



दि न्यू इंडिया एश्योरेन्स कंपनी लिमिटेड
THE NEW INDIA ASSURANCE COMPANY LIMITED
दिल्ली क्षेत्रीय कार्यालय -I, आर.जी.सिटी सेंटर, दूसरी मांजिल, एल. एस. सी. ब्लॉक--बी, लॉरेंस रोड, दिल्ली-110035
Delhi Regional Office-I, R.G. City Center, 3rd Floor,LSC, Block-B, Lawrence Road, Delhi-110035

Tender Reference Number: DRO-I/Estate-Estb/e-tender/2024/01

Tender Terms & conditions

Expression of interest / Online offers in the form of PRICE BID are invited from the interested parties for sale of residential flat situated at Rajnigandha Apartment, Raj Bagh, Ghaziabad, UP on '**AS IS WHERE IS BASIS**'.

Details of the flat offered:

| S.No | Flat No. | Floor | Size in Sqm | Type | Reserve Price in Rs. (lacs) | S.No | Flat No. | Floor | Size in Sqm | Type | Reserve Price in Rs. (lacs) |
|------|----------|-----------------|-------------|-------|-----------------------------|------|----------|-----------------|-------------|-------|-----------------------------|
| 1 | A-239 | 2 nd | 78.47 | 2 BHK | 23.20 | 5 | D-212 | 2 nd | 57.13 | 1 BHK | 17.00 |
| 2 | F-206 | 2 nd | 48.01 | 1 BHK | 14.40 | 6 | D-312 | 3 rd | 57.11 | 1 BHK | 16.70 |
| 3 | F-305 | 3 rd | 45.59 | 1 BHK | 13.80 | 7 | D-302 | 3 rd | 56.94 | 1 BHK | 16.50 |
| 4 | F-310 | 3 rd | 43.38 | 1 BHK | 13.40 | 8 | A-319 | 3 rd | 78.48 | 2 BHK | 23.50 |

Interested parties may visit our Company's website <https://newindia.co.in/tender.aspx> and <https://newindia.eproc.in> to download the Terms and conditions of the e-tender and prescribed form of PRICE BID to be submitted online.

Terms & Conditions:

1. Agents/ Brokers should not participate in this tendering process.
2. Tender form fee Rs.5,000/- (Non-refundable) to be deposited in our Company's account by way of NEFT/Demand Draft/Pay Order and scanned copy of such neft/demand draft/pay order is to be uploaded as an attachment to PRICE BID. **Account No. - 00030350012267, Bank – HDFC, IFSC Code – HDFC0000003.**
3. Earnest Money Deposit of Rs. 2,00,000/- for 1BHK and Rs. 3,00,000/- for 2BHK. Refundable to un-successful bidders within 30 days adjustable from the date of opening of tender & adjustable against the final price quoted by the successful bidder. Such amount is to be deposited in our Company's account by way of a NEFT/Demand Draft/Pay Order and scanned copy of such neft/demand draft/pay order is to be uploaded as an attachment to PRICE BID.
4. The interested parties have to quote their purchase price above reserve price in multiples of Rs. 10,000/-.
5. The participants should have sound financial position as the successful bidder should get the property transferred in his name and pay the purchase price within 30 days from opening of the tenders.
6. To upload the tender document/ PRICE BID on our Company's website, the interested party should have DIGITAL SIGNATORY TOKEN in his name & shall get access for the same through OTP on the registered mobile number.
7. The system shall not allow submission of more than ONE tender/ PRICE BID by any participant through the same Digital Signatory Token & Mobile number. However, the participant may submit bid for any or all flats in the tender document.
8. Documentation and legal charges to get the flat transferred in the records of Revenue Authorities are to be borne by the successful bidder.
9. Interested parties may approach our Delhi Regional Office-1, for inspection of the flat during office hours (except Saturday/ Sunday / Public Holidays) from 24th December, 2024 to 20th January, 2025.
10. Facility to submit the tender document/ PRICE BID on our Company's website shall be available from 10.00 a.m. on 24th December, 2024 to 3.30pm on 21st January, 2025.
11. Tenders shall be opened at 04.00 p.m. on 21st January, 2025.

Name of the bidder:

(Signature of the bidder)

Date:

Place:



दि न्यू इंडिया एश्योरेन्स कंपनी लिमिटेड
THE NEW INDIA ASSURANCE COMPANY LIMITED
दिल्ली क्षेत्रीय कार्यालय -I, आर.जी.सिटी सेंटर, दूसरी मांजिल, एल. एस. सी. ब्लॉक--बी, लॉरेंस रोड, दिल्ली-110035
Delhi Regional Office-I, R.G. City Center, 3rd Floor,LSC, Block-B, Lawrence Road, Delhi-110035

Tender Reference Number:

PRICE BID TENDER DOCUMENT

| | | | | | | | | | | |
|---|--|----------------|-------|----------------------------|--------------------|---|----------------------------|------------|-----------|--|
| Name of the participating bidder | | | | | | | | | | |
| Contact numbers | Landline number: Mobile Number: | | | | | | | | | |
| Contact Address | | | | | | | | | | |
| Nature of business of the participant | | | | | | | | | | |
| E-mail Id | | | | | | | | | | |
| PAN No. | | | | | | | | | | |
| Aadhar No. | | | | | | | | | | |
| Particulars of demand drafts deposited in the Company's account & offered price for flat(s) in Rajnigandha Apartment, Raj Bagh, Ghaziabad, UP | Details of DD for cost of Tender Document Demand Draft/Pay Order No. | | | | | Date | Name & Address of the Bank | Amount | | |
| | | | | | | | | Rs. 5000 | | |
| | Flat No. | Area (in Sqm)) | Floor | Reserve Price in Rs.(lacs) | Want to Bid or not | NEFT/RTGS/ Demand Draft/Pay Order No. with Date | Name & Address of the Bank | EMD Amount | Bid Price | |
| | A-239 | 78.47 | 2nd | 23.20 | | | | | | |
| | F-206 | 48.01 | 2nd | 14.40 | | | | | | |
| | F-305 | 45.59 | 3rd | 13.80 | | | | | | |
| | F-310 | 43.38 | 3rd | 13.40 | | | | | | |
| | D-212 | 57.13 | 2nd | 17.00 | | | | | | |
| | D-312 | 57.11 | 3rd | 16.70 | | | | | | |
| | D-302 | 56.94 | 3rd | 16.50 | | | | | | |
| A-319 | 78.48 | 3rd | 23.50 | | | | | | | |

I/We/M/s. _____
hereby declare that we have inspected the said flat and investigated the rights / title, nature, extent, quality etc.
and gone through and have understood the Terms & Conditions of Sale and shall be abided by the same.

Name of the bidder:

Date:

Signature:

Place :

Tender Terms and Conditions

Disclaimer The information as contained in this document or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of The New India Assurance Company Limited (NIA in short) is provided to Applicant(s) on the terms and conditions set out in this document and such other terms and conditions subject to which such information is provided.

This document primarily is not an agreement. The same is neither an offer nor invitation by NIA to the prospective Applicants or any other person. The purpose of this document is to provide interested parties with information that may be useful to them in the formulation of their application for expressing their interest pursuant to submitting their tender. This document may not be appropriate for all persons, and it is not possible for NIA, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this document. The assumptions, assessments, statements and information contained in this document may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this document and obtain independent advice from appropriate sources.

Information provided in this document to the Applicant(s) is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. NIA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

NIA, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-auction document and any assessment, assumption, statement or information contained therein or deemed to form part of this document.

NIA also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this auction document. NIA may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this document.

GENERAL INSTRUCTIONS TO BIDDERS/PROSPECTIVE BIDDERS

The New India Assurance Co. Ltd. (NIA) invites bids for the sale of **Flat Nos. as given below Known as Rajni Ganda Apartment situated at GT Road Sahibabad**, on 'as is where is basis' as per the Terms and Conditions Described in the Document.

Details of the flat offered:

| S.No | Flat No. | Floor | Size in Sqm | Type | S.No | Flat No. | Floor | Size in Sqm | Type |
|------|----------|-----------------|-------------|-------|------|----------|-----------------|-------------|-------|
| 1 | A-239 | 2 nd | 78.47 | 2 BHK | 5 | D-212 | 2 nd | 57.13 | 1 BHK |
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| 3 | F-305 | 3 rd | 45.59 | 1 BHK | 7 | D-302 | 3 rd | 56.94 | 1 BHK |
| 4 | F-310 | 3 rd | 43.38 | 1 BHK | 8 | A-319 | 3 rd | 78.48 | 2 BHK |

It will be presumed that the bidder has visited the site and satisfied himself herself with the prevalent Flat conditions in all respects including status and infrastructural facilities available, etc. before participating in the Auction and submitting the bid.

Interested Parties may visit Company Web Site to download the terms and conditions of e-tender and prescribed bid format to submit the same

1 Format and Signing of Bid: Bidders would provide all the information as per this Document and in the specified formats. NIA reserves the right to reject any Bid that is not in the specified formats.

1.2 Proposal Preparation Cost: The Bidder shall be responsible for all the costs associated with the participation in the bidding process. NIA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding.

1.3. Language and Currency: The Proposal and all related correspondence and documents shall be written in the English language. The currency for the purpose of the Proposal shall be the Indian Rupee (INR).

1.4 Cost of Document: Tender Form Fee of Rs. 5000/- is to be deposited by way of NEFT/Demand Draft/Pay Order and copy of the same to be deposited along with the Bid. **Account No. - 00030350012267, Bank – HDFC, IFSC Code – HDFC0000003.**

1.5. Clarifications: To assist in the process of evaluation of Proposals, NIA may, at its sole discretion, ask any Bidder for clarification on its Proposal. The request for clarification and the response shall be in writing or by facsimile. No change in the substance of the Proposal would be permitted by way of such clarifications.

1.6 Amendment of Document: At any time prior to the Proposal Due Date, NIA may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Document. Any modification thus issued will be informed to all the prospective bidders by notifying on NIA website as Such modification will be binding upon all bidders participating in the bidding process.

1.7 Confidentiality: NIA will treat all information submitted as part of Proposal in confidence and will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require its disclosure.

1.8 NIA's Right to Accept or Reject Proposal: NIA reserves the right to accept or reject any or all of the Proposals/e-bids without assigning any reason whatsoever and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Flat without liability or any obligation for such acceptance, rejection or annulment.

1.9 Disputes: In case of disputes, only Local Courts in Delhi shall have jurisdiction.

AUCTION DETAILS

2.1 Eligibility:

i) Any person, who has attained majority, Proprietary Firm, Partnership Firm, or a company may participate and submit bid for the purchase of Flats on free hold rights basis.

ii) The bidder/auctioneer must be a Citizen of India and he/she should be competent to auction into a contract.

iii) No change in name of the auctioneer will be allowed under any circumstances.

iv) Agents & brokers should not participate in the process.

2.2 Earnest Money Deposit (EMD): To be able to participate in bidding, the prescribed EMD amounting to Rs. 2,00,000/- for 1BHK and Rs. 3,00,000/- for 2BHK flat is to be submitted at the time of submission of Bid.

b) Second stage EMD equal to 20% of the Bid premium and difference of first EMD deposited at second stage by successful bidder within Ten days from the acceptance of their bid by the Competent Authority.

c) If the successful bidder fails to deposit Second stage EMD in above stipulated period then the first stage EMD submitted at the time of Participation would be forfeited.

d) The EMD shall be payable on-line through NEFT/RTGS/E-PAYMENT/Demand Draft/Pay Order.

e) No offer/bid shall be accepted without successful payment of Earnest Money Deposit.

f) The Earnest Money Deposit will be adjusted in the payment against the premium of bid Payable to the NIA by the successful Bidder.

g) The Earnest Money Deposit paid by the bidders, whose offers have not been accepted shall be returned to them without any interest. The same shall be refunded electronically in their Bank account of the unsuccessful bidders generally within 15 days of the completion of auction process.

2.3 Submission of the Bid:

For participation in this process, the intending Bidders are required to submit pay first stage EMD amounting to Rs. 2,00,000/- for 1 BHK and Rs. 3,00,000/- for 2 BHK flat, all payments are required to be made.

2.3.1 Opening of Bids (Start date of online bidding)

The tender will be opened for bidding on 24th December, 2024.

2.4 Evaluation of Bid

2.4.1 The accepting officer, subject to confirmation of the DGM NIA, normally accept the highest Bid for a Flat, provided that it is above the reserve price and found to be competitive enough to reflect the market value of the Flat auctioned for.

2.4.2 The confirmation of the highest Bid shall be in the sole discretion of the DGM, NIA who does not bind themselves to confirm the highest bid and reserve to themselves the right to reject all or any of the auctioneer without assigning any reasons. Any Bid not fulfilling any of the prescribed conditions or incomplete in any respect shall be rejected.

2.4.3 After the bids are confirmed/accepted by the Competent Authority, a communication shall be sent to the successful bidder and the second stage EMD i.e 20% less 1st EMD shall be submitted within 10 days from the Date of issue of letter. In case the second stage EMD is not submitted within the stipulated period, the first stage EMD (Rs. 2,00,00/- for 1 BHK flat and Rs. 3,00,000/- for 2BHK flat) submitted along the Bid will be stand forfeited.

2.4.4 After deposit of second stage EMD, the NIA shall issue Allotment Letter for the Flat to the bidder whose bid has been accepted through registered post calling upon him to remit the balance 80% amount/premium of the bid offered within 60 (sixty) days of issue of the Allotment Letter (without

interest)) /within 90 days from issuance of demand letter (subject to payment of interest on the balance amount @ 10.00% p.a. during the extended period).

2.4.5 In case the payment of balance premium is not received within the stipulated period as indicated above and in the Allotment Letter, the bid shall automatically stand cancelled and the entire EMD (20% of premium offered) shall stand forfeited without any notice. In that eventuality, NIA shall be compelled to re-auction the Flat.

2.4.7 The bidder after submission of Bid shall not be permitted to withdraw, surrender or modify his bid on any ground whatsoever. If he/she withdraws or surrenders the Bid, the entire amount of earnest money shall be forfeited absolutely. This shall be without prejudice to other rights or remedies that may be available to NIA.

2.5 Validity of Offer

The Bidders shall keep their offer valid for acceptance by the Competent Authority for a period of 180 days. If the bidder withdraws his offer within the period of 180 days, earnest money deposit paid by him shall be forfeited without any show cause notice.

3 Issuance of Possession Letter

After receipt of entire payment the possession of the Flat shall be handed over the Bidder. At the relevant time he is to submit his specimen signatures Duly attested by Gazetted Officer, Two Photos, ID proof duly attested or any other document affirming his identity.

4 Payment of Charges

Stamp Duty and other Legal documentation charges for transfer of rights, Electricity, water bill , maintenance charges and house tax shall be payable by the auction purchaser to the authorities.

5 Compliances with Statues

The auction Purchaser shall be liable to comply with all the Legal compliances in respect of the use of property.

6 Execution of Transfer Deed

The auction purchaser after purchase of the requisite stamp duty shall notify the company and the Company thereafter shall execute the transfer Deed in favour of auction purchaser as per their format. No changes in the said format shall be made.

7 Successful Bidder will have to execute Integrity Pact.

INTEGRITY PACT

This Prebid/ Integrity agreement is executed

Between

M/s The New India Assurance Co Limited, a company incorporated under the companies act having its Regional Office at RG CITY CENTRE Local Shopping Centre, B-Block, Lawrence Road, Delhi represented by Deputy General Manager the hereinafter referred to as "THE PRINCIPAL"

AND

.....
.....hereinafter referred to as "The
BIDDER".

Preamble

The Principal intends to sale its Flat Nos_____ Known as Rajniganda Apartment situated at GT Road Sahibabad The Principal values full compliance with all relevant laws and regulations and of fairness and transparency in its relations with the Bidder

In order to achieve these goals, the Principal will appoint an External Independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the sale of units through Bid with a view to:-

Enabling the PRINCIPAL to obtain the desired sale price of the

unit and the distortionary impact of corruption on , and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the bid by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

Commitments of the PRINCIPAL

The PRINCIPAL undertakes that no official of the Principal connected directly or indirectly with the sale of unit 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 sale of unit in exchange for an advantage in the bidding process, bid evaluation, implementation process related to the sale of unit

The PRINCIPAL 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 BIDDER and could obtain an advantage in relation to the tender process or the sale of unit

All the officials of the PRINCIPAL will report to the Chairman cum Managing Director / Chief Vigilance Officer of M/s The New India Assurance Co Ltd any attempted or completed breaches of the above commitments as well as any substantial, suspicion of such a breach.

If the PRINCIPAL obtains information on the conduct of any of its employees with full and verifiable facts and the same is prima facie found to be correct which is a criminal offence under the Bharatiya Nyaya Sanhita /Prevention of Corruption Act, or if there be a substantive suspicion in this regard, the Principal will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions.

Commitments of the BIDDER

The Bidder 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 sale of unit .

- i. The Bidder will not enter with other Bidder/ Contractors into any undisclosed agreement or understanding, whether formal or informal.
- ii. The Bidder will not commit any offence under the Bharatiya Nyaya Sanhita / Prevention of Corruption Act, 1988 further the Bidder 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 including information contained or transmitted electronically.
- iii. The Bidder will not offer, directly or through intermediaries/ Brokers, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or any other advantage, commission, fees, brokerage or inducement to any official of the Principal ,connected directly or indirectly with the bidding

process, or to any person, organization or third party related to the sale of unit in exchange for any advantage in the bidding, evaluation, and sale of unit

- iv. The Bidder further undertakes that it has not given, offered or promised to give directly or indirect any bribe, gift, consideration, reward, favour, any material or immaterial benefit or any other advantage, commission, fees, brokerage or inducement to any official of the Principal or otherwise in procuring the sale of unit or forbearing to do or having done any act in relation to sale of unit with the Principal for showing or for bearing to show favour or disfavour to any person in relation to the sale of unit with the Principal.
- v. Bidder shall disclose the payments to be made by them to agents/ Brokers or any other intermediary, in connection with this bid .
- vi. The Bidder either while presenting the bid or during negotiations or before the final sale of unit shall disclose any payments he has made ,is committed to or intends to make to officials of the Principal or their family members, agents, brokers or any other intermediaries in connection with the sale of unit and the details of services agreed upon for such payments.
- vii. The Bidder will not collude with other parties interested in the purchase of unit to impair the transparency, fairness and progress of the bidding process, bid evaluation, and sale of unit.
- viii. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- ix. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal . The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

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

Previous Transgression

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 Enterprises in India or any Government Department in India that could justify Bidder exclusion from the tender process.

Sanction for Violations

Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder shall entitle the Principal to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre sale negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER would continue.

(ii) The Earnest Money Deposit shall stand forfeited either fully or partially, as decided by the PRINCIPAL and the PRINCIPAL shall not be required to assign any reason therefore.

(iii) PRINCIPAL shall not be required to assign any reason therefore.

(iv) To debar the BIDDER from participating in future bidding processes of the Principal for a minimum period of one years, which may be further extended at the discretion of the PRINCIPAL .

(v) The Bidder accepts and undertakes to respect and uphold the Principal`s absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(vi) The PRINCIPAL will be entitled to take all or any of the actions mentioned above of this Pact also on the Commission by the BIDDER employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER of an offence as defined in Bharatiya Nyaya Sanhita, or Prevention of corruption Act, 1988 or any other statute enacted for prevention of corruption.

(vii) The decision of the PRINCIPAL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER

Independent Monitors

The Principal has appointed two Independent External Monitors (hereinafter referred to as Monitors)

- (a) The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- (b) The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- (c) Both the parties accept that the Monitors have the right to access all the documents relating to the sale of unit
- (d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of M/s The New India Assurance Co Limited
- (e) The BIDDER accepts that the Monitor has the right to access without restriction to all document of the PRINCIPAL relating to sale including that provided by the BIDDER The Monitor shall be under contractual obligation to treat the information and documents of the Bidder with confidentiality.
- (f) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the sale of unit provided such meetings could have an impact on the sale of unit
- (g) The Monitor will submit a written report to the designated Authority of Principal/ Chief Vigilance Officer of The New India Assurance Company Limited within 8 to 10 weeks from the date of reference or intimation to him by the Principal /Bidder and should the occasion arise, submit proposals for correcting problematic situation.
- (h) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action ,or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to

demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(i) If the Monitor has reported to the Principal substantiated suspicion of an offence under the Bharatiya Nyaya Sanhita / Prevention of Corruption Act, 1988 and the Principal has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(j) The word „Monitor“ would include both singular and plural.

Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the PRINCIPAL or its agencies shall be entitled to examine all the documents of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the Purpose of such examination.

Other Provisions

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

Law and Place of Jurisdiction

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

Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Validity

The validity of this Integrity Pact shall be from date of its signing

and extend upto 1 year. In case Bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the The New India Assurance Co Limited

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

The parties hereby sign this Integrity Pact at _____ on
At Delhi in presence of following witnesses.

