

**NOTICE INVITING TENDER**  
**(Closing date : 1500 hours of 30<sup>th</sup> December, 2011)**

**Tender No. MoEF/RC/2011-12**

Subject: Tender for procurement of IT related items from bonafied suppliers for supply of IT related items to the Ministry of Environment and Forests.

**Section - I**

Sealed tenders are invited from interested firms fulfilling the qualifying criteria for supply of computer accessories, add-on items, printer cartridges, etc., to the Ministry of Environment & Forests (MoEF), Paryavaran Bhawan, CGO Complex, Lodhi Road, New Delhi, as per terms and conditions detailed out in the following paragraphs.

2. **Qualifying Criteria:** Only registered and bonafied firms having experience in the relevant field for at least five years need to apply. While submitting the tender, the bidder shall furnish following certificates/documents to this Ministry:

- (i) Proof of supply of computer accessories, add-on items, printer cartridges, etc., of at least Rs.5 lacs (Rupees five lacs only) during each of last three financial years, i.e. years 2008-09, 2009-10 and 2010-2011 to Central/State Government offices/PSUs. Documentary evidence of execution of supply orders signed by an officer not below the level of Section Officer should be produced. Mere production of supply orders would not suffice.
- (ii) Annual turnover certificate of the firm certified by Chartered Accountant for at least Rs.25 lacs (Rupees twenty five lacs) during each of last two financial years, i.e. years 2009-2010 and 2010-2011;
- (iii) The firm should be registered with NCCF/Kendriya Bhandar for supply of IT related items;
- (iv) Valid certificates of Income Tax clearance, payment of Service Tax, VAT and any other tax as applicable for last two years;
- (v) Details of the firm/company in case of Partnership Firm,
- (vi) Ink-signed certificate of authorized dealer/distributor/channel partner for printer cartridges issued by HP/Samsung in the

company's letter head covering entire period of this contract. Bids without the certificate shall be summarily rejected.

### 3. Performance Security :

3.1 The successful bidder(s) shall be required to deposit an amount of Rs.5.00 lakh (Rupees five lakh only) within 2 weeks of conveying MOEF's intention for accepting the bid as Performance Security.

3.2 Performance Security shall be submitted in the form of Bank Guarantee issued by a scheduled Bank and in the Proforma provided in **Annexure-3** of the bid document. Performance Security can also be accepted in the form of Demand Draft in favour of Pay and Accounts Officer, Ministry of Environment and Forests, New Delhi. Performance Security will not bear any interest while in the custody of MOEF.

3.3 Performance Security will be discharged after completion of the contractor's performance obligations under the contract.

3.4 If the contractor fails or neglects any of his obligations under the contract it shall be lawful for MOEF to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

4. **Material and equipment:** The MoEF shall provide the Bench Mark quality specification/ brand of the computer accessories, add-on items, printer cartridges, etc to be supplied, wherever necessary. Any deviation from the approved brand/specification/quality shall be viewed seriously. MoEF reserves the absolute right to reject any computer accessories, add-on items, printer cartridges, etc which, in its opinion, is not of approved brand/specification/quality, and the contractor shall be liable to take back such items at his risk and costs. Decision of MoEF in this regard shall be final and binding on the contractor. Repeated supply of inferior quality computer accessories, add-on items, printer cartridges, etc., shall make the contract liable to cancellation and forfeiture of performance security in whole or part thereof at the discretion of MoEF.

5. **Right to Accept or Reject:** MOEF shall not be bound to accept the lowest or any tender and reserves to itself the right to accept or reject any bid or to accept whole or a portion of a bid, as it may deem fit, without assigning any reason thereof and without incurring any liability to the affected bidder(s) for the action of MOEF. MoEF also reserves the right to award supply order to two or more bidders, if it feels expedient to do so, in accordance with extant Government guidelines on the subject.

### 6. Bid Forms (Two Bid Format).

- a. The bid should be submitted in **two covers**; ***One*** superscribing 'Technical Bid' and the ***Second*** superscribing 'Financial Bid' and both the envelopes should be put in another envelope and this envelope should be superscripted "**Tender for supply of computer accessories, add-on items, printer cartridges, etc.,**". All the three envelopes are to be duly

- sealed. Technical Bid and Financial Bid shall be opened separately. No indication of the Prices shall be made in the Technical Bid.
- b. Tender will be opened in the presence of Bidders present at 1600 hours on the closing day as per schedule mentioned in the NIT. Technical Bids of the Tenders received will be opened on that day and the Sealed Financial Bids will be kept in MOEF custody. The Time, Date and Venue of the opening of FINANCIAL BIDS will be intimated only to those technically qualified Bidders, whose Technical Bid is accepted after evaluation of details and documents furnished by the bidders. No correspondence in this regard will be entertained. Incomplete bids, technical and financial bids submitted in a format other than the prescribed format or bids in which both the technical Bid and Financial Bid are found in the same envelope is liable to be rejected. Format of Technical Bid is given at **Annexure-1**. Format of Financial Bid is given at **Annexure-2**. **The format for Financial Bid shall not be changed in any manner**. All Columns should be furnished with relevant details and no column should be left blank. Addition / deletion / alteration of the text will automatically render the tender invalid and therefore, will be summarily rejected.
  - c. Financial Bid of the selected bidders only will be opened.
  - d. Bidders shall furnish the documents as per Technical Bid Form at **Annexure-1**. Every page of the bid documents should be signed by the bidder as a token of having read and understood the terms and conditions of the tender.
  - e. The sealed tenders, complete in all respects, may be dropped in the tender box of MoEF kept at ground floor of Paryavaran Bhavan **upto 1500 hours of 30<sup>th</sup> December, 2011**.
  - f. 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.
  - g. Request for revision of rate shall not be entertained under any circumstances during the period of contract.

**7. 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 6.**

## SECTION-II

### CONTRACTOR'S OBLIGATIONS

1. The contractor shall supply on demand computer accessories, add-on items, printer cartridges, etc., of approved make, specification, quality and price as and when required.
2. Quantity of computer accessories, add-on items, printer cartridges, etc., to be supplied may vary from time to time. MoEF shall place the order as per the actual requirement only from time to time.
3. The contractor shall supply the computer accessories, add-on items, printer cartridges, etc., as per written supply order within three working days of date of the supply order. All items of the supply order shall be supplied at one go as per quantity mentioned in the supply order. The MoEF shall not accept part supply of any item under any circumstances. The delivery challan shall be got signed by the SO(GA)/Dealing Assistant as a proof of having supplied the items in full and the same should be attached with bills for payment.
4. If, for reasons of unavailability or short supply, the contractor is unable to supply any particular item of the supply order within three working days, the Ministry may ask for substitute item of equivalent price and the contractor shall be liable to supply the item in required quantity without any extra charge.

**5. Debarring Conditions:-**

- (i) Firms/companies/dealers registered in the name of any employee of MoEF or their close relatives are debarred from submitting bids under this notice. Certificate to the effect that the bidding firm/company/dealer has no personal or official link with any employee of MoEF shall be given by all bidders alongwith the bid.
- (ii) No sub-contracting of the Service allotted is permissible by MOEF. The near relatives of all MOEF employees either directly recruited or on deputation are prohibited from participation in this tender.
- (iii) The contractor shall not engage any person below 18 years of age for dealings with MoEF.

**6. MOEF will not have obligation:-**

- (i) No liability whatsoever for payment of wages/salaries and other benefits and allowances to the personnel engaged by the contractor that might become applicable under any Act or Order of the Govt. in this regard and the contractor shall indemnify MOEF against any/all claims which may arise under the provisions of various Acts, Government Orders etc. and any breach of such laws or regulations shall be deemed to be breach of this contract.
- (ii) The contractor shall be the employer for his workers and MOEF will not be held responsible fully or partially for any dispute that may arise between the service provider and his workers.

## General conditions

7. Fall Clause : The rates charged under the rate contract should 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.
8. Validity of the contract : In normal circumstances, the period of the contract shall be for a period of one year. However, the contract may be extended for a further period of one year on mutual consent on same rate and terms and conditions.
9. Payments:
  - (a) The bills in duplicate, for the IT items supplied shall be prepared on the basis of approved rates and submitted to MoEF, for effecting payment together with the delivery challans duly signed by SO(GA)/Dealing Assistant at the time of delivery. No advance payment shall be made for supply of the IT items.
  - (b) The payment will be released on monthly basis through crossed cheque/ECS and income tax and other taxes, if any, shall be deducted against bill submitted.

( S Mahapatra )  
Under Secretary(GA)  
Tele:24363021

**Tender for supply of computer accessories, add-on items, printer cartridges, etc., to the Ministry of Environment and Forests.**

Tender Ref:

Date:

**TECHNICAL BID**

To be filled in by the Bidder (enclose copy of documents to support your statement)

1.	Name and Postal Address of the Bidder: _____ Phone: _____ Mobile: _____ Fax: _____ E-Mail: _____
	<b>Enclose self attested copies of documents in support of following :</b>
2.	(i) Proof of supply of computer accessories, add-on items, printer cartridges, etc., of at least Rs.5 lacs (Rupees five lacs only) during each of last three financial years, i.e. years 2008-09, 2009-10 and 2010-2011 to Central/State Government offices/PSUs. Documentary evidence of execution of supply orders signed by an officer not below the level of Section Officer should be produced. Mere production of supply orders would not suffice. (ii) Annual turnover certificate of the firm certified by Chartered Accountant for at least Rs.25 lacs (Rupees twenty five lacs) during each of last two financial years, i.e. years 2009-2010 and 2010-2011; (iii) Registration certificate with NCCF/Kendriya Bhandar for supply of IT related items; (iv) Valid certificates of Income Tax clearance, payment of Service Tax, VAT and any other tax as applicable for last two years; (v) Details of the firm/company in case of Partnership Firm, (vi) Ink-signed certificate of authorized dealer/distributor/channel partner for printer cartridges issued by HP/Samsung in the company's letter head covering entire period of this contract.
3.a	Income Tax Permanent account Number (PAN) : (attach Proof)
3.b	Service Tax Registration Number : (attach Proof)
4.	Experience (attach performance Certificate from the Govt. / PSU Companies : _____ Years

Signature and seal of the bidder or authorized representative :

**Tender for supply of Printer cartridges, computer accessories, add-on items, software, consumables, etc., to the Ministry of Environment and Forests**

Tender Ref:

Date:

**FINANCIAL BID**

	Name / Description of the item	Brand /Size / Specification	Unit	Unit price (Rs.)
1.	Printer cartridge HP-15D	HP	One	
2.	Printer cartridge HP-17D	HP	One	
3.	Printer cartridge HP-23D	HP	One	
4.	Printer cartridge HP-21	HP	One	
5.	Printer cartridge HP-22	HP	One	
6.	Printer cartridge HP-56	HP	One	
7.	Printer cartridge HP-57	HP	One	
8.	Printer cartridge HP-49A	HP	One	
9.	Printer cartridge HP-15A	HP	One	
10.	Printer cartridge HP-12A	HP	One	
11.	Printer cartridge HP-24A	HP	One	
12.	Printer cartridge HP-03F	HP	One	
13.	Printer cartridge HP-06F	HP	One	
14.	Printer cartridge HP-11A	HP	One	
15.	Printer cartridge HP-61X	HP	One	
16.	Printer cartridge HP-45 D	HP	One	
17.	Printer cartridge HP-78D	HP	One	
18.	Printer cartridge HP-4810,11,12,13	HP	One	
19.	Printer cartridge HP-6470,71,72,73	HP	One	
20.	Printer cartridge HP-3960,61,62,63,64	HP	One	
21.	Printer cartridge HP-388A	HP	One	
22.	Printer cartridge HP-4092A	HP	One	
23.	Printer cartridge HP-860-861	HP	One	
24.	Printer cartridge HP-2410A	HP	One	
25.	Printer cartridge HP-7553A	HP	One	
26.	Printer cartridge HP-911,12,13,14	HP	One	
27.	Printer cartridge HP-540,41,42,43	HP	One	
28.	Printer cartridge Canon-EP-26	Canon	One	
29.	Printer cartridge Canon-IP-3300	Canon	One	
30.	Printer cartridge Canon-301 colour set	Canon	One	

31.	Printer cartridge Samsung-ML-(108)	Samsung	One	
32.	Printer cartridge Samsung-409 colour set	Samsung	One	
33.	Printer cartridge Lexmark/12A/8400	Lexmark	One	
34.	Printer cartridge Xerox Phaser-6110	Xerox	One	
35.	Printer cartridge Konika Minolta-4600en	Konika	One	
36.	Printer cartridge Konika Minolta-5430D	Konika	One	
37.	Printer cartridge Konika Minolta-7440 colour	Konika	One	
38.	Printer cartridge Samsung SCX 4521 D	Samsung	One	
39.	Printer cartridge Samsung SCX 4216 D3	Samsung	One	
40.	Printer cartridge Samsung 5100 D	Samsung	One	
41.	Printer cartridge Black Ink M 41 S/43 S	Canon	One	
42.	Printer cartridge Canon FX 9	Canon	One	
43.	Adopter	ISI marked	One	
44.	CDR	Moserbear 700 MB	Pack of 10	
45.	CDRW	Moserbear 700 MB	Pack of 10	
46.	CD mailer		One	
47.	DVDR	Moserbear - 3 GB	Pack of 10	
48.	DVDRW	Moserbear - 3 GB	Pack of 10	
49.	Floppy	Moserbear	Pack of 10	
50.	Ante - virus software	Macafee / Norton	One	
51.	Portable Hard Disc (Palm Drive)	Samsung / Seagate : 250 GB	One	
52.	Portable Hard Disc (Palm Drive)	Samsung / Seagate : 320 GB	One	
53.	Portable Hard Disc (Palm Drive)	Samsung / Seagate : 500GB	One	
54.	Head Phone with Mike	Logitech	One	
55.	Key Board	Logitech	One	
56.	Optical mouse	Logitech	One	
57.	Mouse pad	Logitech	One	
58.	Power cable	ISI marked	One	

59.	Pen drive	Kingston/ Transcend 2 GB	One	
60.	Pen drive	Kingston/ Transcend 4 GB	One	
61.	Pen drive	Kingston/ Transcend 8 GB	One	
62.	Pen drive	Kingston/ Transcend 16 GB	One	
63.	RAM	512 MB	One	
64.	RAM	1GB	One	
65.	RAM	2GB	One	
66.	PC Speaker (2.0 system)	Creative	One	
67.	USB cable standard	ISI marked	One	
68.	VGA cable standard	ISI marked	One	
69.	Web Camera	Logitech	One	
<b>TOTAL UNIT PRICE</b>			—————>	

### PERFORMANCE SECURITY BOND

In consideration of Ministry of Environment and Forests, New Delhi (here in after called the MOEF, New Delhi) having agreed to exempt

\_\_\_\_\_ (here in after called the said Service Provider(S) from the demand of security deposit / earnest money of Rs. \_\_\_\_\_ on production of Bank Guarantee for Rs. \_\_\_\_\_. For the due fulfillment by the said Service Providers of the terms & conditions to be contained in an Agreement in connection with the contract for supply of \_\_\_\_\_ we, (name of the bank) \_\_\_\_\_ (here in after referred to as "the Bank") at the request of \_\_\_\_\_ Service Provider's do hereby undertake to pay to the MOEF, \_\_\_\_\_ an amount of not exceeding \_\_\_\_\_, against any loss or damage caused to or suffered or would be caused to or suffered by the MOEF, \_\_\_\_\_ by reason of any breach by the said Service Provider's of any of the terms & 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 the MOEF, \_\_\_\_\_ stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the MOEF, \_\_\_\_\_ reason of breach by the said Service Provider's of any of the terms & conditions contained in the said agreement or by reason of the Service Providers 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 the 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 \_\_\_\_\_ Rs. \_\_\_\_\_.
3. We undertake to pay to the MOEF, \_\_\_\_\_ any money so demanded not withstanding any disputes raised by the Service Provider(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating there to our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Service Provider(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 immediately for a period of one year from date herein and further agrees to

extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the 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 & conditions of the said agreement have been fully and properly carried out by the said Service Provider(s) and accordingly discharges this guarantee.

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 here under to vary and of the terms & conditions of the said agreement or to extend time of performance by the said contactor(s) from time to time or to postpone for any time to time any of the powers exercisable by the MOEF, \_\_\_\_\_ against the said Service Provider(s) and to forbear or enforce any of the terms & 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 Service Provider(s) or for any forbearance, and or any omission on the part of

the MOEF, \_\_\_\_\_ or any indulgence by the MOEF, \_\_\_\_\_ to the said Service Provider(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 Service Provider(s) / supplier(s)

7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by MOEF.

Dated : \_\_\_\_\_

For \_\_\_\_\_  
(Indicating the name of the bank)

N.B. This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the stamp act.

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**  
(To reach on \_\_\_\_\_ or before date of bid opening)

To

The  
Under Secretary(GA)  
Ministry of Environment and Forests  
Paryavaran Bhavan  
CGO Complex, Lodhi Road  
New Delhi-110003.

Subject - Authorisation for attending bid opening on \_\_\_\_\_  
(date) in the Tender of  
\_\_\_\_\_.

Following persons are hereby authorized to attend the bid opening for  
the tender mentioned above on behalf of  
\_\_\_\_\_ (Bidder) in order of preference given  
below.

**Order of Preference**  
**Specimen Signature**

**Name**

- I.
- II.

Alternate Representative

Signature of bidder

Or

Officer authorized to sign the bid  
Documents on behalf of the bidder

- Note: 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are 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.

**CERTIFICATE REGARDING NON-RELATIVE WORKING IN MOEF**

1. The tenderer or his staff shall not be a working officer/official of the MOEF. The near relatives of all MOEF employees either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as :

- a) Members of a Hindu Undivided family.
- b) They are husband and wife.
- c) The one is related to the other in the manner as father, mother son(s), son's wife (daughter-in-law) Daughter(s) & daughter's husband(son-in-law) brother(s) & brother's wife, sister(s) & sister's husband(brother-in-law).

2. **The tenderer (s) should give a certificate to the effect that none of his/her such relative is working in the units of MOEF as defined above.** In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of limited company by all Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender work will be cancelled and security deposit will be forfeited at any stage whenever it is noticed. The MOEF will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

**CERTIFICATE**

**A. Certified that none of my/our near relative/relatives is/are working any where in MOEF.**

**B .The format of certificate is**

" I/we..... S/O.....  
 .....r/o.....

hereby certify that none of my/our relative (s) as defined above is/are employed in MOEF as per details given above. In case at any stage, it is found that the information given by me/us is false/incorrect, MOEF shall have the absolute right to take any action as deemed fit/without any prior intimation to me/us"

DATE-----

SIGNATURE OF TENDERER WITH SEAL

## ANNEXURE-6

### PRE CONTRACT INTEGRITY PACT

#### General

This pre-bid pre-contract Agreement (hereinafter called the integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2012, 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 far, 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 in case 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 an 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 a 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 r3ason 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 o 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 OFICER

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.