



भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान पुणे
INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH
(IISER) PUNE

VOLUME –I

Name of work: Providing electrical substation 11KV/415V, 2x630 KVA and 1x750 KVA transformer, panels, HT/LT cables etc. at Service Block II, IISER Campus, PUNE.

NIT NUMBER : 10/IISER/PUNE/ 2014-2015

भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान पुणे**INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH
(IISER) PUNE****SECTION I -NOTICE INVITING TENDER**

- 1 The Superintending Engineer on behalf of the Director, IISER Pune invites sealed tenders from approved and eligible electrical contractors for substation works registered with CPWD, State PWD, Railway or MES for work mentioned below.

Name of work: Providing electrical substation 11KV/415V, 2x630 KVA and 1 x750 KVA transformers, panels, HT/LT cables etc. at Service Block II, IISER Campus, PUNE.

NIT NUMBER : 10/IISER/PUNE/ 2014-2015

Estimated cost put to tender	: Rs. 290 Lakhs
Period of completion	: 3(Three) months including monsoon period
Cost of tender documents	: Rs. 1000/- (One thousand only) - (Non – refundable)
Bid security/ EMD	: Rs 5.80 Lakhs
Last Dates & time of sale of Tender	: 26/9/2014 up to 4.30 P.M.
Pre bid meeting date & time	: 29/9/2014 at 11:00 hours at the office of The Director, IISER Pune, 900, NCL Innovation Park, Dr. Homi Bhabha Road, Pashan, Pune-411 008
Last date & time of submission of tender	: up to 3.00 PM on 7/10/2014
Time & date of opening of Tender	: At 3:30 PM on 7/10/2014

2. The applicant should be a well established and reputed contractor in the field of supply , installation, testing and commissioning of HT, LT electrical equipments for substation works such as panels, transformers, DG sets , Cables etc. and a registered electrical contractors for substation works registered with CPWD, State PWD, Railway or MES departments. The registration certificate should be valid till the last date of receipt of tender. Tenders forms shall be issued only on production of attested copies/original registration certificate from the competent

registering authority from CPWD, State PWD, Railway or MES for execution of substation works.

Joint Ventures shall not be acceptable.

3. CONTRACT ELIGIBILITY CRITERIA

Further, the contract eligibility includes the following:

- 3.1 Bidder should be a registered electrical contractors of appropriate class for substation works registered with CPWD, State PWD, Railway or MES departments. The registration certificate should be valid till the last date of receipt of tender.
- 3.2 Bidders shall produce PAN/TAN & sales tax, PF registration certificates/numbers.
- 3.2 Bids not meeting the contract eligibility criteria shall be summarily rejected.
- 4 The time allowed for carrying out the work will be 3 (Three) months including monsoon from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender
- 5 The bid shall be submitted in the original bid document (as issued by the IISER, Pune) super scribing the name of work as specified below clause 6.

6 Submission of Bid Documents

- 6.1 The bid submitted by the Bidder shall comprise the following:
 - a) Documents in support of Minimum requirements as per Para 3
 - b) Bid Security
 - c) Priced Bill of Quantities

and any other information required to be completed and submitted by Bidders in accordance with these instructions.

The Bidder shall submit the above documents as below,

- A) Envelope 1
 - Documents in support of Minimum requirements as per Para 3.
 - Bid security,
- B) Envelope 2

Part-I, II & III of Tender document issued to the bidder

All the envelopes should be sealed & super scribed separately with appropriate Envelope number and heading as defined above.

- 7 Director, Indian Institute of Science Education & Research, Pune shall be the "Accepting Authority" hereinafter referred to as such for the purpose of this Contract.
- 8 Bidding documents may be purchased from the office of **The Director, IISER Pune, 16/9/2014 to 26 /9/2014** between 10.00 Am to 4.30 pm by paying a non-refundable fee of Rs. 1000/--(One thousand only) in the form of pay order or Demand Draft on any Scheduled Commercial bank payable at Pune in favour of The Director, IISER Pune. Interested Bidders may obtain further information at the same address. Sale of the documents will be only to bidders who satisfy the eligibility criteria.
- 9 Bids must be accompanied by bid-security (Earnest Money Deposit) amount specified for the work in clause 10 payable at Pune and drawn in favour of The Director; IISER Pune Bid Security shall have to be valid for 90 days beyond the validity of the bid.
- 10 **Bid Security,**
- 10.1 The bid shall be accompanied by bid security amount of Rs 5.80 Lakhs. The bid security amount may be paid in any one of the following forms:
- a) Deposit at call receipt of a Scheduled Bank Guaranteed by RBI, duly pledged in favour of The Director, IISER Pune payable at Pune.
 - b) Demand draft of any Scheduled Bank, drawn in Favour of The Director, IISER Pune payable at Pune.
 - c) A part of earnest money is acceptable in the form of bank guarantee also.
In such case, 50% of earnest money or Rs. 20 lakh, whichever is less, will have to be deposited in shape prescribed above, and balance in shape of irrevocable Bank Guarantee from a Scheduled Bank and shall be valid 90 days after the validity of the offer (as per standard proforma attached).
- 10.2 Bid Security of unsuccessful Bidders will be returned to them within 90 days from the date of acceptance of bid of the successful Bidder.
- 10.3 The Bid Security may be forfeited, if
- a) The Bidder withdraws / modifies his Bid or any item thereof after opening of bid.
 - b) The successful Bidder fails within the specified time limit to commence the work.
- 11 The document in prescribed form duly completed and signed shall be submitted in a sealed cover. The sealed cover Super-scribed "Tender document for the work of

“Providing electrical substation 11KV/415V, 2x630 KVA and 1x750 KVA Transformers, panels, HT/LT cables etc. at Service Block II, IISER Campus, PUNE”.
Bids must be dropped in the box at **Main Building, IISER Pune Campus, Dr. Homi Bhabha Road, Pashan, Pune - 411 008** on **7/10/2014** between **10:00 hrs to 15:00 hrs**. Bids will be opened on the same day at 15.30 hours, in the presence of the Bidders who wish to attend. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue.

12 A pre-bid meeting will be held on **29/9/2014** at **11 00** hours at the office of The **Director, IISER Pune, Main Building, IISER Pune Campus, Dr. Homi Bhabha Road, Pashan, Pune - 411 008** to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in Clause 13.

13 **Pre-bid meeting**

13.1 The Bidder or his officially authorized representative is invited to attend a pre-bid meeting, which will take place as referred in clause 12 of NIT. Bidder/ bidder representative who wish to attend Pre-bid meeting should carry a valid identity proof certifying his designation with said firm.

13.2 The purpose of the meeting is to clarify issues and to answer questions on matters that may be raised at that stage.

13.3 The Bidder is requested to submit their questions/ queries/ clarifications in writing or by email/ fax to reach the IISER Pune before the meeting. Bidders can send Pre-bid queries on their letter head referring tender number by Speed post on above said address so as to reach IISER Pune or on fax No 020-25908186/87 or on e-mail address ysrajput@iiserpune.ac.in Ph No 020 25908082 before 29/9/2014 up to 11 00 Hours.

13.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted to all purchasers of the bidding documents. Any modification of the bidding documents which may become necessary as a result of the pre-bid meeting shall be made by the IISER, Pune and shall form part of bidding documents.

14 **Cost of Bidding**

14.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the IISER, Pune will in no case be responsible and liable for these costs.

15 **Site visit**

15.1 The Bidder should inform the IISER in advance about the proposed site visit.

15.2 The Bidder, at his own responsibility and risk is encouraged to visit, inspect and survey the Site and its surroundings and satisfy himself before submitting his bid as to the

form and nature of the Site, the means of access to the Site, the accommodation he may require, etc.

- 15.3 In general, Bidders shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A Bidder shall be deemed to have full knowledge of the Site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed.
- 15.4 The costs of visiting the Site shall be at the Bidders' own expense. Any report shared at the site, by the IISER is subject to verification by the contractor. Any deviations of information in the report and the actual site will not be the responsibility of the IISER.

16 Content of Bidding Documents

- 16.1 Submission of a bid by a Bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be executed and local conditions and other factors having a bearing on the execution of the works.
- 16.2 The Bidder shall submit the Bid, which satisfies each and every condition laid down in the bid documents, failing which, the bid is liable to be rejected.
- 16.3 The Bid shall contain no alterations or additions or overwriting, except those to comply with instructions issued by the IISER, Pune, or as necessary to correct errors made by the Bidder in which case such corrections shall be initialed by the person or persons signing the bid. Use of correction fluid is not permitted
- 16.4 This Notice Inviting Tender shall form part of the Contract document.
- 16.4.1 The documents listed below comprises one set of bid document that are issued to Bidders:

PART-I

- a) Notice Inviting Tender (Including eligibility criteria)
- b) Tender Form and General Rules and Directions for the Guidance of the Contractor
- c) General Conditions of Contract
- d) Special Conditions of Contract
- e) Safety Code for Contract Work
- f) Technical Specifications
- g) Schedule of Drawings and List of Specifications
- h) Tender Drawings

PART-II

Financial Bid- Schedule of Quantities and Rates**17 Amendment of Bid Documents**

17.1 Before the deadline for submission of bids, the IISER Pune may modify the bidding documents by issuing addenda.

17.2 Any addendum so issued shall be part of the bid documents as well as Contract document and shall be communicated in writing or by email / fax to all the purchasers of the bidding documents. Prospective Bidders shall acknowledge receipt of each addendum by email / fax to the IISER, Pune. Original addendum issued by IISER, Pune duly signed should be submitted along with tender documents.

18 Bid Validity

18.1 The bids submitted shall remain valid for acceptance for a period of 90 days from the date of opening of the bid. If any bidder withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the IISER, Pune, then the IISER, Pune shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the re-tendering process of the work.

19 Bid Opening

19.1 On the due date and appointed time as specified in clause 11. IISER, Pune will first open Part I of all bids received, including amendment as per clause 17 if applicable in the presence of the Bidders or their representatives who choose to attend. In the event of the specified date for Bid opening being declared a holiday by the IISER, Pune, and the Bids will be opened at the appointed time and location on the next working day.

19.2 If all Bidders have submitted unconditional Bids together with requisite Bid security, then all Bidders will be so informed then and there. If any Bid does not contain Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder informed accordingly. The sealed envelope containing priced BOQ will be returned to him without opening.

19.3 All valid Bids shall be opened on the same day.

20 Evaluation criteria

20.1 The bidder qualifying criteria as set out in Para 2 & 3 and the details furnished by bidders will be evaluated.

- i) Even though any bidder may satisfy the above requirement, he would be liable to disqualification if he has

- j) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures as required in the eligibility criteria documents.

21 Opening of Price bid

- 21.1 Bidders meeting the eligibility criteria and submitted the bid security in prescribed form and unconditional bids will be opened on the day of opening the bids in the presence of representatives of intending bidders.

22. Clarification of Bids

- 22.1 To assist in the examination and comparison of Bids, the IISER, Pune may, at its discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by email / fax, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the IISER, Pune in the evaluation of the bids

- 22.2 No, Bidder shall contact the IISER, Pune on any matter relating to his bid from the time of the bid opening to the time the contract is awarded.

- 22.3 Any effort by the Bidder to influence the IISER's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

23. Indian Institute of Science Education and Research Pune, does not bind itself to accept the lowest or any other bid, and reserves the right to reject any or all of the tenders received without assigning any reasons. Bids in which any of the prescribed conditions are not fulfilled or any conditions including that of the conditional rebate put forth by the bidder shall be summarily rejected.

- 24 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer-in-charge or his representative's estimate of the cost of work to be executed under the contract, the IISER, Pune may require the Bidder to produce detailed rate analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those rates with the implementation / construction methods and schedule proposed.

25 Award Criteria

- 25.1. The IISER, Pune shall award the Contract to the Bidder whose evaluated offer / bid has been determined to be the technically suitable and financially lowest and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to execute the Contract satisfactorily. The Board of Governors of IISER reserves the right to accept or reject any application and to annul the pre-qualification process and reject all applications at any time, without thereby incurring any liability to the affected applicants or specifying the grounds for the Employer's action

- 26 The contractor whose tender is accepted will be required to furnish Performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule C. This guarantee shall be in accordance with

the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'C'. including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor and without prejudice to any other right or remedy.

27 Pre qualification document already submitted to IISER by the bidders shall form part of tender document and the bidders should quote his rates taking into account the clauses of pre qualification document.

28 Disclosures

Any change in the constitution of the contractor's firm, where it is a partnership firm, as declared in the prequalification documents submitted by the bidders at the time of submission of pre qualification documents, should be disclosed to the IISER, Pune, at any time between the submission of bids and the signing of the contract.

Superintending Engineer

For & on behalf of the Director, IISER, Pune.

LETTER OF TRANSMITTAL

From

To

**THE DIRECTOR,
INDIAN INSTITUTE OF SCIENCE EDUCATION & RESEARCH (IISER)**
900, NCL INNOVATION PARK,
Dr.HOMI BHABHA ROAD, PUNE – 411 008

Sub: SUBMISSION OF TENDER DOCUMENTS FOR THE WORK OF

Name of work: Providing electrical substation 11KV/415V, 2x630 KVA and 1 x750 KVA transformers, panels, HT/LT cables etc. at Service Block II, IISER Campus, PUNE.
NIT NUMBER : 10/IISER/PUNE/ 2014-2015

Sir,

Having examined the details given in press notification and the tender document for the above work, I/we hereby submit the tender documents and other relevant information.

1. I/We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.
2. I/We have furnished all information and details necessary for eligibility criteria and have no further pertinent information to supply.
3. I/We submit the requisite certified solvency certificate and authorize the Director, IISER, Pune – 411 008 to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorize Superintending Engineer, Pune to approach individuals, employers, firms and corporation to verify our competence and general reputation.
4. I/We submit the following certificates in support of our suitability, technical know-how & capability for having successfully completed the following works

Name of Work:	Certificate from
1.	1.
2.	2.
3.	3.

Enclosures:

Seal of applicant
Date of submission

Signature(s) of applicant(s)

To,

.....,
.....,
.....

Name of work: Providing electrical substation 11KV/415V, 2x630 KVA and 1 x750 KVA transformers, panels, HT/LT cables etc. at Service Block II, IISER Campus, PUNE.
NIT NUMBER : 10/IISER/PUNE/ 2014-2015

Dear Sir,

It is here by declared that IISER is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the IISER.

Yours faithfully

Sd/-

Registrar

To,

**The Registrar,
Indian Institute of Science Education and Research
Pune.**

Name of work: Providing electrical substation 11KV/415V, 2x630 KVA and 1 x750 KVA transformers, panels, HT/LT cables etc. at Service Block II, IISER Campus, PUNE.
NIT NUMBER : 10/IISER/PUNE/ 2014-2015

Dear Sir,

I/We acknowledge that IISER is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by IISER. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, IISER shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and the signatory competent / authorised to sign the relevant contract on behalf of IISER

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 20.....

BETWEEN

IISER represented through its Registrar, (Hereinafter referred as the '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/firm/Company)

through (Hereinafter referred to as the (Details of duly authorized signatory)

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.) (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for
(Name of work)
hereinafter referred to as the "**Contract**".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

-
- (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any

information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 - 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
 - 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the

severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**

- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.
- 4) **Article 4: Previous Transgression**
 - 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
 - 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
 - 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the

continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority.

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the** Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.**

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place:

Dated :