



**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: 24/02/14**

**Sub: - Re-painting works of MS pergolas, Exterior paint and inside public area and grinding polishing at the Regional office, Delhi.**

**Sir,**

The CBSE intends to invite Tenders in three envelope system for Re-painting works of MS pergolas, Exterior paint, inside public area and grinding polishing works at the Regional office, Delhi, estimated cost Rs. 8,16,443/-. 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 (Re-painting works of MS pergolas, Exterior paint and inside public area and grinding polishing 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 Re-painting works of MS pergolas, Exterior paint and inside public area and grinding polishing 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 Re-painting works of MS pergolas, Exterior paint and inside public area & Grinding & Polishing at Regional office, Delhi**

All the 3 sealed envelopes should be put into a separate sealed envelope & superscribe as **Tender documents for the work Re-painting works of MS pergolas, Exterior paint and inside public area & Grinding & Polishing at Regional office, Delhi. Due on 04.03.2014 at 1400 hrs.**

The tender complete in all respect along with an EMD of Rs. 20,500/- payable in favour of the Secretary, CBSE, Delhi must be submitted latest by 04.03.2014 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. 04.03.2014 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: 04.03.2014  
Up to 2.00. P.M.**

**Name of work: Re-painting works of MS pergolas, Exterior paint and inside public area and grinding polishing at the 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. : 20,500/-

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

## Terms & Conditions

1. The work shall be executed as per the approved specifications and CPWD norms.
2. The work is time bound, hence time is the essence of the contract.
3. The work is to be completed within 60 days from 5<sup>th</sup> day of award of work.
4. All the materials shall be got approved from the Engineer In-charge before installation.
5. No T & P shall be provided by the Board.
6. Scaffolding shall be arranged by the Contractor for which no extra payment shall be made.
7. The work shall be executed under the strict supervision of the Engineer In-charge.
8. The measurements shall be recorded jointly with contractor and CBSE engineer.
9. Potable water shall only be used, in no case ground water shall be used.
10. Half % each for water and electricity will be deducted from the bill.
11. In case of delay, a penalty @ 1% per week shall be levied subject to a max of 5% of the contract value.
12. In case of poor workmanship, the Board shall have the right to rescind the contract and get the work executed through any other agency at the risk & cost of the defaulting contractor.
13. In case the work is kept suspended without any valid reason, the Board shall be free to get the remaining work executed through any other agency.
14. The contractor shall be required to provide adequate safety for its workers and the Board shall not be accountable to any kind of injury/ accident at site.
15. 10% amount shall be retained as security for a period of 6 months as defect liability. In case no defect is observed the same shall be released.
16. The contractor will use reputed brand of material like ASIAN, ICI, DULUX, or equivalent.
17. The contractor shall take all safety precautions for his workers and shall be sole responsible for any mishap.
18. A tenderer should quote the rate (s) of tender in figures as well as in words. The total amount shall be written both in figure and in words.
19. All rates shall be quoted on the tender form and shall include all material, labour, transportation, all taxes, duties, supervision, tools, plants, wastage, sundries, scaffoldings as required mobilization demobilization, transportation etc. and nothing extra shall be payable on this account. However, the rates shall not include the service tax, which will be reimbursed on submission of challan.
20. Sales Tax or any other tax on materials in respect of this contract shall be payable by the contractor and the corporation will not entertain any claim whatsoever in this respect.
21. The rates of the contractor shall be inclusive of Labour Cess @ 1% or as applicable and necessary recovery of labour cess shall be made from each RA bill by the CBSE to be deposited with the labour board of the concerned state.

22. The rates quoted by tenderers shall be exclusive of ESI/EPF which shall be reimbursed separately (wherever applicable) after receiving claim of the contractor duly supported with ESI/EPF deposit challans in respect of associated manpower.
23. The contractor shall be solely responsible for complying with all the provisions of EPF, miscellaneous provisions Act 1952 and ESI act relating to manpower engaged for this contract and in the event of any liability on CBSE by virtue of its being the principle Employer. Due to failure of the contractor to comply with the said Acts, the contractor shall indemnify and reimburse the amount payable by CBSE on this account.
24. **Sealed Envelope-I:** shall contain draft for tender cost (Non-Refundable) & draft for Earnest Money Deposit of related work. The envelop should be superscripted as **ENVELOP-1** along with name of work - **Re-painting works of MS pergolas, Exterior paint and inside public area & Grinding & polishing at Regional office, Delhi**. Tender cost & EMD. Tenders without the earnest money and cost of tender if any will be summarily rejected.
25. **Sealed Envelope II:** marked as technical bid shall contain all the required documents incorporated in the format for the check list for tender submission. The envelope shall be super scribed as **ENVELOPE 2 -Technical bid for the work of Re-painting works of MS pergolas, Exterior paint and inside public area & Grinding & polishing at Regional office, Delhi**
26. Sealed envelope **Envelope-III** shall contain the tender documents (Price part) 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 Re-painting works of MS pergolas, Exterior paint and inside public area & Grinding & Polishing at Regional office, Delhi**
27. All the 3 sealed envelopes should be put into a separate sealed envelope & superscribe as **Tender documents for the work Re-painting works of MS pergolas, Exterior paint and inside public area & Grinding & Polishing at Regional office, Delhi. Due on 04.03.2014 at 1400 hrs.**
28. The Central Board of Secondary Examination will return the earnest money, where applicable to every unsuccessful tenderer on production by the tenderer of a certificate of the Engineer that all tender documents have been returned.
29. CBSE do not bind themselves to accept the lowest or any tender or to give any reasons for the decision.
30. The Central Board of Secondary Examination reserve to themselves the right of accepting the whole or any part of the tender and tenderer shall be bound to perform the same at his quoted rates.
31. This notice of tender shall form part of the contract documents.
32. The validity of the tender (s) shall be up to **60** (ninety) days from the date of opening of Tender(s).
33. The use of whitener/eraser in this tender document is prohibited. While filling the tender papers, if any correction becomes necessary, the same should be done by SCORING OFF originally written rates/figures etc. and then rewriting should be done under initials of person filling the tender.
34. **Conditional Tender - Conditional tenders are liable to be rejected.**

35. **Canvassing** - Canvassing or support in any form for the acceptance of any tender is strictly prohibited. Any tenderer doing so will render himself liable to penalties which may include removal of his/her name
36. **SUBLETTING** - The contractor shall not, without the prior approval of the competent authority in writing sublet or assign to any other party or parties, the whole or any portion of the work under the contract. Where such approval is granted, the contractor shall not be relieved of any obligation or duty or responsibility which he undertakes under the contract.
37. **REMOVAL OF UNDESIRABLE PERSON(S)** - The contractor shall, on receipt of a requisition from the Engineer-in-charge, at once remove any person(s) employed by him on the work who, in the opinion of the Engineer– in-charge is unsuitable or undesirable at the site of the work.
38. **RIGHTS TO INCREASE OR DECREASE WORK** - **The competent authority reserves the right to increase or decrease the works depending on the situation emanating at a particular time.** The competent authority also reserves the right to increase or decrease any portion of the work during the currency of the contract and the contractor shall be bound to comply with the order of the competent authority without any claim for compensation.
39. **FAIR WAGES** - The contractor shall pay not less than fair wages to labourers engaged by him on the works.
40. The paint to be used shall be of the **make** and **brand** specifically noted in the Work Contract.
41. The paint shall not be received in open packs but in sealed packs only. These packs shall be shown to the Works Engineer before opening them. The factual position in respect of packs of paints shall be recorded by the Engineer-in-charge as and when the packs are opened alongwith their number.
42. The tools and machinery shall be possessed or arranged by the contractor in good working condition. No extra payment shall be made for use of the tools and machinery. No machinery will be supplied by CBSE.
43. **Cleaning:** ensure that the surfaces to be painted are free from any loose paints, dust, and grease, any previous growth of fungus algae or moss. If the surface is not free from these elements, they need to be removed thoroughly by vigorous wire brushing and cleaning with water.
44. Protection of work/workers: The safety of the work in all respect is contractor's responsibility till the site is handed over back to CBSE after completion of project.
45. Measurement: The quantities given in the tender are approximate but however the payment shall be made on the basis of actual measurement taken on site and in conformity with BIS codes.

## SCHEDULE OF WORK

**Name of work: Re-painting works of MS pergolas, Exterior paint and inside public area & Grinding & Polishing at Regional office, Delhi.**

Sr. No.	Description	Qty.	Unit	Rate (Rs.)	Amount
1.	Distempering with oil bound washable distemper of approved brand and manufacture to give an even shade Old work (one or more coats)	1283.71	Sqm		
2.	Wall painting with acetylic emulsion paint of approved brand and manufacture to give an even shade : Two or more coats on old work	250	Sqm		
3.	Providing and applying plaster of paris putty of 2 mm thickness over plastered surface to prepare the surface even and smooth complete.	1000	Sqm		
4.	Removing white or colour wash by scrapping and sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete	1000	Sqm		
5.	Providing and applying two coats of fire retardant paint on cleaned wood / ply surface @ 3.5 sqm per litre per coat including preparation of base surface as per recommendations of manufacturer to make the surface fire retardant.	99.45	Sqm		
6.	Distempering with oil bound washable distemper of approved brand and manufacture to give an even shade: New work (two or more coats) over and including water thinnable priming coat with cement primer	2634.15	Sqm		
7.	Painting with aluminium paint of approved brand and manufacture to give an even shade. Two or more coats on new work	52.30	Sqm		
8.	Re-painting of MS pergolas at all heights including removing of loose material, brushing the surface, cleaning and two or more cotes aluminium paints all as directed by the engineer encharge. (pergolas on the front sides and 02 Nos. on the sides)	One job	LS		
9.	White washing with lime to give an even shade Old work (two or more coats)	5149.63	Sqm		
10.	Finishing walls with Acrylic Smooth exterior paint of required shade New work (Two or more coat applied @ 1.67 ltr/10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/ 10 sqm)	1636.15	Sqm		
11.	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade one or more coats on old work	553.65	Sqm		
12.	Painting (two or more coats) with synthetic enamel paint of approved brand and manufacture and required colour i)on rain water, soil, waste and vent pipes 100 mm diameter pipes ii) Ramp shed Tube pipes 100 mm	150 150	Metre Metre		

13.	Cleaning the sand stone surface and removing dirt, dust, bird dropping, grease, oil, algae, fungus, monkey beats, vegetable growth etc., including providing, applying and washing the surface with liquid Ammonia Chemical of 5% solution and other chemical cleaning agent as approved by Archaeological Survey of India/ Engineer-incharge, of approved brand and manufacturer, with the help of required scrubbers and also cleaning with machine operated water jet mixed with desired quantity of fine silica where ever required, without causing any scratching/ damage to the stone surface and finally washing the surface with clean water with the help of pressure jet machine, complete in all respect, including taking all precautions to safeguard ventilators, windows, doors etc. by suitable covering so as to avoid any damage to the building/ structure, all as per direction of Engineer-in-charge (The rate is inclusive of all materials & labours involved except scaffolding).	393.00	Sqm		
14.	Grinding and polishing of Kota Stone & Marble in flooring, stairs risers and thread all complete.	563.52	Sqm		
	<b>Total</b>				

**Total Amount is Rs.** \_\_\_\_\_

**Rates in figure:** \_\_\_\_\_

**In words:** \_\_\_\_\_

**Accepted by me**

**Signature**

**Prop/Manager**

**Seal of the agency**

**Tel. No.:**

**Mob No.:**

## 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 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 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 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 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.