

No. D-21018/3/2013-Gen.II
Government of India
Planning Commission

Yojana Bhavan, Sansad Marg,
New Delhi, the 4th April, 2014

e-TENDER NOTICE

Subject: Invitation of on-line bids for Comprehensive Annual Maintenance Contract (CAMC) and supply of different electrical items for the electrical installations and for supply of cold and hot water dispensers (on hire basis) and sealed 20 ltr. Jars of potable drinking water with ISI Mark for the offices in the Planning Commission at Yojana Bhavan & Office of Economic Advisory Council to Prime Minister at Vigyan Bhavan and at the residential offices of the VIPs -Reg.

Online quotations (two bids i.e. Technical Bids and Financial Bids) are invited under Rule 150 of GFR, 2005 from experienced and technically equipped service providers for providing the services as mentioned in the subject above, on regular basis in Yojana Bhavan, Sansad Marg, New Delhi and the Office of the Economic Advisory Council to Prime Minister at Vigyan Bhavan, Maulana Azad Road, New Delhi and at the residential offices of the VIPs.

1.(a) The list of the electrical items/installations that are to be repaired/maintained are given at Annexure-II of this document. However, the list as provided at Annexure-II (and also reproduced at Annexure-IIA) is only indicative in nature and the actual numbers required to be repaired/maintained during a year may vary from those indicated in the list. If the actual numbers of items vary from those as given in this e-Tender Notice, then the payment would be made on pro-rata basis, as per the rates of the respective items as accepted through this tendering process. Moreover, other types of electrical items/ installations not indicated in the list may also have to be maintained by the firm to whom the instant contract would be awarded, with the proviso that no extra amount would be charged by the firm for such maintenance works for additional items except for the consumables (as required for such repair/maintenance works) which they would be required to procure from Kendriya Bhandar/ NCCF/ OEMs (for such items as would be required for such repair/ maintenance works). However, if any such item is to be procured from any other source due to some unavoidable circumstances, the same has to be done in consultation with this office and any such procurement would have to be made as per the procedures laid down in the GFR of Govt. of India, as amended from time to time. The expenditure incurred by the successful Bidder on such items would be reimbursed only if the same are procured following these conditions.

1.(b) The service provider would also have to provide electrical items as mentioned in the Annexure-III (in quantities as mentioned against each of them for which they would have to quote rates for all the items individually and would have to arrive at the total value of all items by taking the weighted total, taking the quantity required in each case (of each item) as the respective weight. The successful bidder would be liable to supply any of these items within a maximum of 2 days from the date of placing any such order. Any item would be procured as per the rate as agreed upon through the instant tendering process.

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1.(c) The same service provider would also have to provide cold & hot water dispensers (on hire) and 20 ltr jars of potable drinking water with ISI Mark for the said dispensers in the offices as mentioned in the subject above. The requirements are mentioned at Annexure-IV. The unit rates for the same would have to be provided in the proforma as given at Annexure-IVA.

2. The bidders have to submit financial bid as per the proformas given along with of the tender document (Para 7 below may please be referred to). The rates are to be quoted in Indian Rupees. The scanned copy of Earnest Money Deposit (EMD) of Rs. 1,50,000/- (Rupees one lakh fifty thousand only) must be uploaded with the Tender and the EMD in original (in sealed cover super-scribed with the words: "EMD - Tender for providing electrical maintenance and water dispensers with water") is to be dropped in the "EMD Box" kept at Reception Area of Yojana Bhawan within the office hours w.e.f. 07.04.2014 to 28.04.2014 and upto 2:00 PM on 28.04.2014.

3. All the required documents in support of the eligibility criteria are also to be positively uploaded along with the tender documents. The bidders are advised, in their own interest, to submit the desired papers/ documents with their bids as per the requirements indicated in Annexure-V failing which their bids may be declared as non-responsive, without any further reference to them.

4. The last time and date for submission of bids is 28.04.2014 (up to 2.00 PM). The bids shall be opened online at 3.00 P.M. on 28.04.2014 by the duly constituted Tender Opening Committee. The representative of firms/agencies/companies who wish to be present to view the tender opening process will be allowed to do so.

5. Planning Commission reserves the right to cancel the entire tendering process at any time/stage or relax/amend/withdraw any of the terms and conditions contained in the Tender documents without assigning any reason thereof. No inquiry, after submission of the quotation, shall be entertained. In case of withdrawal of any bid, the EMD of the concerned bidder will stand forfeited.

6. The Terms & Conditions of the tender are at Annexure-V and instructions for on-line bid submission are at Annexure-VI. The check-list of documents to be submitted along with the bid is at Annexure-VII. The Integrity Pact that is to be duly signed and submitted with the bid by any bidder is at Annexure-VIII. In case any bidder doesn't submit the scanned copy of the duly signed Integrity Pact and the original of the same (with signature of the authorities signatory in ink) with his EMD, his bid may be rejected without any reference to the bidder.

7. The formats in which the bids are to be submitted are provided at Annexure-I (Application), Annexure-IA (Technical Bid), Annexure-IIA (Financial Bid-I), Annexure-IIIA (Financial Bid-2) and Annexure-IVA (Financial Bid-3).

8. The methodology that would be followed for evaluation of the bids is at Annexure-VA.

9. Complete tender documents may be downloaded from the website of Central Public Procurement Portal (<http://eprocure.gov.in/eprocure/app>) and from Planning Commission website (<http://planningcommission.gov.in>) with effect from the date of publication of the tender notice. Information or any issue of corrigendum related to this tender will be available only on website of Central Public Procurement Portal/Planning Commission. However, if

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4/4/2014

any clarification is required on any particular point the undersigned may please be approached for the same, before the closing date of the instant tendering process.

10. *list of Annexures along with the instant Tender Notice:

| Annexure | Subject |
|----------|--|
| I | Application |
| IA | Technical Bid |
| II | AMC for maintenance of Electrical Items/Installations |
| IIA | AMC for maintenance of Electrical Items/Installations (Financial Bid-1) |
| III | Requirement of Electrical Items for Procurement |
| IIIA | Requirement of Electrical Items for Procurement (Financial Bid-2) |
| IV | Requirement of Water Dispensers and 20 ltr. Jars of Potable Drinking Water of ISI Mark |
| IVA | Bid for Requirement of Water Dispensers and 20 ltr. Jars of Potable Drinking Water of ISI Mark |
| V | Terms and Conditions |
| VA | The methodology of evaluating Technical and Financial Bids |
| VI | Instructions for online Bid Submission |
| VII | Check List, Documents to be submitted along with the Bid |
| VIII | Pre contract Integrity Pact |

11. If any bidder is willing to inspect the premises of the offices mentioned in the subject above prior to submission of bids, he may contact the undersigned for the same.

(Awinash Chandra)
Under Secretary to the GoI
Tel. No. 011-23042411

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APPLICATION

1. Name of the Bidding Company/
Firm/Agency (Bidder)
2. Status of the firm _____
(Whether Proprietary/Partnership/Company)
3. Name(s) of the Owner/Partner/Director(s) _____
4. Full address of Registered Office _____

5. Full address of the operative branch of
the Bidder (in Delhi/New Delhi/NCR) _____

6. Name of Banker with complete address _____

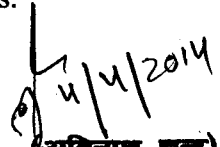
- Telephone no. of the Banker _____
7. Registration Details (self attested copies to be enclosed):
 - (a) PAN/TIN No. _____
 - (b) Service Tax Registration No. _____
 - (c) Proof of Income Tax Assessment
(the name of the document) _____
(copies of ITR of last three years)
8. Details of Earnest Money Deposit (Rs.1,50,000/-):
 - (a) Banker's Cheque No./Demand Draft No. _____
 - (b) Date _____
 - (c) Name of Issuing Bank _____

27/4/2014
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TECHNICAL BID

| S.No. | Technical Bid | Unit (1) | Score (2) | Total Score (1) X (2) |
|---------------------|--|---------------------------|------------------------|-----------------------|
| 1. | Experience in the area of repair and maintenance of electrical items/installations (in number of complete years) | No. of Years | 1 per completed year | |
| 2. | Experience in the area of supplying/providing (cold and hot) water dispensers in Delhi/New Delhi/NCR (in number of complete years) | No. of Years | 1 per completed year | |
| 3. | Experience in the areas as indicated in (1) and (2) both, together, (in number of complete years), in any office | No. of Years | 2.5 per completed year | |
| 4. | The no. of Govt. offices/Departments/Organisations/ Ministries (including those under the State Governments) and PSUs which the bidder has provided any of the services as mentioned in (1) and (2) above | No. of such offices, etc. | 2.5 per office | |
| 5. | The no. of govt. Offices/Departments/Organisations/ Ministries (including those under the State Governments) and PSUs in which the bidder has provided both of the services as mentioned in (1) and (2) above. | No. of such offices, etc. | 2.5 per office | |
| 6. | The no. of Private offices/Organisations in which the bidder has provided any of the services as mentioned in (1) and (2) above | No. of such offices | 1 per office | |
| 7. | The no. of Private Offices/Organisations in which the bidder has provided both of the services as mentioned in (1) and (2) above | No. of such offices | 1 per office | |
| 8. | The number of persons with ITI certificate that would be engaged by the firm for continuous presence at Yojana Bhawan and Vigyan Bhawan Annex | No. of such persons | 4 per person | |
| Total Score: | | | | |

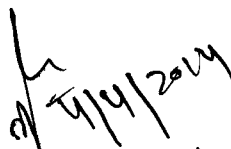
N.B. The benchmark would be a score of 40 in this bid. For those bidders who would be scoring less than 40 in this bid, the financial bids will not be opened. When it comes to assigning scores for years of experience above, completed year would mean 12 months. However, if any bidder has more than 6 months but less than 12 months of experience in any particular case, he would be assigned half the score of that for one completed year. The experience implies working experience and, hence, any statement in this regard has to be supported with the proof (work order/experience certificate from the concerned authority, etc.) and merely the date of registration of the concerned firm/agency will not entitle any bidder to the benefits of experience from the date of registration. Any proof of working experience from a particular date will enable the concerned bidder to have the benefits of experience-related scores in (1), (2) and (3) above. However, for (4) and (5) above, only the no. of offices (and not the numbers of years) would be relevant. Substantiating documents must be submitted in each case. Obviously, the organizations/offices in which a bidder has been engaged to provide both services should not be counted in the category of those in which the bidder has been engaged to provide any of the services.


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**AMC for Maintenance of Electrical
Items/Installations**

| Sl.No. | | Quantity |
|--------|--|----------|
| | Items/Installations | |
| 1 | Fans (Pedestal/Table/Exhaust/Wall) | 250 |
| 2 | Double/Single Rod Heater | 50 |
| 3 | Heat Convector | 150 |
| 4 | Hot Case | 200 |
| 5 | Oil Heat Radiator | 60 |
| 6 | Microwave | 10 |
| 7 | Table lamp (including replacement of 15W CFL) | 10 |
| 8 | Extension board (with three 5A switches with socket, one 15A switch with socket, one indicator light) with 15A 3Pin top & 5 mtr wire | 400 |
| 9 | Stabiliser (for AC etc.) | 350 |
| 10 | Indicator light fittings (including replacement of bulb) | 100 |

* AMC includes the cost/expenditure to be incurred for replacement of all spare parts (including replacement of CFL/Tube/Bulb etc.) and other related items for the installation of the same (extra wires etc.)


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AMC for Maintenance of electrical items/ installations *
(Financial Bid-1)

| Sl.No. | Electrical Items/ Installation | Quantity | Unit Rate (in Rs.) all inclusive | Total |
|--------|--|----------|--|-------------|
| (1) | (2) | (3) | (4) | (5)=(3)*(4) |
| 1 | Fans (Pedestal/Table/Exhaust/Wall) | 250 | | |
| 2 | Double/Single Rod Heater | 50 | | |
| 3 | Heat Convactor | 150 | | |
| 4 | Hot Case | 200 | | |
| 5 | Oil Heat Radiator | 60 | | |
| 6 | Microwave | 10 | | |
| 7 | Table lamp (including replacement of 15W CFL) | 10 | | |
| 8 | Extension board (with three 5A switches with socket, one 15A switch with socket, one indicator light) with 15A 3Pin top & 5 mtr wire | 400 | | |
| 9 | Stabiliser (for AC etc.) | 350 | | |
| 10 | Indicator light fittings (including replacement of bulb) | 100 | | |

*The footnote under Annexure-II may please be seen.

7/4/24
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Annexure-III

Requirement of Electrical Items for Procurement

| Sl.No. | Items to be procured | Quantity |
|--------|--|----------|
| | All items should be of ISI Mark | |
| 1 | Double Rod Heater | 25 |
| 2 | Heat Convector | 100 |
| 3 | Hot Case | 25 |
| 4 | Oil Heat Radiator | 50 |
| 5 | Microwave | 20 |
| 6 | Pedestal Fan | 50 |
| 7 | Wall Fan | 50 |
| 8 | Exhaust Fan | 10 |
| 9 | Table lamp (including 15W CFL) | 25 |
| 10 | One extension board (with three 5A switches with socket, one 15A switch with socket, one indicator light) with 15A 3Pin top & 5 mtr wire | 200 |
| 11 | Halogen Bulb (300 watt) | 20 |
| 12 | 15W CFL (for table lamp) | 30 |
| 13 | 14 W CFL (for fancy light) | 100 |
| 14 | Multi plug 5 amp | 50 |
| 15 | Multi plug 15 amps | 50 |
| 16 | 3 core wire (40/76) | 100mtrs. |
| 17 | 2 core wire (PVC) | 100mtrs. |
| 18 | Call Bell (Musical) / (Sargem) | 10 |
| 19 | Cordless call bell | 50 |
| 20 | Indicator light fittings | 50 |

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| | | |
|----|--------------------------------------|----------|
| 21 | Modular power points | 25 |
| 22 | Modular light points | 25 |
| 23 | Metal Plug(for AC) | 50 |
| 24 | Transformers for fancy light (220 V) | 50 |
| 25 | Channeling for wiring | 200mtrs. |
| 26 | Electric Kettle | 100 |
| 27 | Stabiliser (for AC etc.) | 25 |

07/04/2014
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Annexure-III A

Bid for
Requirement of Electrical Items for Procurement
(Financial Bid-2)

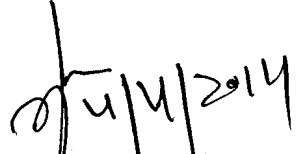
| Sl.No. | Items to be procured | Quantity | Rate (in Rs.)* | Total |
|--------|--|----------|-------------------|-------------|
| (1) | (2) | (3) | (4) | (5)=(3)*(4) |
| | <u>All items have to be of ISI Mark</u> | | | |
| 1 | Double Rod Heater | 25 | | |
| 2 | Heat Convactor | 100 | | |
| 3 | Hot Case | 25 | | |
| 4 | Oil Heat Radiator | 50 | | |
| 5 | Microwave | 20 | | |
| 6 | Pedestal Fan | 50 | | |
| 7 | Wall Fan | 50 | | |
| 8 | Exhaust Fan | 10 | | |
| 9 | Table lamp (including 15W CFL) | 25 | | |
| 10 | One extension board (with three 5A switches with socket, one 15A switch with socket, one indicator light) with 15A 3Pin top & 5 mtr wire | 200 | | |
| 11 | Halogen Bulb (300 watt) | 20 | | |
| 12 | 15W CFL (for table lamp) | 30 | | |
| 13 | 14 W CFL (for fancy light) | 100 | | |
| 14 | Multi plug 5 amp | 50 | | |
| 15 | Multi plug 15 amps | 50 | | |
| 16 | 3 core wire (40/76) | 100m | | |
| 17 | 2 core wire (PVC) | 100m | | |
| 18 | Call Bell (Musical) / (Sargem) | 10 | | |

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4/4/2014

| | | | | |
|---------------|--------------------------------------|------|--|--|
| 19 | Cordless call bell | 50 | | |
| 20 | Indicator light fittings | 50 | | |
| 21 | Modular power points | 25 | | |
| 22 | Modular light points | 25 | | |
| 23 | Metal Plug(for AC) | 50 | | |
| 24 | Transformers for fancy light (220 V) | 50 | | |
| 25 | Channeling for wiring | 200m | | |
| 26 | Electric Kettle | 100 | | |
| 27 | Stabiliser (for AC etc.) | 25 | | |
| Total: | | | | |

* The rates are to be quoted per unit in each case per no. in case of all items, except for the items mentioned against sl. No.s 16, 17 and 25 where the rates are to be quoted per metre.


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Annexure-IV


Requirements of Water Dispensers and 20 ltr. Jars of Potable drinking water with ISI Mark

| Sl. No. | Item | Quantity (No.) |
|---------|---|----------------|
| (1) | (2) | (3) |
| 1. | Cold and Hot Water Dispensers | 225 |
| 2. | 20 ltr. Jar of Potable drinking water with ISI Mark | 6000 |

Annexure-IVA

Bid for Requirements of Water Dispensers and 20 ltr. Jars of Potable drinking water with ISI Mark

| Sl. No. | Item | Quantity (No.) | Annual Hiring Rate (per no.) (in Rs.) | Total |
|---------------------|---|----------------|---------------------------------------|-------------|
| (1) | (2) | (3) | (4) | (5)=(3)*(4) |
| 1. | Cold and Hot Water Dispensers | 225 | | |
| 2. | 20 ltr. Jar of Potable drinking water with ISI Mark | 6000 | | |
| Grand Total: | | | | |


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Terms & Conditions

I. Instructions to Bidders

1. Bids received after the specified date and time will not be accepted. If the EMD in original is not received by 28.04.2014 (2.00 P.M), the bid will be rejected. The EMD of the unsuccessful bidder will be refunded only after finalization of the due tendering process. No interest will be payable on the earnest money.
2. If any bidder withdraws his bid at any point of time during the tendering process, the EMD of the concerned bidder will stand forfeited.
3. Details regarding the electrical items to be repaired/maintained and to be supplied have been given in Annexure-II. Rates should strictly be quoted accordingly as per the specifications. The bidders are advised in their own interest to quote their rates (excluding tax) for all items as per specifications indicated in in the relevant Annexures of this tender document, failing which their bids shall be out-rightly rejected. Taxes will be paid extra as applicable, on production of necessary proofs/documentary evidence as required.
4. The Bidder should upload duly filled in scanned copy of the details as per formats at Annexure-I, IA, IIA, IIIA, IVA, and also upload self attested copies of the supporting documents while doing the on-line bid submission. List of such documents is given at Annexure-VII for ready reference. If the bidder mentions about some additional experience, etc., the proof(s) of the self attested copies of same should also be scanned and uploaded.

II. Eligibility Criteria

5. The Registered Office or Branch Office of the bidding Company/firm/Agency (i.e., the Bidder) should be located in Delhi/New Delhi/NCR Region. The Bidder is required to upload the proof of its office address along with telephone number during the online bid submission.
6. The Bidder should have its own Bank Account, TIN Number, PAN Card. Duly signed copy of the same should be uploaded with the Tender during the online bid submission The firm should enclosed copies of PAN,TIN no VAT/Sale, Tax registration and latest copy of Income Tax return.
- 7.(a) The Bidder should have sufficient experience in both the repair/maintenance works and the area of providing water dispensers (on hire) with a minimum experience of 5 years of working in both the fields, (i.e., in the fields of electrical maintenance and providing cold and hot water dispensers) and that of 10 years in any of the two fields preferably with the Government sector, as explained in details in Annexure-IA (Technical Bid). This preference has been suitably incorporated in the Technical Bid Proforma, in the scoring system. The attested/self attested photocopies of the documents showing such experience would have to be scanned and uploaded as the proofs of the statements mentioned in this regard in the Technical Bid. The experience/work certificate obtained from Government authorities may

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also be scanned and uploaded. Since the Technical Bid would be of qualifying nature, every bidder is requested to fill in the proforma with due care.

7.(b) Every bidder should have the experience of dealing with at least one Government office for at least two full years.

7.(c) Every bidder should have at least one ITI-certified professional who would be engaged for the electrical maintenance-related works if the bidder gets the contract. There would be, however, two persons from the successful Bidder engaged for such works.

8. The Bidder should upload duly signed certificate, along with its bid indicating that they have carefully read the terms and conditions of the Tender and accepted all the provisions of the Tender during online bid submission.

9. The bidder should submit an undertaking that the Bidder has not been blacklisted by any Ministry/Department/Organization of the Central Government/State Government and any Public Sector Undertaking.

10 The Bidder whose services have been terminated by the Planning Commission before the expiry of the contract, are not eligible to participate in the bid for a period of 3 years from the date of termination of the contract. A certificate in this regard is to be submitted by the bidder during online bid submission stating that the firm has not been terminated by Planning Commission before expiry of the contract during the last three years.

11. The average turnover of the bidder in this sector must not be less than Rs. 50 lakhs (Rupees fifty lakhs only) for the last two years. Scanned copy of proof in this regard is to be uploaded along with the bid.

III Earnest Money Deposit (EMD)

12. The tender must be submitted online within the scheduled time period i.e. by 28.04.2014 (2.00 PM) which should be accompanied by scanned copy of a Account Payee Demand Draft/ Pay Order of Rs. 1,50,000/-(Rupees one lakh and fifty thousand only) as Earnest Money Deposit (EMD) drawn in favour of Pay and Accounts Officer, Planning Commission and payable at New Delhi. The EMD in original is required to be dropped in EMD Box kept at Reception area of Yojana Bhawan within the office hours w.e.f. 07.04.2014(10.00 AM) to 28.04.2014(2.00 PM)

13. The bidders who are exempted from submission of EMD for tenders floated under Rule 150 of GFR, 2005 shall be dealt with as per the General Financial Rules, 2005 subject to submission of an undertaking from the firm seeking such exemption. Copies of relevant Orders/documents regarding such exemption should be submitted along with the bid.

IV Bid Evaluation Process

14. All terms and conditions stipulated in this tender document shall be considered for selection of a firm for signing the rate contract. The Bid Evaluation process is given in detail at Annexure-VA for the perusal of all concerned/interested parties.

15. The technical bids shall be opened by the Tender Opening Committee (TOC) on the scheduled date and time (at 3.00 PM. on 28.04.2014), in Room No. 134, Yojana Bhawan, Planning Commission, New Delhi-110001 in the presence of the representatives of the

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Bidders, if any, who wish to be present at the time of opening the tender. The representatives, duly authorized by the concerned Bidders to attend the meeting of the TOC carrying letters from the authorized signatories (under whose signatures the concerned firms have submitted the bids) may contact the undersigned for the permission to enter the Yojana Bhawan premises on that day. The date of opening of the Financial Bids would be announced later.

V Specific Terms and Conditions

16. The contract shall be for a period of one year from the date of award of contract. The period of contract may be extended for another two years (total 03 years) on quarterly/half yearly/yearly basis, subject to satisfactory performance of the contractor. No request/claim for any hike in the approved rates would be entertained, under any circumstances, during the period of contract. Hence, the rates should be quoted with this provision in mind.

17. The normal delivery period for supply of any of the selected items not maintained in the stock of the office would be a maximum of 02 working days from the date of supply order is issued. The period can be shortened with prior notice, depending upon the circumstances. Supply should be strictly in accordance with the specifications, etc., given in the tender document (Annexure-II).

18. Order for items not maintained/available in the stock, if any, shall be placed on requirement basis. If the selected firm fails to deliver the electrical items/parts or replace the defective/spurious items within the permissible period, a penalty @ Rs. 1000/- per day or charges that may be required to be paid to an outside agency by this office, for the desired items, whichever is higher, shall be adjusted against the firm's pending bills.

19. The firm would be required to deliver the goods (including bottles of potable drinking water with ISI Mark) at their own cost in the premises of Yojana Bhavan, Sansad Marg, New Delhi, Office of Economic Advisory Council to the Prime Minister, Vigyan Bhavan, Maulana Azad Road, New Delhi and the residential offices of VIPs.

20. The office shall not be responsible for any financial loss or other injury to any person deployed by the successful bidder in the course of their performing the duties to Yojana Bhavan, Planning Commission and Office of Economic Advisory Council to Prime Minister, New Delhi in connection with purchase order/supply order for Cartridges.

VI General Terms and Conditions

21. The successful bidder/supplier (L₁ bidder) has to deposit a Performance Security Deposit amounting to 7.5% of the contract value in the form of any Accounts Payee Demand Draft/Fixed Deposit Receipt (FDR) made in the name of the Agency and hypothecated to the Pay & Accounts Officer, Planning Commission, New Delhi from a commercial bank covering the period of warranty and maintenance after date of installation. The performance security should remain valid for a period of sixty (60) days beyond the date of expiry of the period of contract.

22. In the event of failure to accept the Offer of Contract and submission of performance security deposit by the successful bidder for whatsoever reasons(s), Earnest Money Deposit submitted by the successful Bidder shall be forfeited.

23. Non-satisfactory service during the period of contract may lead to forfeiture of performance security deposit and cancellation of contract.

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24. The Competent Authority in the Planning Commission would, at his/her own discretion, be free to annul the contractual agreement if the supplies are not made on time or the items/articles supplied by the firm are deficient in quality in any way or found not upto the mark.
25. Payment will be made by Electronic Clearing System (ECS) after successful delivery of goods. The bills raised by the selected firm should have all tax registration numbers printed on bills. Validity of the tax registration during the currency of contract shall be the sole responsibility of the firm. The bill should be inclusive of all permissible taxes.
26. The selected firm shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this Commission.
27. The Planning Commission reserves the right to cancel the tender at any time/ stage or relax/amend/withdraw any of the terms and conditions contained in the Tender Documents without assigning any reason thereof. Any inquiry after submission of the bid shall not be entertained. Before submission of the bid, enquiry can be done over phone/through correspondence.
28. Any controversy or dispute arising out of this contract shall be referred to the sole arbitration of Adviser (General Administration) or any Joint Secretary level officer in the Planning Commission, New Delhi, dealing with General Administration at the relevant time, or to any officer nominated by him/her. There shall be no bar to the reference of dispute to the arbitration by such officer as nominated by the competent authority even though the said officer as an employee of the Planning Commission, New Delhi might have dealt with the matter earlier or expressed his opinion thereon. In case the arbitrator to whom the matter earlier is originally referred to is transferred or vacates his office or is unable to act for any reasons, the Joint Secretary level officer shall be competent to appoint another person as arbitrator, who shall 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 Adviser(Admn.) shall act as arbitrator. The decision of the Adviser(Admn.) or the officer nominated by him shall be final and binding on the party/parties. The arbitration proceedings shall be held at an appropriate location in Delhi/New Delhi. The limitation for filing claim for arbitration is 180 days from the 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 place of settlement of disputes shall be Delhi. In the case of settlement of dispute in the Court of Law, it will be in jurisdiction of Court at Delhi.
29. Subject to the above, the provisions of the Arbitration Act, 1996 or any statutory modification on enactment thereof and rules made thereunder and for the time being in force, shall apply to arbitration proceedings under this Clause.
30. The arbitrator may from 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.
31. The validity of bids will be 180 (One Hundred eighty) days from the date of opening of the tender in the instant tendering process. Further extension of validity of bid will be at the discretion of HoD, Planning Commission, but the bidders would be asked for their opinion on the same if the validity period is to be extended.

24/4/2014
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नई दिल्ली / New Delhi

32. Bidders can obtain clarification regarding the bidding conditions, bidding process or rejection of their bids. The enquiries relating to rejection of bids would be considered for reply/consideration only until sixty (60) days after the date of award of contract.

33.(a) The rates of replacement/maintenance/repair of various electrical items (as per the performa at Annexure-IIA) are to be quoted for repair/ replacement of all minor and major parts of items (IS/BIS marked wherever applicable).

33.(b) The consolidated rates for the above items should be quoted after inspecting the present condition of equipments on "As is where is" basis in respect of the Electrical Items. If needs be, the Bidder may come for inspecting the relevant office buildings after giving intimation to Shri Awinash Chandra, US (G-II), Planning Commission.

33.(c) The contractor will ensure that all electrical equipment give uninterrupted services. For this purpose, the contractor will depute at least two qualified (preferably ITI certified) electricians/mechanics in the Department for the whole day and all the complaints relating to electrical equipment should be promptly attended to by them. The contractor will be responsible for all safety measures and precaution to prevent any short circuit/leakage of current in respect of all the items under the AMC.

33.(d) If the electrical items/parts supplied found faulty or not in working condition or below standards, cost will be imposed on the contractor and this amount will be deducted from the pending bill of the firm or security deposit, as the case may be.

33.(e) It shall be the responsibility of the firm to hand over the electrical equipment under contract owned by this department to the department, in working condition at the end of the contract period.

33.(f) The work which cannot be done within the office premises shall be allowed to be done outside the building with the written permission of this Department. No extra charges will be paid for this work. In such cases, the transport and the labour charge will be borne by the contractor himself.

33.(g) Initial servicing etc, of Heaters/convertors will be completed within 15 days of acceptance of tender and Table/Pedestal Fans will be completed within 15 days of March where any part has to be replaced prior written order will be obtained. It is the bounding obligation of the contracting party under the AMC to provide only genuine/original parts, wherever required to the satisfaction of this Department. Failure to do so will render the contractor liable for penal action of deduction of the value of any loss caused to the Department on this account. The penalty may also include premature termination of contract and forfeiture of security deposit.

33.(h) The contractor has to use all products/materials of ISI Mark only.

33.(i) It will be the responsibility of the contractor to have a periodical check of voltage and amperes to the electric points attached to the valuable instruments viz. Photocopier Machines, Fax, Printers, Computers, Scanners and Refrigerators etc. and report need to be submitted every fortnight.

34.(a) In respect of cold & hot water dispenser the comprehensive rates for 'providing dispenser on hire basis should be quoted after inspecting the possibility of installation of the Water Dispenser.

7/4/2014
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34.(b) In respect of water dispenser the contractor will ensure that the hire basis dispensers give uninterrupted, trouble free service. For this purpose, he will depute at least one qualified mechanic in the department for the whole day so as to attend to all the complaints relating to dispenser promptly. The firm will ensure that all the dispensers are cleaned at least once a week invariably and a 'job card' to be maintained with every water dispenser.

35.(a) The selected firm should be in position to supply potable drinking water (sealed 20 litre jars) on a short notice as and when required by the office. No. extra transportation cost shall be paid by this office and the transportation cost has to be borne by themselves. The rates quoted by the firm should be all inclusive i.e. all taxes, transportation cost, etc.

35.(b) The potable water would be of BIS standards. In case of deficiency in service or quality of water, it would be open for this office to cancel the contract and forfeit the performance security.

35.(c) If the supplier fails to supply the water jars in stipulated time or if the quality of the water is not as per the approved/required norms, this office shall be free to make necessary procurement of water jars from the market at the suppliers' risk and cost which shall be recoverable from his pending bills or performance security besides resulting in cancellation of the contract. Further in case of any deficiency in service, a penalty of 5% of the total amount of the bill for the relevant period will be imposed.

36.(a) The owner/authorised representative of the successful Bidder should be available on his direct telephone and also on mobile phone.

36.(b) the successful Bidder would have to engage two persons, besides the mechanic mentioned in 34.(b) above, for ensuring regular supply of water to, and checking water-levels of, all the cold and hot water dispensers throughout the day. They would have to constantly monitor the water consumption of all the dispensers.

37.(a) The firm shall be responsible for payment of wages/settlement of dues with workers engaged by the firm as per prevailing labor/wages laws in force in NCT of Delhi and the Council shall not be a party to any dispute between the firm and workers.

37.(b) The contractor will not attend any job directly himself unless directed/ ordered by the General Section/ Authorised Person. Work done certificate may also be obtained from the officials for the job attended.

37.(c) If the work of the firm is found unsatisfactory or if the firm dishonour contract, the job will be entrusted to any other firm/party to the risk/expense of the awardee' firm.

37.(d) In the matter of the instant tendering process, the decision of this Deptt. shall be final and binding on the contractor. Unrealistic prices quoted by bidders would debar them from being considered for this award of the contract and future contracts by this Ministry/Deptt.

(Awinash Chandra)
Under Secretary to the GOI
Tel. No. 011-23042411

Copy to:-

CIT&I Division, Planning Commission with the request to upload the tender on
the Planning Commission's website.

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Annexure-VA

1. The Technical Bid would be qualifying nature. The Proforma of the same is given at Annexure-IA. Any bidder found to be scoring less than 40 in this bid would be disqualified from further participation in the instant tendering process in the sense that the financial bids of this bidder would not be opened at all. The Note under the Proforma may please be read carefully.

Hypothetical Illustration:

Let us assume that a bidder has the experience of having contracts with 4 Government departments/offices and 1 private organisation out of which, in 2 Government departments/offices in Delhi/New Delhi/NCR area, he has an experience of 8 and 7 years, respectively, of providing electrical maintenance and in 1 another Government department/office in Delhi/New Delhi/NCR area, he has an experience of providing cold & hot water dispensers for last 5 years whereas in another Government department/office, he has the experience of providing both, for 3 years, and in the private organisation, he has the experience of providing maintenance for years. Further more, the bidder has a total experience of 11 completed years, counting from the date of the first such order in electrical maintenance, a proof of which has been submitted. Further, the bidder has only one ITI-certificate holder to engage for the execution of the contract. Hence, as per (1), the bidder would score 11, as per (2), 5, as per (3), 3×2.5 or 7.5, as per (4), 10, as per (5), 2.5, as per (6), 1, as per (7), 0 and as per (8), 4, or a total of $(11+5+7.5+10+2.5+1+0+4)$ or 41.

2. Once the scores in the Technical Bid are finalised, Financial Bids of only those bidders would be opened who score at least 40 in the Technical Bid.

3. In all the cases of the Financial Bids, i.e., Financial Bid-1, Financial Bid-2 and Financial Bid-3, the sum of the respective columns with sl. No. (5) would be taken as the respective total scores of the bids. They would be added and L1 would be chosen on the basis of lowest total of Financial Bid-1, Financial Bid-2 and Financial Bid-3.

4. However, the Technical Bid of any bidder would be opened only if the application submitted by the same in the proforma given at Annexure-I is complete in all respects.

4/4/2014

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Annexure-VI

Instructions for Online Bid Submission

**Instructions to the Bidders to submit the bids online through
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.
- 11) Bidder selects the tender which he is interested using search option & then move it to the my favorites folder.
- 12) From the ‘my favorites’ 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 (अविनाश चन्द्र) 14/11/14

- 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.
- 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 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 cppp-nic@nic.in or by phone: 1-800-233-7315 well in advance.

4/4/2014
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Annexure-VII

CHECK LIST

DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID

1. E.M.D. (Pay Order/Demand draft) to be dropped in EMD box separately. (clause No. 12 at Annexure-V).
2. Proof of Registered Office / Branch Office of Company /Firm /Agency in Delhi/New Delhi/NCR. (clause No. 5 at Annexure-V).
3. Proofs of own Bank Account, TIN, PAN, VAT/Sales Tax Registration and the latest copy of the Income Tax Return. (clause No. 6 at Annexure-V).
4. Self attested copy of a certificate indicating that the bidder has carefully read the terms and conditions of the tender and accepted al the provisions of the tender (clause No. 8 at Annexure-V).
5. Self attested copy of non-blacklisting certificate (clause No. 9 at Annexure-V).
6. 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.10 at Annexure-V).
7. A proof about average annual turn over not less than Rs. 1.00 crore for last two years. (Clause No.11 at Annexure-V).
8. A scanned copy of the E.M.D. (Pay Order/Demand draft) to be enclosed with the tender bid. (clause No. 12 at Annexure-V).
9. If the bidder is exempted from submission of EMD, copy of relevant orders/documents regarding such exemption to be enclosed with the bid.
10. The Integrity Pact, duly signed by the bidder- the scanned copy of the same

म ५/५/२०१५
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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)
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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.

27/4/2014
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नई दिल्ली / New Delhi

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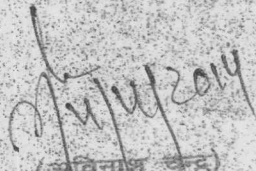
reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract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

7/4/2014

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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.

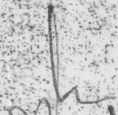
5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same 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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1/4/14/2014
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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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24/4/2014
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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

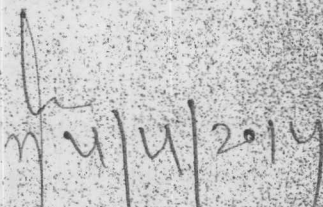
1. _____

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.


 7/4/2014
 (अविनाश चन्द्र)
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