

F.No.26019/2/2012-GA(Pt.1)
Ministry of Environment and Forests
Government of India

Paryavaran Bhavan
CGO Complex, Lodhi Road
New Delhi
Dated: 24.07.2013

NOTICE INVITING TENDER

(Closing date 3.00 PM on 19.08.2013)

Ministry of Environment and Forests (MoEF) intends to hire commercial vehicles like Toyota Innova / Mahindra Scorpio / TATA Indigo, etc., on daily hiring basis for temporary, long distance and outstation duties. The vehicles should be **of 2011 or later make** and in excellent condition for supplying on daily basis as and when required by the Ministry of Environment & Forests at Paryavaran Bhavan, CGO Complex, Lodi Road, New Delhi. **The contract shall be for a period of one year initially. The contract may be renewed for a further period of two years, on year to year basis, as mutually agreed upon, subject to satisfactory performance.** Authorized tour/taxi operators having **not less than 05 commercial vehicles in each category i.e. Toyota Innova / Mahindra Scorpio / TATA Indigo of 2011 or later model owned/under lease agreement** and having one year experience of providing commercial vehicles to Government Departments/PSUs may submit their quotation latest by **19.08.2013, before 3.00 PM** in the tender box of Ministry of Environment and Forests kept at Ground Floor, Paryavaran Bhavan, CGO Complex, Lodhi Road, New Delhi-110003. **The annual cost of the tender shall be Rs. 10,00,000/- (Rupees Ten Lakh only) approximately.**

2. The bid shall consist of two parts – Technical bid and Price bid. Both the bids are to be placed in two separate sealed envelopes (clearly superscribing ‘Technical Bid’ and ‘Price Bid’) which in turn are to be placed in a sealed cover. The bids of all the parties whose Price Bid is not in a separate sealed cover or the rates quoted by them find mention in their Technical Bid shall be rejected forthwith. All the information sought under the head ‘Conditions’ and ‘other information to be supplied’ is to be given in Technical Bid while prices quoted for the same will have to be mentioned **only in the Price Bid**. The Price Bids of only those parties shall be opened

whose Technical Bids are found to be eligible while the disqualified bidders Price Bid shall be returned unopened.

3. An **earnest money amounting to Rs. 25,000/-** (Rupees Twenty Five Thousand only) in the form of Demand Draft/Pay Order drawn in favour of the Pay and Accounts Officer, Ministry of Environment and Forests, payable at New Delhi has to be enclosed with the Technical Bid failing which the Technical Bid shall be rejected.

4. The envelope containing the quotation from must be super scribed “**quotation for hiring of vehicles on daily basis for temporary, long distance and outstation duties by Ministry of Environment and Forests**” and should be dropped in the tender box kept at Ground Floor, Paryavaran Bhavan, CGO Complex, Lodhi Road, New Delhi on or before the closing date.

5. The Technical bids shall be opened in Room No.535, Paryavaran Bhavan on **19.08.2013** at **3.30 P.M.** in the presence of one representative of each of the bidders who wishes to be present. The price bid shall be opened after evaluation of technical bid.

6. The rate for hiring of commercial vehicles on daily basis should be quoted for 100 Kms and 12 hours and for long distance and outstation duties for 250 Kms per day for vehicles of the aforesaid required category including driver, all repair and maintenance charges of vehicles, insurance, POL and also any other incidental expenses. Parking/toll charges, if any, may be claimed by producing valid parking/toll slips alongwith bills. **The tenderer should submit the proof of having necessary permits of the required vehicles.**

7. Tender documents may be directly down-loaded from the Ministry’s website www.moef.nic.in and Central Public Procurement Portal website <http://eprocure.gov.in>

FORMAT OF TECHNICAL BID

(For providing vehicles to MoEF on daily hiring basis for temporary, long distance and outstation duties)

1. Name, Address and telephone NO. :
2. Permanent Account No. (PAN) :
3. Name and Address of the Proprietor/
Partner/Directors & their PAN :
4. No of vehicles owned with documentary proof
(copies of R/C to be enclosed) :
5. No. of vehicles taken on lease (copy of lease agreement to be enclosed) :
6. One year experience of providing commercial vehicles to Government
organisations/PSUs :

- Note:**
1. **All documents related to above information should be signed by the bidder.**
 2. **All pages of technical bid should be serially numbered.**

Proforma of Price Bid

(For providing vehicles to MoEF on daily hiring basis for temporary, long distance and outstation duties)

Name, Address & telephone No. of bidder :

Sr. No.	Rate of vehicles to be hired on Per day basis Description	Rate for Toyota Innova / Mahindra Scorpio Diesel Cars (2011 or later model)	Rate for TATA Indigo Diesel cars (2011 or later model)
1.	Per day (12 hours/ 100 Kms.)		
2.	For every extra hour after 12 hours		
3.	For every extra kilometer beyond 100 km.		
4.	Rates for long distance & outstation duties (250 Kms. Per day)		

- Note: 1. Rates should be quoted in both figures and words.**
2. Service Tax extra as applicable.

Signature of the bidder with date and office seal:

Note: **For the purpose of determination of the lowest bidder (L1), following rates shall be considered:**

- (i) The rate per day (12 hours/100 km.); plus (ii) charge for extra 5 hours; plus (iii) charge for extra 50 km; plus (iv) rates per day for 250 Kms. for long distance & outstation duties .**

Terms and Conditions

The interested parties must be capable of providing vehicles on the following terms & conditions:-

1. The commercial vehicles to be provided to the Ministry on daily hiring basis for temporary, long distance and outstation duties should be **2011** or later models. **All the vehicles must have valid taxi permits to run in the NCR region. The tenderer should submit the proof of having necessary permits.**
2. The contractor should be able to provide the earmarked vehicles as and when required including on Saturdays /Sundays or closed holidays.
3. In the case of any accident, all the claims arising out of it shall be met by the Contractor.
4. The vehicle will be kept neat and clean and in perfect running condition and provided with clean seat covers, curtains, perfume and tissue paper. All vehicles should have good upholstery. The Drivers must observe all the etiquette and protocol while performing the duty. He must be neatly dressed, should wear proper uniform and must carry a mobile phone in working condition for which no separate payment shall be made by the Ministry.
5. If any vehicle goes out of order, the contractor shall provide a substitute commercial vehicle immediately. In case the substitute commercial vehicle does not report on time/does not report at all, the MoEF/user officer would have a right to hire a vehicle from the market & the additional cost incurred by the MoEF/user officer will be borne by the contractor.
6. The drivers should have valid driving license & the vehicles should be registered with the concerned authorities of Central/State Government. The drivers of the vehicles should be matured, well behaved, disciplined and familiar with Delhi roads and must follow traffic and other regulations prescribed by the Government from time to time.
7. The contract between the MoEF and the contractor can be cancelled by the Contractor by giving prior notice of at least 45 days. The MOEF reserves the right to terminate

the contract at any time or stage during the period of contract, by giving **seven days** notice in writing without assigning any reason and without incurring any financial liability whatsoever to the Ministry.

8. Penalty for breach of terms & conditions:

(i) No payment will be made for vehicles supplied by the Service Provider older than required make on the day of engagement of the vehicle for duty at MoEF.

(ii) An amount @ Rs.100/- per driver per day shall be deducted from the bill if any driver(s) is/are found not wearing the approved uniform while on duty or not obeying traffic rules or is found indisciplined/ discourteous.

(iii) An amount of Rs.1000/- per vehicle per occasion would be deducted from the bill for absence of drivers during duty hours.

9. The contractor and drivers shall be bound to carry out the instructions of the MoEF as well of the Officers with whom the vehicles are assigned.

10. In the event of the award of the tender and prior to execution of the contract, the contractor shall be required to submit copies of the Registration Certificate & comprehensive Insurance Policies of the vehicles being offered for hire & particulars with photographs of the drivers dedicated to each vehicle.

11. This contract will be effective initially for a duration of one year from the date of signing the contract unless terminated earlier as per clause No.7 above. The contract may be extended for a further period of two years, on year to year basis, subject to mutual consent and satisfactory performance of the contractor.

12. An interest free refundable **performance security deposit** of **Rs. 1,00,000/- (Rupees One Lakh only)** in the form of Bank Guarantee in favour of the Pay and Accounts Officer, Ministry of Environment and Forests, New Delhi shall be submitted by the contractor at the time of the award of the contract. The security deposit shall be discharged after satisfactory completion of the contract period. If the Service Provider 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. The Ministry may also blacklist the service provider due to failure of service or major negligence in providing service or misbehavior of driver and violation of any condition laid down in terms and condition.

13. Rates of hiring the vehicles will be fixed during the period of contract and no request for revision of rates will be entertained, under any circumstances.
14. Counting of distance will be from the starting point of the user officer and closing at the point where the user officer completes his/her journey.
15. Counting of time will start from the starting point of the user officer and closing at the point where the user officer completes his/her journey.
16. All Govt. Taxes / Levies / Duties for plying the vehicles in Delhi NCR region will be borne by the Service Provider.
17. Parking/Toll charges, if any, may be claimed by producing valid parking/toll slips alongwith bills.
18. The number of vehicles hired on daily basis for temporary, long distance and outstation duties will depend on actual requirement of the Ministry and shall be communicated to the contractor in advance.
19. The bid shall remain **valid for 180 days** from the date of opening of bids. A bid valid for a shorter period shall be rejected by MOEF as non-responsive. A bidder accepting the request of MOEF for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.
20. The earnest money (bid security) may be forfeited:
 - (i) If bidder withdraws his bid during the period of bid validity;
 - (ii) If the successful bidder fails to sign contract or to furnish performance security
 - (iii) The bid security of unsuccessful bidder will be discharged / returned as early as possible but not before finalization of contract with the successful bidder.

21. Bids for vehicles other than specified models shall be treated as non- responsive and rejected.

22. In terms of Rule 160 (ii) of GFR, 2005, the bidder shall be at liberty to question the bidding conditions, bidding process and/ or rejection of its bid.

Debarring Conditions:-

- (i) No vehicle should be supplied having registration in the name of employee of MoEF or their close relative.
- (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.
- (ii) The tampering of meter reading, vehicle usage timings, overwriting of Summary / log sheet and misbehavior of driver while on duty shall be viewed seriously, leading to even cancellation of contract.
- (iii) The contractor shall not engage any person below 20 years of age.

MOEF will not have obligation:-

- (i) No liability whatsoever for payment of wages/salaries other benefits and allowances to his personnel that might become applicable under any Act or Order of the Govt. in this regard and the Service Provider 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) No direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to MOEF have to be suitably compensated by the contractor.
- (iii) Not be responsible for theft, burglary, fire or any mischievous deeds by his staff.
- (iv) 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 contractor and his workers.

Arbitration:

In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of Secretary, Ministry of Environment and Forests (MOEF) or any other person appointed by him. The award of the arbitrator shall be final and binding on both the parties. Contractor will have no objection in any such appointment that arbitrator so appointed is an employee of MOEF or a 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 a MOEF employee he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment thereof or any rules made thereof.

The venue of Arbitration proceeding shall be Office of MoEF at New Delhi or such other place as the arbitrator may decide.

The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

The courts at Delhi only shall have the jurisdiction to decide any dispute that may arise in relation to the contract.

Pre-contract Integrity Pact:

The successful bidder shall enter into a pre-contract integrity pact with the designated officer of the Ministry. Format of the pre-contract integrity pact is given at Annexure.

(Vazir Singh)
Under Secretary to the Govt.of India
Tele:24362387

PRE CONTRACT INTERGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the integrity Pact) is made on _____ day of the month of _____ 2013, between, on one hand, the President of India acting through Shri _____, Designation on 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 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 BIDDER

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 Nationalized 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 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

BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

Deptt./Ministry/PSU

Witness

Witness

1. _____

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.

