

F. No. 15017/1/2010-GA
Government of India
Ministry of Environment & Forests

Paryavaran Bhavan
CGO Complex, Lodhi Road
New Delhi, Dated : 12th December, 2011

NOTICE INVITING TENDER
(Closing date : 1500 hours of 30th December, 2011)

Tender No. MoEF/2011-12

Subject: Tender for supply of stationery and stores to the Ministry of Environment and Forests.

Section - I

Sealed tenders are invited from interested firms fulfilling the qualifying criteria for supply of stationery and stores 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 have to furnish to this Ministry self attested copies of following certificates/documents:

- (i) Proof of supply of stationery and stores 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 stationery and stores.
- (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,

3. **Performance Security :**

3.1 The successful bidder shall be required to deposit an amount of Rs.5 lakhs (Rupees five lacs 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 Performa 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 stationery and stores 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 stationery/stores 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 stationery and stores 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 orders 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 **Second** superscribing 'Financial Bid' and both the envelopes should be put in another envelope and this envelope should be superscripted "**Tender for supply of stationery and stores**". 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. Formats 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 30th 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.

SECTION-II

CONTRACTOR'S OBLIGATIONS

1. The contractor shall supply on demand stationery and stores of approved make, specification, quality and price as and when required.
2. Quantity of stationery and stores 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 stationery and stores 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 stationery/stores 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 relative 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 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.
- 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 stationery and stores 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 stationery/stores.

- (b) The payment is released on monthly basis through crossed cheque/ECS/RTGS and income tax and other taxes, if any, shall be deducted against bill submitted.

10. 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.

11. 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.

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

**Tender for supply of stationery and stores 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:
	Enclose self attested copies of documents in support of following :	
2.	<p>(i) Proof of supply of stationery and stores 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.</p> <p>(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;</p> <p>(iii) Registration certificate with NCCF/Kendriya Bhandar for supply of stationery and stores.</p> <p>(iv) Valid certificates of Income Tax clearance, payment of Service Tax, VAT and any other tax as applicable for last two years;</p> <p>(v) Details of the firm/company in case of Partnership Firm,</p>	
3.	Income Tax Permanent account Number (PAN) : (attach Proof)	
4.	Service Tax Registration Number : (attach Proof)	
5.	Experience (attach performance Certificate from the Govt. / PSU Companies : _____ Years	

Signature and seal of the bidder or authorized representative :

**Tender for supply of stationery and stores to the Ministry of
Environment
and Forests.**

Tender Ref:

Date:

FINANCIAL BID

	Name/Description of items	Brand / Specification	Size	Unit	Unit price
1.	Standard Calculator	Citizen/Casio		One	
2.	Electric Kettle	Philips/ Maharaja /Nova /Bajaj		One	
3.	Fancy/Cut Glass	Yera (polish fancy)		set of six	
4.	Tumbler Glass	Yera		set of six	
5.	Cup & plate	Seashell Gold Line /Bone China		set of six	
6.	Bowls	Golden Line		set of six	
7.	Single Punch Machine	Kangaroo		One	
8.	Dubble Punch Machine	Kangaroo		One	
9.	Spoon	Steel (Venus)		Dozen	
10.	Gum Bottle	Camel 150 ml		One	
11.	Gum bottle	Camel 500 ml		One	
12.	Gum Tube	Vamigum/chelpark 30ml		One	
13.	Marker Pen	Luxor		Pkt of 10	
14.	Parmanent Marker Pen	Luxor		Pkt of 10	
15.	Button Folder			One	
16.	Glossy Paper	Shipra Digital / Kodak Photo print		One ream	
17.	Thermous flask	Eagal 1 Itr.(Plastic Body)		One	
18.	Wall Clock	Ajanta		One	
19.	Transparent Sheet	Unbrand		Pkt of 100	
20.	Feviquick	3 gm		One	
21.	Pen	Hi Tech V5		One	
22.	Pen	Uniball micro		One	
23.	Paper Weight glass	Big		One	
24.	Highlighter	Luxor Gloliter		One	
25.	Dairy Register	Unbranded		One	
26.	Dispatch Register	-do-		One	
27.	File Movement Register	-do-		One	
28.	File Register	-do-		One	
29.	Assistant Register	-do-		One	
30.	Rule Register 4 quire	-do-		One	

31.	Matrix Diary		One	
32.	Glue Stick	15 Gm Koreas	One	
33.	File Tray	Plastic	One	
34.	Duster White	Small good quality	Dozen	
35.	Pocket folder with separator		One	
36.	Sketch Pen	Luxor	Pkt of 10	
37.	Post it flag	Stic-on 3 cloured	One	
38.	Steno Note Book	Neelgagan	One	
39.	Correcting Pen	Koreas / Camline	One	
40.	White Fluid	Kores Eraz-ex	One	
41.	Dak Pad	Unbrand (Raxin)	One	
42.	Signature Pad	-do-	One	
43.	Plastic Folder white (Glossy Paper)	Citizen(Inkjet) /Rainbow	Pkt of 100	
44.	Pen	Trimax	One	
45.	Stapler Pin	Kangaroo 10	Box of 20 pkt	
46.	Stepler Pin	Kangaroo 24/6	Box of 20 pkt	
47.	Stapler Small	Kangaroo No.10	Box of 10 pkt	
48.	Stapler mediun	Kangaroo No.24/6	Box of 10 pkt	
49.	Dura Cell battery	AA	One	
50.	Dura Cell battery	AAA	One	
51.	Pencil	Natraj HB	Pkt of 10	
52.	Shorthand Pencil	Apsara HB	Pkt of 10	
53.	Spiral Note Book	Century	One	
54.	Pen	Pilot 0.5	Pkt of 12	
55.	Peon Book	Unbrand	One	
56.	Attendance Register	-do-	One	
57.	Gems Clips	Plastic quoted	Box of 10 pkt	
58.	Rubber Band	Liloon	One pkt	
59.	Binder Clips 41 mm, 32mm & 19 mm	Yihai & Infinity	Box of 12	
60.	Scissors	9" steel Omex	One	
61.	Scale	Natraj/ Star 12"	Box of 10	
62.	Costar	Desire 6 pc. Sets	Pkt of 6	
63.	Jug Plastic	Cello	One	
64.	Adhesive Tape	3M/Cello(Small)	Box of 12 rolls	
65.	Adhesive Tap Brown	3M/Cell Brown (Big)	Box of 6 rolls	
66.	Paper Cutter	Natraj Small	One	
67.	Candle 200 gms	Good quality	box of 6 pkt	
68.	Thread Ball good quality	White	Pkt of 10	

69.	Match Box	Ship	Pkt of 10	
70.	Markeen Cloth	Good quality	One meter	
71.	Tag good quality cotton/white	White	One pkt	
72.	Dustbin Big Plan	Cello	One	
73.	All Pin	Omex	One box	
74.	Plastic Folder		One	
75.	Jotter Pen	Reynolds	Pkt of 10	
76.	Ordinary Pen Reynolds	Reynolds	Pkt of 10	
77.	Pointic Pen	Cello	Pkt of 10	
78.	Add gel Pen	Achiver	Pkt of 10	
79.	Jotter Refill	Reynolds	Pkt of 10	
80.	Refill	Add gel	Pkt of 10	
81.	Pointic Refil	Cello	Pkt of 10	
82.	Pencil Sharpner	Natraj	Box of 20	
83.	Eraser	Natraj	Box of 20	
84.	Pen Stand with Pen	Kebica	One	
85.	Damper	Omex	Box of 6	
86.	Carbon Sheet	Koreas	Pkt of 100	
87.	Sutli Plastic/Jute	No brand	Per kg	
88.	Envelope	5 No.	Bundle of 250	
89.	Envelope	6 No.	Bundle of 250	
90.	Envelopes	Book Size	Bundle of 250	
91.	Envelopes	Full Size	Bundle of 250	
92.	File Board	Un brand	Dozen	
93.	File Cover	Unbrand	Dozen	
94.	Photocopy Paper	A4 size 75 GSM	Ream (500 sheet)	
95.	Photocopy Paper	A3 size 75 GSM	Ream (500 sheet)	
96.	Slip Pad	Century	One	
97.	Rajya Sabha & Lok Sabha Folder	Good quality	One	
98.	Tea set	Seashell (Bone china)	Set of 6	
99.	Full Plate set	Seashell (Bone China)	Set of 6	
100.	Half Plate set	Seashell (Bone China)	Set of 6	
101.	Pad Lock (Big)	Godrej / Harrison	One	
102.	Pad Lock (Medium)	Godrej / Harrison	One	
103.	Pad Lock (Small)	Godrej / Harrison	One	
104.	Battery Cell (AA)	Eveready/ Nippo / BPL	One	
105.	Towel (Big)	Jacquard Graphix	One	
106.	Towel (Medium)	Jacquard Mystique	One	
107.	Towel (Small)	Jacquard Jasmine	One	
108.	Torch (2 cell)	Eveready	One	

109.	Mosquito Repellent Machine	All Out	One	
110.	Mosquito Repellent Refill	All Out	One	
111.	Tube Light (48")	Philips/ Surya/ Laxman Sylvania	One	
112.	CFL (20 watts, pin type)	Philips/ Surya/ Laxman Sylvania	One	
113.	CFL Chock	Philips/ Surya/ Laxman Sylvania	One	
114.	Muriatic Acid	5 litre jar	One	
115.	White Duster		Dozen	
116.	Floor Duster		Dozwn	
117.	Homocol Cubes		One pkt	
118.	Homocol Liquid Soap	Supreme	5 litre tin	
119.	Narial Seek Jharoo	Master	One	
120.	Synthetic Phool Jharoo	Master	One	
121.	Napthelne Balls	Trishul	500 gm pkt	
122.	Soap Cake 100 gm	Lux	One	
123.	Vim Ultra	Vim	One pkt	
124.	Wiper plastic quoted steel pipe	KEM	One	
125.	Finit	Bygaon	5 litre tin	
126.	Cleanzo Metropol		1 litre	
127.	Phyenyl	Trishul	5 litre tin	
128.	Odonil	Big	One	
129.	Room Freshner	Yardley	200 ml bottle	
130.	Hit Spray (black)	Godrej big	One	
131.	Hit (red)	Godrej big	One	
132.	Yellow Duster	Fine 40x40	One	
133.	Liquid Soap	Dettol	Bottle	
134.	Glass cleaning spray	Colin	500 ml bottle	
135.	Harpik	500 ml.	One	
136.	Tissue Paper	Mistique / Wintex / Ultima	Pkt	
137.	Plastic Mug	Medium size	One	
138.	Plastic Bucket	100 litre thick plastic	One	
139.	Toilet paper	Daffodil	Roll	
140.	Soap case	Good quality	One	
TOTAL UNIT PRICE			—————>	

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 notwithstanding 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	Name
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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 of the officer, 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 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 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 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 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.