

**FORMAT FOR PRE-CONTRACT INTEGRITY PACT**

**Ref: Tender Enquiry No 3032/OFAJ/GTE/2026-27/02/EO**

**General**

1. Whereas the Executive Director/Ordnance Factory Units \_\_\_\_\_, represented by \_\_\_\_\_, hereinafter referred to as the Buyer and the first party, proposes to procure (Name of the **Store**/ Equipment), hereinafter referred to as Defence Stores, and M/s \_\_\_\_\_, represented by, **Mr/Mrs \_\_\_\_\_ Chief \_\_\_\_\_ Executive \_\_\_\_\_ Officer/Authorized Signatory** (Designation which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignees), hereinafter referred to as the Bidder/Seller and the second party, is willing to offer/has offered the stores.

2. Whereas the Bidder is a private company/public company/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the Buyer **is a Defence Public Sector Undertaking under Ministry of Defence, A Unit of YANTRA INDIA LIMITED, Government of India Enterprise.**

**Objectives**

3. Now, therefore, the Buyer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

3.1 Enabling the Buyer to obtain the desired defence stores 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

3.2 Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by their officials by following transparent procedures.

**Commitments of the Buyer**

4. The Buyer Commits itself to the following:-

4.1 The Buyer undertakes that no official of the Buyer, 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, 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.

4.2 The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

4.3 All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

5. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Buyer with full and verifiable facts and the same is prima facie found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

#### **Commitments of Bidders**

6. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-

6.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, 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.

6.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer 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 YIL for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the YIL.

6.3 The Bidder 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.

6.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

6.5 The Bidder further confirms and declares to the Buyer that the Bidder is the original manufacturer/integrator/ authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, 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.

6.6 The Bidder, 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 Buyer 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.

6.7 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

6.8 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

6.9 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

## **7. Previous Transgression**

7.1 The Bidder 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 Enterprise in India or any Government Department in India, that could justify bidder's exclusion from the tender process.

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

## **8. Earnest Money/Security Deposit**

8.1 Every bidder, while submitting commercial bid, shall deposit an amount\* as Earnest Money/Security Deposit, with the buyer through any of the following instruments: -

(i) Bank Draft or a Pay Order in favour of the Buyer,

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the **Buyer**, on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Buyer shall be treated as conclusive proof for payment. A model Bank guarantee format is enclosed.

**Note:-** In case of foreign supplies, the vendor may, if required, furnish the Bank Guarantee from a first class International Bank provided the same is confirmed/ verified by the State Bank of India.

(iii) Any other mode or through any other instrument (to be specified in the RFP).

\* At present, the amount of EMD/SD is ₹. 1 crore in cases where the cost as estimated by the Buyer is above ₹. 100 crore and up to ₹. 300 crore and ₹. 3 crore if above ₹. 300 crore.

**Note: - The option of all acceptable instruments needs to be retained. However, the Buyer should consider the validity of the instrument and the need for revalidation while obtaining the same.**

8.2 The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of contractual obligations to complete satisfaction of both the bidder and the buyer, whichever is later. In case there are more than one bidder, the Earnest Money/Security Deposit shall be refunded by the buyer to those bidder(s) **whose bid does not qualify (do not qualify) after the stages of TEC/ TPC, as constituted by the Buyer, immediately after a recommendation is made by the TEC/ TPC on bid(s)** after an evaluation.

8.3 In the case of successful bidder a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

8.4 The provisions regarding Sanctions for Violation in Integrity Pact include forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.

8.5 No interest shall be payable by the Buyer to the Bidder(s) on Earnest Money/Security Deposit for the period of its currency.

## **9. Company Code of Conduct**

9.1 Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

## **10. Sanctions for Violation**

10.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Bhartiya Nyaya Sanhita 2023 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer 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. However, the proceedings with the other Bidder(s) would continue.

(ii) The Earnest Money/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer 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.

(iv) To recover all sums already paid by the Buyer, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate *of State Bank of India (or Base Rate of State Bank of India in the absence of Prime Lending Rate)*, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the Buyer in connection with any other contract for any other defence 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, in order to recover the payments, already made by the Buyer, along with interest.

(vi) To cancel all or any other Contracts with the Bidder.

(vii) To debar the Bidder from entering into any bid from any Defence Public Sector Undertaking of India for a minimum period of five years, which may be further extended at the discretion of the Buyer.

(viii) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.

(ix) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.

The term 'close relative' for this purpose would mean spouse whether residing with the YIL Employee or not, but not include a spouse separated from the YIL Employee by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon YIL Employee, but does not include a child or step child who is no longer in any way dependent upon the YIL Employee or of whose custody the YIL Employee has been deprived of by or under any law; any other person related, whether by blood or marriage, to the YIL Employee or to the YIL Employee's wife or husband and wholly dependent upon YIL Employee.

(x) The Bidder 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 Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

(xi) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder, the same shall not be opened.

10.2 The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the Bidder can approach the monitor(s) appointed for the purposes of this Pact.

## **11. Fall Clause**

11.1 The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department or DPSU of the Government of India and if it is found at any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry/Department or DPSU of the Government of India at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

11.2 The Bidder shall strive to accord the most favoured customer treatment to the Buyer in respect of all matters pertaining to the present case.

## **12. Independent Monitor**

12.1 The Buyer has appointed Independent Monitors for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given)

**Shri Ashok Kumar Saxena, IEM**

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(Retd IFoS)

Bungalow No 38, Sector-8A, Gandhinagar-382008

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(Retd Central Engineering Service-1979 Exam-CPWD) Bungalow No 38, Sector-8A, D-2/1904 Cleo Conty, Sector-121, Noida (UP)-201301

12.2 As soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the DOO (C&S)/ YANTRA INDIA LIMITED, 8th Mile, Ordnance Factory Units Ambajhari Estate, Amravati Road, Nagpur, Maharastra-440021.

### 13. Examination of Books of Accounts

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination

### 14. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer i.e. ***the nearest location from the seat of the Buyer of a High Court or a Bench of High Court.***

### 15. 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.

### 16. Validity

16.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, whichever is later.

16.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

17. The Parties hereby sign this Integrity Pact at..... on dt.....

BUYER

BIDDER

Witness

Witness

1.

1. \_\_\_\_\_

2.

2. \_\_\_\_\_

**FORMAT FOR INTEGRITY PACT BANK GUARANTEE (IPBG)**

*(For submitting EMD as per Pre-Contract Integrity Pact)*

To  
Executive Director

\_\_\_\_\_  
Guarantee No:

Amount of Guarantee:

Guarantee cover up to:

1. Whereas .....(hereinafter called the “Bidder”) has submitted their offer dated..... (hereinafter called the “Bid”) to the President of India acting through the Executive Director, ..... (hereinafter called the “Buyer”) for the supply of *Twin 20 MT Melting cum Holding Furnace along with Metal Delivery System, Online Metal Treatment System and Casting Machine on Turn Key Basis* against Tender Enquiry No. **3032/OFAJ/GTE/2026-27/02/E0** dated 25/04/2026 and

2. Whereas the Buyer has stipulated that a Bank Guarantee is to be furnished by the Bidder as Earnest Money Deposit with the Bid.

3. KNOW ALL MEN by these presents that WE ..... having our registered office at ..... (hereinafter called the “Bank”) are bound unto the Buyer in the sum of Rs .....(in words, Rupees ..... ) for which payment will and truly be made to the said Buyer and the Bank binds itself, its successors and assigns by these presents, sealed with the Common Seal of the said Bank this..... day of .....20.....

4. We undertake to pay the Buyer the above guaranteed amount on demand within 3 (three) working days, without any demur and without seeking any reasons whatsoever, upon receipt of a written request for payment from the Buyer stating the occurrence of one or more of the below mentioned conditions. The demand for payment by the Buyer shall be treated as conclusive proof for payment.

5. The Buyer shall be entitled to demand the guaranteed amount due to occurrence of any one of the following conditions:

(A) If the Bidder or any one employed by him or acting on his behalf violates any of the provisions of the Pre Contract Integrity Pact signed by the Bidder with the Buyer.

(B) If the Bidder withdraws or amends their Bid in any respect during the period of validity of the Bid.

(C) If the Bidder having been notified of the acceptance of his tender/Bid by the Buyer during the period of its validity,

- a) Fails to furnish the Performance Security for the due performance of the contract.
- b) Fails or refuses to accept/execute the contract.

6. This guarantee shall be valid up for a period of five years i.e. \_\_\_\_\_(date).

The validity period of this guarantee shall be extended from time to time by the Bidder as required by the Buyer up to complete conclusion of contractual obligations to complete satisfaction of both the bidder and the buyer or a period of five years, whichever is later.

7. This guarantee will not be revoked during the above period except with the previous consent of the Buyer in writing and the Bank's liability under this guarantee shall not be discharged by any variation in the terms of the commercial offer.

8. No interest shall be payable by the Buyer to the Bidder on the guarantee for the period of its currency.

Place: .....

Date: .....  
.....

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch



**FORMAT FOR BID SECURING DECLARATION**

**(On Non-Judicial Stamp Paper Duly Notarized)**

Tender Enquiry No:

To,

The Executive Director  
Ordnance Factory Ambajhari  
Nagpur – 440 021

I/We. The Undersigned, declare that:

- (A). I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.
- (B). I/We accept that I/We may be disqualified from bidding for any contract with you for a period of 01 year ( or the period mentioned anywhere in Tender Documents – whichever is higher) from the date of notification if I am/We are in a breach of any obligation under the bid conditions, because I/We
  - a). Have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid or
  - b). Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity.
    - i. Fail or reuse to execute the contract, if required, or
    - ii. Fail or refuse to furnish the Performance Security, in accordance with the instruction to Bidders.
- (C). I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of
  - a). The receipt of your notification of the name of the successful Bidder, or
  - b). Thirty days after the expiration of the validity of my/our Bid

Signed : (Insert signature of person whom name and capacity are shown)

In the capacity of : (Insert legal capacity of person signing the Bid Securing Declaration)

Name : (Insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of : Insert complete name of Bidder)

Dated on -----day of----- (insert date of signing)

Corporate Seal (where appropriate)

**APPENDIX – D**

**GUIDING/INDICATIVE DOCUMENT CHECK-LIST**  
**(Bidder to upload the duly & carefully filled check sheet)**

<b>Sl No</b>	<b>Guiding/Indicative Check-List for Documents ( refer relevant TE Clauses)</b>	<b>CONTENTS SHALL BE IN</b>	<b>Compliance (Yes/No)</b>
1	<b>BIDDER INFORMATION &amp; ELIGIBILITY CRITERIA &amp; QUALIFYING CRITERIA DOCUMENTS</b>	<b>COVER 1 (Technical bid) in LABEL 1</b>	
2	Bidder information regarding type of firm .		
3	Bidder information regarding category of supplier/bidder		
4	Other bidder information		
5	<b>Eligibility criteria declarations</b>		
6	Qualifying criteria/Technical -Past Performance/Experience criteria : Copy of Supply Order(s) with complete details and Annexure, towards claim of compliance to Criteria.		
7	Qualifying criteria/Technical -Past Performance/Experience criteria : Copy of respective performance Certificate issued by Customer towards claim of compliance to criteria.		
8	Technical capacity-Exhaustive List of Plant and Machinery including Inspection/ measuring facilities available in tenderer's premises.		
9	Qualifying criteria/Financial -Documents supporting claim of compliance towards bidder's average annual turnover as per financial criteria in CPPP bid.		
10	Financial Capacity : Documents in Support of Net-Worth Criteria as per financial criteria in CPPP bid.		
11	Financial capacity: Copy of last three years annual report indicating profits and losses, duly attested by Chartered Accountant		
12	Legal capacity -Documentary evidence that signature of tenderer on the tender, submitted by him is legally binding upon himself, his firm or company as the case may be, refer relevant clause of TE		
13	Legal capacity -Copies of proprietorship certificate/ Partnership deeds / certificate of incorporation and Articles of Association.( whichever applicable)		
14	Legal capacity -Copies of ownership documents in respect of manufacturing plant.		
15	Legal capacity -General power of attorney in favour of any signatory, other than the owner/head of the firm.		
16	Legal capacity -Consortium agreement , in case of consortium bid		
17	Legal capacity -GST registration certificate .		
18	Other documents in compliance to requirement		

	of Tender Enquiry in various clauses.		
19	<b>EMD /EMD EXEMPTION CLAIM DOCUMENTS</b>	<b>COVER 1 (Technical Bid) in LABEL 2</b>	
20	Integrity pact – as per format		
21	EMD of specified amount.		
22	If EMD Exemption is sought:- Proper Exemption document/Certificate is enclosed, including "BID SECURITY DECLARATION" on a Rs.100 Stamp paper Integrity pact		
23	Other documents in compliance to requirement of Tender Enquiry in various clauses		
24	Technical proposal of the offered plant/mc including technical literature like catalogue, test charts	<b>COVER 1 (Technical Bid) in LABEL 3</b>	
25	Compliance statement of all parts of tender documents (Part I to V). Bidder to Download from portal & upload after compliance statement entered in last Two column of each part, Bidder not to modify the tender documents text.		
26	Bar charts for quoted delivery periods for delivery/E&C/ execution proposed		
27	In case of foreign bidder (as sole or as consortium member )FOB & FOR basis distribution List of all supplies/items in offer ,		
28	<b>UN-PRICED</b> copy of PRICE BID		
29	<b>UN-PRICED</b> copy of Essential and standard accessories.	<b>COVER 1 (Technical Bid) in LABEL 4</b>	
30	<b>UN-PRICED LIST</b> OF Optional MANUFACTURER RECOMMENDED LIST OF SPARES (MRLS)		
31	Other documents in compliance to requirement of Tender Enquiry in various clauses.		
32	Price bid (BoQ) in Excel format	<b>COVER 2 (Finance Bid) in LABEL 1</b>	
33	<b>Break-up Priced list</b> of essential & standard accessories in pdf format.	<b>COVER 2 (Finance Bid) in LABEL 2</b>	
34	<b>Break-up Priced list</b> of Optional MANUFACTURER RECOMMENDED LIST OF SPARES (MRLS) in pdf format (Not Part of Ranking)	<b>COVER 2 (Finance Bid) in LABEL 3</b>	

**Consortium Agreement**

(To be submitted in technical Bid)

(To be executed on Non-Judicial Stamp Paper of appropriate value)

This Consortium Agreement (also called collaboration agreement in tender document) (the "AGREEMENT") made at \_ on this day of \_\_\_\_ 2026

**AMONGST**

{Limited, a company incorporated under the companies Act, 2013} and having its registered office at (herein after referred to as "First Part", which expression shall unless repugnant to the context include its successors and permitted assigns)

**AND**

{Limited, a company incorporated under the companies Act, 2013} and having its registered office at (herein after referred to as "Second Part", which expression shall unless repugnant to the context include its successors and permitted assigns). The above mentioned parties of the FIRST and SECOND PART are collectively referred 'to as the "Parties" and each is individually referred to as a "Party".

**WHEREAS:**

A. Ordnance factory Ambajhari, Yantra India limited (herein after referred as "BUYER"), invites applications by its NIT/Tender Enquiry, OFAJ TENDER ENQUIRY NO ....., for short-listing of bidders For (Mention the full nomenclature of item under Tender Enquiry ....., (hereinafter referred to as the "work")

B. The Parties are interested in jointly bidding for the work as members of a Consortium and in accordance with the terms and conditions of the NIT/ Tender Document/TE, and

C. It is necessary condition under the NIT/TE that the members of the Consortium shall enter into a Consortium agreement and furnish a copy thereof with the bid offer.

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

In this Agreement, the term shall, unless the context otherwise requires, have the meaning ascribed thereto under the bidding document.

**2 Consortium**

a) The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purpose of jointly participating in the Bidding Process for the Project i.e "work".

b) The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other Consortium constituted for this Project; either directly or indirectly or through any of their Constituents.

c) The parties, each having his own expertise and each as a separate legal entity, shall join their efforts to make the consortium the successful bidder for award of contract and if awarded for the execution of the contract i.e “work”.

d) The parties undertake to co-operate with each other according to the principles of good faith and to refrain from acting in any way that may contravene the aims and objectives of this agreement and the awarded work, and to make every reasonable effort in order to prevent or minimize any possible disadvantage for the other party.

e) Each party shall bear its costs, it incurs for the offer preparation, and in case work is awarded to consortium each party shall be fully responsible and liable for complete performance of its respective work according to the contract and this agreement. This includes but not limited to respective liability of a party under the contract and under this agreement and each part's liability for damages for its non-performance, defective, faulty or delayed performance.

(f) Each member of the consortium shall appoint a project manager to represent such member individually and the respective project manager shall be responsible for the execution of the contract or any other agreement with the buyer and the subsequent performance of the work.

### 3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Work, it shall enter into a contract with buyer and for performing all its obligations as the supplier in terms of the Contract for the work.

### 4. Roles of the Parties:

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a. Party of the First Part shall be the OEM (technology holder) member and shall be the Lead member (also called prime/principal bidder in Tender Document) of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process. In case of contract is awarded, the first part being the lead member shall be overall responsible for the execution for the contract.

The role of First Part be.....

.....

- b. Party of the Second Part shall be other consortium member and  
The role of Second Part shall be .....

.....

-----  
(*((( \*\*\*\* this note is for advice for bidder & to be deleted after taking note of \*\*\*\**)

**NOTES:** Distribution of work /responsibility between OEM who is the technology holder member and other members of consortium for the Scope of Supplies specified in the TE, should be clearly brought out under roles & responsibilities of the parties. OEM (technology holder) member shall be the prime/lead bidder and shall have the Design & Process Guarantee responsibility, and shall have to be responsible for design, engineering and supply of main equipment (Imported equipment in case of Foreign OEM) , quality certification for indigenous equipment/equipment supplied by other members, supervision of erection & commissioning and process guarantee of the whole plant., and after sales service/technical support of its P&M . )))

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## **5. Joint and Several responsibility**

Leader of the consortium shall be overall responsible for the execution for the contract. The Parties do hereby undertake to be jointly and severally responsible for execution of the contract, but will be liable for damages in proportion to respective contract price of individual consortium member.

## **6. Applicable law:**

This consortium agreement shall be governed, construed and interpreted in accordance with the law of India and the Courts in Nagpur shall have the exclusive jurisdiction in all matters arising hereunder.

## **7. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that

a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium member is annexed to this Agreement, and will not, to the best of this knowledge

I. require any consent or approval not already obtained;

II. violate any Applicable Law presently in effect and having applicability to it;

III. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

IV. create or impose any liens, mortgages, pledges, claims, security, interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or businesses of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

V. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

VI. there is no litigation pending, or to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement

## **8. Termination**

In case the work is awarded to the Consortium, this Agreement shall be effective from the date hereof and shall continue in full force and effect till the execution of the Completion of the work plus defect liability period (warranty period) as specified under the Contract. However, in case the Consortium does not get selected for award of the work, the Agreement will stand terminated and Bid Security (EMD in form of IPBG) will be returned by buyer to the Bidder. None of the parties will be entitled to terminate their association with consortium till

return of EMD by buyer, or if contract/work is awarded to them till completion of all the contractual obligations, including defect liability period (warranty period) .

**9. Miscellaneous**

The Parties acknowledge and accept that this Agreement shall not be amended or ended by the Parties without the prior written consent of the buyer.

**IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.**

**SIGNED, SEALED AND DELIVERED**

For and on behalf of First part (Lead Member) by:

Signature:

Name & Designation:

Address:

For and on behalf of Second Part by:

Signature:

Name & Designation:

Address:

In Presence of:

1.

2.

**APPENDIX – G**

**FORMAT FOR PERFORMANCE BANK GUARANTEE**

From

Bank: .....

To

Ordnance Factory Units

.....

(A Unit of YANTRA INDIA LIMITED)

Dear Sir,

1. Whereas you (the “PURCHASER”) have entered into a contract No..... dated (hereinafter referred to.....as the “said Contract”) with M/s ..... (hereinafter referred to as the “SELLER”) for supply of goods as defined in the said Contract and whereas the SELLER has undertaken to produce a bank guarantee for .....% of total contract value amounting to (amount of the guarantee in figures and words) to secure its obligations to the PURCHASER in accordance with the said Contract.
2. We.....(the Bank) hereby expressly, irrevocably and unreservedly undertake and guarantee as principal guarantor on behalf of the SELLER that, we will pay you on your demand declaring the SELLER to be in default under the said Contract, without demur or contest, all and any sum up to a maximum of Rupees...only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said Contract.
3. We undertake to effect payment upon receipt of such written demand, notwithstanding any dispute or disputes raised by the SELLER in any suit pending before any Court, Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.
4. We shall not be discharged or released from this undertaking and guarantee by any arrangements or variations made between you and the SELLER, indulgence to the SELLER by you or by any alterations in the obligation of the SELLER or by any forbearance whether as to payment, time, performance or otherwise.
5. In no case shall the amount of this guarantee be increased.



6. This guarantee shall remain in full force and effect until two months beyond the warranty period as specified in the contract i.e. up to (expiry date) [^or until the PURCHASER has signed the Final Acceptance Certificate (FAC) and has received the contractually agreed Warranty Bond as per the said Contract]. In case of delay in fulfillment of obligations by the SELLER, the expiry date shall be extended by us as per intimation from the SELLER.
7. Unless a demand or claim under this guarantee is made to us in writing on or before the aforesaid expiry date or extended expiry date, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.
8. This guarantee shall be continuing guarantee and shall not be discharged by any change in the constitution of the Bank or in the constitution of the SELLER.
9. We lastly undertake not to revoke this guarantee during its currency except with the previous consent of the PURCHASER in writing.

Yours Faithfully,

For\_\_\_\_\_Bank  
(Authorised Signatory)

Seal of the Bank

Place :

Date :

^To be inserted if so agreed to and stipulated in the contract.

Typical Soil strata at OFAJ for General Information only

LOCATION : BH-01

WATER TABLE 6.00 m  
(Below GL) :

DEPTH BELOW GL (m)	ENGINEERING CLASSIFICATION	LEGEND	TYPE OF SAMPLING	STD. PENETRATION TEST				ROCK DRILLING		REMARKS
				NO. OF BLOWS FOR				CORE RECOVERY (%)	RQD (%)	
				FIRST 15 cm (N <sub>1</sub> )	NEXT 15 cm (N <sub>2</sub> )	NEXT 15 cm (N <sub>3</sub> )	'N'- VALUE (N <sub>2</sub> + N <sub>3</sub> )			
From										
0.00	Blackish cohesive silty clay		D S							
1.00			SPT	07	09	12	21			
2.00			D S							
3.00	Yellowish Silty Clay with Gravels		SPT	10	12	16	28			
4.00			SPT	>100			>100			
5.00		Yellowish Fractured Hard Rock		Small Pieces						
			SPT	>100			>100			
6.00	Blackish Fractured Hard Rock		Small Pieces					Nil	Nil	
7.00			Small Pieces					Nil	Nil	
8.00			Small Pieces					Nil	Nil	
9.00										
10.00			Small Pieces					Nil	Nil	

BH Terminated at 10.00 m

LOCATION : BH-04

WATER TABLE 5.50 m  
(Below GL) :

DEPTH BELOW GL (m)	ENGINEERING CLASSIFICATION	LEGEND	TYPE OF SAMPLING	STD. PENETRATION TEST				ROCK DRILLING		REMARKS
				NO. OF BLOWS FOR				CORE RECOVERY (%)	RQD (%)	
				FIRST 15 cm (N <sub>1</sub> )	NEXT 15 cm (N <sub>2</sub> )	NEXT 15 cm (N <sub>3</sub> )	'N'- VALUE (N <sub>1</sub> + N <sub>3</sub> )			
From										
0.00	Blackish cohesive silty clay		D S							
1.00			SPT	08	10	13	23			
2.00			D S							
3.00	Yellowish Silty Clay with Gravels		SPT	11	13	17	30			
4.00			SPT	>100			>100			
	Yellowish Fractured Hard Rock		Small Pieces							
5.00			SPT	>100			>100			
6.00	Blackish Fractured Hard Rock		Small Pieces					Nil	Nil	
7.00			Small Pieces					Nil	Nil	
8.00								Nil	Nil	
9.00			Small Pieces							
			Small Pieces					Nil	Nil	
10.00			Small Pieces							

BH Terminated at 10.00 m

DS = DISTURBED SAMPLE

UDS = UNDISTURBED SAMPLE

1. Chemical Testing  
II. SOIL

**TEST RESULTS**

Soil Samples →		L1 (1.00)	L2 (1.50 m)	L3 (3.0 m)
Properties ↓				
Dry Sieve Analysis	Boulder %	Nil	Nil	Nil
	Cobbles %	Nil	Nil	Nil
	Gravel %	05	08	9
Wet Sieve Analysis	Sand %	21	18	22
	Silt %	39	40	41
	Clay %	35	34	28
Plasticity Characteristics	Liquid Limit Wl (%)	39	36	34
	Plastic Limit Pl (%)	20	19	16
	Plasticity Index Ip (%)	19	17	18
Direct Shear	Bulk Density gms/cc	1.90	1.91	1.92
	Dry Density gms/cc	1.58	1.57	1.56

**Soil Test Results**

Soil Samples →		L1 (1.00)	L2 (1.50 m)	L3 (3.0 m)
Properties ↓				
Dry Sieve Analysis	Boulder %	Nil	Nil	Nil
	Cobbles %	Nil	Nil	Nil
	Gravel %	05	08	9
Wet Sieve Analysis	Sand %	21	18	22
	Silt %	39	40	41
	Clay %	35	34	28
Plasticity Characteristics	Liquid Limit Wl (%)	39	36	34
	Plastic Limit Pl (%)	20	19	16
	Plasticity Index Ip (%)	19	17	18
Direct Shear	Bulk Density gms/cc	1.90	1.91	1.92
	Dry Density gms/cc	1.58	1.57	1.56
	Moisture Percentage %	20	22	23
Shear Strength Parameters	Cohesion Intercept (Kg/cm <sup>2</sup> )	0.27	0.26	0.25
	Angle of Shearing resistance, $\Phi$	12°	16°	18