

F. No. 26019/5/2018-GA
Government of India
Ministry of Environment, Forest & Climate Change
Indira Paryavaran Bhavan
Jor Bagh Road, New Delhi,
Dated: 26 November,2019

Subject: Tender for hiring of Vehicles on monthly basis to the Ministry of Environment, Forest & Climate Change, Indira Paryavaran Bhawan, Jor Bagh Road, New Delhi

Tender No. MoEF&CC/Annual Rate Contract for hiring of Vehicles on Monthly basis /2019-20.

(Closing Date:- 20/12/ 2019 (1500 Hours))

On line /E Tenders are invited on behalf of the President of India through Under Secretary (GA) Ministry of Environment, Forest & Climate Change (MoEF&CC) **for hiring of Vehicles on monthly basis to the Ministry of Environment, Forest & Climate Change, Indira Paryavaran Bhawan, Jor Bagh Road, New Delhi as per terms and conditions detailed out in the following paragraphs from interest firms having requisite experience.**

a.	Availability of tender document on website : http://envfor.nic.in/ and https://moefcc.euniwizarde.com	
b.	Last date of sale of tender document	20.12.2019 15:00 PM
c.	Last date of submission of tender	20.12.2019 15:00 PM
d.	Technical bid online submission start date.	26.11.2019 15:00 PM
e.	Technical bid online submission end date.	20.12.2019 15:00 PM
f.	Date and time for opening online technical bids	20.12.2019 15:30 PM
g.	Date and time for opening online financial bids for technically qualified bidders.	
i.	Estimated Value of the Contract	Rs. 2,50,000,00/-
j.	Registration Charges for One Year	Rs.2360/-(GST included)
k.	Tender Processing Fee	Rs. 9000/- + 18% GST

Instructions for Online Bid Submission:

Following are the instruction for online bid submission as per the term and conditions of service provider i.e. ITI Limited, a Public Sector undertaking under the Ministry of Information Technology and Communications, Government of India.

The bidders are required to submit soft copies of their bids electronically on the e-tender Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the e-Procurement Portal, prepare their bids in accordance with the requirements and submitting their bids online on the e-tender Portal.

More information useful for submitting online bids on the e-Procurement Portal may be obtained at: <https://moefcc.euniwizarde.com>

REGISTRATION

1. Bidders are required to enroll on the e-Procurement Portal ([URL: https://moefcc.euniwizarde.com](https://moefcc.euniwizarde.com)) with clicking on the link “Online bidder Registration” on the e-tender Portal by paying the Registration fee of Rs. 2360/- per year charge.
2. As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidder.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by Controller of Certifying Authority (CCA) India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
6. Bidder then log in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
7. The scanned copies of all original documents should be uploaded on portal.
8. For any Technical Query contact to our helpdesk Number 011-49606060, Email: ewizardhelpdesk@gmail.com Mr. Birendra – 9205898228.

SEARCHING FOR TENDER DOCUMENTS

There are various search options built in the e-Procurement Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Item/work id, Title, Date, etc.

Once the bidders have selected the tenders in which they are interested, they can pay the processing fee Rs.9000/- + 18% GST (NOT REFUNDABLE) by net-banking / Debit / Credit card. Thereafter, they may download the required documents / tender schedules, Bid documents etc. Once bidders pay both fee (Registration Fee and Tender Processing Fees), tenders will be moved to the respective “Register” Tab. This would enable the e-Procurement Portal to intimate the bidders through e-mail in case there is any corrigendum issued to the tender document.

Annual intends to hire approximately 45 commercial vehicles specification of car will be (Ciaz and equivalent), (Maruti Swift Dzire and equivalent) and Tata ndica and equivalent) on monthly basis for its official use. The number of vehicles is tentative and may increase or decrease depending upon requirements. Initially **hiring shall be for a period of one year initially. The contract may be renewed for a maximum period of two years, on year to year basis, as mutually agreed upon, subject to satisfactory performance.** The vehicles should be either new one or not prior to 2017 model. Authorized tour/taxi operators having **more than 45 commercial vehicles owned/under lease agreement** may submit their quotation latest by **20/12/2019 before 3.00 P.M. addressed to Shri C.S. Thakur, Under Secretary, GA The estimated value of the contract is about Rs. 2.50 Crore per annum.**

2. The bid shall consist of two parts – Technical bid and Financial 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 those parties whose Price Bid are not in a separate sealed cover or the rates quoted by them find mention in their technical Bid shall be rejected summarily. 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. 6.00 lakhs** (Rupees Six lakhs only) in the form of Demand Draft/ Pay Order drawn in favour of the Pay and Accounts Officer, Ministry of Environment, Forest & Climate Change, 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 bids must be super scribed “**quotation for hiring of Vehicles by Ministry of Environment, Forest & Climate Change**” and should be dropped in the tender box kept at Ground floor, Ministry of Environment,

forest & Climate Change, Indira Paryavaran Bhawan, Jor Bagh road, New Delhi – 110003 on or before the closing date.

5. The Technical bids shall be opened in Satlaj Conference Hall, Indira Paryavaran Bhawan, Jor Bagh Road on **20/12/2019 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 bids.

6. The rate for hiring of vehicles should be quoted for 2500 kms [for **12 hours** a day, 26 days (for 28 days month)/ 28 days (for 30 days month)/ 29 days (for 31 days month) in a month] per month for vehicles of the required category including charges/salary for driver, all repairs and maintenance charges of vehicle, insurance, POL and also any other incidental expenses. Parking/toll charges, if any, may be claimed by producing valid parking/toll slips alongwith monthly bills. **The Tender should submit the proof of having necessary permits. Tender quoting rates for CNG driven vehicles shall also submit necessary permits/registration/fitness certificate issued by the appropriate authority allowing them to use CNG.**

7. Tender document 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&CC on monthly hiring basis)

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. Past experience of providing commercial vehicles to Government
organizations/PSUs.
7. Turnover for the year 2015-16, 2016-17 2017-18 and 2018-19
(Documents substantiating the claim should be enclosed).

Note: 1.All documents related to above information should be signed by the bidder.

2. All pages of technical bid should be serially numbered.

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PRICEBID

A. The rate for hiring of vehicles should be quoted for 2500 kms [for **12 hours** a day, 26 days (for 28 days month)/ 28 days (for 30 days month)/ 29 days (for 31 days month) in a month] per month for the vehicles **as per the price bid format**. Price quoted in any other format shall not be considered.

(For providing vehicles to MoEF&CC on monthly hiring basis)

Name, address & telephone No. of Bidder:

1.Vehile plying rate

S.No	Rate of vehicles to be hired on Monthly basis except two Sundays rate for 2500 Kms.	Rate/Maruti Ciaz/SX4 or equivalent	Rate/Maruti Swift Dzire or equivalent
		Model 2017	Model 2017
		CNG	CNG
1	Per month [12 hours a day, 28/29 days (for 30/31 days month) in a month]		
2	For every extra Kilometer beyond 2400 Kms.		
3	For every extra hour beyond 12 hrs. per day		

Note: 1. Rates should be quoted in both figures and words.

2. Service Tax extra as applicable.

3. The vendor shall have to provide vehicles as per the policy of Delhi Government like odd – even number or C.N.G. only or any other decision which is taken by it from time to time during the period of contract.

Signature of the bidder with date and office seal:

Note: For the purpose of determination of the lowest bidder (L1), grand total of following rates shall be considered for each category of vehicles for monthly hiring –

(a) Rate for 2500 kms; plus (b) charges for extra 500 kms (beyond 2500 kms); plus (c) charges for extra 50 hrs. (beyond 12 hrs per day).

Terms and Conditions

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

1. The vehicles to be provided to the Ministry on monthly hiring basis should be 2017 or latest model and should be white in colour.
2. The vehicle shall be at the disposal of MoEF&CC at least for 6 days in a week (Monday to Saturday). However, the user officers may require vehicles on Sundays also for which the contractor should be able to provide the earmarked vehicles on Sundays also.
3. In the case of any accident, all the claims (financial and legal) arising out of it shall be met by the Service Provider.
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 Driver must observe all the etiquette and protocol while performing his 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 Service Provider shall provide a substitute commercial vehicle immediately. In case the substitute commercial vehicle does not report in time or does not report at all, the MoEF&CC/user officer would have a right to hire a vehicle from the market. The additional cost incurred in such cases by the MoEF&CC/user officer will be borne by the Service Provider.
6. The annual turnover of the Bidder should be atleast Rs. 1 (one) crore for the last three financial years.
7. 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.
8. The firm shall ensure proper conduct of Drivers while on duty and enforce prohibition of consumption of alcoholic drinks/drugs, chewing of paan/gutka/smoking/listening to music while driving.
9. The contract between the MoEF&CC and the Service Provider can be cancelled by the Service Provider by giving prior notice of at least 45 days. The MoEF&CC 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.

10. **Penalty for breach of terms & conditions:**

- i. An amount @ Rs. 500/- per driver per day shall be deducted from the monthly bill if any driver(s) is/are found not wearing the approved uniform while on duty or not obeying traffic rules or is found indiscipline/discourteous.
- ii. An amount of Rs. 1000/- per vehicle per occasion would be deducted from the monthly bill for absence of drivers during duty hours.
- iii. An amount of Rs. 2000/- per vehicle per occasion would be deducted from the monthly bill for absence of drivers from duty during extra hours.
- iv. In case the Service Provider is unable to provide vehicle(s) on any particular day(s), an amount of Rs. 2000/- per vehicle per day shall be deducted from the monthly bill in addition to deduction of hiring charges on pro-rata basis.
- v. For any written complaint received from uses officer and approved by Administration, an amount of Rs. 5,000/- per vehicle per occasion would be deducted from the monthly bill.
- vi. If any private vehicle will be employed in place of a taxi number vehicle on any day a sum of Rs. 5,000/- per vehicle per month will be deducted.
- vii. In case of complaints received regrading ill maintenance of vehicles, untidy upholstery, broken lights, non-working of air-conditioner etc. and found to be correct and justified, Rs. 5000/- per vehicle on per occasion will be deducted.
- viii. Timely and proper payment of drivers deployed to this Ministry should be paid by the contractor on account of their service. Any violation in this regard or any complaint received from driver will be viewed seriously. A legitimate amount to drivers will be withheld till the resolution of non-payment issue to the drivers.

11. The Service Provider and drivers shall be bound to carry out the instructions of the MoEF&CC as well of the Officers with whom the vehicles are assigned.

12. A daily record indicating time and mileage for each vehicle shall be maintained in a log book. The log book shall be got signed by the user officer or his personal staff (PA/PS/PPS).

13. Dedicated vehicles & drivers must be provided and changes will be allowed only in exceptional circumstances. The vehicle must be available at any time of the day, as desired by the user officer concerned.

14. In the event of the award of the tender and prior to execution of the contract, the Service Provider 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. He shall also be required to produce the vehicles in the office of the undersigned for the physical verification/inspection.

15. This contract will be effective initially for a duration of one year from the date of signing the contract, unless terminated earlier as provided in clause No. 8 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.

16. An interest free refundable **performance security deposit** equal to Rs. 20,00,000/- (Rupees Twenty lakh only) of the annual cost of the tender in the form of Bank Guarantee in favour of the Pay and Accounts Officer, Ministry of Environment, Forest & Climate Change, New Delhi shall be submitted by the Service unpaid Provider at the time of the award of the contract. The annual cost of the tender for the purpose shall be calculated on the basis of fixed monthly hiring charges of all vehicles hired by MoEF&CC. 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&CC to forfeit either whole or a 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.

17. Based on the lowest quotation, the rates of hiring the

vehicles will be fixed. No request for revision of rates will be entertained, under any circumstances.

18. 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. The distance covered in each way between reporting address and the garage/normal parking place will be allowed on actual basis or 8 kilometer, whichever is less.

19. 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. No mileage will be allowed to drivers for lunch/breakfast or for drawal of CNG etc.

20. Duty hours of the vehicles shall be calculated on monthly accumulation basis counted in the manner prescribed in para 18 above.

21. Total kilometer run by the vehicles shall also be calculated on monthly accumulation basis counted in the manner prescribed in para 20 above.

22. The Service Provider shall not deploy vehicles hired by the MoEF&CC for any other purpose or any other business during the validity of the contract.

23. All Govt. taxes/levies/duties for plying the vehicles in Delhi/NCR region will be borne by the Service Provider.

24. The number of vehicles hired may increase or decrease by 25% depending on actual requirement.

25. 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&CC as non-responsive. A Bidder accepting the request of MoEF&CC for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

26. 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.

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

28. The Service Provider should abide by and comply with all statutory requirements and provisions as laid down under various Labour Laws/Acts/Rules like Minimum Wages, Provident Funds, ESI, Bonus, Gratuity, Contract Labour Act and other Labour/Laws/Acts/Rules in force from at their own cost, as amended from time to time.

29. This Ministry may hire electric cars as an effort towards clean environment subject to terms and conditions. The requirement of petrol/electric car may be decided as per need/suitability economy and the number of electric and petrol car has to be adjusted accordingly.

Debarring Conditions:-

- (i) No vehicle should be supplied having registration in the name of employee of MoEF&CC or their close relative.
- ii. No sub-contracting of the Service allotted is permissible by MoEF&CC. The near relatives of all MoEF&CC employees either directly recruited or on deputation are prohibited from participation in this tender.
- iii. The tempering 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.
- iv. The Service Provider shall not engage any person below 21 years of age.

MOEF will not have obligation:-

- i. Ministry of Environment, Forest & Climate Change will have no liability whatsoever for payment of wages/salaries and other benefits and allowances to drivers engaged by Service Provider for vehicles provided to the Ministry that might become applicable under any Act or Order of the Government in this regard. The service provider shall indemnify MoEF&CC 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 relevant sections of IPC and any loss caused to MoEF&CC have to be suitably compensated by the Service Provider.
 - (iii) Not be responsible for theft, burglary, fire or any mischievous deeds by his staff.
 - (iv) The Service Provider shall be the employer for his workers and MoEF&CC will not be held responsible fully or partially for any dispute that may arise between the Service Provider and his workers.

Arbitration:-

In the event of any question, dispute or difference arising under the agreement or in connection therewith (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole Arbitrator i.e. Secretary, MoEF&CC or any other person appointed by him for this purpose. The award of the Arbitrator shall be the final and binding on both the parties. Service Provider will have no objection in any such appointment that Arbitrator so appointed is an employee of MoEF&CC 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&CC 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&CC 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 thereunder, 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

(C.S. THAKUR)

Under Secretary to the Government of India (GA)

Tel: 011-

24695358

ANNEXURE

PRE CONTRACT INTERGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the integrity Pact) is made on _____ day of the month of _____ 2019, 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 far, transparent and free from any influence/prejudiced dealings prior to, during the subsequent to the currency of the contract to be entered into with a view to:-

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

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealing related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third related to the contract in exchange for any advantage in the bidding, evaluation contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

3.3 The BIDDER, either while presenting the bid or during pre-contact negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.4 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

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

3.6 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

3.9 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

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

3.10 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4 Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprises in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reasons.

5. Earnest Money (Security Deposit)

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

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

(ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

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

5.2 The Earnest Money/Security Deposit shall be valid upto a period of three 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 three 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 3 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.