



गेल (इंडिया) लिमिटेड

(भारत सरकार का उपक्रम – महारत्न कंपनी)

GAIL (India) Limited

(A Government of India Undertaking - A Maharatna Company)

गैस प्रोसेसिंग यूनिट, गंधार
ग्राम : रोजाटंकासीया, तालुका : आमोद
जिला : भरुच-392140(गुजरात)
(आई.एस.ओ. 9001,14001 एवं 18001 प्रमाणित ईकाई)
Gas Processing Unit, Gandhar
Vill. Rozatankaria, Tal. Amod,
Distt. Bharuch-392140 (Gujarat)
(An ISO 9001, 14001 And 18001 certified Unit)
फोन/PHONE : 02641-231001 to 30

LETTER OF ACCEPTANCE

To NARENDRA SINGHRAWAT SECURITY AGENCY
SHOP NO 10B ARIHANT PLAZA OPP
GANESHDWAR BUNGALOW NR OZONE
RESI NEW RANIP AHMEDABAD
AHMEDABAD-380013
Gujarat ,India
Tele No : 8630626819

LOA No. : GAIL/GA/W2K2215/5300037540/C&P/SEC/26
Dated : 21.09.2022

RFQ No. & Date : 3300094728 Dt. 10.08.2022
Your offer/Qtn.No.: 454574
Qtn. Dt. : 12.08.2022
E Tender No.: NIL
Vendor Type : OTHERS (Non-MSE)
Vendor GSTN No : 24AJTPR5475L1ZA

Kind Attn : Narendra Rawat, Proprietor

Name of Work : Providing of security care taking and loss prevention services for GAIL township at Bharuch

Dear Sir/Madam

With reference to your Offer against our RFQ and all subsequent correspondences (if any) till date and in continuation of our Fax/Letter of Intent (if any) we are pleased to award the subject works highlighting the following salient features:

Scope of Work : Providing of Security Care taking and Loss Prevention Service for GAIL

Contract Value : The estimated contract value including all taxes and duties under this contract works out to

Price Basis:
ITEM 1 PROVIDING OF SECURITY CARE INR 15,233,009.71
TAKING AND LO

The total estimated contract value is INR 1,52,33,009.33 (Indian Rupees One crore Fifty-Two Lacs Thirty-Three Thousand Nine & Thirty-Three paisa only), inclusive Service charges at @10%, provision of payment Statutory Payments towards Basic + VDA, EPF, ESI, HRA, ESI on HRA, insurance (PMSBY, PMJJBY), leave wages, Bonus, Uniform allowance, Uniform Washing allowance, over time & wage escalation etc. GST is included in total order value [Present rate of GST @18% (CGST@9% + SGST@9%)].

GST shall be payable at actual against documentary evidence at the time of execution of the contract as per provisions of tender document.

The actual contract value shall be subject to variation depending upon the actual quantities of work executed, measured and accepted for payment.

The contract rates shall remain firm and fixed till completion of contract and no adjustment/escalation in prices

पंजीकृत कार्यालय :
गेल भवन, 16 भीकाएजी कामा प्लेस
नई दिल्ली-110066, इंडिया

REGD. OFFICE:
GAIL BHAWAN, 16 BHIKAJI CAMA PLACE
NEW DELHI 110066, INDIA

Page 1 of 1
GAIL (India) Limited
Gandhar, Guj.
L40200DL198460108976
www.gailonline.com

Vendor Code: 108032047
NARENDRA SINGHRAWAT
SECURITY AGENCY

LOA No. : GAIL/GA/W2K2215/5300037540/C&P/SEC/26
LOA Date : 21.09.2022

on any account shall be permissible.

The total estimated contract value mentioned above is subject to Price Reduction Schedule.

M/s Narendra Singh Rawat Security Agency, Ahmedabad (VC-108032047) has quoted service charge as "Ten" percentage (10%) for 24 months.

Schedule of Rates:

Scope of Work (SOW), Schedule of Rates (SOR) and Special Conditions of Contract of tender document shall read with the description in Schedule of Rates (SOR) of this Letter of Acceptance(LOA).

Abnormally High Rated Items :

None

Duration of Contract/Completion Schedule :

As per Clause No. 3 of Special Condition of Contract at Section # VI (B) of tender documents,

GAIL hereby engages Service Provider to provide the Services at the Locations and for the Period of 24 months from the date of commencement / deployment w.e.f 15.10.2022.

Performance Bank Guarantee:

As per clause No. 18 of Special Condition of Contract (SCC),

The successful contractor will be required to deposit security deposit / Contract Performance Guarantee within 30 days from the date of FOI, as per DPE/MOD /DGR guidelines @ 10% of one month wage bill considering prevailing wages at the time of award of contract on total number of guards to be deployed as per tender. Such deduction will be affected in the first bill itself, which will be released after 3 months from the completion of work in all respect. The CPG will be encashed in case the contractor fails to fulfill the contractual obligations as stated in GCC. Moreover if the contractor fails to deploy the required manpower within the mobilization period / fails to discharge the contractual obligations/ shows inability / backs out from the contract/ defaults in statutory payments / obligations/ defaults in making payment of wages to the guards the Security Deposit will be forfeited.

Contract Agreement:

Contractor shall furnish contract agreement on Non-judicial stamp paper of INR 300 /- of Gujarat state as per prescribed format before commencement of the awarded job.

Payment Terms:

As per Clause No. 34 of Special Condition of Contract at section # V of tender documents.

The contractor shall submit monthly bill for security guards supported by all relevant documents as per Labour Acts to Security In-charge during the first week of following months. The payment of the same may be released within 15 days after receipt and verification of the same

Paying Authority:

HOD (F&A),
GAIL(india) Limited,
Gas Processing Unit-Gandhar.
Village - Rozatankari, Taluka : Amod,
District - Bharuch - 392140.
Tel : 02641-231009.

GAIL Bank Account Details
State Bank of India (SBI),
G.N.F.C Complex Branch,



Vendor Code: 108032047
NARENDRA SINGHRAWAT
SECURITY AGENCY

LOA No. : GAIL/GA/W2K2215/5300037540/C&P/SEC/26
LOA Date : 21.09.2022

Chawaj, Dist. Bharuch. Branch code- 7449,
Account No - 32776829313,
IFSC/RTGS - SBIN0007449.

PAN Particulars:

GAIL (India) Ltd PAN No. AAACG1209J

"As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods / services/works/consultancy services exceeding Rs. 2 Lacs per transaction.

Accordingly, supplier/ contractor/ service provider/ consultant should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case supplier/ contractor/ service provider/ consultant do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction. Payment of supplier/ contractor / service provider/ consultant shall be processed only after fulfilment of above requirement".

GSTN Details :

Please note that our state/plant wise GSTN details as below for invoicing and other purpose.

LPG Unit - Gandhar (6040) 24AAACG1209J3Z0

Your Bank Details : Please note that your bank account details against the above vendor code have not been updated in our system. You are requested to forward the bank details in the prescribed format so that same can be updated in our system to ensure timely payment.

Price Reduction Schedule:

As per tender document,

Defect Liability Period:

As per Clause No. 35 of Special Condition of Contract at Section # V of tender documents,

Three (03) months from date of completion of contract.

Contract Document:

The following shall constitute the contract document.

1. Tender Document No. GAIL/GDR/LPG/C&P/SEC/W2K2215 dated 10.08.2022(GEPNIC tender ID NO. 2022_GAIL_125266_1).
2. Your bid No. Nil (E-Bid No. 454574), dated 12.08.2022.
3. Fax of Acceptance (FOA) NO. GAIL/GDR/LPG/C&P/SEC/W2K2215/26, dated 17.09.2022.
4. This Letter of Acceptance (LOA).
5. Corrigendum No.1 Dated 10.08.2022 (GCC-Services)
6. Integrity Pact.
7. Agreement on non-judicial stamp paper

FOI Reference/Regularization:

FOA No. GAIL/GDR/LPG/C&P/SEC/W2K2215/26, dated 17.09.2022.

Engineer-In-Charge:

Engineer-in-Charge (EIC)

Mr. Rakesh Kumar, Sr. Officer (Security), GAIL Gandhar

E-mail id: rakesh.kumar1@gail.co.in

Cell No.: 09555664063



Vendor Code: 108032047
NARENDRA SINGHRAWAT
SECURITY AGENCY

LOA No. : GAIL/GA/W2K2215/5300037540/C&P/SEC/26
LOA Date : 21.09.2022

Please contact EIC for further instructions regarding execution of this contract.

Other Contractual Stipulations:

1. This Letter of Acceptance (LOA) issued based on your offer No. Nil (E-Bid No. 454574) dated 12.08.2022, subsequent correspondence against Tender No. GAIL/GDR/LPG/C&P/SEC/W2K2215 dated 10.08.2022 (Tender ID No. 2022_GAIL_125266_1) including Corrigendum No. 1, dated 10.08.2022 and FOA No. GAIL/GDR/LPG/C&P/SEC/W2K2215/26, dated 17.09.2022 for Providing of security care taking and loss prevention services for GAIL township at Bharuch.
2. Location of Site: The entire services is to be carried out at GAIL township at Bharuch
3. Compliance to labour laws and other statutory regulations: Contractor shall complying with all applicable Labour Laws and other Statutory Regulation and contractor shall keep GAIL indemnified in this regard as per provisions of tender document.
4. All the other terms & conditions and scope of work shall be as per Tender No. Tender No. GAIL/GDR/LPG/C&P/SEC/W2K2215 dated 10.08.2022 (Tender ID No. 2022_GAIL_125266_1).
5. Statutory payments shall be released as per provisions of tender document.

Acknowledgement of Order:

Contractor shall submit a copy of this Letter of Acceptance (LOA) duly signed & stamped on each page within 3 days as an acknowledgement of its receipt:

To,
Ch. Manager (C&P),
GAIL (India) Limited,
Gas Processing Unit, Gandhar,
Village-Rozatankaria,
Taluka-Amod,
Dist-Bharuch-392140 (Gujarat)

General Conditions of Contract:

General Condition of Contract (GCC) - Service shall be applicable as per Section-IV of the tender document.

Special Conditions of Contract:

Special Condition of Contract (SCC) shall be applicable as per Section-V of the tender document.

Post Order Correspondence:

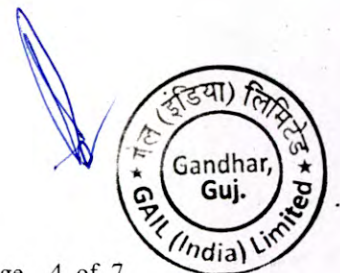
All post correspondence shall be address to:

(1) For GAIL (India) Limited,
Gas Processing Unit, Gandhar
Village: Rozatankaria, Taluka: Amod,
Dist: Bharuch-392140 (Gujarat).

Sh. Rakesh Kumar, Sr. Officer (Security),
Telephone - 231025 Extension-871480.
Mobile No. 09555664063.
Fax:011-26185941 extn. 16858#
E-Mail: rakesh.kumar1@gail.co.in.

(2) For NARENDRA SINGH RAWAT SECURITY AGENCY, (VC-108032047),

Shop No. 10B, Arihant Plaza,
Opposite Ganeshdwar Bunglow,



Vendor Code: 108032047
NARENDRA SINGHRAWAT
SECURITY AGENCY

LOA No. : GAIL/GA/W2K2215/5300037540/C&P/SEC/26
LOA Date : 21.09.2022

Near Ozone Residency, New Ranip, Ahmedabad - 382470.

Mr. Narendra Singh Rawat, Proprietor
Mobile No. 8630626819.
E-mail: narendra.rawat.rawat@gmail.com



Vendor Code: 108032047
NARENDRA SINGHRAWAT
SECURITY AGENCY

LOA No. : GAIL/GA/W2K2215/5300037540/C&P/SEC/26
LOA Date : 21.09.2022

Enclosures :

1. Fax of Acceptance (FOA) NO. GAIL/GDR/LPG/C&P/SEC/W2K2215/26 dated 17.09.2022
2. This Letter of Acceptance (LOA).
3. Tender Document No. GAIL/GDR/LPG/C&P/SEC/W2K2215 Dated 10.08.2022 (GEPNID Tender ID No. 2022_GAIL_125266_1).
4. Corrigendum No. 1 Dated 10.08.2022 (GCC--Services)
5. Integrity Pact.

This order is being issued in triplicate. Two copies of the order duly signed, stamped and dated on each page, may be returned within 3 days from date of receipt of the order to the undersigned..

For & on behalf of
GAIL (India) Ltd.

(Authorized Signatory)

NAME
DESIGNATION



CONTRACTOR'S ACCEPTANCE:

PLACE :

SIGNATURE :

DATE :

NAME :
DESIGNATION :
SEAL :

NOTE: Each page of this order including its annexure should be signed and stamped by the contractor before returning to GAIL (India) Ltd..

Vendor Code: 108032047
NARENDRA SINGHRAWAT
SECURITY AGENCY

LOA No. : GAIL/GA/W2K2215/5300037540/C&P/SEC/26
LOA Date : 21.09.2022

SCHEDULE OF RATES

Item : 1 - PROVIDING OF SECURITY CARE TAKING AND LO
Plant : 6040 - LPG Unit - Gandhar- Gujarat (GJ)

S.No.	Short Description	Qty.	UOM	Rate	Amount	AHR *
10	SECURITY SUPERVISOR T/S	731	EA	1,029.69	752,703.39	
(BASIC, EPF, ESI, Uniform Washing, HRA) ONE SUPERVISOR FOR 731 DAYS						
20	SECURITY GUARD T/S	8,772	EA	810.54	7,110,056.88	
(BASIC, EPF, ESI, Uniform Washing, HRA) TWELVE GUARD FOR 8772 DAYS						
30	PMSBY, PMJBY	10,260	EA	1.00	10,260.00	
(PRADHAN MANTRI SURAKSHA BIMA YOJANA/ PRADHAN MANTRI JEEVAN JYOTI BIMA YOJANA FOR SUPERVISOR AND GUARD)						
40	STATUTORY PAYMENT	3,862,734	EA	1.00	3,862,734.00	
(UNIFORM/ BONUS/ LEAVE WAGE/ WAGE ESCLATION/ OVER TIME)						
50	SERVICER CHARGE @ 10%	1,173,576	EA	1.00	1,173,576.00	
(ON TOTAL LINE ITEM)						

Work Order Item 00001 Basic Item Value : INR 12,909,330.27
(RUPEE TWELVE MILLION NINE HUNDRED NINE THOUSAND THREE HUNDRED THIRTY AND
PAISE TWENTY-SEVEN ONLY)
Item Specific Conditions :
Total Tax = 2,323,679.44
18 % GST (SGST 9 % + CGST 9 %)-Non Cenvatable-(SC)
Total item value including taxes & duties : INR 15,233,009.71

Total estimated contract value excluding all tax and duties : 12,909,330.27
(RUPEES ONE CRORE TWENTY-NINE LAC NINE THOUSAND THREE HUNDRED THIRTY & PAISE
TWENTY-SEVEN ONLY)

Total estimated contract value including all tax and duties : 15,233,009.71
(RUPEES ONE CRORE FIFTY-TWO LAC THIRTY-THREE THOUSAND NINE & PAISE SEVENTY-ONE
ONLY)

*Service items marked YY under AHR column are AHR items. Any service item marked #Y or Y# confirmation is required from authorized dealing officer who shall be final authority regarding AHR declaration. However, service items marked #Y or Y# shall be treated as AHR unless confirmed Non-AHR by dealing officer.



INTEGRITY PACT

(IP signed by GAIL's executive shall be made part of tender document)



F-9 ✓
INTEGRITY PACT

INTRODUCTION:

GAIL as one of its endeavor 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 (GAIL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption. Accordingly, an MOU on Integrity Pact has been signed on 23.07.2007 by GAIL with Transparency International India.

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). In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

----- ANNEXURE-1

Bidder is required to sign the Integrity Pact with GAIL 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 GAIL.
- b) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.
- c) The counterparty will not pass GAIL's confidential information to any third party unless specifically authorized by GAIL 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 GAIL associate.
- f) The Counterparty shall not make any false or misleading allegations against GAIL or its associates.



N. S. P. 2022
PROPRIETOR
PROPRIETOR



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, GAIL shall be entitled to terminate the Contract. Further, GAIL 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) has been appointed by GAIL, in terms of Integrity Pact (IP) which forms part of GAIL Tenders / Contracts.

- i) Dr. Meeran Chadha Borwankar (email id : mcborwankar@gmail.com)
- ii) Shri Ajit Mohan Sharan (email id : ams057@gmail.com)
- iii) Shri Sanjeev Behari (email id : saloni_behari@yahoo.co.in)

This panel is authorised to examine / consider all references made to it under this tender/ contract. The bidder(s) , in case of any dispute(s) / complaint(s) pertaining to this tender may raise the issue either with the designated tender/contract issuing officer or Nodal Officer (presently Shailendra Chaurasia, DGM (C&P)- Email skchaurasia@gail.co.in) in GAIL or directly with the IEMs on the panel or IEM c/o Chief Vigilance Officer, GAIL (India) Limited, GAIL Bhawan, 16, Bhikaiji Cama Place, R.K. Puram, New Delhi – 110066.



N. S. Raut
 N. S. Raut
 CHIEF VIGILANCE OFFICER
 GAIL (INDIA) LIMITED



INTEGRITY PACT
(To be executed on plain paper)

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

AND

Narendra Singh Rawat Security Agency (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").

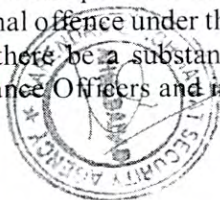
PREAMBLE

The Principal intends to award under laid down organizational procedures, contract/s for **PROVIDING OF SECURITY CARE TAKING AND LOSS PREVENTION SERVICE FOR GAIL TOWNSHIP AT BHARUCH**. 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.



N. S. Rawat
NARENDRA SINGH RAWAT SECURITY AGENCY
PROPRIETOR

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.



N. S. Rawat
 FOR N. S. RAWAT SECURITY AGENCY
 PROPRIETOR

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 IP by the sub-contractor. It is to be ensured by him that all sub-contractors also sign the IP.
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.



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N. S. Bhatnagar
NATIONAL SECURITY AGENCY
INDIA

7. If the Monitor has reported to the C&MD, GAIL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the C&MD, GAIL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, then only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Central Vigilance Commission.
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.
10. After award of contract, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them. As an illustrative example, if a contractor who has been awarded the contract, during the execution of contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs.

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 C&MD, GAIL.



N. S. Bhatnagar
 PROPRIETOR
 THE KATKAL SURCHALAWAT SECURITY AGENCY

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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 documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed. It will be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/she reports to the C&MD, GAIL.
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 C&MD, GAIL within 30 days from the date of reference or information to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.



N. S. Rawat
FOR NORTHERN INDIA RAWAT SECURITY AGENCY
PROPRIETOR

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 Joint Venture or 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)

(Office Seal)



Place Ahamadabad

Date 06 Sep 2022

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

(For & on Behalf of Bidder/Contractor)

(Office Seal)

Shri Balwant Singh

62 Ansals Green Valley Jakhan Dehradun

Mrs Ramesh Rawat

62 Ansals Green valley Jakhan Dehradun