

No.D-19016/02/2012-Gen.II  
Government of India  
Planning Commission

Yojana Bhavan, Sensed Marg,  
New Delhi, the 4th April, 2014.

**e-TENDER NOTICE**

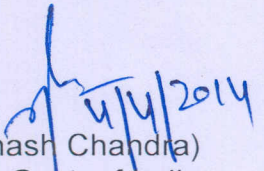
Online bids are invited from reputed/experienced firms/companies and authorized agencies of Tata Liebert and Numeric make UPS for Comprehensive Annual Maintenance Contract (CAMC) for repair and maintenance of UPS (details of Annex-I) "As is, where is basis" in Planning Commission. The Terms and Conditions of the tender are at Annexure-II.

2. Scanned copy of the bids duly filled in, as per the proforma attached at Annexure-II, signed copy of tender documents (including Terms & Conditions at Annexure-I) and a copy of earnest money deposit of Rs. 25,000/- (Rupees Twenty Five Thousand Only) in the form of Demand Draft/Pay Order drawn in favour of Pay and Account Officer, Planning Commission, payable at New Delhi are to be uploaded in the CPP portal online and the EMD should be dropped in the EMD Box to be kept at the Reception Area, Yojana Bhavan, New Delhi from 07.04.2014 (10.00 AM) to 28.04.2014 (2.00 PM) during office hours. Tenders received after due date and time, will not be accepted under any circumstances.

3. Complete Tender Documents may be downloaded from the website of the Planning Commission ([www.planningcommission.gov.in](http://www.planningcommission.gov.in)) or (<http://eprocure.gov.in/epublish/app>).

4. The bids shall be opened online on 28.04.2014 at 3.00 PM in Room No. 412, Yojana Bhawan, Sansad Marg, New Delhi by the Tender Opening Committee constituted for this purpose in the presence of such tenderers or their authorized representatives of the bidders who may wish to be present.

5. Corrigendum, if any, related to this tender will be published on the websites mentioned at para 3 above.

  
(Awinash Chandra)  
Under Secretary to the Govt. of India  
Tel: 23042411

Copy to:

D.S. (C & I), Planning Commission with the request to upload the Tender Notice in the Planning Commission's Website.

**(अविनाश चन्द्र)**  
**(AWINASH CHANDRA)**  
अवर सचिव/Under Secretary  
योजना आयोग/Planning Commission  
भारत सरकार/Govt. of India  
नई दिल्ली/New Delhi



APPLICATION

1. Name of the Bidding Company/  
Firm/Agency
2. Status of the firm \_\_\_\_\_  
(Whether Proprietary/Partnership/Company)
3. Name of the Owner/Partner/Director \_\_\_\_\_
4. Full address of Registered Office \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Full address of the operative branch \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. Name of Banker with complete address \_\_\_\_\_  
\_\_\_\_\_  
Telephone no. of the Banker \_\_\_\_\_
7. Registration Details (self attested copies to be enclosed):
  - (a) PAN/TIN No. \_\_\_\_\_
  - (b) Service Tax Registration No. \_\_\_\_\_
  - (c) Proof of Income Tax Assessment \_\_\_\_\_  
(copies of ITR of last three years)
8. Details of Earnest Money Deposit (Rs.25,000/-):
  - (a) Banker's Cheque No. \_\_\_\_\_
  - (b) Date \_\_\_\_\_
  - (c) Name of Issuing Bank \_\_\_\_\_

24/4/2014

(अविनाश चन्द्रा)  
(AWINASH CHANDRA)  
अवर सचिव/Under Secretary  
योजना आयोग/Planning Commission  
भारत सरकार/Govt. of India  
नई दिल्ली/New Delhi



Terms and Conditions

1. The CAMC of UPS is "As is where is basis" whether operational or not in use, hence, participating firms/agencies may visit the location in Yojana Bhavan, Parliament Street, New Delhi for inspection before quoting the bid.
2. The firm should be an authorized agency for the maintenance of the UPS of both the Numeric make and Tata Libert make installed at Yojana Bhavan, Sansad Marg, New Delhi as per specifications mentioned in the enclosed Annexure-III.
3. The bidder should have a minimum of two years of experience for maintenance of UPS in Central Govt./State Government/Public Sector undertaking/autonomous bodies, etc.. Self-attested copies of such work orders/contracts should be enclosed with the bid.
4. Earnest Money Deposit in the form of Pay Order/Bank Draft for an amount of Rs. 25,000/ (Rupees Twenty Five Thousand only) drawn in favour of "Pay & Accounts Officer, Planning Commission" Payable in Delhi is to be dropped in the EMD Box to be kept at the Reception Area, Yojana Bhavan, New Delhi from 07.04.2014 (10.00 AM) to 28.04.2014 (2.00 PM) during office hours. A scanned copy of the EMD should also be submitted online alongwith the bid. The bids received without the EMD will be considered as unresponsive and rejected outrightly. No interest will be payable on EMD. It will be returned to unsuccessful bidder after award of contract to successful bidder and to the successful bidder after submission of performance security by it.
5. The contract period will be of one year from the date of award of the contract. The validity of the bids received against the tender will be 120 days.
6. Government taxes as applicable from time to time shall be payable by this office. The bill raised by the contracting firm should have all tax registration numbers printed in the bill to be produced by them on account of CAMC. Validity of .the tax registration shall be the sole responsibility of the bidding firm. Copy of PAN and registration of service tax should be enclosed by the bidder alongwith the bid.
7. Tenders incomplete in any respect are liable to be rejected.
8. The Firms/Contractors/Suppliers/anybody whose services were terminated by the Planning Commission before the expiry of the contract are not eligible to participate the bid for a period of 3 years from the date of termination of the contract. An undertaking in this regard is required to be submitted alongwith the bid.
9. The rates will be for a period of one year and the firm will not be allowed to increase the rates once approved for a period of one year.

7/4/2014  
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(AWINASH CHANDRA)  
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भारत सरकार / Govt. of India  
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10. In case, the successful bidder declines the offer of contract for whatsoever reason(s), the Earnest Money (EMD) would stand forfeited.
11. The successful bidder shall submit the performance security money @ 10% of contract value in the form of fixed deposited receipt/bank guarantee hypothecated in favour of Pay and Accounts Officer, Planning Commission which shall remain valid for a period of 60 days beyond the last day of the contract period.
12. Correction, over-writing in the financial bid is not permissible. Every sheet of the tender document the terms and conditions shall be signed and stamped by the authorized signatory of the bidding firm in token of acceptance of the terms and conditions.
13. The Competent Authority in Planning Commission reserves the right to accept/reject any of the bids or cancel the tender process at any time without assigning any reason.
14. UPS shall mean the equipment which forms a part of the Uninterrupted Power Supply.
- 15: Service of the contractor refers to trouble shooting, repairs and/or replacement of spares at site including preventive maintenance.
16. The contractor will submit bills on half yearly basis along with the preventive maintenance report to Planning Commission. The contract value shall be payable on half yearly basis on pro-rata basis on satisfactory completion of maintenance for half year.
17. Preventive Maintenance services' must be done on any off-day/holiday so that the services are not stopped unless there is some problem for which down-time is required.
18. The contractor would provide necessary Parts of UPS, tools and instruments to its service engineers for the purpose of servicing the equipment covered under the contract. The firm shall provide both services and spares for the maintenance of UPS.
19. Replacement of batteries is not included in this contract. For new replacement, cost of batteries would be paid by Planning Commission. If the batteries become defective due to non-performance of the UPS system, contractor would replace the battery/batteries free of cost.
20. All complaints including replacement of parts shall be rectified at the earliest, maximum in forty eight hrs time. If the UPS is down beyond 48 hrs. Penalty @ Rs. 1000/- per complaint will be imposed on the contractor.
21. The service personnel will visit the installation site for preventive maintenance & checking of the UPS systems time-to-time. If the service personnel do not visit the site regularly for preventive maintenance, penalty @ Rs.5000/- per UPS will be imposed on the contractor on each occasion.

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22. The Company/Firm/ Agency should enclose an undertaking that the Company/Firm/ Agency has not been blacklisted by any Ministry/Department/Organization of the Central Government/State Government and any Public Sector Undertaking of Central Govt./State Govt..

23. Apart from the preventive maintenance visits, any break down call in between, emanating from the user will also be attended to by the contractor on immediate basis.

24. The Company/Firm/Agency should have its own Bank Account, TIN Number, PAN Card. Copies of letter from bank stating that account is being maintained by the Company/Firm/Agency alongwith details of account number(s), TIN Number and PAN Number should be enclosed with the bid.

25. The cost of all the spares that are replaced in the UPS system will be covered under the AMC during CAMC period. If the contractor fails to undertake repair/servicing of UPS system(s), the same will be repaired/services by third party at the cost and risk of the contractor besides annulment of the contract.

26. In case, the contractor shows its inability at any stage for repair/maintenance of UPS during the period of AMC for whatsoever reason(s), the performance security deposit of the contracting firm would be forfeited.

27. Planning Commission will make no advance payment and bills for CAMC is to be submitted by the contracting firm on half yearly basis on expiry of the period.

28. In case of violation of any terms and condition of the contract and un-satisfactory services of the contractor, its performance security will liable to be forfeited.

29. a) The contract will be awarded to that bidder whose total rate (including taxes) will be lowest for Tata Liebert and Numeric makes, jointly. The decision of the Competent Authority, Planning Commission will be final. The rate contract will be valid for a period of one year from the date of award of the contract. However, if both the parties to the contract so agree, the contract may be extended for a total of two more years beyond the date expiry of the first year of this contract on one or more occasions, for periods not exceeding one year on any of the occasions.

(b) However, in case the tender is already floated but not finalized due to technical reasons before the expiry of three years so mentioned in 1(a) above, an extension of another three months may also be considered for this CAMC, as per conditions mentioned in 1(a) above.

30. Conditional tender will not be entertained. Similarly, quotations received after stipulated date and time will also not be considered under any circumstances.

31. The existing numbers of UPSs mentioned in the Annexure II may change during the Currency of the contract. For any such alterations, intimation shall be given to the contractor and if any new addition is not maintained through warranty clause but through AMC, charges for maintenance shall be payable to the contractor at the rates

07/04/2014  
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agreed upon. Similarly the deletion shall also be intimated to the contractor and charges shall be deducted for the purpose of payment to contractor.

32. Any controversy or dispute arising out of this contract shall be referred to the sole arbitration of the HoD, Planning Commission, New Delhi or to any officer nominated by him. There shall be no bar to the reference of dispute to the arbitrator or such an officer as nominated by the HoD even though the said officer is an employee of the Planning Commission, New Delhi and might have dealt with the matter earlier or expressed his opinion thereon. In case, the arbitrator to whom the matter earlier was originally referred to, is transferred or vacates his office or is unable to act for any reasons, the HoD shall be competent to appoint another person as arbitrator, who will be entitled to proceed with the reference, from the stage at which it was left by his predecessor. No person other than the one nominated by the HoD, shall act as an arbitrator. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and/or any statutory amendments/modifications thereof for the time being in force. The decision of the HoD or the officer nominated by him shall be final and binding on the party/parties. The limitation for filing claim for arbitration is 90 days from the date of expiry of the contract period and in case, no claim is filed within this period, it shall be presumed that there is no claim. The arbitration proceeding shall be held at an appropriate location in Delhi/New Delhi. Subject to Arbitration as referenced above, the Courts at Delhi/New Delhi shall have jurisdiction in case of any dispute.

33. Subject to the above said provisions of the Arbitration Act, 1996 or any statutory modification on enactment thereof and rules made there under and for the time being in force, shall apply to arbitration proceedings under this Clause.

34. The arbitrator may time to time extend the time for making and publishing the award. He may do so without any need for obtaining the consent of the parties to the dispute.

35. Any notice/direction given to the Second Opposite Party under the terms of this agreement shall be considered to be duly served if the same have been delivered to, left for or dispatched by Registered Post to the Second Party at his last known address. Any notice so posted shall be prima facie proof of service at the expiry of the time in which it reaches in the ordinary course of post.

5/11/2014

(Awinash Chandra)  
Under Secretary to the Govt. of India

Tel: 23042411

(अविनाश चन्द्र)  
(AWINASH CHANDRA)  
अवर सचिव/Under Secretary  
योजना आयोग/Planning Commission  
भारत सरकार/Govt. of India  
नई दिल्ली/New Delhi



Terms and Conditions, as mentioned in the Tender Notice No.D-19016/02/2012-Gen.II dated 4<sup>th</sup> April, 2014, of Planning Commission are acceptable to the undersigned and

.....(Name of the bidder agency)

Place:-

Date :-

(Authorized Signatory)

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(Signature of the tenderer with seal in  
Token of acceptance of the terms & conditions)

4/4/2014  
(अविनाश चन्द्र)  
(AWINASH CHANDRA)  
अवर सचिव/Under Secretary  
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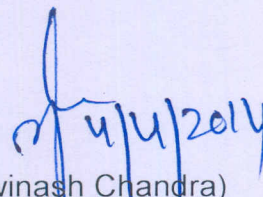
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## Quotations for AMC of UPS

S. No	Description of UPS	Quantity	Unit Price	Total Price	Tax if any	Total including taxes
<b>TATA Liebert Make</b>						
1.	30 KVA TATA Liebert Make (7400M) -Three Phase	1				
2.	60 KVA TATA Liebert Make (7400M) with 2 nos of battery bank 34 nos batteries Emerson make-Three Phase	2				
	TOTAL					
<b>Numeric Make</b>						
3.	10 KVA Numeric Make (7400M) Single Phase	1				
4.	30 KVA Numeric Make -Three Phase	2				
	TOTAL					
<b>Total contract value (in words &amp; figures)</b>						

Signature,  
Name and Seal of authorized  
signatory of the firm/company'

Dated:

  
(Awinash Chandra)  
Under Secretary to the Govt. of India

(अविनाश चन्द्र)  
(AWINASH CHANDRA)  
अवर सचिव / Under Secretary  
योजना आयोग / Planning Commission  
भारत सरकार / Govt. of India  
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**Instructions for Online Bid Submission**  
Instructions to the Bidders to submit the bids online

thro' the eProcurement site

<https://eprocure.gov.in>

- 1) Bidder should do the registration in the tender site using the "Click here to Enroll" option available.
- 2) Then the Digital Signature of SIFY/TCS/nCode or any Certifying Authority is to be registered after logging into the site.
- 3) Bidder can use "My Space" area to update standard documents in advance as required for various tenders and use them during bid submission. This will facilitate the bid submission process by reducing time.
- 4) Bidder may read the tenders published in the site and download the required documents/tender schedules for the tenders he is interested.
- 5) Bidder then logs in to the site using the secured log in by giving the user id/ password chosen during registration and password of the DSC/etoken .
- 6) Only one DSC should be used for a bidder and should not be misused by others.
- 7) Bidder should read the tender schedules carefully and submit the documents as asked, otherwise, the bid will be rejected.
- 8) If there are any clarifications, this may be obtained using clarifications, or during the pre-bid meeting. Bidder should take into account of the corrigenda published before submitting the bids online.
- 9) Bidder must in advance prepare the bid documents to be submitted as indicated in the tender schedule and they should be in required format. If there are more than one document, they can be clubbed together.
- 10) Bidder should prepare the EMD as specified in the tender. The original should be posted/couriered/given in person to the specified location as per Tender Document, latest by the last date of bid submission.

7/4/2014  
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- 11) Bidder selects the tender which he is interested using search option & then move it to the my favourites folder.
- 12) From the my favourites folder, he selects the tender to view all the details indicated.
- 13) The bidder reads the terms & conditions and accepts the same to proceed further to submit the bids.
- 14) The bidder has to select the payment option as offline to pay the EMD as applicable.
- 15) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the bid submitted will not be acceptable.
- 16) The bidder has to enter the password of the DSC/etoken and the required bid documents have to be uploaded one by one as indicated.
- 17) The rates offered details have to be entered separately in a spread sheet file (xls) in the space allotted and should be updated as BOQ.xls file for each tender after the financial bid. The BOQ file, if found modified by the bidder will result in rejection of the bid.
- 18) The tendering system will give a successful bid updation message & then a bid summary will be shown with the bid no & the date & time of submission of the bid with all other relevant details. The bidder has to submit the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 19) The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid.
- 20) The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
- 21) For any clarifications with the TIA, the bid number can be used as a reference.
- 22) Bidder should log into the site well in advance for bid submission so that he submits the bid in time i.e on or before the bid submission time. If there is any delay, due to other issues, bidder only will be responsible.
- 23) Each document to be uploaded online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced by scanning at lo resolution and the same can be uploaded. However if the file size is less than 1 MB, the transaction/uploading time will be very fast.

27/04/2014  
(अविनाश चन्द्र)  
(AMINASH CHANDRA)  
अवर सचिव/Under Secretary  
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भारत सरकार/Govt. of India  
नई दिल्ली/New Delhi



- 24) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the eProcurement system. The bidders should follow this time during bid submission.
- 25) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 26) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 27) Any document that is uploaded to the server is subjected to symmetric encryption using a generated symmetric key. Further this key is subjected to asymmetric encryption using buyers public keys. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- 28) For any queries, the bidders are asked to contact by mail [cphp-nic@nic.in](mailto:cphp-nic@nic.in) or by phone: 1-800-233-7315 well in advance.

7/4/2014  
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CHECK LIST

DOCUMENTS TO BE SUBMITTED ONLINE ALONG WITH THE BID

1. E.M.D. (Pay Order/Demand draft) to be dropped in EMD box separately. (clause No. 4 at Annexure-II).
2. Proof of own Bank Account, TIN, PAN, VAT/Sales Tax Registration & latest copy of Income Tax Return. (clause No. 24 at Annexure-II).
3. Proof of authorization from the original manufacturers of the respective brands of the UPS valid on the day of contract. (clause No. 2 at Annexure-II).
4. Self attested copy of non-blacklisting certificate (clause No. 22 at Annexure-II).
5. Certificate that the services of the firm has not been terminated by Planning Commission before the expiry of the contract during last three years. (Clause No.8 at Annexure-II).
6. A scanned copy of the E.M.D. (Pay Order/Demand draft) to be enclosed with the tender bid. (clause No. 4 at Annexure-II).
7. A scanned copy of the Integrity Pact duly signed by the bidder. The original, signed in ink, may be submitted with the EMD.

N.B. The draft of the Integrity Pact to be signed is enclosed herewith as Annexure-VI.

7/4/2014  
(अविनाश चन्द्र)  
(AWINASH CHANDRA)  
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नई दिल्ली / New Delhi



PRE CONTRACT INTEGRITY PACTGeneral

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2010, 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 and 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 and subsequent to the currency of the contract to be entered into with a view to -

- ) -

9/4/14/2014

(अविनाश चन्द्र)  
(AWINASH CHANDRA)  
अवर सचिव/Under Secretary  
योजना आयोग/Planning Commission  
भारत सरकार/Govt. of India  
नई दिल्ली/New Delhi



Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in 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, organisation 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.

07/04/2014  
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(AWINASH CHANDRA)  
अवर-सचिव / Under Secretary  
राज्य योजना आयोग / Planning Commission  
भारत सरकार / Govt. of India  
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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 dealings 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 official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party 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,

27/4/2014  
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नई दिल्ली/New Delhi



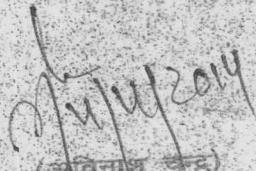
reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3\* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4\* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5\* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the

  
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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;

3.7 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.

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

3.9 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.

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

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

3.12 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

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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.

3.13 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 Enterprise 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 reason.

#### 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, with 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

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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.

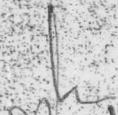
5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same 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 reason 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

  
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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 utilised 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 cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

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(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 other 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 product/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 any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

#### 8. Independent Monitors

7/4/14

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- 8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as 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 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 meetings among the parties related to the Project provided such

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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 the 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 the 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 contract to the

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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. \_\_\_\_\_

\* Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

*(Handwritten signature)*  
7/4/2014

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