

GOVERNMENT OF INDIA
MINISTRY OF ENVIRONMENT AND FORESTS
(GENERAL ADMINISTRATION DIVISION)

PARYAVARAN BHAWAN,
CGO COMPLEX, LODI ROAD,
NEW DELHI-110003.

F.No.19019/7/2013-GA

Dated: 9th July, 2013

NOTICE INVITING TENDER

Closing time : 1500 Hrs. of 1st August, 2013

Sealed bids are invited from reputed Firms/Companies for the Annual Maintenance Contract for (i) Computers/Laptops/Printers/Scanners & other related peripherals installed in the Chamber of officers/ sections /PS/PA's rooms of the Ministry of Environment and Forests (MoEF), Paryavaran Bhawan, New Delhi, and at the residences of entitled Officers within the municipal limit of the city of Delhi/New Delhi as well as other offices of the Ministry i.e. National Tiger Conservation Authority, Animal Welfare Division, Wildlife Crime Control Bureau located in Delhi and (ii) Servers installed at NIC 6th floor in Paryavaran Bhawan separately. Rates should be quoted separately for (i) and (ii) above and kept in the same envelop.

The maintenance of hardware and software is also applicable to Linux/Unix systems. The software maintenance includes loading/reformatting of operating system/application software with software like Windows 7 (Professional/Home), Windows XP (Professional/Home), Windows 2000, UNIX, Linux, Microsoft Office software, Internet Explorer, Netscape, Outlook Express, Anti-virus software, Data retrieval from corrupt Hard Disks when ever necessary and installation of new/used PCs, maintenance of any other software purchased by Ministry form time to time. It also includes removal of virus and re-installation of software, if corrupted. Support for users and troubleshooting of commercial software packages mentioned above.

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. The envelope containing the quotation from must be super scribed “**quotation for AMC of Computers/laptops/printers/scanners and peripherals 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 i.e. 1st August, 2013 at 3.00 P.M.**

4. The Technical bids shall be opened in Room No.915, Paryavaran Bhavan on **01/08/2013** at **3.30 P.M.** in the presence of one representative of each of the bidders who wishes to be present. The price bid of only those bidders whose technical bids are found to be eligible shall be opened on a subsequent date to be informed on telephone.

5. Bid Document can be down loaded from the Ministry's web site www.envfor.nic.in and Central Public Procurement Portal website <http://eprocure.gov.in>

6. Schedule to the invitation of Tender;

- (i) Designation and address of the authority Inviting tender – Under Secretary(GA), Ministry of Environment and Forests, Paryavaran Bhavan, CGO Complex, Lodhi Road, New Delhi-110003
- (ii) Time and Date of Depositing tender/bid **1500 Hrs. of 1st August, 2013.**
- (iii) Time and date of Opening of Tender (**Technical Bid**).**1530 Hrs. of 1st August, 2013.**
- (iv) Minimum Validity of Tender offer ...180 days from the date of opening.
- (v) Duration of contract : One Year with an option of extension for one more year subject to satisfactory performance.
- (vi) **Estimated Annual cost of tender is Rs.5,00,000/- (Rupees five lakhs)**
- (vii) **EMD (Bid security) = Rs.15,000/- (Rupees fifteen thousand only) to be enclosed with technical bid.**

7. General scope of work includes :

- (a) Upkeep and maintenance of the hardware and installed software.
- (b) The Annual Maintenance Contract (AMC) shall be comprehensive in nature and shall cover reloading of licensed operating systems, application software, data retrieval, data back-up, virus cleaning and repair and replacement of hardware, if necessary with similar functional parts, of all parts and accessories installed in the CPU, Monitor and Printer, including Motherboard, Processor, PCB, SMPS, HDD, FDD, Optical Disk Drive, RAM, Teflon, data card, printer head, Roller, power strips, connection cords etc. but shall not include consumables like floppy, printer cartridges/ribbons. Plastic parts of the machines will not be treated as consumables. **In other words, all components, parts and connecting cables shall comprise the hardware (excluding consumables like DVD, CD floppy, printer cartridges/ribbons, etc.), and all operating systems, application software, data retrieval, data back-up, virus removal software, etc., shall comprise the software for the purpose of this comprehensive AMC. Components and parts that may not have been expressly mentioned here but which are provided by the manufacturer as standard original equipment of the computer/printer/scanner shall be treated as hardware/software of the computer/printer/scanner for the purpose of the comprehensive AMC.**



- (c) To provide and maintain the required drivers (CDs & Floppies) for maintaining the Equipments.
- (d) Repair to be carried out at the location of the equipment.
- (e) Stand-by arrangement to be made in case the equipment is to be taken to workshop for repair
- (f) Any other maintenance work to be undertaken related to the Computers/peripherals.
- (g) The firm will prepare separate log books for each of the machines to be taken under the AMC and Preventive maintenance with virus detection and special cleaning of the Monitor, Printer, Key Board, mouse etc. from outside with liquid cleaner and inside will be carried out on quarterly basis. A preventive Maintenance Report form the user would be submitted to General Section failing which an appropriate, penalty would be imposed. The quarterly payment will strictly be made on the basis of satisfactory report from the user.
- (h) The list of computers, printers, other related peripherals software and any other related items is attached as Appendix 'A' and for Servers at Appendix 'B'. Configuration of the computers is attached as Appendix 'C'. However, new equipments purchased from time to time, after the expiry of warranty/guarantee period, will also have to be serviced/maintained at the same terms and conditions, and the AMC has also to be done at the same terms and conditions for these new equipments.
- (i) A sticker indicating the cellphone and telephone numbers and FAX number with e-mail address of the firm should be pasted on each of the systems under AMC to facilitate the user to book complaints during the period of AMC.

8. The Technical and financial terms and conditions of AMC shall be as follows:

(a) TECHNICAL TERMS AND CONDITIONS

- (I) The firm should be in existence for over 5 years in the trade with the maintenance & business with turnover of more than Rs.10 lakhs per annum during the last 2 years 2010-11 and 2011-12. **Self attested copy of Registration Certificate and certified balance sheets for last two years (2010-11 and 2011-12) in support of the claim should be produced.**
- (ii) The company should have undertaken **maintenance contracts of a total value of Rs. 5.00 lakhs each year during the last two years i.e. 2010-11 and 2011-12 with Government Departments/PSUs in Delhi. A certificate or evidence to this effect is to be provided from the concerned Govt. Deptt./PSUs.**
- (iii) The firm must have expertise in on-site maintenance and repair of servers, clients, stand alone desktop computers, laptops, notebooks, Laser/inkjet printers, network components, scanners, peripherals and other hardware parts and accessories.
- (iv) The firm also must have expertise and experience in LAN troubleshooting. The bidder should have executed satisfactorily minimum **two Annual Maintenance Contracts of more than 200 computers connected in LAN under Nevell/Window NT environment. A Performance Certificate to this effect from at least two Govt. Deptt. /Public Sector Undertaking shall be furnished.**
- (v) The Company should be **ISO 9001-2000 Certified (copy to be produced).**

- (vi) The firm must be registered with the Registrar of Companies and with the Delhi Sale Tax Department for all taxes payable (**Copy of Registration Certificate must be attached**)
- (vii) Income tax clearance certificates for the last two financial years i.e. 2010-11 and 2011-12 must be attached.
- (viii) The company should produce the self attested photocopies of documents related to allocation of Registration Number, PAN number, service tax number.

(b) FINANCIAL TERMS AND CONDITIONS

- (i) The rate may be quoted on comprehensive basis for the servers, computers, laptops, printers etc. in the pro-forma at Annexure II & III in a separate sealed covers. Rates quoted in any other format will not be accepted. The rates quoted should be exclusive of Service Tax and other Government taxes, if applicable.
- (ii) The rates quoted should be net and **no discount, free services/offers quoted will be considered.**
- (iii) **The Lowest Bidder(L-1) shall be determined on the basis of the grand total of rates quoted for all items as mentioned in Annexure II and III.**

9. Other terms and conditions for awarding the AMC shall be as below:-

- (i) The vendor will provide **three** resident service engineers on all working days from 9.00 AM to 5.30 PM. The engineers would be equipped with Mobile phones to ensure their availability at a short notice. An amount of Rs. 500/- per day will be deducted if any Service Engineer remains absent/leave without providing substitute.
- (ii) The tenure of the contract will be initially for a period of one year. The contract may be extended for a further period of two years, on year to year basis, as mutually agreed upon, subject to satisfactory performance. The rates quoted will remain in force for the full period of contract. No demand for revision of rate on any account shall be entertained during the contract period.
- (iii) The service engineers would take up any reported fault within one hour. As far as possible, the repairs would be carried out on-site itself. However, in case the equipment is taken to the workshop the firm would provide a stand-by for the same.
- (iv) If any PC/accessory is not repaired within twenty four hours, the firm will provide a stand by PC/accessory. If, however, the firm fails to carry out repairs or provide a stand-by PC/accessory within 2 days, to the satisfaction of the user, a penalty of Rs.500/- (Rupees five hundred only) per day will be charged for delay beyond the two days till such time the PC/accessories are repaired.
- (v) The successful bidder shall provide necessary support to maintain VIRUS free computer environment in the Ministry and help in upgrading the Software's Virus Detection mechanism.



- (vi) It may also be noted that in case of the contractor backing out in mid term without any explicit consent of this department, he will be liable to recovery at higher rates, vis-à-vis, those contracted with it, which may have to be incurred by this Department on maintenance of machines for the balance period of contract through alternative means. In such a circumstance, the contract shall be terminated by MoEF and the bank guarantee shall be forfeited.
- (vii) The **amount of Rs.15,000/- (Rupees fifteen thousand only)** through a demand draft on any scheduled bank in Delhi drawn in favour of Pay and Accounts Officer, Ministry of Environment & Forests, Govt. of India, New Delhi towards EMD must be put in the cover containing the Technical Bid. Quotation received without earnest money will not be considered. The bank draft of Rs.15,000/- as earnest money deposited by unsuccessful bidders shall be returned on demand, without interest, after completion of the tendering process or within 180 whichever is earlier. The EMD of the successful bidder shall also be returned after awarding of the contract and depositing the performance guarantee.
- (viii) Successful bidder shall have to deposit a bank guarantee for **Rs.50,000/- (Rupees fifty thousand only)** as performance security in the enclosed format (Appendix 'D') within 15 days of award of the contract, failing which the contract shall be treated as null and void and in that case the EMD shall be forfeited. The **bank guarantee will be refunded after 60 days of successful completion of the contract** and after adjustment of dues, if any, against the contractors.
- (ix) No advance payment in any case would be made. Payments shall be made on quarterly basis by ECS/RTGS only after deduction of taxes and other dues, if any, on satisfactory rendering of services.
- (x) Late submission of tenders will not be accepted. Tenders submitted by "Telex/Telegram/Fax/e-mail" will not be accepted. Tenders may be submitted by Registered Post, by Hand in Person or by Courier. However, any delay on this account shall not be accepted as a reason for exception.
- (xi) No Quotations received after due date, those received without separate sealed covers and rates not quoted in specified proforma will be accepted. **The undersigned reserves the right to reduce or increase the number of items offered for maintenance contract during the currency of the AMC.**
- (xii) The contract as a whole or part thereof is non-transferable.
- (xiii) Ministry of Environment & Forests reserves the right to reject any or all the tenders without assigning any reason.
- (xiv) In Terms of Rule 160 (ii) of GFR, the bidder shall be at liberty to question the bidding conditions, bidding process and/or rejection of its bids.
- (xv) 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 as non-responsive.



(xvi) The contract shall be liable for revision/review in case the Ministry shifts to new building at Indira Paryavaran Bhawan, Jor Bagh, New Delhi and the amount of contract shall accordingly be proportionately adjusted.

10. 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) Any loss caused to MOEF due to any negligence of the contractor or his staff shall have to be suitably compensated by the contractor.
- (iii) 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.

11. 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.



12. 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 IV.**



(Vazir Singh)

Under Secretary to the Govt. of India
Ministry of Environment & Forests,
New Delhi.

Tender No.MoEF/AMC/COMP/2013-14

Technical Offer (BID)

1. Name of the Company-

2. Address (with Tele No. fax No. & e-mail)	
3. Contact Person	
4. (a) Two years experience in Maintenance business of computers and peripherals (Attach documentary proof).	
(b) Total value not less than Rs. 5.00 lakh per year of maintenance Business of computers and peripherals during last 2 years i.e. 2010-11 and 2011-12 with Government Departments/PSUs in Delhi (Attach documentary proof from the concerned Govt. Deptts./PSUs)	
(c) List of Customers including Govt. offices in Delhi.	
5. Company Registration No. (Attach copy)	
6. PAN No. (Attach Copy)	
7. Service Tax No. (Attach copy)	
8. Income tax clearance certificate for the last two years i.e. 2010-11 and 2011-12 to be attached.	
9. ISO 9001-2000 Certificate to be attached.	

10. Details of Technical Manpower (Category-wise) – Degree Holders/Diploma Holders/Others

Total Strength	Qualification	Length of Experience	Average

11. Details of AMC

Name of Organisation	Contact Persons	Period of AMC	Amount of AMC	Details of Hardware handled

Attach self attested documentary evidence in support of above.



12. Address of Workshop with area of premises.
13. Whether owned/rented.
14. Name of Banker
15. Whether authorized dealer for computer parts/peripherals of any reputed manufactures. If so, name of the manufacturer and dealership No.

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

Declaration

I/we hereby certify that the information furnished above is full and correct to the best of our knowledge.

I/We understand that in case any deviation is found in the above statement at any stage, the company will be black-listed and will not have any deal with the Ministry in future.

Signature & full address of the Tenderer

A handwritten signature in black ink, appearing to read "J. S. R.", is positioned below the "Signature & full address of the Tenderer" text.

FINANCIAL OFFER (BID)
(for PCs, Lap Tops, Printers, Scanners)

Tender No.MoEF/AMC/COMP/2013-14

Sr. No.	Items	Qty.	Rate per unit	Total
1.	Computer			
	Pentium-IV (IBM & HP)	192		
	HP & DELL (i5 & i7)	171		
	Intel Core2Duo (HCL)	140		
2.	Lap Top Computers			
	Dell E-5500 (E-5000) series	35		
	Dell E-5410	16		
	HP/HCL – Laptop			
3.	Colour Laser Jet Printer			
	HP Make 1312, 1415,1515,5225,pro-200	08		
	HP 100 - MFP	03		
	Samsung 310N	01		
4.	HP Make Laser Jet Printer			
	Model P 1007	09		
	Model P 1008	04		
	Model P 2055dn	20		
	Model 1005, 1010, 1020, 1136, 1160, 1319, 1505 and 2025	08		
	Model 1606dn	10		
	Model 1213nf	03		
	Model 1000	10		
	Model 1200	06		
	Model 1320n	156		
	Model P 1108	28		
	Model 1536	03		
	Model 3005 & 3015 (2+3)	05		
5	Samsung Make Printer			
	Model ML 1640	31		
6	Line Printer Lipi T6050	01		
7	Scanner			
	HP 4400	01		
	HP 3110	02		
	HP 4010	01		
	HP 3010	01		
	HP 5300	02		
	HP 5590	01		
	HP 4850	01		

Total Value in words:

Service Tax and other Government taxes, if applicable, shall be charged extra.

Signature & full address of the Tenderer

FINANCIAL OFFER (BID)
(for Servers)

Tender No.MoEF/AMC/COMP/2013-14

Server Details	O/S Used	Server Used As	Rate per unit	Total
Compaq Proliant ML 350 (1.3 GHz, 1 GB RAM, Two 18.4 GB Hard disk, Raid Controller Card, two LAN card)	Red Hat 8.0	Web Server		
HCL Rack Server Global Line 2320T, (1133 MHz, 2GB RAM, Two 34 GB Hard disk, with two LAN card)	WIN 2K3 Server	Proxy Server		
HCL Rack Server Global line 2320T, (1133 MHz, 2 GB RAM, Two 34 GB Hard disk, with two LAN card)	WIN 2K3 server	SQL (database) server		

Service Tax and other Government taxes, if applicable, shall be charged extra.

Note: The Lowest Bidder(L-1) shall be determined on the basis of the grand total of rates quoted for all items as mentioned in Annexure II and III.

Signature & full address of the Tenderer



APPENDIX – A

The indicated list of systems & Peripherals for AMC

Sr. No.	Items	Qty.
1.	Computer	
	Pentium-IV	192
	Pentium-D	171
	Intel Core2Duo	140
2.	Lap Top Computers	
	Dell E-5500 (E-5000) series	35
	Dell E-5410	16
	HP/HCL	
3.	Colour Laser Jet Printer	
	HP Make 1312, 1415, 1515, 5225, pro-200	08
	HP 100 - MFP	03
	Samsung 310N	01
4.	HP Make Laser Jet Printer	
	Model P 1007	09
	Model P 1008	04
	Model P 2055dn	20
	Model 1005, 1010, 1020, 1136, 1160, 1319, 1505 and 2025	08
	Model 1606dn	10
	Model 1213nf	03
	Model 1000	10
	Model 1200	06
	Model 1320n	156
	Model P 1108	28
	Model 1536	03
	Model 3005 & 3015 (2+3)	05
5	Samsung Make Printer	
	Model ML 1640	32
6	Line Printer Lipi T6050	01
7	Scanner	
	HP 4400	01
	HP 3110	02
	HP 4010	01
	HP 3010	01
	HP 5300	02
	HP 5590	01
	HP 4850	01



APPENDIX 'B'

Server Details in MoEF, Paryavaran Bhawan.

Location	Server Details	O/S Used	Server Used As
Room No.608 - NIC Cell	Compaq Proliant ML 350 (1.3 GHz, 1 GB RAM, Two 18.4 GB Hard disk, Raid Controller Card, two LAN card)	Red Hat 8.0	Web Server
Room No.607 - NIC Cell	HCL Rack Server Global Line 2320T, (1133 MHz, 2GB RAM, Two 34 GB Hard disk, with two LAN card)	WIN 2K3 Server	Proxy Server
Room No.607 - NIC Cell	HCL Rack Server Global line 2320T, (1133 MHz, 2 GB RAM, Two 34 GB Hard disk, with two LAN card)	WIN 2K3 server	SQL (database) server



CONFIGURATION OF COMPUTER

Desktop	
1	HP Compaq d220m P-IV 2.4 GHz/128 MB RAM/40GB HDD/CD RAM DRIVE/17" MONITOR/KEYBOARD/MOUSE/NIC
2	IBM THINK CENTRE P-IV 3.20 GHZ/512MB RAM/80GB HDD/DVD ROM/17" MONITOR/KEYBOARD/MOUSE/NIC
3	HP Compaq d220 P-IV 2.4GHZ/256MB RAM 40GB HDD CD ROM/17" MONITOR/KEYBOARD/MOUSE/NIC
4	IBM Netvista Black P-IV 1.8 GHz/128 MB RAM/40GB HDD/CD ROMDRIVE/MONITOR/KEYBORD
5	HP COMPAQ Dx 2280 P.D 2.8 GHz/512 MB RAM/160GB HDD/DVD ROM DRIVER/17"MONITOR/KEYBOARD/MOUSE/NIC
6	HCL INTEL C2D 2.33GHZ/2GB RAM/160 GB HDD/DVD ROM/17"TFT MONITOR/KEYBOARD/MOUSE/NIC
7	HCL INTEL C2D 3.0 GHZ/2GB RAM/250 GB HDD/DVD RW/17"TFT MONITOR/KEYBOARD/MOUSE/NIC
8	HP COMPAQ Dx 6100 P.IV 2.8 GHz/512 MB RAM/40GB HDD/CD ROM DRIVER/17"MONITOR/KEYBOARD/MOUSE/NIC



PERFORMANCE SECURITY BOND

In consideration of Ministry of Environment and Forests, New Delhi (here in after called the MOEF) 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.



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 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 Monery/Security Deposit, within the BUYER through any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of _____
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP).

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

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond incase of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reasons or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In case where irrevocable letter of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this PACT.



7 **Fall Clause**

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar products/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at 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

BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

Dept./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.