 17)** Bidders who are participating in the e-auction shall contact Traffic Manager, CHENNAI PORT AUTHORITY for any clarifications and the clarification furnished there by will alone be binding and final. The clarification if any given by the ChPA appointed e-auctioneer., shall not be binding on the CHENNAI PORT AUTHORITY in any respect.
- 18)** The Goods are offered in “as is where is” condition basis. The particulars given in Schedule “A” are only to give an idea of the Goods offered and will not alter the “as is where is” nature of the offer.
- 19)** Right to reject all bids: The ChPA reserves the right to accept/reject and cancel any bid, amend the quantity under any lot or withdraw any lot at any stage before or after acceptance of bid/issue of acceptance letter/sale order/delivery order/deposit of full sale value by the bidder, without assigning any reasons thereof and the value of such materials if paid for, shall be refundable. The ChPA shall not be responsible for damage/ loss to bidders on account of such withdrawal at any stage from the sale.
- 20)** Temporary passes and vehicle’s permit required for clearing the goods sold in the tender can be had on payment and the procedure may be followed (the delivery will be effected only on completion of necessary formalities like payment of full sale value including clearance security deposit, income tax, G.S.T etc.,)
- 21)** Mis-description or error in quantity will not invalidate the sale. No sale Can be invalidated by reason of any defects or fault in any of the Materials. Refund will be made to the Purchaser when the quantity delivered is less than that of quantity mentioned in the tender.
- 22)** The goods should be removed from the Harbour premises within the time period prescribed above for confirmed lots from the date of issue of delivery order, whether by dismantling the goods sold or otherwise, he will be allowed to remove the major parts within the Harbour premises by hiring the cranes on their own. Necessary space will be provided for the above prescribed time period from the date of issue of delivery order.

- 23) The Bidder shall use their own tools for the removal of goods sold and shall hold the Board indemnified in respect of any damage or injury caused to any of the employees or any other person and property during the execution of works.
- 24) The delivery of materials covered in Schedule "A" should be carried out from 09.00 Hours to 17.00 Hours with a break of Half an Hour for lunch from 13.00 Hours to 13.30 Hours during Monday to Saturday.
- 25) The purchaser should also clearly note that the goods purchased in auction and taken delivery from the Area under official gate pass should on no account be kept within the harbour premises.
- 26) The purchasers should also clearly note that only such vehicles as are licensed by the Board will be permitted to enter the harbour.
- 27) Delivery beyond the working hours will be effected only at the discretion of the Traffic Manager, subject to payment of overtime charges as per rules in force from time to time.
- 28) In case of any dispute arising out of interpretation of any of the above conditions of sale, the decision of the Traffic Manager, CHENNAI PORT AUTHORITY, will be final and binding on the bidders. The clarification if any given by M/s. MSTC Ltd., shall not be binding on the CHENNAI PORT AUTHORITY in any respect.
- 29) Irrespective of the quantities specified in Schedule 'A', the Traffic manager reserves the right to dispose of only such quantities as may be available and found necessary for disposal at the time of finalizing the E-Auction.
- 30) The Responsibility of the ChPA seizes once the goods are sold.
- 31) The Bidder should ensure that the ChPA's properties are not damaged during the course of removal of the goods, failing which the cost of rectifying the damage will be recovered from the amount deposited in the ChPA as Bid Security (Earnest Money Deposit). He shall observe the Dock Safety Regulations and such other Regulations in force and shall hold the Board indemnified if any violation occurs. He will also be responsible for the discipline of the workers employed by him within the Harbour premises.
- 32) The removal of goods sold shall be made under the supervision of the concerned Traffic Supervisory staff. Area Delivery Clerk who will arrange to issue gate passes for the removal.

- 33)** The Bidder/Contractor shall confirm to and comply with regulations and Bye-laws of the State or Central Government or of the Board and of all other local authorities such as Corporation of Chennai, The Tamil Nadu Electricity Board, the Government Customs and Police Departments, Fire Services, the Provisions contained in the various Labour Acts enacted by the State Legislature and the Central Parliament in force and the Rules made there-under including those under the Minimum Wages Act, the Indian Electricity Act and Rules framed under it, Workmen's Compensation Act, Provident Fund Regulations Act, Employees Provident Fund Act 1961 and the schemes made under the said Act. Health and Sanitary arrangements for Workers etc., and the Contract Labour (Regulations and Abolition) Central Rules 1971 etc., for the Welfare and protection of Workers or for the safety of the Public and other insurance Provisions.
- 34)** It must be clearly understood that the prices quoted in the Bidding are to include everything required to be done by the specification and conditions of sale for proper completion of the work though special mention thereof have been omitted.
- 35)** The Bidder/Contractor is liable for cancellation, if either the Bidder/Contractor himself or any of his employees is found to be a person who has held a Class-I Post under the Board immediately before retirement and has within Two years of such retirement accepted without obtaining the prior permission of the Board or the Chairman as the case may be, an employment as Bidder/Contractor in connection with the execution of Public Works or as an employee or such Bidder/Contractor.
- 36)** The Board shall not be liable for the failure of the Bidder/Contractor in conforming to the provisions of the Acts, Rules, Regulations referred to in the above para and in case of any contravention of the Provisions of the Acts, Rules, Regulations etc., the Bidder shall keep the Board indemnified against any loss and damages in the event of any action being taken for contravention.
- 37)** If any Foreigner is employed by the Bidder/Contractor to work within the Harbour premises, the later shall ensure that such a Foreigner possesses the necessary special permit issued by the Civil Authority in writing and also to comply with the instructions issued therefore from time to time. In the event of any lapse in this regard on the part of such Foreigner the Contractor shall be personally held responsible for the lapse and the Board shall not be liable in any event.

- 38) If any contracts terminated on account of failure of the Bidder / Contractor to comply with the above clause the Board shall be entitled to recover from the contractor such damages as may be determined by the Traffic Manager, with due regard to the inconvenience caused to the ChPA on account of such termination without prejudice to the ChPA's right to proceed against such Bidder /Contractor.
- 39) The Bidder shall be solely responsible for reporting to the Board and Police Departments, Security Force immediately regarding any serious or fatal accidents at any place belonging to the Board including premises leased by the Board, to any of their employees/workmen engaged by him.
- 40) While evaluating Tenders, regard would be paid to the National Defense and Security considerations.
- 41) All disputes are Subject to Chennai Jurisdiction only.



Sr. Deputy Traffic Manager
For TRAFFIC MANAGER

B. VIMAL / भा. विमल
SR. DY. TRAFFIC MANAGER / वरि उप यातायात प्रबंधक
CHENNAI PORT AUTHORITY/ चेन्नै पोर्टन प्राधिकरण
CHENNAI - 600 001/ चेन्नै - 600 001

FORM – X

PROFORMA OF INTEGRITY PACT

The BIDDER shall submit Integrity Pact Agreement

(to be executed on Rs.100/- non-judicial stamp paper with witnesses)

GENERAL

This pre-bid pre-contract Agreement (herein after called the Integrity Pact)

BETWEEN

Chennai Port Authority, represented by Chairman, Chennai Port Authority, Chennai, hereinafter referred to as "THE PRINCIPAL" / "EMPLOYER"

AND

..... represented by
Shri _____ hereinafter referred to as "The BIDDER / CONTRACTOR".

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for (Name of the Contract / Project / Storesequipment / item). 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 the Bidder/s and Contractor/s.

In order to achieve these goals, 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.

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 PRINCIPAL/EMPLOYER 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/CONTRACTORS 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 PRINCIPAL/EMPLOYER 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 PRINCIPAL/EMPLOYER

The PRINCIPAL/EMPLOYER undertakes that no official of the Principal/Employer 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 / CONTRACTOR, 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.

The PRINCIPAL/EMPLOYER will, during the pre-contract stage, treat all BIDDERS / CONTRACTORS alike, and will provide to all BIDDERS / CONTRACTORS the same information and will not provide any such information to any particular BIDDER / CONTRACTOR which could afford an advantage to that particular BIDDER / CONTRACTOR in comparison to other BIDDER / CONTRACTOR and could obtain an advantage in relation to the tender process or the contract execution.

All the officials of the PRINCIPAL/EMPLOYER will report to the Chairman / Chief Vigilance Officer of Chennai Port Authority any attempted or completed breaches of the above commitments as well as any substantial, suspicion of such a breach.

If the PRINCIPAL/EMPLOYER obtains information on the conduct of any of its employees with full and verifiable facts and the same is prima facie found to be correct which is a criminal offence under the Indian Penal Code / Prevention of Corruption Act, or

if there be a substantive suspicion in this regard, the Principal will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions.

Commitments of the BIDDER / CONTRACTOR

The Bidder / Contractor commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the post contract stage.

- i. The Bidder /Contractor will not enter with other Bidder/Contractors 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 cartelization in the bidding process.
- ii. The Bidder/Contractor will not commit any offence under the Indian Penal Code, 1860 / Prevention of Corruption Act, 1988 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.
- iii. The Bidder / Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or any other advantage, commission, fees, brokerage or inducement to any official of the Principal/Employer, 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.
- iv. The Bidder/Contractor further undertakes that it has not given, offered or promised to give directly or indirect any bribe, gift, consideration, reward, favour, any material or immaterial benefit or any other advantage, commission, fees, brokerage or inducement to any official of the Principal/Employer 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 Principal for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Principal.
- v. The Bidder / Contractor of foreign origin shall disclose the name and address of the Agents /representatives in India, if any. Similarly the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - vi. Bidder / Contractors shall disclose the payments to be made by them to agents or any other intermediary, in connection with this bid/contract.
 - vii. The Bidder / Contractor further confirms and declares to the Principal/ Employer that the Bidder / Contractor is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in anyway to recommend to the Principal/ Employer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder / Contractor, 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.
 - viii. The Bidder / Contractor, 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 Principal/Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - ix. The Bidder / Contractor 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.
 - x. The Bidder / Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
 - xi. The Bidder / Contractor shall not use improperly, for purposes of competition or

personal gain, or pass on to others, any information provided by the Principal/Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Contractor also undertakes to exercise due and adequate care lest any such information is divulged.

- xii. The Bidder / Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- xiii. The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- xiv. If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the Principal/Employer, or alternatively, if any relative of an officer of the Principal/Employer has financial interest / stake in the Bidder / Contractor's firm, the same shall be disclosed by the Bidder / Contractor 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.

- xv. The Bidder / Contractor 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 Principal/Employer
- xvi. A person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.
- xvii. In case of a joint venture, all the partners of the joint venture should sign the Integrity pact. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP.

Previous Transgression

The Bidder / Contractor 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 Enterprises in India or any Government Department in India that could justify Bidder / Contractor's exclusion from the tender process.

If the Bidder / Contractor makes incorrect statement on this subject, the Bidder / Contractor can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Sanction for Violations

Any breach of the aforesaid provisions by the Bidder / Contractor or anyone employed by it or acting on its behalf (whether with or without the knowledge of the Bidder / Contractor shall entitle the Principal / Employer 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 / CONTRACTOR, However, the proceedings with the other BIDDER / CONTRACTOR (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 PRINCIPAL/EMPLOYER and the PRINCIPAL/ EMPLOYER 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 / CONTRACTOR.
- (iv) To recover all sums already paid by the PRINCIPAL/EMPLOYER, and in case of an Indian BIDDER / CONTRACTOR with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India , while in case of a BIDDER / CONTRACTOR from a country other than India with

- interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER / CONTRACTOR from the PRINCIPAL/EMPLOYER 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 / CONTRACTOR, in order to recover the payments, already made by the PRINCIPAL/EMPLOYER, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER / CONTRACTOR. The BIDDER / CONTRACTOR shall be liable to pay compensation for any loss or damage to the PRINCIPAL/EMPLOYER resulting from such cancellation/ rescission and the PRINCIPAL/EMPLOYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER / CONTRACTOR.
 - (vii) To debar the BIDDER / CONTRACTOR from participating in future bidding processes of the Principal for a minimum period of five years, which may be further extended at the discretion of the PRINCIPAL/EMPLOYER.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER/CONTRACTOR(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrecoverable Letters of Credit have been received in respect of any contract signed by the PRINCIPAL/EMPLOYER with the BIDDER / CONTRACTOR, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the PRINCIPAL/EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
 - (xi) The Bidder / Contractor 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.

- (xii) If the Bidder / Contractor can prove that he has restored /recouped the damage caused by him and has installed a suitable corruption prevention system, in such a case, it will be discretion of the Principal to revoke the exclusion prematurely.
- (xiii) The PRINCIPAL/EMPLOYER will be entitled to take all or any of the actions mentioned at Para (i) to (x) above of this Pact also on the Commission by the BIDDER / CONTRACTOR or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER / CONTRACTOR), 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.
- (xiv) The decision of the PRINCIPAL / EMPLOYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER / CONTRACTOR shall be final and conclusive on the BIDDER / CONTRACTOR. However, the BIDDER / CONTRACTOR can approach the Independent Monitor (s) appointed for the purposes of this Pact.

Fall Clause

The BIDDER / CONTRACTOR 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 Govt. of India or PSU and if it is found at any stage that similar product / systems or subsystems was supplied by the BIDDER / CONTRACTOR to the Principal at a lower price, then that very price, with due allowance for elapsed tie, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER / CONTRACTOR to the PRINCIPAL / EMPLOYER, if the contract has already been concluded.

Independent Monitors

The Principal/Employer has appointed an Independent External Monitor (hereinafter referred to as Monitor)

- 1) Shri. Vishnu Dev Misra IPS (Retd.),
B-702, Amogh, Vasundhara C.H.S.,
Above Croma, J.V.P.D Scheme,
Juhu, Mumbai – 400 049
e-mail: vdmips@gmail.com Mobile : 91 – 96647 37878
- 2) Shri. Ranjan kumar Ghose, IA &AS (Retd.),
DX-145 Kendriya Vihar,
Sectorr-56
Gurugram – 122 011
e-mail: ranjankghose@gmail.com Mobile : 91 – 98101 52001

for this pact in consultation with the Central Vigilance Commission.

- (a) 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.
- (b) The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- (c) Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- (d) 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 Principal and the Chief Vigilance Officer of Chennai Port Authority.
- (e) The BIDDER / 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 BIDDER / CONTRACTOR. The BIDDER / 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

shall be under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor(s) with confidentiality.

- (f) The Principal / Employer 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.
- (g) The Monitor will submit a written report to the designated Authority of Principal / Employer / Chief Vigilance Officer of Chennai Port Authority ChPA within 8 to 10 weeks from the date of reference or intimation to him by the Principal / Employer / Bidder / Contractor and should the occasion arise, submit proposals for correcting problematic situation.
- (h) 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 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.
- (i) If the Monitor has reported to the Principal substantiated suspicion of an offence under the Indian Penal Code, 1860 / Prevention of Corruption Act, 1988 and the Principal / Employer has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (j) The word 'Monitor' would include both singular and plural.

Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the PRINCIPAL / EMPLOYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER / CONTRACTOR and the

BIDDER / CONTRACTOR shall provide necessary information and documents in English and shall extend all possible help for the Purpose of such examination.

Other Provisions

Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

Law and Place of Jurisdiction

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

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.

Validity

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 PRINCIPAL and the Bidder / Contractor including warranty period whichever is later. In case Bidder / Contractor is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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 Chennai Port Authority.

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.

Equal treatment of all Bidders / Contractors / Sub-Contractors

- a) The Bidder / Contractor undertake to demand from all sub- contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- b) The Principal will enter into agreements with identical conditions as this one with all Bidders / Contractors and Sub-Contractors.
- c) The Principal will disqualify from the tender process all Bidder / Contractors who do not sign this pact or violate its provisions.

The parties hereby sign this Integrity Pact at on--.

The Principal represented
by the Chairman, Chennai Port Authority

BIDDER / CONTRACTOR

Name of the Officer

Name

Designation

Designation

Witness 1

Witness 1

Name & address

Name & address

Witness 2

Witness 2

Name & address

Name & address

Place:

Date:

Lot No.958/99 :15 collis. (PART OF SECOND HAND BLAST FURNACE PLANT.)

