



**CENTRAL BOARD OF SECONDARY EDUCATION  
REGIONAL OFFICE, DELHI**

An Autonomous Organisation under the Union Ministry of Human Resource Development (Govt. of India)  
PS, 1-2, Institutional Area, I.P.Extn. Patparganj, Delhi-110092

**File No. : CBSE/ROD/Maint/2014/**

**Dated: 03/03/14**

**Sub: - Annual Maintenance Contract for Operation and Maintenance of Fire Fighting System and Water Pumps at Regional Office, Delhi.**

Sir,

The CBSE intends to invite Tenders in three envelope system for annual maintenance contract for operation and maintenance of fire fighting system and water pumps at the Regional office, Delhi, estimated cost Rs. 50,075/- per month (Rs. Fifty Thousand & seventy five only/-). Rates are to be quoted on the prescribed format. The tender documents can be downloaded from our website [www.cbse.nic.in](http://www.cbse.nic.in), In such case, Bidder should fulfil the pre-qualification criteria and should submit the required documents in the specified manner in a sealed envelope superscripted **Envelope No.2: Technical bid for pre- qualification for (Annual Maintenance Contract for Operation and Maintenance of Fire Fighting System and Water Pumps at Regional Office, Delhi).**

In case of tender documents downloaded from our website [www.cbse.nic.in](http://www.cbse.nic.in), the tenderer should enclose the cost of tender document by demand draft in favour of Secretary, CBSE, New Delhi for an amount of **Rs. 500/-** (Non Refundable). This should be submitted in a separate sealed envelope super scribed **Envelope No.1: Cost of Tender Document & EMD for the Annual Maintenance Contract for Operation and Maintenance of Fire Fighting System and Water Pumps at Regional Office, Delhi.**

A separate sealed envelope marked **Envelope-III** (as above) shall contain the tender (Price Bid) each page duly signed & stamped with prices as specified in this **NIT**. The envelope shall be super scribed as **Envelope-3: Price Bid for the work of Annual Maintenance Contract for Operation and Maintenance of Fire Fighting System and Water Pumps at Regional Office, Delhi.**

All the 3 sealed envelopes should be put into a separate sealed envelope & superscribe as **Tender documents for the work Annual Maintenance Contract for Operation and Maintenance of Fire Fighting System and Water Pumps at Regional Office, Delhi due on 14.03.2014 at 1400 hrs.**

The tender complete in all respect along with an EMD of **Rs. 15,100/-** payable in favour of the Secretary, CBSE, Delhi must be submitted latest by 14.03.2014 up to 2:00 p.m. and dropped in the tender-box placed at Ground Floor near Reception Counter, CBSE Regional office building, Delhi-92. The tenders will be open on the same day i.e. 14.03.2014 at 1430 hrs. Incomplete and conditional tenders shall be summarily rejected. The CBSE reserves the right to reject any or all the tenders without assigning any reason thereof.

**Yours faithfully**

**(Director)  
Regional office, Delhi**

**CENTRAL BOARD OF SECONDARY EDUCATION,  
I.P. Extn. Patparganj, Delhi – 110092  
TECHNICAL PARAMETER**

**Last Date for submission: 14.03.2014  
Up to 2.00 P.M.**

**Name of work: Annual Maintenance Contract for Operation and Maintenance of Fire Fighting System and Water Pumps at Regional Office, Delhi.**

1. Credentials of tenderer
- 1.1 Name of the Agency: \_\_\_\_\_
- 1.2 Office Address and  
Tel. Nos. \_\_\_\_\_
- 1.3 Licence No. & Registration details  
(with documentary evidence) \_\_\_\_\_
- 1.4 P.F. A/c No.  
(With documentary evidence) \_\_\_\_\_
- 1.5 PAN No.  
(with documentary evidence) \_\_\_\_\_
- 1.6 Service Tax Regd. Certificate:  
(supported with documentary evidence) \_\_\_\_\_
2. Annual turnover for last three years  
(supported with documentary evidence) \_\_\_\_\_
3. Experience (last three years) \_\_\_\_\_

- 3.1 Proof of having successfully completed similar works during last 3 years ending last day of the month previous to the one in which tenders are invited as per the following:-
- a) Three similar completed works costing not less than the amount equal to 40 % of the estimated cost. OR
- b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost. OR
- c) One similar completed works costing not less than the amount equal to 80% of the estimated cost.
- 3.2 Contract details fulfilling eligibility criteria

S.No.	Year	Name of the Organization	Cost of the work (Executed )	Officer Concd. in the Organization with T.No.	Period From To

- 3.3. Present assignment in hand complying tender parameters: particularly in multi-storied bldgs.  
(Supported with documentary evidence)
- (i)
- (ii)
- (iii)

3.4 Manpower details in terms of supervisors, & staff

3.5 Earnest Money Deposit (EMD)

- i) The Govt. Departments, Public Sector Units, Small Scale Industrial (SSI) Units (only permanently registered) & agencies registered with NSIC etc., are exempted from submitting EMD.
- ii) SSI Units and agencies requesting for exemption from submission of EMD shall submit a copy of their Registration Certificate.
- iii) Only such SSI Units and agencies registered for the same trade/Item for which the tender is relevant shall be exempted from submission of EMD.
- iv) EMDs of unsuccessful tenders shall be refunded after reasonable time without interest.
- v) The tenders without EMD or partial EMD shall be summarily rejected.
- vi) Earnest money to successful tenderers shall be adjusted in the security deposit of first RA bill. The Security Deposit (ISD) @ 10% of contract value in form as prescribed under General Financial Rules, 2005 shall be refunded after the expiry of defect liability period of six month. No interest will accrue on such deposit.

4. Particulars of D.D. as earnest money:

Amount Rs. : **15,100/-**  
D.D/B.D Nos. : \_\_\_\_\_  
Issuing Bank with \_\_\_\_\_  
Date of Issue : \_\_\_\_\_

5. Copy of the documents at Serial Nos.1.3 to 3.5 be attached.

Declaration: All terms and conditions as mentioned in the tender are acceptable to me/us.

**(Signature of the Tenderer)**  
**With complete address and seal**

**Tel. No.:** \_\_\_\_\_

**Mobile No.:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Date :** \_\_\_\_\_

## SPECIAL CONDITIONS

**Subject: Annual Maintenance Contract of Operation and Maintenance of fire fighting system and water pumps at Regional office, Delhi.**

1. **PAYMENT TERMS**

- a) Payment shall be made on monthly basis on satisfactory performance.
- b) Contractor shall submit his monthly bill to the engineer-in-charge, attaching all the required documentary proof confirming there upon that all statutory obligations as per rules are being observed. No interest shall be paid in cash of delay in payments
- c) Payment shall be released after all statutory deduction at source as per rules and acts enforced during the tenancy of the contract.
2. The contractor shall be fully responsible for theft, burglary, fire or any other mischievous deeds done by the staff.
3. All staff deputed should have:-
  - a) Clearance from Delhi Police/Vigilance department.
  - b) Wear proper uniform provided by the contractor as decided by the management.
  - c) Not misbehave with any staff member and shall not enter into any in law full activity.
4. The staff deputed for tender work shall be paid in accordance with the latest Notification of Delhi Administration for Minimum Wages Act, according to the designation of the staff.
5. The Contractor shall pay the salary/wages to their employees through cheques only and submit the salary sheet along with the bill for payment.
6. It should be clearly noted that the Management can inquire from the contractor's staff in person regarding actual salaries paid to them and if any lapse is found on this account, then the contract shall be liable for termination through "ONE MONTH NOTICE" and complaint to the LABOUR COMMISSIONER.
7. Contractor is required to provide two sets of terricot uniform, one pair and cap as approved by the CBSE Management to each staff during the first month of annual contract for one year duration and ensure that the staff on duty is in proper uniform.
8. One time Security Deposit of **Rs.50, 000/-** will be deposited by the firm on award of work. This S.D. will be refunded after expiry of contract. The EMD will be adjusted towards one time Security Deposit.
9. The contract shall be for one year & can be extended for further one year or terminated on approval of competent authority at any time by the corporation by giving one month notice if the service/works are found unsatisfactory or staff deputed by the contractor found indulge in any unlawful activities or the performance is not found up to the mark/requirement or any act of omission and commission by the contractor or their staff.
10. Contractor will arrange the Inspection from concerned authority if required and proper arrangement will be made for NOC.
11. Any increase in labour rates by the Delhi Govt. shall be reimbursed on production of documentary evidence and subject to Approval of Competent Authority.
12. In the event of award of work, the contractor shall bring all the materials required for execution of work along with challans in duplicate indicating reference of work order, quantity, specifications etc and get them checked/verified through security.
13. One copy of the challan will be retained with the security department. The original copy will be stamped and signed by the security and will be returned to the Contractor, who will submit the same along with the bills for necessary verification and processing for payment. For materials brought inside the Hotel without proper challans /security checks, No payment shall be released by the Hotel.
14. In case the materials are required to be taken back from the CBSE campus after execution of the work, the same will be allowed only through proper non-returnable gate pass.

15. Any damage to the equipments due to negligence of contractor's staff which are under the Operation and maintenance of this contract shall be contractor's responsibility and have to be made good by the contractor without any extra charge.
16. The contractor includes satisfactory operation / maintenance / of the equipments and of the whole system and other auxiliaries attending day to day faults of equipments and other auxiliaries.
17. The system shall always be kept on auto modes.
18. The contractor shall have demonstrated operations periodically time to time to the entire satisfaction of the officer-in-Charge as well as Delhi Fire Service.
19. The contractor's staff shall have to be present even if the system is under repair.
20. The staff engaged in operation and maintenance should be able to do preventive maintenance and visualize the faults which develop during operation to avert major break down or wear and tear of the equipments and system.
21. The regular servicing of all the equipments and other auxiliaries of the system in the scope of work shall be done strictly as per recommendations of manufacturers or as and when required whichever is earlier and nothing extra will be paid on this account.
22. The firm is expected to be fully aware of the bye laws and requirements of consent authority and shall be fully responsible for their compliance.
23. CBSE shall have liberty to discontinue the contract if the performance is found unsatisfactory or is not accordance with the terms & conditions.

## Technical specification

### FIRE ALARM SYSTEM

#### 1. SCOPE OF WORK

The **Annual contract of Operation and Maintenance of Fire fighting System and water pumps at Regional office, Delhi.**

Round the clock along with the manpower as specified for CBSE Regional office, Delhi for the System. The complete System must always be maintained in perfect running order as per the standard and requirement of fire safety measures. The maintenance part includes the following:

#### **MAIN CONTRAOL PANELS: ZONE CONTROL PANEL**

Regular and periodic servicing and maintenance of all the main and zonal control panel (Conventional ) including repair and replacement of minor parts like resistances, condensers, LEDs, switching knobs, control panel, wirings, did odes zone cards, I.C's, batteries, Panel Boards, detectors, hooters, MCBs etc. shall be supplied by the Hotel.

#### **SMOKE / HEAT DETECTORS**

Regular and periodical servicing and cleaning of smoke detectors and heat detectors including replacement of detectors (detectors to be supplied by the CBSE Regional office, Delhi).

#### 2. **RESPONSE INDICATORS:**

Regular and periodical servicing and maintenance of the response indicators including replacement of R.I (R.I. to be supplied by the CBSE Regional office, Delhi).

#### **HOOTER/SPEAKERS:**

Regular servicing and maintenance of the hooters and speakers including repair or defective Hooters / speaker including replacement of hooters speakers (hooters/speakers to be supplied by the CBSE Regional office, Delhi)

#### **MANNUALCALL POINTS:**

Regular maintenance and servicing of manual call points including replacement of front Glass if broken.

#### **WIRING (Unarmored and Armored)**

The maintenance of the system requires perfect wiring including control wiring, any fault in the wiring must be attended by the contractor except replacement of the unarmored /armored wiring.

#### 5. **MANPOWER**

1. The firm should use trained man directly employed & supervised by them. The persons should be well qualified and experienced to keep all equipments in proper and safe operating condition. "The contractor should regularly and systematically examine the system. The minimum manpower requirements for operation and maintenance round the clock in three shifts of system are as under:-

- a) Fire Man- 01 Nos. including reliever
  - b) Semi-skilled- 03 Nos. including reliever.
  - c) The fire man should be with minimum qualification of 6 months fire safety From Govt. recognized institute/IFE (India) IFE (UK) 01no.
  - d) The contractor has to provide all the staff round the clock i.e. in three shifts including Sundays and other Holidays. No extra payment on account of working on Holidays /Sundays/ National Holidays will be made.
6. Whole of the system shall be kept in proper working condition all the time including regular Cleaning of Zonal Panels.
7. Fortnightly Cleaning of all the equipments and system etc. shall be the responsibility of the Firm for which nothing extra will be paid on this account by CBSE
8. The contractor shall have "to demonstrate operations from time to time to the entire Satisfaction of the Officer-in-Charge.
09. The Contractor shall give his telephone numbers and address where he/his authorized Representatives can be contacted.

10. The contractor shall insure all his personnel for workmen compensation and take adequate third party insurance as required under labour laws.
11. The contractor's staff shall have to be present on duty even if the system is under repair /maintenance.
12. The regular servicing of all the equipments and other auxiliaries of the system in the scope of work shall be done strictly as per recommendations of manufacturers or as and when required whichever is earlier and nothing extra will be paid on this account.

## Details of Equipments Installed at CBSE Regional office, Delhi.

### A. FIRE ALARM SYSTEM

1. MAIN FIRE DETECTION CONTROL
2. PANEL (CONVENTIONAL)
3. NUMBER OF ZONAL PANEL
4. SMOKEDETECTORS
5. HEAT DETECTORS
6. MANNUAL CALL BOXES (MCB'S)
7. RESPONSE INDICATOR
8. HOOTERS/ SPEAKERS
9. BATTERY BACK UP SYSTEM
10. EMERGENCY EXIT & FIREHYDRANT SIGN  
(BATTERY BACKUP TYPE)

### B. FIRE HYDRANT SYSTEM

1. LANDING VALVE
2. HOSE BOX (INSIDE)
3. HOSE BOX (OUTSIDE)
3. HOSE 63 MM
4. BRANCH PIPE
5. HOSE-REEL (BLACK)
6. F.B.I –THREE WAY
7. DRAW OFF
8. PUMPS
  - A) MAIN PUMP 50 HP
  - B) JOCKEY PUMP 15 HP
  - C) SPRINKLER PUMP 50 HP
9. DG SET PUMP 79 HP
10. SPRINKLER (BASEMENT)

### GAS BANK

#### MONTHLY CHECK

1. CLEANING & PERFORMANCE OF EACH DETECTOR ZONE WISE.
2. PERFORMAMNCE CHECKS OF AUTOMATIC FIRE CONTROLS.
3. COMPLETE OVERHAULING OF CONTROL PANEL.
4. FORTNIGHTLY CHECK AS STATED AGAINST FORTNIGHTLY CHECK



## **FIRE ALARM DETECTION SYSTEM MAINTENANCE SCHEDULE**

### **DAILY CHECKS**

1. General Check of all the Control Panels
2. General Check of all batteries. Terminals. Distilled water and complete battery back-up on load and changing current level.
3. General Check up of Intercom System.
4. General Check of all Zones.
5. Checking/attending of false/real alarms.
6. General Check up of Hooters and Speakers.
7. Keeping the entire system in ready to detect fire - Smoke.

### **FORTNIGHTLY CHECKS**

1. Check operating readiness during main failure.
2. Performance check of fault signals.
3. Performance checks of alarm devices.
4. Performance checks of detectors.
5. Performance check of pill boxes (MCBs)
6. Performance checks of intercom system. .
7. Performance checks associated against daily checks.
8. Daily checks associated against daily checks.
9. Keeping the detector free from all unwanted materials.

### **MONTHLY CHECKS**

1. Cleaning and performance of each detector zone wise.
2. Performance checks of Automatic Fire Control.
3. Complete over-hauling of Control Panel.
4. Fortnightly checks as stated against Fortnightly Checks.

**CENTRAL BOARD OF SECONDARY EDUCATION  
UNIT- Regional office, Delhi**

**BILL OF QUANTITY**

**Sub: Annual contract of Operation and Maintenance of Fire fighting System and water pumps at Regional office, Delhi.**

<b>Sr. No.</b>	<b>Description Of Item</b>	<b>QTY.</b>	<b>UNIT</b>	<b>Rate (In Words &amp; Figures)</b>	<b>Total Amount</b>
1	24 Hrs. operation and maintenance of Fire Installation consisting of Wet-Riser and Sprinkler System comprising 75 HP pump sets-2 nos., 79 BHP Diesel engine coupled pump set-1 no. Jockey pump set 15 HP-1 no. along with all respective control panels & safeties. Charge.	12	Per Month		
2	Operation and maintenance of Fire detection & Alarm system comprising 14 Zonal panels, One Master control panel at Ground floor i/c the P.A. system with talk-back complete.	12	Per Month		
3	Operation and maintenance of 02 Nos. of water supply pump sets of capacity 7.5 HP Kirloskar make and 02 No. Sump pump sets of capacity 1 HP in the pump house and 02 Nos. sum pumps in the basement i/c DOL starters from 8:30 am to 6:00 pm daily on all the six days of the week.	12	Per Month		
		<b>Total</b>			

**Acceptance by the Tenderer**

I hereby affirm that I have read all the instructions, terms & conditions before submission of the Financial Bid.

**(SIGNATURE OF TENDERER)  
with office seal**

**Telephone No:** \_\_\_\_\_

**Mobile No.** \_\_\_\_\_

**Place:** \_\_\_\_\_

## PRE CONTRACT INTEGRITY PACT

### General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_day of the month of \_\_\_\_\_2014, between, on one hand, the President of India acting through Shri \_\_\_\_\_, Designation of the officer, Ministry/Department, Government of India (hereinafter called the "BIDDER", 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 :-

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.
- 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, organization 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, 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/authorized 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 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 shall 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 carries. 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 the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling 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 Enterprises in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

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

#### **5. Earnest Money (Security Deposit)**

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

- v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
  - vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
  - viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - ix) In 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.
  - 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**

- 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 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 & written report to the designated Authority of BUYER/Secretary in the Department/within 8 & 10 weeks from the date of reference or intimation to him buy 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 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,
- 13. The parties will strive to come to an agreement to their original intentions.  
The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BUYER  
Name of the Officer  
Designation  
Deptt./MINISTRY/PSU

BIDDER  
CHIEF EXECUTIVE OFFICER

**Witness**

**Witness**

1. \_\_\_\_\_ 1. \_\_\_\_\_

2. \_\_\_\_\_ 2. \_\_\_\_\_

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