

TENDER FOR

Tender for Renovation/Interior Decoration of Rooms and supply of furniture in Ministry of Environment and Forests, Paryavaran Bhawan CGO Complex, N.Delhi

(CLOSING DATE : 1500 HOURS OF 30th DECEMBER, 2011)

Tender No: - MoEF/Tender/2011-12/Renovation DATED 12th December,2011

Check list of Document to be submitted by the bidder along with Technical Bid
for supply of furniture and renovation of rooms in Ministry of Environment and Forests, Paryavaran Bhawan, CGO Complex, N.Delhi

S.No	Particulars	Complied (yes/no)
1.	Bid Form, duly filled in, as per Tender Document Section - VI	
2.	Cost of bid document in the form of DD.	
3.	Original "Power of Attorney" in case person other than the tenderer has signed the tender documents or in case of Partnership firm / Company	
4.	The copy of Experience certificate as per NIT	
5.	Authenticated certificate to ascertain the turn over and work experience of the bidder.	
6.	Authorization letter for authorized representative(s) to participate in tender opening.	
7.	Tender document(s), in original, duly filled in and signed by bidder or his authorized representative along with seal on each page.	
8.	Technical Bid and Financial Bid Duly Sealed as required	

- NOTE:**
1. All the documentary evidences must be duly attested by gazetted officer or self attested.
 2. Unattested copies of documentary evidence shall not be treated as valid.
 3. Experience should be in the form of experience certificate signed by an officer not below the level of Section Officer. Submission of Work Order in place of experience certificate will not be considered as valid.

SECTION - I

Notice Inviting Tender

Closing Date : 1500 hours of 30th December, 2011

Ministry of Environment & Forests
General Administration

No: - MOEF/Tender/2011-12/Renovation

Dated 12th December, 2011

1 Sealed tenders (packing PVC/tape/sealing wax) are invited, on behalf of President of India by US (GA) from the eligible bidders for renovation/interior decoration of rooms and supply of furniture in the Ministry of Environment and Forests.

2 **Eligibility condition:**

- a) At least Ten years experience of supplying furniture and providing/fixing of items for interior decoration/ renovation of rooms in Central/ State Government Ministries/Departments/Organizations.
- b) Annual turnover of Rs. one crore or above consecutively for the last five financial years.
- c) One single order of at least Rs.15 lacs during **each of last three financial years** alongwith completion certificate for supply of furniture in Central/State Government Ministries/ Departments/Organizations.
- d) One single order of at least Rs.10 lacs during **each of last three financial years** alongwith completion certificate for renovation/ interior decoration of rooms in Central/ State Government Ministries/ Departments/Organizations.
- e) The firm must have an office or workshop of their own in Delhi, which should be registered with MCD Or NDMC.
- f) The firm must be registered with NCCF/Kendriya Bhandar/any Central Government Organisation at Delhi for supply of furniture and/or renovation/interior decoration of rooms.
- g) The firm must be having TIN No., PAN No., VAT, Registration No. and other requisite government clearances that are necessary for such work.
- h) The experience certificate for execution of work orders should be issued by an officer not below the rank of Section officer or equivalent. The experience certificate shall clearly indicate successful completion of work and mere issue of work order will not suffice.
- i) Satisfactory Certificate from any of the Central/State Government Ministries/ Departments/Organizations regarding the quality of the furniture provided and interior decoration/renovation of rooms completed.

3 **Mode of receipt of tender form :**

- a) Tender document can be downloaded from our website www.envfor.nic.in containing all details of items and terms & conditions. The bidder will submit the **cost of bid document of Rs.500/-** separately along with bid security in the form of bank DD.
- b) The technical bid of the tenders shall be opened at 1600 hrs on the closing day in room No.104, Paryavaran Bhawan, CGO Complex, N.Delhi.

The bid shall be submitted in two parts: -

- a. Part I: - **TECHNICAL BID** – It will consists of the company/ establishment profile indicating the capability, experience as mentioned for eligibility, bid document and cost of bid document as per NIT in the form of bank DD drawn in favour of Pay & Account Officer, Ministry of Environment & Forests, New Delhi payable at Delhi, etc. This sealed envelope will be marked as “**TECHNICAL BID**”.
 - b. Part II: - **FINANCIAL BID** – It will contain the price of the tender items including all taxes. This sealed envelope shall be marked as “**FINANCIAL BID**”
 - iii) The envelope of part-I & part II together shall be sealed in another envelope marked as **Tender for supply of furniture and Renovation of rooms in MoEF, CGO Complex, N.Delhi** and addressed to the Under Secretary (GA) .
- 4 The envelop super scribed as “**Tender for supply of furniture and Renovation of rooms in MoEF, CGO Complex, N.Delhi**” and addressed to Under Secretary (GA), Paryvaran Bhawan, CGO Complex, N.Delhi, should be dropped in the tender box up to 1500 hrs. on the last date of submission of tenders as per above schedule.
 - 5 If there is holiday on the date of opening of tender then the tenders shall be opened at 1530 hrs on the next working day.
 - 6 The Ministry reserves the right to reject any or all tenders without assigning any reason whatsoever.
 9. Period of contract One year from the date of agreement (until otherwise specified) or completion of work of tender whichever is earlier. The contract may be extended for the second year on mutual agreement.
- 7 Details also available on www.envfor.nic.in

Under Secretary (GA)
MoEF,
Delhi

SECTION - II

INSTRUCTIONS TO BIDDERS

1. ELIGIBLE BIDDERS:

As per NIT

2. COST OF BIDDING:

The bidder shall bear all costs associated with the preparation and submission of the bid. The Ministry, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

3. BID DOCUMENTS :

3.1 The work/goods required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

- a) Tender Notice
- b) Instructions to Bidders
- c) General (Commercial) Conditions of the Contract
- d) Special Conditions of Contract
- e) Bid Form and Price Schedule
- f) Performance Security Guarantee (Bond Form)
- g) Letter of Authorization for Attending Bid Opening

3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidders risk and shall result in rejection of the bid.

4. CLARIFICATION OF BID DOCUMENTS:

A prospective bidder, requiring any clarification of the Bid Documents shall notify the US (GA) in writing at the US (GA) mailing address indicated in the invitation for Bids or by FAX at **(011 -24363021)**. The US (GA) shall respond in writing to any request for clarification of the Bid Documents, which he receives not later than **10 days** prior to the date for the opening/submission of bids. Copies of the query (without Identifying the source) and clarifications by the US (GA) will be made available in the website www.envfor.nic.in and will be binding on all bidders.

5. AMENDMENT OF BID DOCUMENTS:

5.1 At any time, prior to the date of submission of bids, the MoEF may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

5.2 The amendments shall be notified in the website of Ministry of Environment & Forests at www.envfor.nic.in and these amendments will be binding on all bidders.

5.3 In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the US (GA) may, in his discretion ,extend the deadline for the submission of Bids suitably, which shall also be notified in the Ministry's website.

6. DOCUMENTS COMPRISING THE BID:

The bid prepared by the Bidder shall comprise documents as per check list.

7. BID FORM:

7.1 The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Documents.

7.2 Not more than one tender form can be submitted by a firm. If a firm does so, then all the bids received from that firm may be rejected.

8. BID PRICES:

8.1 The rates should be mentioned in figures as well as in words exclusive of taxes and levies. The taxes and other levies, if any, should be indicated separately. In case nothing is mentioned, it will be assumed that taxes/other levies are included in the rates quoted.

8.2 The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

9. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

As per check list

10. PERIOD OF VALIDITY OF BIDS :

11.1 Bid shall remain valid for **120 days** after the date of bid opening prescribed by the Ministry. **A bid valid for a shorter period shall be rejected by the MoEF as non-responsive.**

11.2 In exceptional circumstances, the Ministry may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided under Clause 10 shall also be suitably extended as asked for. A bidder accepting the request and granting extension will not be permitted to modify his bid.

11. FORMATS AND SIGNING OF BID :

- I. The bidder shall prepare One complete set of original bid. The original Bid shall be downloaded from the internet and all the pages numbered consecutively and shall be signed by the bidder or a person or persons duly authorized by the bidder. The letter of authorization shall be indicated by written power of attorney accompanying the bid. All pages of the original bid, shall be signed by the persons or persons signing the bid. The Bids submitted shall be sealed properly.
- II. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the Bid.

12. SUBMISSION OF BIDS:

Bid should be submitted as per NIT

The bidder will be bound by all terms, conditions & specification as detailed in the tender documents

Any tender with conditions other than those specified in the tender document is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the tender is opened.

13. SEALING AND MARKING OF BIDS:

The bid shall be prepared and submitted in the format as per NIT. The bid submitted without the price of bid document as mentioned in of NIT shall be rejected.

The envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "LATE". Or rejected.

14. LAST DATE OF SUBMISSION OF BIDS:

14.1 Bids must be received by the Ministry at the address specified under NIT not later than 1500 hrs on due date.

14.2 The Ministry may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with Clause 5 in which case all rights and obligations of the MoEF and bidders previously subject to the deadline will thereafter be subjected to the deadline as extended.

15. LATE BIDS:

Any bid received by the MoEF after the deadline for submission of bids prescribed by the MoEF pursuant to Clause 16, shall be rejected.

16. MODIFICATIONS AND WITHDRAWAL OF BIDS:

16.1 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the MoEF prior to the deadline prescribed for submission of bids.

16.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of clause 14. A withdrawal notice may also be sent by Fax but followed by a signed confirmation copy sent by Registered Post, post marked not later than the deadline for submission of bids.

16.3 Subject to clause 19, no bid shall be modified subsequent to the deadline for submission of bids.

BID OPENING AND EVALUATION

17 OPENING OF BIDS BY MINISTRY:

17.1 The Ministry shall open bids in the presence of bidders or his authorized representatives who choose to attend at 1600 hrs. on the due date in the O/o US(GA). The bidder's representative, who are present, shall sign an attendance register. Authority letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening. (A format is given in Section VI of this document).

17.2 A maximum of one representative for any bidder shall be authorized and permitted to attend the bid opening.

17.3 The Bidder's names, modifications, bid withdrawals and such other details as the Ministry at its discretion, may consider appropriate will be announced at the opening.

17.4 The date fixed for opening of bids, if subsequently declared as holiday by Ministry, the bids shall be opened on the next working day, time and venue remaining unaltered.

18. CLARIFICATION OF BIDS:

To assist in the examination, evaluation and comparison of bids the Ministry may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

19 PRELIMINARY EVALUATION:

19.1 The Ministry of Environment & Forests shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

19.2 If there is a discrepancy between words and figures, the amount in words shall prevail. If the Bidder does not accept the correction of the errors, his bid shall be rejected.

19.3 Prior to the detailed evaluation, pursuant to clause 21, the MoEF will determine the substantial responsiveness of each bid to the Bid documents. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bid Documents without material deviations. The MoEF determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

19.4 A bid determined as substantially non-responsive will be rejected by the MoEF and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

19.5 The MoEF may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

20. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

20.1 The MoEF shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 20.

20.2 The evaluation and comparison of responsive bids shall be done on the price of the goods offered exclusive of levies & taxes etc. as indicated in price schedule of the Bid document. The Tender will be evaluated for the prices offered.

21 AWARD OF CONTRACT:

The Ministry shall consider placement of orders on those eligible bidder/bidders whose offers have been found technically, commercially and financially acceptable. MoEF also reserves the right to split the contract and award to two or more bidders, if it feels expedient to do so, provided the L2/L3 bidder match the rates offered by the L1 bidder.

22 MINISTRY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The Ministry reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of the Ministry's action.

23 SIGNING OF CONTRACT:

23.1 The issue of Work Order shall constitute the award of contract on the bidder.

23.2 Upon the successful bidder furnishing of performance security pursuant to clause 1 of Section III, the Ministry shall discharge its bid security, pursuant to clause 10.

23.3 The successful bidder shall after furnishing the performance security will sign the agreement with the MoEF.

24. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of Clause 24 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the MoEF may make the award to any other bidder at the discretion of MoEF or call for new bids.

25. The successful bidder shall enter into a PRE CONTRACT INTEGRITY PACT with the competent authority of Ministry of Environment and Forests on being informed about intention of the Ministry to award the contract. Format of the PRE CONTRACT INTEGRITY PACT is placed at Annexure.

SECTION - III

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1 PERFORMANCE SECURITY :

1.1 the succesful bidder will have to deposit performance security of Rs.10.00 lakh (Rupees ten lakh only) in the form of bank FDR/guarantee pledged to Pay & Accounts Officer, Ministry of Environment & Forests, N.Delhi.

1.2 No interest shall be paid on the performance security deposit for any period whatsoever.

1.3 The proceeds of the performance security shall be payable to the MoEF as compensation for any loss resulting from the contractor's failure to complete its obligations under the Contract.

1.4 The performance security deposit will be discharged by the MoEF after completion of the Supplier's performance obligations under the Contract.

2 INSPECTION AND TESTS :

2.1 The MoEF or his representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications. Where the MoEF decides to conduct such tests on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance like Testing Instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the MoEF.

2.2 Should any inspected or tested goods fail to conform to the Specifications the MoEF may reject them and the contractor shall either replace the rejected goods or make all alterations necessary to meet Specification requirements free of cost to the MoEF.

3. PAYMENT TERMS:

Payment shall be made on 100% completion of work against a particular work order. At no point of time running payment shall be made.

4. PRICES:

Price once fixed will remain valid for the entire period of contract. Government taxes and levies shall be paid as applicable from time to time.

Fall Clause : The rates charged should be in no event exceed the lowest rates of identical description supplied to any other organization during the period of the contract. If so, the successful contractor should pass the benefits to MoEF also.

5. DELAYS IN THE CONTRACTOR'S PERFORMANCE:

5.1 Delay by the bidder in the performance of its delivery and service obligations shall render the bidder liable to any or all of the following sanctions, forfeiture of its performance security, imposition of liquidated damages to the maximum of 10% of particular work order and/or termination of the contract for default.

5.2 If at any time during performance of the Contract the bidder should encounter conditions impeding timely delivery of the work and performance of service, the contractor shall promptly notify to the MoEF in writing of the fact of the delay, its likely duration and its causes(s). As soon as practicable after receipt of the contractor's notice, the MoEF shall evaluate the situation and may at its discretion extend the period for performance of the contract in writing after mutual discussion with the contractor. The contractor shall not be entitled for any escalation, compensation or damages for the period of extension so granted for whatsoever reason(s). The decision of the MoEF in this regard shall be final & binding and no dispute in this regard is arbitrable.

6. FORCE MAJEURE :

If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within **21 days** from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance, and work under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the MoEF as to whether the work have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding **60 days** either party may, at his option terminate the contract.

7. TERMINATION FOR INSOLVENCY

The MoEF may, at any time terminate the Contract by giving written notice to the Contractor, without compensation to contractor, if the contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to the MoEF.

8. ARBITRATION:

8.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole

arbitration of the Secretary (E&F), Ministry of Environment & Forests, Delhi or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the Secretary (E&F) or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Secretary (E&F) ,or the said officer is unable or unwilling to act as such to the sole arbitration of some other person appointed by the Secretary (E&F), or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Government Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever, Secretary (E&F) or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left by his predecessors.

8.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Indian Arbitration and Conciliation Act 1996 and the Rules made thereunder, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

8.3 The venue of the arbitration proceeding shall be the Office of the Secretary (E&F) or such other Places as the arbitrator may decide.

9. LEGAL JURISDICTION:

In case of any dispute, the Delhi ***court alone*** shall have the territorial jurisdiction to adjudicate upon the matter arising out of this contract.

SECTION IV

SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of the contract shall supplement the '**Instructions to the Bidders**' as contained in Section II & "**General(Commercial) Conditions of the Contract**" as contained in Section III and wherever there is a conflict, the provisions herein shall prevail over those in Section II and Section III.

2. In case the date fixed for opening of bids is subsequently declared as holiday by the Government, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

3 The work will be accepted only after quality assurance tests/checks are carried out by inspecting authority of MoEF, nominated by US(GA),MoEF, Delhi, as per prescribed schedule and material passing the test successfully.

4 MoEF reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the MoEF.

5. MoEF reserves the right to black list a bidder for a suitable period in case he fails to honor his bid without sufficient grounds OR MoEF can also take any action such as forfeiture of security deposit , bank guarantee.

6. Any clarification issued by MoEF, in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.

7. The bidder shall be charged liquidated damages at the rates as defined in the Clause 5 of Section III, General Conditions of the Contract for any delay in the turn-key job entrusted to the bidder beyond the scheduled delivery/installation/commissioning period.

8. Performance Bank Guarantee shall be six months extra over the date of termination of contract.

Section-V

BID FORM

Date..... Tender Enquiry No.....

Due to Open on:

Bidder's Reference No.

To

Under Secretary (GA)
Ministry of Environment & Forests,
Paryavaran Bhawan, CGO Complex,
Delhi.

Dear Sir,

1. Having examined the conditions of contract as in Section II ,III & IV and specifications including addenda Nos.... the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply furniture and renovate Rooms of Ministry of Environment and Forests, Paryavaran Bhawan, CGO Complex, Delhi in

conformity with said drawings, conditions of contract and specifications for sum as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

2. We undertake, if our Bid is accepted, to commence services within 1 week and to complete delivery of all the services as specified in the work order within stipulated time in work order.

3. If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for a sum not less than 10% of the contract value for the due performance of contract and in accordance with the agreement.

4. We agree to abide by this Bid for a period of 120 **days** from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. Until a format Work Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

7. We also declare that the printed terms and conditions, if any at the back of our tender quotation or any other paper enclosed are not applicable.

8. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this day of

Signature :

[NAME IN BLOCK LETTERS of the SIGNATORY]

In capacity of

Duly authorized to sign the bid for and on behalf of.....

Witness.....

Address.....

Signature.....

Date

Bidder

bidder

Signature of the

Or

Officer authorized to sign the Bid Documents on the behalf of the

Note : In case of authorized signatory, the authorization letter on letter head of the firm must accompany.

Technical Bid

Ministry of Environment & Forests Tender for Photocopy work Qualifying Bid Document

Tender No. MoEF/Tender/2010-11/Renovation

1. Name of the Company / Firm.
2. Address with Tele No. Fax No., e-mail
3. Contract person's name, phone number and mobile number.
4. **Essential Details (Self attested copies to be submitted)**
 - a) At least Ten years experience of supplying furniture and providing/fixing of items for interior decoration/ renovation of rooms in Central/ State Government Ministries/Departments/Organizations.
 - b) Annual turnover of Rs.one crore or above consecutively for the last five financial years.
 - c) One single order of at least Rs.15 lacs during each of last three financial years alongwith completion certificate for supply of furniture in Central/State Government Ministries/Departments/Organizations.
 - d) One single order of at least Rs.10 lacs during each of last three financial years alongwith completion certificate for renovation/ interior decoration of rooms in Central/ State Government Ministries/ Departments/Organizations.
 - e) Details of registered office / workshop in Delhi with MCD/NDMC registration certificate
 - f) Registration certificate with NCCF/Kendriya Bhandar/ any Central Government Organisation at Delhi for supply of furniture and renovation/interior decoration of rooms.
 - g) TIN No., PAN No., VAT Registration No. and other requisite government clearances that are necessary for such work.
 - h) The experience certificate for execution of work orders issued by an officer not below the rank of Section officer or equivalent clearly indicating successful completion of work.
 - i) Satisfactory Certificate from any of the Central/State Government Ministries/ Departments/Organizations regarding the quality of the furniture provided and interior decoration/renovation of rooms completed.
 - j) Details of the firm/company in case of Partnership Firm.
5. Details of Manpower (Category wise)
Total Strength, qualification, Length of average Service
6. Address of the service provider with area of premises.
7. Whether owned/ rented

8. Name of Banker

Declaration

I hereby certify that the information furnished above is full and correct to the best of our knowledge. We understand that in case any deviation in the above statement at any stage, the company will be blacklisted and will not have any dealing with the Ministry in future.

(Name and signature of authorized signatory with stamp)

Financial Bid

MoEF/Tender/2010-11/Renovation

To

The Under Secretary (GA).

Subject:- Supply of furniture and renovation of rooms in Ministry of Environment of Forests, Paryavaran Bhawan, CGO Complex, N.Delhi

Ref:- -----

Dear Sir,

Having examined the tender documents, terms and conditions stipulated therein, specifications of work etc., we the undersigned offer to execute the work of the subject cited above in conformity with the said specifications and conditions of contract at the rates quoted in the schedules of rates as under.

If our bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.

We agree to abide by this bid for a period of 120 days from the date of opening of financial bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Dated:-

Signature of tenderer-----

Name of Tenderer-----

Schedule of Rates for supply of furniture and renovation of Rooms at Ministry of Environment of Forests, Paryavaran Bhawan, New Delhi.

Sl. No.	Description	Dimension/Unit	Rate
1.	Modular table made of prelaminated Board Glunz/Bhutan ISI mark Having three drawers in roller channels fitted with Godrej/Harison lock and fine quality handles and all side teakwood moulding duly painted or Polish as per design	72"x36"x30" 60"x36"x30" 60"x30"x30" 54"x27"x30" 48"x24"x30" 36"x24"x30"	

2.	Modular side rack cum computer rack made of prelaminated board ISI mark keeping CPU key board UPS etc all side teakwood Moulding duly Polished or paint as per designing.	48"x18"x30" 42"x18"x30" 36"x18"x30"	
3.	Wall mounted floor model storage cabinet made of prelaminated Board ISI mark Glunz/ Bhutan make having multiple compartment covered with door on auto closing hinges with proper lock goderj/Harison make and teak wood cornice on top duly polished/Duro paint as per design.	16" depth 18" depth 24" depth Per Sft	
4.	Cubical partition made of Alluminium section powder coated 16 Guage fitted with prelaminated board on lower portion and etched or Brown glass on upper portion of section	Per Sft	
5.	Low height cubical partition made of 2"x2" wooden frame of chap/kail/fitted duly black Japan paint ot avoid termite fitting with 12mm teak ply board from both side and glass on top of frame with teak wood moulding duly polished as per design.	Per Sft	
6.	Low height cubical partition made of 2"x2" wooden frame of chap/kail/fitted duly black Japan paint ot avoid termite fitting with 12mm laminted board from both side and glass on top of frame with teak wood moulding duly polished as per design.	Per Sft	
7.	Pin up Board made of cellotex board duly fixed with cloth and all side teakwood moulding duly Polished as per design	Per Sft	
8.	Executive table made of teak board ISI mark both sides Boxes having four drawers on telescopic channels Della design and extra veneer fixing of teak ply all side teak wood heavy moulding with lock goderj/Harison make and handles good quality lacquer Polish with full glass top 8mm brown/Black beveled as per design.	96"x48"x30" 84"x48"x30" 72"x36"x30" 66"x30"x30" 60"x30"x30" 54"x27"x30"	
9.	Side rack cum computer rack made of teak board ISI mark with one drawers and key board tray on Telescopic channels with the provision of keeping CPU monitor UPS etc duly Polished with 8mm glass Brown/Black beveled as per design	60"x18"x30" 48"x18"x30" 42"x18"x30" 36"x18"x30"	
10.	Computer table made of teak Board ISI mark with one drawers and key Board tray on Telescopic channels with the provision of Keeping CPU Monitor UPS etc duly polished with 8mm Brown/Black beveled as per design	48"x24"x30" 48"x18"x30" 42"x18"x30" 36"x18"x30"	
11.	Running storage cabinet cum work station made of teak board ISI mark Having Multiple compartment covered with door with Brass Hinges with lock goderj/Harison and fine quality handles as per sample duly polished with full glass top 8mm brown/Black beveled as per design depth 18"	24" depth 18" depth 16" depth Rate in Per Sft	
12.	Book shelves made of teak board ISI mark having	18" depth	

	compartment upper portion covered with glass door on teakwood frame and lower portion covered with teak board and teak wood corner on top 2"x2" with goderj/Harison lock and fine quality handle as per sample duly lacquer Polish as per design	16" depth Rate in Per Sft	
13.	Conference table made of teakwood leg heavy structure base and top made of teak board 19mm with full glass top 8mm black/brown duly polish as per design	12' x 4' 8' x 4' 7' x 6' 6' x 3'	
14.	Round conference table made of teak wood leg heavy structure base and top made of teak board 19mm with full glass top 8mm black/Brown duly lacquer polish as per design	4' x 4' 3' x 3'	
15.	Teak wood visitor chair heavy structure Oliver design cushion seat & back pin hole cushion 2" ISI mark Padded with U foam high density with approved cloth duly polished.	Each	
16.	Teak wood visitor chair oriental design curve frame heavy structure Oliver design cushion seat & back pin hole cushion 2" ISI mark Padded with U foam high density with approved cloth duly melamine polish.	Each	
17.	Conference chair heavy structure Oliver design cushion seat & back pin hole cushion 2" ISI mark padded wit U foam high density with approved cloth duly polished.	With arm Without arm	
18.	Centre table made of teakwood frame and legs full glass top 10mm duly lacquer Polish as per design	48"x 24" 42" x 21" 36" x 18"	
19.	Corner table made of teak wood frame and legs with full glass top 10mm lacquer Polish as per design	27"x 27" 24"x 24" 21"x 21" 18" x 18"	
20.	Wooden wash basin cum storage cabinet for keeping of crockery cabinet made of teak board or commercial board fixed with laminates 1mm with the provision of keeping stainless steel sink 12" x12" and fitting with looking mirror as per design	Each	
21.	Executive High back revolving chair cushion seat & back with nylon base and PU handle tilting and hydraulic with fine quality approved cloth regular design	Each	
22.	Executive High back revolving chair Polo design cushion seat & back with nylon base hydraulic system extra back support for long seating uplift and UP handle with fine quality approved cloth special design.	Each	
23.	Medium back chair seat and back cushion upholstered with fine quality approved cloth nylon base UP Handle as per designing.	Each	

24.	Visitor chair powder coated heavy tabular frame with UP Handle approved cloth as per design	Each	
25.	Visitor chair powder coated /chrome round frame with UP Handle approved cloth as per design a.	Each	
26.	Computer chair revolving seat & back as per design.	With arm Without arm	
27.	Plastic molded superme/Neelkamal Or ISI mark with velvet cushion seat & back regular design.	Each	
28.	Plastic molded chair Supereme/Neelkamal or any ISI mark round design with velvet cushion seat & back.	Each	
29.	Looking mirror with all side teak wood moulding duly polished.	24" x 18" 36" x 18" 48" x 18" 60" x 18"	
30.	Sofa Set complete teak wood exterior heavy frame duly melamine polish Oliver design padded with pinhole rubber cushion ISI and approved cloth.	Per Seat	
31.	Sofa set deluxe model heavy structure design fully upholstered with cushion 21" x 22" x 4" padded with 40 density U foam and approved cloth.	Per Seat	
32.	Sofa set regular model design fully Upholstered with cushion 21"x22"x4" padded with high 40 density U foam and approved cloth.	Per Seat	
33.	Aluminum partition full size/low height partition made of 1.3/4" x 1.3/4" heavy gauge alluminium section powder coated fixed with 5mm plain/etched glass/laminted board as per design. Other accessories if door required. a. Floor Spring b. Door Closer c. Door handle d. Tower bolt.	Per Sft Each Each Each Each	
34.	Alluminium window using section 38/63mm or 2 1/2" x 11/2" outer section and shutter section 45mmx 45mm powder coated alluminium section gauge 1.5mm thick reflective glass, handle, tower bolt, window complete hardware fittings.	Per Sft	
35.	Wooden paneling made of 2" x 1 1/2" kailwood/chap wood frame duly black Japan paint on batta duly black Japan paint to avoid termit with 12mm teak ply of ISI mark duly fixed with iron clips and grooves and teak wood moulding on top lacqurer polished.	Per Sft	
36.	Wooden paneling made of 2" x 1 1/2" x kailwood/chap wood frame duly black Japan paint on batta duly black Japan Paint to avoid termite with 12mm prelमितned board ISI mark duly fixed with iron clips and grooves and teak wood	Per Sft	

	moulding on top duly lacquer polish.		
37.	Wooden partition made of 2"x2" wooden kail wood batta duly black Japan paint to void termite with both side laminated Board 12mm ISI mark Glunz/Bhutan make duly fixed on iron clips and making and Polishing of groove and 2"x2" corner on top as per design.	Per Sft	
38.	Wooden partition made of 2"x2" wooden kail wood batta duly black Japan paint to avoid termite with side teak board 12mm ISI mark duly lacquer Polish duly fixed on iron clips and making of grooves and 2"x2" corner on top as per design	Per Sft	
39.	Console table made of heavy teak wood frame oriental designs with teak board top all side teak wood moulding with glass top.	36"x 21" x 36"	
40.	P/Fixing of False ceiling wooden Gypsum frame made of pinewood of size 2"x1.5" fitted in 24"x24" centre to centre both ways, chemically treated and 24"x24" decorative tiles fitting on it made of 12mm thick firesistant, insect resistant wave free partical board.	Per Sft	
41.	Wooden Screen partition bamboo make of three panels.	Each	
42.	Wooden Screen partition carving design of teak makes duly polish as per design of three panels.	Each	
43.	Steel almirah 18-gauge body having four shelves making five compartments. With locker Without locker	78" x 36" x 19" 78"x 36" x 19"	
44.	Steel almirah 20/22 gauge body small size	50" x 30" x 17"	
45.	Steel book case with four compartment	66" x 33" x 12"	
46.	Steel filling cabinet side and back top and Bottom 0.8mm lock shall be 1.6mm 2 drawer 3 drawer 4 drawer	Each Each Each	
47.	Steel tabular chair with cane seat & back With arm Without arm	Each Each	
48.	Steel table with laminated top having three drawers on roller channels	60"x 36" 54"x 30" 72" x 36" 48"x 24"	
49.	Steel rack three side close with shelves heavy gauge	72"x 36" x 15" 30" x 36" x	

		15"	
50	POLISH/PAINTING WORK		
a.	Polishing of Paneling.	Per Sft	
b.	Polishing of Table	Each	
c.	Polishing of Side Rack	Each	
d.	Polishing of Almirah	Per Sft	
e.	Polishing of Storage	Per Sft	
f.	Polishing of Workstation	Per Sft	
g.	Painting of Wall	Per Sft	
h.	Painting of False Ceiling	Per Sft	
A. TOTAL			
→→→→			

Flooring work

Sl. No.	Description	Dimension/Unit	Rate
1.	Marbogramite Vitrified polish tiles balle or equal make fixed with chemical adhesive and proper filling with white cement as per sample and design 2'x2'	Per Sft	
2.	Ceramic tiles Orient/Kajaria/Johnson fixed with chemical adhesive and proper filling with white cement as per sample and design size: 16"x16"	Per Sft	
3.	Wooden flooring laminted 8mm thick plank Vista/Unitex /Armstrong brand quality AC 4 Duly fixed with foam and polythene.	Per Sft	
4.	Wooden hard wood flooring 18mm thick Vista/span make duly fixed with 12mm commercial ply and foam & polythene.	Per Sft	
5.	Plastic emulsion paint ICI/Nerolac or other branded company to apply three to four coats for smooth surface.	Per Sft	
6.	Door mats coir thick quality as per design.	Per Sft	
7.	Door mats rubber with plastics coated back best quality as per design.	Per Sft	
8.	Vinyl flooring 2mm thick ISI mark including fixing charges	Per Sft	
9.	White Notice Board—Alluminium Beading with magnetic brush and markers.	Per Sft	
10.	Alluminium Ladder (i) With Platform	Per Rft	
	(ii) Without platform	Per Rft	
11.	Back Rest (Amron)—Executive	Each	
	Non Executive	Each	
B. TOTAL			
→→→→→			
ELECTRICAL WORK			

a.	Providing & fixing of Light size: - 595mm x 595mm make of Philips/ Crompton.	Each	
b.	Providing & fixing of Spot Lights of Philips/Crompton make	Each	
c.	Providing & fixing of Power Point.	Per Points	
d.	Providing & fixing of Wiring work.	Per Mtr.	
e.	Providing and fixing of window air conditioner 1.5 ton of reputed brand with at least 4 star BEE rating certificate with compatible stabilizer and material	Each	
f.	Providing and fixing of split air conditioner 1.5 ton of reputed brand with at least 4 star BEE rating certificate with compatible stabilizer and material	Each	
g.	Providing and fixing of window air conditioner 2.0 ton of reputed brand with at least 4 star BEE rating certificate with compatible stabilizer and material	Each	
h.	Providing and fixing of split air conditioner 2.0 ton of reputed brand with at least 4 star BEE rating certificate with compatible stabilizer and material	Each	
i.	Providing and fixing of ceiling fan 48" sweep with BEE certificate of reputed brand	Each	
j.	Providing and fixing of cabin fan with BEE certificate of reputed brand	Each	
C. TOTAL		→→→→→	

Grand total of A, B & C in figure :
Grand total of A, B & C in words :

SECTION VI

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Subject: Authorization for attending **bid opening** on _____ (date) in the tender of _____.

Following is hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____ (Bidder)

Order of Preference	Name	Specimen Signatures
_____	_____	_____

Alternate
Representative

**Signatures of bidder
or
Officer authorized to sign the bid
documents on behalf of the bidder.**

Note:

1. Maximum of one representative will be permitted to attend bid opening and representative at Sl. No. 1 will be allowed. Alternate representative will be permitted when regular representative at Sl. No. 1 is not able to attend.
2. Permission for entry to the hall where bids are opened, may be refused in case authorization as prescribed above is not received.

SECTION VII

PERFORMANCE SECURITY GUARANTEE (BOND FORM)

[To be furnished on non-judicial stamp paper of Rs. 50/-. Use of Stamps /any other means in lieu of Non-Judicial Stamp paper shall lead to outright rejection of the Bid.]

1. In consideration of, Under Secretary (GA) (hereinafter called "the MoEF") having agreed to exempt _____ (hereinafter called 'the said Contractor(s)') from the demand, under the terms and conditions of an agreement/ (Purchase Order) No. _____ Dated _____ made between _____ and _____ for _____ for the work of _____ (hereinafter called 'the said Agreement'), of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for _____ We, (Name of the bank) _____ (hereinafter referred to as "the Bank") at the request of _____ (contractor(s)) do hereby undertake to pay to the MoEF an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by MoEF by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (Name of the bank) _____ do hereby , undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from MoEF stating that the amount claimed is due by way of loss or

damage caused to or would be caused to or suffered by MoEF by reason of breach by the said Contractor(s)' of any of the terms and conditions contained in the said Agreement or by reason of the contractor(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of MoEF in these counts shall be final and binding on the bank. However, our Liability under this guarantee shall be restricted to an amount not exceeding _____.

3. We undertake to pay to the MoEF any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/ supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment hereunder and the contractor(s)/ supplier(s) shall have no claim against us for making such payment.

4. We (Name of the Bank) _____ further agree, that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of MoEF under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ MoEF certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of **Two and a Half Years** from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We (Name of the bank) _____ further agree, with the MoEF that the MoEF shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the MoEF against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the MoEF or any indulgence by the MoEF to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/ supplier(s).

7. We (name of the bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the MoEF in writing.

Dated the _____ day of _____
For _____
(indicate the name of the bank)

SECTION VIII

FORMAT FOR AGREEMENT

The successful tenderer shall have to execute the following agreement;

This agreement made on the _____ day of (Month) _____ (Years) _____ between M/s _____ herein after called "The contractor" (which expression shall unless excluded by or repugnant to the context include its successors, heir, executors, administrative representative and assignee) of the one part & US (GA), Ministry of Environment & Forests, Delhi on behalf of President of India, hereinafter referred to as the US(GA), of other part.

Where as the contractor has offered to enter into contract with the said Government of India for the **supply of furniture and renovation of rooms in Ministry of Environment and Forests, Paryavaran Bhawan, CGO Complex, N.Delhi** on the terms and conditions herein contained and the rates approved by the Government (copy of rates annexed) have been duly accepted and where as the necessary security deposits have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposits.

Now these presents witness and it is hereby agreed and declared by and between the parties to these presents as follows.

- 1) The contractor shall during the period of this contract that is to say from _____ to _____, safety carryout, by means of labours employed at his own expenses and by means of tools, implements and equipment etc. to be supplied by him for the above mentioned work in tender documents (annexed to the agreement), when the government or any other persons authorized by **US (GA)** in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.
- 2) The NIT(notice inviting tender), Bid documents (Qualifying and Financial), letter of intent, approved rates, annexed hereto and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression "The Agreement" or "The Contact" wherever herein used.
- 3) The contractor hereby declares that nobody connected with or in the employment of the Ministry of Environment & Forests is not/shall not ever be admitted as partner in the firm.
- 4) The contractor shall abide by the terms and conditions, rules, guidelines etc. stipulated in the tender document including any correspondence between the contractor and the Government having bearing or execution of work and payments of work to be done under the contract.

In witness whereof the parties presents have here into set their respective hands and seals the day and year in _____

Above written:

Signed sealed & Delivered by the
Above named contractor in the
Presence of

Witness:

- 1.
- 2.

Signed & Delivered on behalf of the
Ministry of Environment & Forests

ANNEXURE

PRE CONTRACT INTERGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the integrity Pact) is made on _____ day of the month of _____ 2010, between, on one hand, the President of India acting through Shri _____, Designation on the offer, Ministry/Department, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part of M/s. _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and
WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

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 the subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said store/equipment at a competitive price conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER 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 BUYER

- 1.1 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.
- 1.2 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
- 1.3 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.
 - 2 In case 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 dealing 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

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its 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 commit itself to the following:-

3.1 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 officials of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third related to the contract in exchange for any advantage in the bidding, evaluation contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it 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 Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

3.3 The BIDDER, either while presenting the bid or during pre-contact negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make 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.

3.4 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.

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

3.6 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.

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

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

3.9 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 BUYER, or alternatively, if any 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.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.10 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.

4 Previous Transgression

4.1 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 Enterprises in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it 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 reasons.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount _____ (to be specified in RFP) as Earnest Money/Security Deposit, within the BUYER through any of the following instruments:

(i) Bank Draft or a Pay Order in favour of _____

(ii) A confirmed guarantee by an Indian Nationalised 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 of payment.

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

5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the 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 incase of a decision by the BUYER to forfeit

the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 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 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 reasons or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) 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, 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 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. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government 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) In case where irrevocable letter of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) 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.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any statute enacted for prevention of corruption.

6.3 The decision of the BUYER 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. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this PACT.

7 Fall Clause

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

8 Independent Monitors

8.1 The BUYER has appointed independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given)

8.2 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.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of the meetings.

8.5 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 BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER 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 shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meeting among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should be occasion arise, submit proposals for correcting problematic situations.

9 Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts 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.

10 **Law and Place of Jurisdiction**

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

11 **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.

12 **Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 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.

13 The parties hereby sign this Integrity Pact at _____ on _____

BUYER
Name of the Officer
Designation
Deptt./Ministry/PSU

BIDDER
CHIEF EXECUTIVE OFFICER

Witness
1. _____

Witness
1. _____

2. _____

2. _____

*Provision of these clauses would need to be amended/deleted in line with the policy of the BUYER in regard to involvement of the Indian agents of foreign suppliers.