

REVISED THRESHOLD VALUE FOR ADOPTION OF INTEGRITY PACT FOR PROCUREMENT OF “WORKS” AND “GOODS & SERVICES” CONTRACT.

THDC India Limited (**THDCIL**), Schedule-A PSU under the administrative control of Ministry of Power, GOI, in its endeavor to promote transparency in its procurements has adopted Integrity Pact (**IP**) in the year 2008. THDCIL has adopted IP in all its major procurements for “Works”, “Goods & Services” Contract .

Integrity Pact for procurement of “Works” and “Goods & Services” Contract as per the revised Format (“Form-1A” with provision of review by IEMs, and “Form-1B” without provision of review by IEMs) may be adopted in all major contracts (except the contracts Financed through World Bank) with estimated threshold values as under-

1.	For “Works” Contract	Rs. 100.0 Crore & above	With provision of review by IEMs
2.	For “Goods & Services” Contract	Rs. 2.0 Crore & above	
3.	For “Works” Contract	Rs. 10.0 Crores & above and less than 100.0 Crores	Without provision of review by IEMs
4.	For “Goods & Services” Contract	Rs. 50.0 Lakhs & above and less than Rs. 2.0 Crores	

Name & Email of IEMs for THDCIL Nominated by CVC

1. Dr. Prasenjit Mukherjee, IA&AS (Retd.), Email: prasenjitm@hotmail.com
2. Dr. Ashok Kumar Verma, IPS (Retd.), Email: vermaashokk@gmail.com

Form – 1A

(With Monitoring by IEMs)

INTEGRITY PACT

(For Contracts with estimated value of Rs. 100.0 Crores & above for “Works” and Rs. 2.0 Crores & above for “Goods & Services”)

Between

THDC India Limited, a Company registered under the Company’s Act 1956 and having its registered office at Bhagirathi Bhawan (Top Terrace), Bhagirathipuram, TehriGarhwal, Tehri-249001, hereinafter referred as “**THDCIL**”

and

..... hereinafter referred to collectively as
“**The Bidder/ Contractors**”

And

----- hereinafter referred as JV Partner/ Consortium members (If applicable)

Preamble

THDCIL intends to invite the bids from the eligible bidders and to enter into Contract for _____ with the successful bidder, under the laid down organizational system and procedures. The THDCIL values full compliance with all relevant laws of the land, rules, regulations, 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, THDCIL has appointed a panel of 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 THDCIL:

- (1) THDCIL commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of THDCIL, 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 third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. THDCIL will, during the tender process treat all Bidder(s) with equity and reason. THDCIL 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.
 - c. THDCIL will exclude from the process all known prejudiced persons.
- (2) If THDCIL obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, THDCIL will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- (1) The Bidder(s) / Contractor(s) 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 contract execution.
- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of THDCIL'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.
 - b. 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 actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. 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 THDCIL as part of the business relationship, regarding

plans, technical proposals and business details, including information contained or transmitted electronically.

- d. 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 details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is annexed and marked as **Annex-A**.
 - e. The Bidder(s)/ Contractor(s) 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(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 - (3) The Bidder (s)/Contractor (s) signing Integrity Pact Shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

Section 3 – Disqualification from tender process and exclusion from future Contracts:

- (1) 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 his reliability or credibility in question, THDCIL is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process and/or declare the bidder(s)/contractor(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.
- (2) Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section-9 – Pact Duration** whichever is later. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealing, as per the existing provisions of GFR, 2017 PC Act, 1988 and other Financial Rules/Guidelines etc. as may be applicable to the organization concerned.

Section 4 – Compensation for Damages:

- (1) If THDCIL has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, THDCIL is entitled to demand and recover the damages equivalent to Bid Security.
- (2) If THDCIL has disqualified the contract according to Section 3, or if THDCIL is entitled to terminate the contract according to section 3, THDCIL shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5- Previous transgression:

- (1) The Bidder declares that **no previous transgressions** occurred in the **last 3 years** with any other Company in any country conforming to the anti corruption 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 action can be taken as per section-3.

Section 6 – Equal treatment of all Bidders / Contractors/ Subcontractors:

- (1) The Bidder(s)/Contractors undertake(s) along-with its all JV partners and Pre-disclosed subcontractors confirms their commitment in conformity with this Integrity Pact, and jointly sign this Integrity Pact.-
- (2) In case of sub-contracting, the Principal Contractor also undertakes the responsibility of the adoption of IP by its sub-contractors.
- (3) THDCIL will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7– Criminal charges against violating Bidder(s)/Contractor(s)/ Subcontractor(s):

If THDCIL 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 THDCIL has substantive suspicion in this regard, THDCIL will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor/ Monitors:

- (1) THDCIL appoints a panel of competent and credible Independent External Monitor with the consent of CVC for monitoring 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 Chairman, THDCIL.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of THDCIL including that provided by the Contractor, pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. 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. 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. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.
- (4) THDCIL 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 THDCIL 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 will so inform the Management of THDCIL and request the Management to discontinue or take corrective action, or to make 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 Chairman, THDC India Ltd, within 8 to 10 weeks from the date of reference or intimation to him by THDCIL 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 "Non-official Part-Time Director on the Board of THDC India Ltd."
- (8) If the Monitor has reported to the Chairman THDC India Ltd, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman THDC India Ltd, has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the

- (9) Monitor may also transmit this information directly to the Central Vigilance Officer in THDCIL or to CVC.
- (10) 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 contract, and for all other unsuccessful 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 Chairman of THDCIL.

Section 10 – Other Provisions:

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of THDCIL i.e. Rishikesh.
- (2) In the event of any dispute between the THDCIL and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the THDCIL may adopt any mediation rules for this purpose.

In case, the dispute remains unresolved even after mediation by the panel of IEMs, the THDCIL shall take further action as per the terms & conditions of the contract.

The fees/expenses on dispute resolution shall be equally shared by both the parties.

The fees payable to IEMs for such meetings shall be same as regular fee payable to IEMs by THDCIL for other periodic review meetings with a ceiling of Rs. 3.0 Lakhs in a Financial Year.

- (3) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (4) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(5) 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 & On behalf of THDCIL) _____ (For & On behalf of Bidder/ Contractors) _____

(Office Seal)
Place:
Date:

(Office Seal)
.....

Witness 1:

(Name & Address) _____

(Office Seal)

(Office Seal)

Witness 2:

**GUIDELINES FOR INDIAN AGENTS OF
FOREIGN “SUPPLIERS/CONTRACT AGENCIES”**

- 1.0 The Indian Agents of foreign suppliers/contract Agencies in respect of all Global (Open) Tenders and Limited Tenders shall submit their details/credentials to THDCIL.
- 1.1 Agent needs to submit before the placement of order by THDCIL, on Original certificate issued by his foreign supplier / contract Agency (or an authenticated Photostat copy of the above certificate duly attested by a Notary Public) confirming the agency agreement and giving the status being enjoyed by the agent alongwith the details of the commission/ remuneration / salary/retainer being paid by them to the agent(s).
- 1.2 Wherever the Indian representative has communicated on behalf of their foreign supplier/ contract Agency and / or the foreign supplier/ contract Agency have stated that they are not paying any commission to their Indian Agent(s) but paying salary or retainer, a written declaration to this effect given by the foreign supplier/contract Agency should be submitted before finalizing the contract.

**2.0 DISCLOSURE OF PARTICULARS OF AGENT(S) / REPRESENTATIVE(S)
IN INIDA, IF ANY**

**2.1 Bidders of Foreign nationality shall furnish the following details in their quotation/
bid.**

- 2.1.1 The name and address of their agent(s)/representative(s) in India, if any, and the extent of authorization and authority given to them to commit them. In case the agent(s)/ representative(s) is a foreign Company, it shall be confirmed whether it is a really substantial Company and details of the company shall be furnished.
- 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents(s)/representative(s) in India.
- 2.1.3 Confirmation of the Bidder that the commission/ remuneration if any, payable to his agents(s)/representative(s) in India, may be paid by THDCIL in Indian Rupees only.

3.0 DISCLOSURE BY INDIAN AGENT(S) OF PARTICULARS OF THEIR FOREIGN SUPPLIER/CONTRACT AGENCY AND FURNISHING OF REQUISITE INFORMATION

3.1 Bidder of Indian Nationality shall furnish the following details/certificates in /alongwith their offers.

- 3.1.1 The name and address of foreign supplier /contract agency indicating their nationality as well as their status, i.e. manufacturer or agent of manufacturer holding the Letter of Authority.
 - 3.1.2 Specific Authorisation letter by the foreign supplier/contract agency authorizing the agent to make an offer in India in response to tender either directly or through their agent(s)/representative(s).
 - 3.1.3 The amount of commission /remuneration included for bidder in the price(s) quoted.
 - 3.1.4 Confirmation of the foreign supplier/contract agency of the bidder, that the commission/remuneration, if any, reserved for the bidder in the quoted price(s), may be paid by THDCIL in equivalent Indian Rupees.
- 4.0 In either case, in the event for materialization of contract, the terms of payment will provide for payment of the commission /remuneration payable, if any, to the agents(s)/representative(s) in India in Indian Rupees, as per terms of the contract.
- 4.1 Failure to furnish correct information in detail, as called for in para 2.0 and / or 3.0 above will render the bid concerned liable for rejection or in the event of materialization of contract; the same is liable for termination by THDCIL. Besides this, other actions like banning business dealings with THDCIL, payment of a named sum etc., may also follow.

Form – 1B

(Without Involvement of IEM)

INTEGRITY PACT

(For Contracts with estimated value Rs. 10.0 Crores & above and less than Rs. 100.0 Crores for “Works” and Rs. 50.0 Lakhs & above and less than Rs. 2.0 Crores for “Goods & Services”)

Between

THDC India Limited, a Company registered under the Company’s Act 1956 and having its registered office at Bhagirathi Bhawan (Top Terrace), Bhagirathipuram, TehriGarhwal, Tehri-249001, hereinafter referred as “**THDCIL**”

and

..... hereinafter referred to collectively as
“**The Bidder/ Contractors**”

And

----- hereinafter referred as JV Partner/ Consortium members (If applicable)

Preamble

THDCIL intends to invite the bids from the eligible bidders and to enter into Contract for _____ with the successful bidder, under the laid down organizational system and procedures. The THDCIL values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) and / or Contractor (s).

Section 1 – Commitments of THDCIL:

- (1) THDCIL commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of THDCIL, 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 third person, any material or immaterial benefit which the person is not legally entitled to.

- b. THDCIL will, during the tender process treat all Bidder(s) with equity and reason. THDCIL 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.
 - c. THDCIL will exclude from the process all known prejudiced persons.
- (2) If THDCIL obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, THDCIL will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- (1) The Bidder(s) / Contractor(s) 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 contract execution.
- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of THDCIL'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.
 - b. 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 actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. 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 THDCIL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d. 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 details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is annexed and marked as **Annex-A**.
 - e. The Bidder(s)/ Contractor(s) 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(s)/ Contractor(s) 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:

- (1) 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 his reliability or credibility in question, THDCIL is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process and/or declare the bidder(s)/contractor(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.
- (2) Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section-8 – Pact Duration** whichever is later. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealing, as per the existing provisions of GFR, 2017 PC Act, 1988 and other Financial Rules/Guidelines etc. as may be applicable to the organization concerned.

Section 4 – Compensation for Damages:

- (1) If THDCIL has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, THDCIL is entitled to demand and recover the damages equivalent to Bid Security.
- (2) If THDCIL has disqualified the contract according to Section 3, or if THDCIL is entitled to terminate the contract according to section 3, THDCIL shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5- Previous transgression:

- (1) The Bidder declares that **no previous transgressions** occurred in the **last 3 years** with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
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- (1) The Bidder(s)/Contractors undertake(s) along-with its all JV partners and Pre-disclosed subcontractors confirms their commitment in conformity with this Integrity Pact, and jointly sign this Integrity Pact.-
- (2) In case of sub-contracting, the Principal Contractor also undertakes the responsibility of the adoption of IP by its sub-contractors.
- (3) THDCIL will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7– Criminal charges against violating Bidder(s)/Contractor(s)/ Subcontractor(s):

If THDCIL 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 THDCIL has substantive suspicion in this regard, THDCIL will inform the same to the Chief Vigilance Officer.

Section 8 – 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 contract, and for all other unsuccessful 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 Chairman of THDCIL.

Section 9 – Other Provisions:

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of THDCIL i.e. Rishikesh.
- (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 & On behalf of THDCIL) _____ (For & On behalf of Bidder/ Contractors) _____

(Office Seal)
Place:
Date:

(Office Seal)
.....

Witness 1:

(Name & Address)

(Office Seal)

(Office Seal)

Witness 2:

**GUIDELINES FOR INDIAN AGENTS OF
FOREIGN “SUPPLIERS/CONTRACT AGENCIES”**

- 1.0 The Indian Agents of foreign suppliers/contract Agencies in respect of all Global (Open) Tenders and Limited Tenders shall submit their details/credentials to THDCIL.
 - 1.1 Agent needs to submit before the placement of order by THDCIL, on Original certificate issued by his foreign supplier / contract Agency (or an authenticated Photostat copy of the above certificate duly attested by a Notary Public) confirming the agency agreement and giving the status being enjoyed by the agent alongwith the details of the commission/ remuneration / salary/retainer being paid by them to the agent(s).
 - 1.2 Wherever the Indian representative has communicated on behalf of their foreign supplier/ contract Agency and / or the foreign supplier/ contract Agency have stated that they are not paying any commission to their Indian Agent(s) but paying salary or retainer, a written declaration to this effect given by the foreign supplier/contract Agency should be submitted before finalizing the contract.
- 2.0 DISCLOSURE OF PARTICULARS OF AGENT(S) / REPRESENTATIVE(S)
IN INIDA, IF ANY**

***2.1 Bidders of Foreign nationality shall furnish the following details in their quotation/
bid.***

- 2.1.1 The name and address of their agent(s)/representative(s) in India, if any, and the extent of authorization and authority given to them to commit them. In case the agent(s)/ representative(s) is a foreign Company, it shall be confirmed whether it is a really substantial Company and details of the company shall be furnished.
- 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents(s)/representative(s) in India.
- 2.1.3 Confirmation of the Bidder that the commission/ remuneration if any, payable to his agents(s)/representative(s) in India, may be paid by THDCIL in Indian Rupees only.

3.0 DISCLOSURE BY INDIAN AGENT(S) OF PARTICULARS OF THEIR FOREIGN SUPPLIER/CONTRACT AGENCY AND FURNISHING OF REQUISITE INFORMATION

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 - 3.1.2 Specific Authorisation letter by the foreign supplier/contract agency authorizing the agent to make an offer in India in response to tender either directly or through their agent(s)/representative(s).
 - 3.1.3 The amount of commission /remuneration included for bidder in the price(s) quoted.
 - 3.1.4 Confirmation of the foreign supplier/contract agency of the bidder, that the commission/remuneration, if any, reserved for the bidder in the quoted price(s), may be paid by THDCIL in equivalent Indian Rupees.
- 4.0 In either case, in the event for materialization of contract, the terms of payment will provide for payment of the commission /remuneration payable, if any, to the agents(s)/representative(s) in India in Indian Rupees, as per terms of the contract.
- 4.1 Failure to furnish correct information in detail, as called for in para 2.0 and / or 3.0 above will render the bid concerned liable for rejection or in the event of materialization of contract; the same is liable for termination by THDCIL. Besides this, other actions like banning business dealings with THDCIL, payment of a named sum etc., may also follow.
