

F.No.D-15011/4/2013-Genl.(Pt.)  
Government of India  
Ministry of Minority Affairs

11<sup>th</sup> Floor, Pt. Deendayal Antyodaya Bhawan  
CGO Complex, Lodhi Road,  
New Delhi-110003  
Dated: 23<sup>rd</sup> January, 2017

NOTICE INVITING TENDER  
(Closing date: 1500 hours of 17.02.2017)

Subject: Tender for supply of stationery to the Ministry of Minority Affairs.

**Section-1**

Sealed tenders are invited from interested firms fulfilling the qualifying criteria for supply of stationery to the Ministry of Minority Affairs, Pt. Deendayal Antyodaya Bhawan, CGO Complex, Lodhi Road, New Delhi, as per terms and conditions detailed out in the following paragraphs.

2. **Qualifying Criteria:** Only firms having experience in the relevant field at least three years need to apply. White submitting the tender, the bidder shall have to furnish to this Ministry self attested copies of following certificates/ documents:

- (i) Proof of supply of stationery and stores of at least Rs.5 lakh (Rupees five lakh only) during each of last three financial year i.e. years 2013-14, 2014-15 and 2015-16 to Central/ State Government officers/ PSUs. Documentary evidence of execution of supply orders signed by an officer not below the level of Section Officer should be produced. Mere production of supply orders would suffice.
- (ii) The firm should be registered with NCCF/ Kendriya Bhandar for supply of stationery and crockery.
- (iii) Valid Income Tax Return for last two financial years i.e. years 2014-15 and 2015-16.
- (iv) Registration certificate for VAT;
- (v) Details of the firm/ company in case of Partnership Firm,

3. **Performance Security:**

3.1 The successful bidder shall be required to deposit an amount of Rs.1 lakh (Rupees one lakh only) within 3 weeks of conveying MoMA's intention for accepting the bid as Performance Security.

3.2 Performance Security shall be submitted in the form of Bank Guarantee issued by a scheduled Bank. Performance Security can also be accepted in the form of Demand Draft in

favour of Drawing and Disbursing Officer, Ministry of Minority Affairs, New Delhi. Performance Security will not bear any interest while in the custody of MoMA.

3.3 Performance Security will be discharged after completion of the contractor's performance obligations under the contract.

3.4 If the contractor fails or neglects any of his obligations under the contract it shall be liable for MoMA to forfeit whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

4. **Material and equipment:** The MoMA shall provide the Bench Mark quality specification/ brand of the stationery and crockery to be supplied, wherever necessary. Any deviation from the approved brand/ specification/ quality shall be viewed seriously. MoMA reserves the absolute right to reject any stationery which, in its opinion, is not of approved brand/ specification/ quality, and the contractor shall be liable to take back such items at his/ her risk and costs. Decision of MoMA in this regard shall be final and binding on the contractor. Repeated supply of inferior quality stationery and crockery shall make the contract liable to cancellation and forfeiture of performance security in whole or part thereof at the discretion of MoMA.

5. **Right to Accept or Reject:** MoMA shall not be bound to accept the lowest or any tender and reserves to itself the right to accept or reject any bid or to accept whole or a portion of a bid, as it may deem fit, without assigning any reason thereof and without incurring any liability to the affected bidder(s) for the action of MoMA. MoMA also reserves the right to award supply orders to two or more bidders, if it feels expedient to do so, in accordance with extant Government guidelines on the subject.

6. Bid forms (Two Bid Format).

- a. The bid should be submitted in **two covers; One** superscribing "Technical Bid" and **Second** superscribing 'Financial Bid' and both the envelopes should be put in another envelope and this envelope should be superscribed "**Tender for supply of stationery and stores**". All the three should be duly sealed. Technical Bid and Financial Bid shall be opened separately. No indication of the prices shall be made in the Technical Bid. **The Bid security in the form of Demand Draft for Rs.1.00 lakh (Rupees one lakh only) in favour of Drawing and Disbursing Officer, Ministry of Minority Affairs, payable at New Delhi should be kept with Technical Bid.**
- b. Tender will be opened in Room No.1151, Pt. Deendayal Antyodaya Bhawan in the presence of bidders present at 1400 hours on the closing day as per schedule mentioned in the NIT. Technical Bids of the Tenders received will be opened on that day and the sealed Financial Bids will be kept in MoMa custody. The Time, Date and Venue of the opening of Financial Bids will be intimated only to those technically qualified bidders, whose Technical Bid is accepted after evaluation of details and documents furnished by the bidders. No correspondence in this regard will be entertained. Incomplete bids, technical and financial bids submitted in a format other than the prescribed format of bids in which both the technical and



financial bid are found in the same envelope is liable to be rejected. Formats of Technical Bid are given at **Annexure-1**. Format of Financial Bid is given at **Annexure-2**. The format of Financial Bid shall not be changed in any manner. All columns should be furnished with relevant details and no column should be left blank. Addition/ deletion/ alteration of the text will automatically render the tender invalid and therefore, will be summarily rejected.

- c. Financial bid of the selected bidders only will be opened.
- d. Bidders shall furnish the documents as per Technical Bid Form at Annexure-1. Every page of the bid documents should be signed by the bidder as token of having read and understood the terms and conditions of the tender.
- e. The sealed tenders, complete in all respects, may be dropped in the tender box of MoMA kept at ground floor of Pt. Deendayal Antyodaya Bhawan up to 1500 hours on **17.02.2017**.
- f. The rates should be mentioned in figures as well as in words exclusive of taxes and levies. The taxes and other levies, if any, should be indicated separately. In case nothing is mentioned, it will be assumed that taxes/ other levies are included in the rates quoted.
- g. Request for revision of rate shall not be entertained under any circumstances during the period of contract.

## SECTION-II

### CONTRACTOR'S OBLIGATIONS

1. The contractor shall supply on demand stationery and stores of approved make, specification, quality and price as and when required.
2. Quality of stationery and stores to be supplied may vary from time to time. MoMA shall place the order as per the actual requirement only from time to time.
3. The contractor shall supply the stationery and stores as per written supply order within three working days of date of the supply order. All items of the supply order shall be supplied at one go as per quantity mentioned in the supply order. The MoMa shall not accept part supply of any stationery/ stores under any circumstances. The delivery shall be got signed by the SO(GA)/ Dealing Assistant as a proof of having supplied the items in full and the same should be attached with bills for payment.
4. If, for reasons of unavailability or short supply, the contractor is unable to supply any particular item of the supply order within three working days, the Ministry may ask for substitute item of equivalent price and the contractors shall be liable to supply the item in required quantity without any extra charge.

#### **5. Debarring conditions:**

- (i) Firms/ companies/ dealers registered in the name of any employee of MoMA or their close relative are debarred from submitting bids under this notice. Certificate to the effect that the bidding firm/ company/ dealer has no personal or official link with any employee of MoMA shall be given by all bidders alongwith the bid

- (ii) No sub-contracting of the Service allotted is permissible by MoMA. The near relatives of all MoMA employees either directly recruited or on deputation are prohibited from participation in this tender.
- (iii) The contractor shall not engage any person below 18 years of age for dealings with MoMA.

**6. MoMA will not have obligatin:-**

- (i) No liability whatsoever for payment of wages/ salaries and other benefits and allowances to the personnel engaged by the contractor that might become applicable under any Act or Order of the Govt. in this regard and the contractor shall indemnify MoMA against any/ all claims which may arise under the provisions of various Acts, Government Order ets. and any breach of such laws or regulations shall be deemed to be breach of this contract.
- (ii) The contractor shall be the employer for his workers and MoMA will not be held responsible fully or partially for any dispute that may arise between the service provider and his workers.

**General Conditions**

- 7. Fall Clause: The rates charged should be in no event exceed the lowest rates of identical description supplied to any other organization during the period of the contract. If so, the successful contractor should pass the benefits to MoMA also.
- 8. Validity of the contract: In normal circumstances, the period of the contract shall be for a period of one year. However, the contract may be extended for a further period of one year on mutual consent on same rate and terms and conditions.
- 9. Payments:
  - a. The bills in duplicate, for the stationery and stores supplied shall be prepared on the basis of approved rates and submitted to MoMA, for effecting payment together with the delivery challans duly signed by SO(GA)/ Dealing Assistant at the time of delivery. No advance payment shall be made for supply of stationery/ stores.
  - b. The payment is released on monthly basis through ECS/RTGS and income tax and other taxes, if any, shall be deducted against bill submitted.
- 10. **LEGAL JURISDICTION:**  
In case of any dispute, the *Delhi court alone* shall have the territorial jurisdiction to adjudicate upon the matter arising out of this contract.





## ANNEXURE-1

**Tender for supply of stationery and stores to the Ministry of Minority Affairs**

Tender Ref:

Date:

**TECHNICAL BID**

To be filled in by the Bidder (enclose copy of documents to support your statement)

1.	Name and Postal Address of the Bidder: _____ _____ _____	Phone: Mobile: Fax: E-Mail:
Enclose self attested copies of documents in support following:		
2.	<p>(i) Proof of supply of stationery and stores of at least Rs.5 lakh (Rupees five lakh only) during each of last three financial years, i.e. years 2013-14, 2014-15 and 2015-16 to Cental/ State Government offices/ PSUs. Documentary evidence of execution of supply orders signed by an officer not below the level of Section Officer should be produced. Mere production of supply order would not suffice.</p> <p>(ii) Annual turnover certificate of the firm certified by Chartered Accountant for at least Rs.5 lakh (Rupees five lakh) during the last two financial years, i.e. year 2014-15 and 2015-16.</p> <p>(iii) Registration certificate with NCCF/ Kendriya Bhandar for supply of stationery and stores.</p> <p>(iv) Valid Income Tax Return for last two financial years, i.e. years 2014-15 and 2015-16.</p> <p>(v) Registration certificate for VAT;</p> <p>(vi) Details of the firm/ company in case of Partnership firm,</p>	
3.	Income tax Permanent account Number (PAN): (attach proof)	
4.	Experience (attach performance Certificate from the Govt./ PSU Companies : ----- years	

Signature and seal of the bidder or authorized representative:



## ANNEXURE-2

## Tender for supply of stationery and stores to the Ministry of Minority Affairs

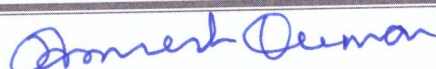
Tender Ref:

Date:

**FINANCIAL BID**

S.No.	Name/ Description of items	Brand/ size specification	Unit	Unit Price (Rs.)
1.	Standard Calculator	Citizen/ Casio	One	
2.	Electric Kettle	Philips/ Maharaja/ Nova/ Bajaj/ Steel Kettle	One	
3.	Fancy/ Cut Glass	Year (polish fancy)/ Good Quality	set of six	
4.	Tumbler Glass	Yera	set of six	
5.	Cup & plate	Seashell Gold Line/ Bone China/ Good Quality	set of six	
6.	Bowls big	Seashell Gold Line/ Bone China/ Good Quality	set of six	
7.	Bowls small	Seashell Gold Line/ Bone China/ Good Quality	set of six	
8.	Bowls medium	Seashell Gold Line/ Bone China/ Good Quality	set of six	
9.	Single Punch Machine	Kangaroo	One	
10.	Double Punch Machine	Kangaroo	One	
11.	Spoon Big	Steel (Venus)	Dozen	
12.	Spoon Medium	Steel (Venus)	Dozen	
13.	Spoon Tea Small	Steel (Venus)	Dozen	
14.	Spoon Table	Steel (Venus)	Dozen	
15.	Forks Spoon big	Steel (Venus)	Dozen	
16.	Forks Spoon Medium	Steel (Venus)	Dozen	
17.	Forks Spoon Table	Steel (Venus)	Dozen	
18.	Gum Bottle	Camel 150 ml	One	
19.	Gum bottle	Camel 500 ml	One	
20.	Gum tube	Vamigum/ chelpark 30ml	One	
21.	Marker Pen	Luxor	Pkt of 10	
22.	Permanent Marker Pen	Luxor	Pkt of 10	
23.	Button Folder	Solo/ Good Quality	One	
24.	Glossy Paper	Shipra Digital/ Kodak Photo Print	One Ream	
25.	Thermous Flask	Eagel 1 ltr(Plasti Body)	One	

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26.	Wall Clock	Ajanta	One	
27.	Transparent Sheet	Unbranded	Pkt of 100	
28.	Feviquick	3 gm	Pkt of 100	
29.	Pen	Hit-Tech V5	One	
30.	Pen	Uniball micro	One	

31.	Paper Weight glass	Big	One	
32.	Highlighter	Luxor Gloliter	One	
33.	Dairy Register	Unbranded	One	
34.	Dispatch register	-do-	One	
35.	File Movement Register	-do-	One	
36.	File Register	-do-	One	
37.	Assistant Register	-do-	One	
38.	Rule Register 4 quire	-do-	One	
39.	Matrix Diary	Matrix	One	
40.	Matrix Diary A-4	Matrix	One	
41.	Bilt Note Book Big	Matrix	One	
42.	Shipra spiral Note book	Matrix	One	
43.	Glue stick	15 Gm Koreas	One	
44.	File Tray big	Plastic	One	
45.	File tray medium	Plastic	One	
46.	File tray small	Plastic	One	
47.	Duster white	Small good quality	Dozen	
48.	Pocket folder with separator	Solo/ Good quality	One	
49.	Sketch pen	Luxor	Pkt of 10	
50.	Post it flag	Stic- on 3 colored	One	
51.	Steno note book	Neelgagan	One	
52.	Correcting Pen	Kores/ Camline	One	
53.	White fluid	Kores Erax-ex	One	
54.	Dak pad	Unbranded( raxin)	One	
55.	Signature pad	Unbranded( raxin)	One	
56.	Plastic folder white (Glossy paper)	Citizen (Inkjet)/ rainbow	Pkt of 10	
57.	Pen	Trimax	One	
58.	Stapler pin	Kangaroo 10	Box of 20 pkt	
59.	Stapler pin	Kangaroo 24/6	Box of 20 pkt	



60.	Stapler small	Kangaroo no.10	Box of 10 pkt	
61.	Stapler medium	Kangaroo no.24/6	Box of 10 pkt	
62.	Heavy duty stapler	Kangaroo no.17/S	One	
63.	Heavy duty stapler	Kangaroo no.23/S	One	
64.	Heavy duty Stapler pin	Kangaroo No.17/S	Box of 10 pkt	
65.	Heavy duty stapler pin	Kangaroo no.23/S	Box of 10	
66.	Duracell battery	AA	One	
67.	Duracell battery	AAA	One	
68.	Pencil	Natraj HB	Pkt of 10	
69.	Shorthand pencil	Apsara HB	Pkt of 10	

70.	Spiral note book	Century	One	
71.	Pen	Pilot 0.5	Pkt of 12	
72.	Peon book	Unbranded	One	
73.	Attendance register	-do-	One	
74.	Gem clips	Plastic quoted	Box of 10 pkt	
75.	Rubber band	Liloon	One pkt	
76.	Binder clips 41 mm, 32mm & 19mm	Yihai & Infinity	Bo of 12	
77.	Scissors	9"steel omex	One	
78.	Scale	Natraj/ star 12"	Box of 10	
79.	Coaster	Desire 6 pc. Sets/ good quality	Pkt of 6	
80.	Jug plastic	Cello	One	
81.	Adhesive tape	3M/Cello (small)	One	
82.	Adhesive tape brown	3M/ Cell Brown (big)	One	
83.	Paper cutter	Natraj small	One	
84.	Candle 200 gms	Good quality	One	
85.	Thread ball good quality	White	Pkt of 10	
86.	Match box	Ship	One	
87.	Markeen cloth	Good quality	One meter	
88.	Tag good quality cotton/ white	White	One pkt	
89.	Dustbin big plan	Cello	One	
90.	Dustbin cover big plan	Cello	One	
91.	Dustbin steel	Unbranded	One	
92.	All pin	Omex	One box	
93.	Plastic folder	Unbranded	One	



94.	Jotter pen	Reynolds	Pkt of 10	
95.	Jotter pen	Good quality	One	
96.	Cello ceprater pen	Cello	One	
97.	Ordinary pen Reynolds	Reynolds	Pkt of 10	
98.	Reynolds refills	Reynold	One	
99.	Pointic pen	Cello	Pkt of 10	
100	Add gel pen	Achiever	Pkt of 10	
101	Jotter refill	Reynolds	Pkt of 10	
102	Jotter refill steel	Reynolds	Pkt of 10	
103	Refill	Add gel	Pkt of 10	
104	Pointic refill	Cello	Pkt of 10	
105	Pen	Hi-tech V7	Pkt of 10	
106	CD marker	Luxor	Pkt of 10	
107	Pen	Uniball gel impact	Pkt of 12	
108	Pen	Uniball signo pen	Pkt of 12	
109	Refill	Uniball gel impact	Pkt of 12	

110	Refill	Uniball signo pen	Pkt of 12	
111	Pencil sharpener	Natraj	Box of 20	
112	Eraser	Natraj	Box of 20	
113	Pen stand with pen	Kebica	One	
114	Damper	Omex	Box of 6	
115	Carbon sheet	Kores	Pkt of 100	
116	Sutli plastic/ jute	Unbranded	Per kg	
117	Envelope brown	5 no.	Bundle of 250	
118	Envelope brown	6 no.	Bundle of 250	
119	Envelope brown	Full size	Bundle of 250	
120	Envelope brown	Book size	Bundle of 250	
121	Envelope white	5 no.	Bundle of 250	
122	Envelope white	6 no.	Bundle of 250	
123	Envelope white	Full size	Bundle of 250	
124	Envelope white	Book size	Bundle of 250	
125	Envelops yellow	Book size	Bundle of 250	

126	Envelops yellow	Full size	Bundle of 250	
127	File board	Unbranded	Dozen	
128	Photocopier paper	A4 size 75 GSM JK Plus	Ream (500 sheet)	
129	Photocopier paper	A3 size 75 GSM JK Plus/ Full scape	Ream (500 sheet)	
130	Photocopier paper green/ court paper	A3 size 75 GSM JK Plus/ Full scape	Ream (500 sheet)	
131	Slip pad	Century	One	
132	Rajya sabha & Lok Sabha Folder	Good quality	One	
133	Note sheet	Good quality	One	
134	Stamp pad	Unbranded	one	
135	Stamp pad ink	Unbranded	One	
136	Needle	Unbranded	One	
137	Post it pad 2"x3"	Unbranded	One	
138	Post it pad 3"x5"	Unbranded	One	
139	Post it pad 3"x3"	Unbranded	One	
140	White plastic folder (P.P. Clear folder)	Unbranded	one	

141	Pin cushion	Unbranded	One	
142	Packing paper	Unbranded	One	
143	Engagement stand	Kebica	One	
144	Tea set	Seashell (Bone China)	Set of 6	
145	Tea Tray big	Seashell (Bone China)	One	
146	Tea Tray Small	Seashell (Bone China)	One	
147	Full plate set	Seashell (Bone China)	Set of 6	
148	Half plate set	Seashell (Bone China)	Set of 6	
149	Quarter plate set	Seashell (Bone China)	Set of 6	
150	Pen pot	Good quality	One	
151	Index file	Mega/Solo	One	
152	File rack	Mega/Solo	One	
153	File box	Mega/Solo	One	
154	Ring folder	Mega/Solo	One	
155	Leaf Folder	Mega/Solo	One	
156	Stick folder	Mega/Solo	One	
157	Visiting card holder	Good quality	One	
158	Visiting card album	Good quality	One	



159	Transparent plastic folder	Good quality	One	
160	Trolley bag 20	VIP/ American Tourister/ Safari	One	
161	Trolley bag 22	VIP/ American Tourister/ Safari	One	
162	Trolley bag 24	VIP/ American Tourister/ Safari	One	
163	Trolley bag 26	VIP/ American Tourister/ Safari	One	
164	Dak bag	Good quality	One	
165	Pad lock (big)	Godrej/ Harrison	One	
166	Pad lock (medium)	Godrej/ Harrison	One	
167	Pad lock (small)	Godrej/ Harrison	One	
168	Battery cell	Eveready/ Nippo/ BPL	One	
169	Towel (Big)	Jacquard Graphix	One	
170	Towel (Medium)	Jacquard Mystique	One	
171	Towel (Small)	Jacquard Jasmine	One	
172	Torch (2 cell)	Eveready	One	
173	Mosquito repellent machine	All out	One	
174	Mosquito repellent refill	All out	One	
175	Tube Light (48")	Philips/ Surya/ Laxman Sylvania	One	
176	CFL (20 watts, pin tube)	Philips/ Surya/ Laxman Sylvania	One	
177	CFL Chock	Philips/ Surya/ Laxman Sylvania	One	

178	White Duster	Good quality	Dozen	
179	Floor duster	Good quality	Dozen	
180	Soap Bar	Dettol	One	
181	Liquid Hand Wash Soap	Dettol	One	
182	Vim Ultra	Vim	one pkt	
183	Room Freshener	Yardley	200 mlt bottle	
184	Hit spray (black)	Godreg big	One	
185	Hit (red)	Gordrej big	One	
186	Yellow duster	Fine 40x40	One	
187	Glass cleaning spray	Colin	500 ml bottle	
188	Harpic	500 ml	One	

189	Tissue paper	Mistique/ Wintex/ Ultima	Pkt	
190	Plastic mug	Medium size	One	
191	Plastic bucket	100 litre thick plastic	One	
192	Toilet paper	Daffodil	Roll	
193	Umbrella	Good quality	One	
<b>TOTAL UNIT PRICE</b>				

*Amul Dumar*



## ANNEXURE-3

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**  
**(To reach on.....or before date of bid opening)**

To

The  
 Under Secretary (GA)  
 Ministry of Minority Affairs  
 Pt. Deendayal Antyodaya Bhawan  
 CGO Complex, Lodhi Road  
 New Delhi-110003

Subject – Authorisation for attending bid opening on.....(date) in the  
 Tender of.....

Following persons are hereby authorized to attend the bid opening for the  
 tender mentioned above on behalf of.....  
 (Bidder) in order of preference given below.

**Order of Preference**  
**Specimen Signature**

**Name**

I.  
 II.

Alternate Representative

Signature of bidder

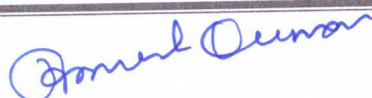
Or

Officer authorized to sign the bid  
 Documents on behalf of the bidder

Note: 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representative are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

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## ANNEXURE-4

**CERTIFICATE REGARDING NON-RELATIVE WORKING IN MoMA**

1. The tender or his staff shall not be working officer/ official of the MoMA. The near relatives of all MoMA employees either directly recruited or no deputation are photobited from participation in this tender. The near relatives for this purpose are defined as:
  - a) Members of a Hindu Undivided family,
  - b) They are husband and wife
  - c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law) & daughter's husband (son-in-law) brother (s) & brother's wife, sister(s) & sister's husband (brother-in-law).\
  
2. The tender (s) should give a certificate to the effect that none of his/her such relative is working in the units of MoMA as defined above. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of limited company by all Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender work will be cancelled and security deposit will be forfeited at any stage whenever it is noticed. The MoMA will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

**CERTIFICATE**

**A. Certified that none of my/ our near relative/ relatives is/ are working any where in MoMA.**

B. the format is certificate is

I/We.....

S/O.....

.....r/o.....

hereby certify that none of my/ our relative (s) as defined above is/ are employed in MoMA as per details given above. In case at any stage, it is found that the information given by me/us is false/ incorrect, MoMA shall have the absolute right to take any action as deemed fit/ without any prior information to me/ us"

DATE.....

SIGNATURE OF TENDERER WITH SEAL



### **Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealing related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance it and in particular commit itself to the following:-
  - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third related to the contract in exchange for any advantage in the bidding, evaluation contracting and implementation of the contract.
  - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
  - 3.3 The BIDDER, either while presenting the bid or during pre-contact negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make officials of the BUYER or their family members, agents, brokers or any



other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 3.4 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.5 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.6 The BIDDER shall not use improperly, for purposes for competition or persona gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.7 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.8 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.9 If the BIDDER or any employee of the BIDDER or any person action 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.

- 3.10 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transaction, 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 Public Sector Enterprises in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

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

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

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

- (i) Bank Draft or Pay Order in favour of.....
- (ii) A confirmed guarantee by an Indian Nationalized 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 incase of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Security Deposit for the period of tis currency.

## **6. Sanctions of Violations**

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (Whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reasons or giving any compensation to the BIDDER. However, the proceddings with the other BIDDERS) 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.

(iv) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(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 discretation of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In case where irrevocable letter of Credit has 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 assigning any reason for imposing sanction for violation of this pact.

6.2 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. Fail Clause**

7.1 The BIDDER undertakes that it has not supplied/ is not supplying similar products/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU and if it is found at any stage that similar product/ systems or sub systems was supplied by the BIDDER at any other Ministry/ Department of the Government of India or a PSU at a lower price, that vary 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. 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.

**9. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is seat of the BUYER.

