

Office Order No. HO/865/001

31<sup>st</sup> July, 2010

**Sub: Adoption of Integrity Pact for Orders / Contracts of value ^ ` 5 Crores  
& above.**

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- 1.0 Central Vigilance Commission has recommended adoption of Integrity Pact in respect of major procurement in the Government Organizations and PSUs. MoD, Govt. of India has also given similar directives to PSUs to adopt Integrity Pact with its vendors / suppliers.
- 2.0 In line with these directives, it is decided to adopt Integrity Pact for Orders / Contracts of value ^ ` **5 Crores** and above.
- 3.0 Standard Operating Procedure along with Draft Integrity Pact is placed at **Annexure-I**.
- 4.0 As laid down in Para 4.03 of Standard Operating Procedure, IEMs will be invited to Corporate Office on quarterly basis to review the tendering process and contracts awarded in the previous quarter. For this purpose, Units / SBUs are required to send monthly reports on contracts involving Integrity Pact.

The following procedure shall be adopted by the Units / SBUs and CO:

- 4.1 In case of Bg. Cx. Sr. DGM (MS) / Bg. Cx. shall consolidate and send the report containing the particulars of the contracts involving Integrity Pact to Sr. DGM (MS) / CO on monthly basis.
- 4.2 In case of Other Units, Head of MS division shall consolidate and send the report to Corporate MS.
- 4.3 In addition, the monthly D.O. letter from Unit / SBU Head to CMD shall mention details of contracts involving Integrity Pact signed during the month.
- 4.4 Corporate MS shall consolidate the particulars and send the same to Company Secretary.
- 4.5 Company Secretary shall coordinate with IEMs and convene the quarterly review meetings.
- 5.0 As per CVC recommendation, BEL has appointed Shri. N. K. Sinha, IAS (Retd.), as one of the IEMs. Name of the other IEM is under finalization by CVC.
- 6.0 Till the name of other IEM is finalized, Shri. N. K. Sinha, IAS (Retd.) will be the IEM for all the Contracts.
- 7.0 This Order comes into effect immediately on issue for all the future contracts. For contracts under finalization, efforts must be made by Units / SBUs to get the Integrity Pact signed by the bidders at the time of signing the agreements.

**CHAIRMAN & MANAGING DIRECTOR**

**(^ Substituted vide Office Order No. HO/865/004 dtd. 13.05.2014)**

**Annexure I to Office Order No. HO/865/001 Dated 31<sup>st</sup> July,2010**

**Subject: Adoption of Integrity Pact by BEL-Applicability & Standard  
Operating Procedure**

**1.0 Background:**

- 1.01 The Central Vigilance Commission has been promoting integrity, transparency, equity and competitiveness in Government/PSU transactions. Public procurement is a major area of concern for the Central Vigilance Commission and various steps have been taken to put proper systems in place. In this context, the Commission has, recommended adoption of Integrity Pact in respect of major procurements in the Government Organizations and PSUs. MoD, Govt. of India, has also given similar directives to PSUs to adopt Integrity Pact with its vendors/suppliers.
- 1.02 In line with directives from Central Vigilance Commission/ MoD, it is decided to adopt Integrity Pact with all vendors / suppliers / contractors / service providers for orders / contracts of value **^ ` 5 Crores** and above.  
**(^ Substituted vide Office Order No. HO/865/004 dtd. 13.05.2014)**

**2.0 Integrity Pact:**

- 2.01 The pact essentially envisages an agreement between the prospective vendors/bidders and the Principal (BEL), committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/bidders, who commit themselves to such a Pact with the Principal, would be considered competent to participate in the bidding process. In other words, entering into this Pact is a preliminary qualification.
- 2.02 Integrity Pact, in respect of a particular contract, would be operative from the stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

**3.0 Standard Operating Procedure**

- 3.01 Integrity Pact has to be signed with bidders/contractors in case estimated value of each Purchase Order/Contract exceeds **^ ` 5 Crores**. Against the subject RFP/Enquiry/NIT, the bidder would be required to sign and submit the Integrity Pact along with his bid.  
**(^ Substituted vide Office Order No. HO/865/004 dtd. 13.05.2014)**
- 3.02 IP would be included in the NIT/RFQ/Enquiry. Draft IP is placed at **Appendix A**.
- 3.03 IP is to be signed by the bidder and submitted along with the bid. Bids received without signed IP would be rejected.
- 3.04 IP shall cover all phases of the contract, i.e. from the stage of Notice Inviting Tender (NIT)/pre-bid stage till the conclusion of the contract, i.e. the final payment to vendor/contractor.
- 3.05 The Independent External Monitors (IEMs) would review independently and objectively, whether and to what extent parties have complied with their obligations under the Pact.

- 3.06 Management Services/Corporate Office will be nodal agency for all matters pertaining to IP.
- 3.07 The Corporate Vigilance Department would be responsible for review, enforcement, and reporting to Central Vigilance Commission on all related vigilance issues.
- 3.08 Information relating to tenders in progress and under finalization need to be shared with the IEMs on monthly basis. A monthly report will be sent to IEMs by MS/CO for their information.

#### **4.0 Role /Functions of IEMs:**

- 4.01 IP would be implemented through a panel of IEMs, appointed by BEL.
- 4.02 One IEM will review cases of Bangalore Complex and other IEM will review cases of other units. However, BEL reserves the right to refer a particular case to any other approved Independent External Monitor(s) as and when felt necessary. In such an event, the IEM nominated shall examine the case jointly with those whom the case is referred to as per this Para. ***In case of a complaint arising out of tendering process, the matter shall be examined by full panel of IEMs, who would look into the records, conduct an investigation, and submit their joint recommendations to the management.***
- 4.03 IEM would have access to all Contract documents, whenever required. IEM will take stock of the ongoing tendering processes on quarterly basis. For this purpose he shall visit CO on quarterly basis. Structured meeting of the IEMs with CMD will be held during these visits to discuss/review the information on tenders awarded in the previous quarter.
- 4.04 The IEMs would examine all complaints received by them and give their recommendations/views to CMD, at the earliest. They may also send their report to the CVO and the Central Vigilance Commission, in case of suspicion of serious irregularities.
- 4.05 The recommendations of IEMs would be in the nature of advice and would not be legally binding. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 4.06 The role of the CVO shall remain unaffected by the presence of IEMs. A matter being examined by the IEMs can be separately investigated by the CVO in terms the provisions of the CVC Act or Vigilance Manual, if a complaint is received by him or directed to him by the Commission.

#### **5.0 Appointment of IEMs:**

- 5.01 The IEMs appointed are eminent personalities of high integrity and reputation.
- 5.02 The Central Vigilance Commission has approved the names of IEMs out of the panel of names, initiated by BEL, in association/consultation with the CVO.
- 5.03 Remuneration payable to the IEMs would be equivalent to that admissible to an independent Director in BEL. This remuneration would be paid by BEL.

5.04 The normal term of appointment for an IEM would be 3 years, and it would be subject to renewal by the Commission thereafter.

**6.0 Review System:**

An internal assessment of the impact of IP shall be carried out periodically by the CVO and reported to the Central Vigilance Commission.

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**\*\* Appendix - A of Office Order No. HO/865/001 dated 31<sup>st</sup> July, 2010.**

**Applicability of Integrity Pact**

Integrity Pact has to be signed with Bidders in case estimated value of Purchase/Subcontract/Works contract exceeds **^ ` 5 Crores**. Against the subject RFP/Enquiry/NIT, the Bidder is required to sign and submit Integrity Pact along with the bid. **The specimen of the Pre-Contract Integrity Pact which is part of tender documents is as follows:**

**(^ Substituted vide Office Order No. HO/865/004 dtd. 13.05.2014)**

**Integrity Pact**

**1.0** Whereas **Bharat Electronics Ltd.** ("BEL") having its registered office at Outer Ring Road, Nagvara, Bangalore-560045, India, acting through its .....Unit/SBU, represented by General Manager, hereinafter referred to as the **Principal** and the first party, proposes to award Purchase Order/Works Contract for .....  
.....  
.....and **M/s** .....  
....., represented by .....  
....., Chief Executive Officer (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the **Bidder** and the second party, is willing to offer/ has offered the stores/services.

**2.0** 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 Principal is a Defence Public Sector Undertaking under Ministry of Defence, Government of India.

**3.0 Objectives:**

Now, therefore, the Principal 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 Principal to obtain the desired product at a competitive price in accordance with the specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

**3.2** Enabling bidder 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 Principal will commit to prevent corruption in any form by their officials by following transparent procedures.

**4.0 Commitments of the Principal:**

The Principal commits itself to the following:

**4.1** The Principal undertakes that no official of the Principal, 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 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 bidders.
- 4.3 All the officials of the Principal will report to the Management any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 4.4 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of contract, demand, take a promise for or accept, for self or third person, any material benefit which the person is not legally entitled to.
- 5.0 In case any such preceding misconduct on the part of such official (s) is reported by the Bidder to the Principal, with full and verifiable facts and the same is prima facie found to be correct by the Principal, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Principal 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 Principal the proceedings under the contract would not be stalled.

**6.0 Commitments of Bidder:**

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, consideration, gift, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the principal, connected directly or indirectly with 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.

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 Principal or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Principal for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with respect to the Principal's Organization.

- 6.2 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.

- 6.3 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 6.4 In cases of Purchase/Subcontract orders, the Bidder confirms and declares to the Principal that the Bidder is the original manufacturer/authorized distributor/authorized govt. sponsored Export entity.
- 6.5 The Bidder confirms and declares to the Principal that it has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Principal, 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 Principal 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 Principal 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.

#### **7.0 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 *herein* or with any Public Sector Enterprise in India or any Government Department in India, that could justify bidders' 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.

#### **8.0 Integrity Pact Bank Guarantee (IPBG) \***

- ^ 8.1. Every Bidder, while submitting commercial bid, shall submit an Integrity Pact Bank Guarantee for an amount of # \_\_\_ in favour of the Principal in Indian Rupees only.

- (i) Guarantee will be from an Indian Nationalized Bank / ICICI Bank Ltd / Axis Bank Ltd / HDFC Bank Ltd, promising payment of the guaranteed sum to the Principal, on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for

payment by the Principal shall be treated as conclusive proof for payment. A model Bank Guarantee format is enclosed.

# The amount of Integrity Pact Bank Guarantee is as follows:

P. O. Value	Value of Integrity Pact Bank Guarantee
From ` 5 Cr. upto ` 10 Cr.	` 5 Lakhs
Above ` 10 Cr. upto ` 20 Cr.	` 10 Lakhs
Above ` 20 Cr. upto ` 100 Cr.	` 20 Lakhs
Above ` 100 Cr. upto ` 300 Cr.	` 100 Lakhs
Above ` 300 Cr.	` 300 Lakhs

(^ Substituted vide Office Order No. HO/865/004 dtd. 13.05.2014)

- 8.2. The Integrity Pact Bank Guarantee (IPBG) shall be valid upto and including 45 days after the validity of commercial offer. However, Bidders will be required to extend the Integrity Pact Bank Guarantee, as and when required by the Principal. In the case of the successful Bidder, validity of the Integrity Pact Bank Guarantee will be extended upto the satisfactory completion of the contract. Integrity Pact Bank Guarantee shall be returned promptly in case of unsuccessful Bidders.
- 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 Principal 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 Principal 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 Principal to the Bidder(s) on Earnest Money/Security Deposit for the period of its currency.

**\* Integrity Pact Bank Guarantee need not be demanded from CPSEs.**

**9.0 Company Code of Conduct:**

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.

**10.0 Sanctions for Violation:**

- 10.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on the 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 Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Principal to take all or any one of the following action, wherever required:

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder and to impound any earnest money deposit, if made by the Bidder. However the proceedings with the other Bidder(s) would continue.
- (ii) The Earnest Money / Security 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) To immediately cancel the contract, if already signed without giving any compensation to the Bidder.
- (iv) To recover all sums already paid by the Principal, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing 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 by the Principal to the Bidder in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Principal, 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 the Principal 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 the 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 principal, or alternatively, if any close relative of an officer of the Principal 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 Principal 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 Principal's employee or not, but not include a spouse separated from the Principal's employee by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Principal's employee, but does not include a child or step child who is no longer in any way dependent upon the Principal's employee or of whose custody the Principal's employee has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Principal's employee or to the Principal's employee's wife or husband and wholly dependent upon Principal's 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 Principal, and if he does so, the Principal 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 principal resulting from such rescission and the Principal 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 Principal with the Bidder, the same shall not be opened.

10.2 The decision of the Principal or his nominee to the effect that the Bidder has committed breach of the provisions of this Integrity Pact shall be final and binding on the Bidder, however the Bidder can approach monitor (s) appointed for the purpose of this Pact as per Clause 12 of Pact agreement.

**11.0 Fall Clause:**

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 Defence Public Sector Undertakings / Ministry of Defence and if it is found at any stage that the similar system or subsystem was supplied by the Bidder to any other Defence Public Sector Undertakings/ Ministry of Defence 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 Principal, if the contract has already been concluded.

**12.0 Independent External Monitor(s):**

12.1 The Principal has appointed Independent External Monitor for this Pact in consultation with Central Vigilance Commission (Names and addresses of the Monitors are given below). 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.

Name of the Monitor : .....

Address : .....  
.....

The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He will convey his observations to the Chairman & Managing Director, BEL.

12.2 The Bidder accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractor(s) with confidentiality.

12.3 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 take corrective action, or to take other relevant action.

12.4 The Principal reserves the right to refer a particular case to any other approved Independent External Monitor(s) as and when felt necessary. In such an event, the IEM nominated as per Para 12.1 shall examine the case jointly with those whom the case is referred to as per this Para.

**13.0 Examination of Books of Accounts:**

In case of any allegation of violation of any provisions of this Integrity Pact to the satisfaction of the Principal, the Principal or its agencies shall be entitled to examine / investigate 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 such examination / investigation.

**14.0 Law and Place of Jurisdiction:**

This Pact is subject to Indian Law. The place of performance and Jurisdiction is the Corporate Office of the Principal at Bangalore.

**15.0 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.

**16.0 Validity:**

16.1 The validity of this Integrity Pact shall be from date of its signing and extend till the complete execution of the contract to the satisfaction of both the Bidder and the principal.

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.

**17.0** The Parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BEL

BIDDER

General Manager / Head  
.....Unit/ SBU/ Division  
Bharat Electronics Ltd.,

Chief Executive Officer

Witness

Witness

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

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

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

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

In consideration of M/s. Bharat Electronics Limited("BEL"), having its registered office at Outer Ring Road, Nagavara, Bangalore-560045 (hereinafter called the Principal), on the first part and M/s. \_\_\_\_\_ of \_\_\_\_\_ (hereinafter referred to as Bidder) on the Second part, having agreed to accept a sum of ` \_\_\_\_\_ (Rupees \_\_\_\_\_) in the form of Bank Guarantee towards Integrity Pact for the Request for Proposal for procurement of \_\_\_\_\_ we \_\_\_\_\_ (Name of the Bank), (hereinafter referred to as the Bank), do hereby undertake to pay to the Principal on demand within 3 (three) working days without any demur and without seeking any reasons whatsoever, an amount not exceeding \_\_\_\_\_ (Rupees \_\_\_\_\_) and the guarantee will remain valid upto and including 45 days after the validity of the commercial offer i.e., \_\_\_\_\_(date). The Integrity Pact Bank Guarantee shall be extended from time to time as required by the Principal.

We undertake not to revoke this guarantee during this period except with the previous consent of the Principal in writing and we further agree that our liability under the Guarantee shall not be discharged by any variation in the term of the commercial offer.

No interest shall be payable by the Principal to the Bidder(s) on the guarantee for the period of its currency.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2012

For the Bank of \_\_\_\_\_  
(Agent / Manager)

**(\*\* Substituted vide O.O. No. HO/865/002 dtd. 25.07.2012)**