

**GOVERNMENT OF INDIA
MINISTRY OF EARTH SCIENCES
Prithvi Bhavan, Lodhi Road,
New Delhi**



Tender for

**Comprehensive Annual Maintenance Contract (AMC) for Tele
Presence Equipments in 8 locations of Ministry of Earth Sciences**

MOES/2/1/06/COMP/PT.III DATED 23/10/2014

Last date & Time of Tender: 24/11/2014 at 02.30 PM

**GOVERNMENT OF INDIA
MINISTRY OF EARTH SCIENCES
Prithvi Bhavan,
Lodhi Road, New Delhi**

Website: www.moes.gov.in

**TENDER FOR COMPREHENSIVE ANNUAL MAINTENANCE
CONTRACT (AMC) FOR TELE PRESENCE EQUIPMENTS IN 8
LOCATIONS OF MINISTRY OF EARTH SCIENCES**

Ministry of Earth Sciences (MoES) has its headquarters located at Lodhi Road New Delhi and has installed High Definition Telepresence Video Conferencing solution for following 8 (Eight) offices including central location.

- a) Ministry of Earth Sciences (**MoES**), New Delhi -- Central Location
- b) India Meteorological Department (**IMD**), New Delhi
- c) National Center for Medium Range Weather Forecasting (**NCMRWF**), Noida
- d) Center for Marine Living Resources and Ecology (**CMLRE**), Kochi
- e) National Institute of Ocean Technology (**NIOT**), Chennai
- f) Indian National Center for Ocean Information Services (**INCOIS**), Hyderabad
- g) National Center for Antarctic and Ocean Research (**NCAOR**), Goa
- h) Indian Institute of Tropical Meteorology (**IITM**), Pune

All the Telepresence rooms are equipped by M/s Polycom TPX 306 model equipment along with other infrastructure equipment and connected via NIC/NKN network.

1. MoES intends to have a Comprehensive Annual Maintenance Contract (AMC) cover for the video conferencing infrastructure installed at 8 locations (including central location at Delhi) with an uptime of **98% computed quarterly**. In view of this MoES invites sealed **Online** tenders in two bid pattern (Technical and Financial) from qualified firms for Comprehensive AMC of the video conferencing infrastructure consisting of Telepresence suite with 6 seats and 12 seats for off-the-call use, 3 nos. of High Definition 60 inch or higher Plasma Displays, 3 Nos. of Cameras, 3

Nos. of Codecs, Conference Table, chairs and all other facilities as per specifications.

2. **Equipment Details:** The detail of equipment installed are as follows:

DETAIL OF EQUIPMENT

<u>S. No.</u>	<u>Equipment Detail</u>	<u>Qty.</u>	<u>Serial No.</u>
<u>LOCATION: MoES, NEW DELHI</u>			
1.	<u>POLYCOM RMX 2000</u> High Definition modular chassis based rack mountable Multipoint Control Unit (HD-MCU) with 30 ports scalable to 40 ports on High Definition (on IP with full transcoding), 4 ISDN PRI port scalable to 8 and management and scheduling software and all other accessories.	01	VR2100919116
2.	<u>POLYCOM CMA 4000</u> Modular chassis based rack mountable Converged Management Application (CMA-4000) with management and scheduling software and other accessories.	01	8691WN1
03.	<u>POLYCOM VBP 5300</u> Modular chassis based rack mountable Nat Traversal Device with all accessories.	01	1028B01719
04.	<u>TELEPRESENCE SUITE (POLYCOM TPX 306)</u> Telepresence suite with 6 seats and 12 seats for off-the-call use, Conference Table, 3 Nos. of High Definition 60 Inch or higher Plasma Displays, 3 Nos. of Cameras, 3 Nos. of Codecs, Conference Table, chairs and all other facilities as per specifications of Polycom TPX 306.	01	TPX-00511
05.	Extreme - Summit Network Switch X350-24T 24 Port 10/100/1000 MBPS (RJ45).	01	1025G80277
06.	Emerson network power (Libert) 6 kVA UPS with 1 hour back up (16 batteries).	02	101006VM1283 101206AS6409
<u>LOCATION: INDIA METEOROLOGICAL DEPARTMENT (IMD), NEW DELHI</u>			
01.	<u>POLYCOM VBP 5300</u> Modular chassis based rack mountable Nat Traversal Device with all accessories.	01	1028B01686
02.	<u>TELEPRESENCE SUITE (POLYCOM TPX 306)</u> Telepresence suite with 6 seats and 12 seats for off-the-call use, Conference Table, 3 Nos. of High Definition 60 Inch or higher Plasma Displays, 3 Nos. of Cameras, 3 Nos. of Codecs, Conference	01	TPX-00508

	Table, chairs and all other facilities as per specifications of Polycom TPX 306.		
03.	Extreme - Summit Network Switch X350-24T 24 Port 10/100/1000 MBPS (RJ45).	01	1025G80279
04.	Emerson network power (Libert) 6 kVA UPS with 1 hour back up (16 batteries).	02	101206AS6412
<u>LOCATION: NATIONAL CENTRE FOR MEDIUM RANGE WEATHER FORECASTING (NCMRWF), NOIDA</u>			
01.	<u>POLYCOM VBP 5300</u> Modular chassis based rack mountable Nat Traversal Device with all accessories.	01	1028B01725
02.	<u>TELEPRESENCE SUITE (POLYCOM TPX 306)</u> Telepresence suite with 6 seats and 12 seats for off-the-call use, Conference Table, 3 Nos. of High Definition 60 Inch or higher Plasma Displays, 3 Nos. of Cameras, 3 Nos. of Codecs, Conference Table, chairs and all other facilities as per specifications of Polycom TPX 306.	01	TPX-00507
03.	Extreme - Summit Network Switch X350-24T 24 Port 10/100/1000 MBPS (RJ45).	01	1025G80276
04.	Emerson network power (Libert) 6 kVA UPS with 1 hour back up (16 batteries).	02	101206AS6410
<u>LOCATION: NATIONAL INSTITUTE OF OCEAN TECHNOLOGY (NIOT), CHENNAI</u>			
01.	<u>POLYCOM VBP 5300</u> Modular chassis based rack mountable Nat Traversal Device with all accessories.	01	1028B01710
02.	<u>TELEPRESENCE SUITE (POLYCOM TPX 306)</u> Telepresence suite with 6 seats and 12 seats for off-the-call use, Conference Table, 3 Nos. of High Definition 60 Inch or higher Plasma Displays, 3 Nos. of Cameras, 3 Nos. of Codecs, Conference Table, chairs and all other facilities as per specifications of Polycom TPX 306.	01	TPX-00505
03.	Extreme - Summit Network Switch X350-24T 24 Port 10/100/1000 MBPS (RJ45).	01	1025G80288
04.	Emerson network power (Libert) 6 kVA UPS with 1 hour back up (16 batteries).	02	101006VM1298
<u>LOCATION: NATIONAL CENTRE FOR ANTARCTIC AND OCEAN RESEARCH (NCAOR), GOA</u>			
01.	<u>POLYCOM VBP 5300</u> Modular chassis based rack mountable Nat Traversal Device with all accessories.	01	1028B01746

02.	<u>TELEPRESENCE SUITE (POLYCOM TPX 306)</u> Telepresence suite with 6 seats and 12 seats for off-the-call use, Conference Table, 3 Nos. of High Definition 60 Inch or higher Plasma Displays, 3 Nos. of Cameras, 3 Nos. of Codecs, Conference Table, chairs and all other facilities as per specifications of Polycom TPX 306.	01	TPX-00506
03.	Extreme - Summit Network Switch X350-24T 24 Port 10/100/1000 MBPS (RJ45).	01	1025G80287
04.	Emerson network power (Libert) 6 kVA UPS with 1 hour back up (16 batteries).	02	101006VM1340
<u>LOCATION: INDIAN NATIONAL CENTRE FOR OCEAN INFORMATION SERVICES (INCOIS), HYDERBAD</u>			
01.	<u>POLYCOM VBP 5300</u> Modular chassis based rack mountable Nat Traversal Device with all accessories.	01	1028B01708
02.	<u>TELEPRESENCE SUITE (POLYCOM TPX 306)</u> Telepresence suite with 6 seats and 12 seats for off-the-call use, Conference Table, 3 Nos. of High Definition 60 Inch or higher Plasma Displays, 3 Nos. of Cameras, 3 Nos. of Codecs, Conference Table, chairs and all other facilities as per specifications of Polycom TPX 306.	01	TPX-00503
03.	Extreme - Summit Network Switch X350-24T 24 Port 10/100/1000 MBPS (RJ45).	01	1025G80274
04.	Emerson network power (Libert) 6 kVA UPS with 1 hour back up (16 batteries).	02	1028B01708
<u>LOCATION: CENTRE FOR MARINE LIVING RESOURCE AND ECOLOGY (CMLRE), KOCHI</u>			
01.	<u>POLYCOM VBP 5300</u> Modular chassis based rack mountable Nat Traversal Device with all accessories.	01	1028B01726
02.	Emerson network power (Libert) 6 kVA UPS with 1 hour back up (16 batteries).	01	TPX-00512
03.	Extreme - Summit Network Switch X350-24T 24 Port 10/100/1000 MBPS (RJ45).	01	1025G80280
04.	Emerson network power (Libert) 6 kVA UPS with 1 hour back up (16 batteries).	02	101206AS6411
<u>LOCATION: INDIAN INSTITUTE TROPICAL METEOROLOGY (IITM), PUNE</u>			
01.	<u>POLYCOM VBP 5300</u> Modular chassis based rack mountable Nat Traversal Device with all accessories.	01	1028B02102
02.	<u>TELEPRESENCE SUITE (POLYCOM TPX 306)</u>	01	TPX-00504

	Telepresence suite with 6 seats and 12 seats for off-the-call use, Conference Table, 3 Nos. of High Definition 60 Inch or higher Plasma Displays, 3 Nos. of Cameras, 3 Nos. of Codecs, Conference Table, chairs and all other facilities as per specifications of Polycom TPX 306.		
03.	Extreme - Summit Network Switch X350-24T 24 Port 10/100/1000 MBPS (RJ45).	01	1025G80273
04.	Emerson network power (Libert) 6 kVA UPS with 1 hour back up (16 batteries).	02	101006VM1298

3. **Period and Cost:**

3.1 **Contract Period:** The contract period will be for three years from the date of acceptance subject to finding satisfactory services.

3.2 **Estimated Cost:** The estimated cost of the work is Rs. 307.84 Lakhs.

4. **Pre-qualification Conditions:**

4.1 Pre-qualification will be based on meeting the minimum criteria regarding the Applicant's experience, personnel and financial position, as demonstrated by the Applicant's responses in various forms attached along with the Letter of Application (**Annexure – A**).

4.2 Must have average annual financial turnover for related works (revenue of the bidder from video conferencing solution) during the last three financial years ending 31st March 2014 as Rs. 24,00,000/- (Rupees Twenty Four lakhs only). Fill enclosed **Annexure – B** and furnish documentary proof for the same.

4.3 Must be in video conferencing business for the last three years in the country and should furnish documentary proof for the same.

4.4 -

4.5 Must furnish a statement on its standing and goodwill through certificate from its clients to whom AMC services/new installation of video conferencing system have been provided in the past. Fill enclosed **Annexure – C**.

4.6 It is desirable to have at least one Polycom certified personnel to execute this contract on their roll. Fill enclosed **Annexure – D**.

4.7 Must have ISO 9000 certification and should furnish documentary proof for the same.

- 4.8 Must have direct presence at Delhi NCT Region and at least at two more locations amongst the rest of the locations of MoES viz. Chennai, Hyderabad, Goa, Pune and Kochi. Documentary proof of the same needs to be enclosed.
- 4.9 Must have a centralized helpdesk.
- 4.10 The firm must be registered with Registrar of Companies and with Trade and Taxes/Sales Tax and Service Tax Department. Copies of certificates of Incorporation, VAT/Sales Tax, Service Tax and PAN must be enclosed.
- 4.11 List of spares available at present.

5. Sale of Tender

- 5.1 Tender document containing requirements, terms, conditions and technical specifications etc. can be downloaded from Central Public Procurement Portal (CPP Portal) <http://eprocure.gov.in/eprocure/app>. The tender document can also be downloaded from the Ministry website <http://www.moes.gov.in/>.
- 5.2 **Tender Fees** Payment would be in Demand Draft/Banker's Cheque (non refundable) form of **Rs. 1000/-** (Rupees one thousand only) in favor of the DDO, Ministry of Earth Sciences payable at New Delhi, **from any of the Commercial Banks.**
- 5.3 Bidder should prepare tender fee as per the above-specified instructions. The original should be posted/couriered/deposited in person to the tender processing section of the Ministry latest by the last date and time of bid submission. **No delay on postal/courier etc. will be considered.** The details of the Demand Draft/Banker's Cheque, physically sent must tally with the details available in the scanned copy and data entered during bid submission time **otherwise the uploaded bid will be rejected. Tender/Bid received without tender fee shall be rejected.**
- 5.4 Before buying the tender document, tenderer should see the document for details of the tender conditions and pre-qualification criteria in their own interest, at the website, which will be available from the date of publication of tender notice in leading newspapers.

5.5 Critical Dates:

Tender No. and Date	: MoES/2/1/06/Comp/Pt.IV dated 23/10/2014
Start Date & Time of sale of tender/download	: 24-10-2014 at 05.00 PM
End Date & Time of sale of tender/download	: 24-11-2014 at 02.30 PM
Start Date & Time for seeking clarification	: 24-10-2014 at 05.00 AM
End Date & Time for seeking clarification	: 31-10-2014 at 05.00 PM
Start Date & Time of submission of tender	: 24-10-2014 at 05.00 AM
End Date & Time of submission of tender	: 24-11-2014 at 02.30 PM
Date & Time of opening of tender	: 24-11-2014 at 03.00 PM

- 5.6 Bidders may seek clarification regarding this tender notice through email to Mr. V. Krishnan (v.krishnan@nic.in) on or before 31-10-2014 at 05.00 PM. **Any correspondence received after the last date for seeking clarification will not be entertained.**

6. **Bid Validity:** Bid shall remain valid for 90 days from the date of opening of the tender.

7. **Earnest Money Deposit (EMD):**

- 7.1 An EMD of Rs. 6,20,000/- (Rupees Six Lakhs Twenty Thousand Only) in the form of Demand Draft/Pay Order/Banker's Cheque/Fixed Deposit Receipt/Bank Guarantee drawn in favor of the DDO, Ministry of Earth Sciences, and payable at New Delhi, **from any of the commercial banks** must be submitted along with the technical bid.
- 7.2 Bids not accompanied by EMD shall be rejected as non-responsive.
- 7.3 No interest shall be payable by the Ministry for the sum deposited as EMD.
- 7.4 -
- 7.5 EMD of the unsuccessful bidders would be returned back within one month of signing of the contract/agreement with the successful bidder or any decision on the tender.
- 7.6 EMD shall be forfeited by the MoES in the following events:
- 7.6.1 If the bid is withdrawn during the validity period.
- 7.6.2 If the bid is varied or modified in a manner not acceptable to the Ministry after opening of bids, during the validity period.
- 7.6.3 If the bidder tries to influence the evaluation process.

8. Performance Guarantee:

- 8.1 On award of the contract, a security deposit of an amount equivalent to 5% of the total contract value, in the form of Bank Guarantee (as per **Annexure – G**) valid for a period more than two months over the expiry of contract period, from a Nationalized Bank, shall be deposited with Ministry towards Performance Guarantee, which shall be refunded within two months of date of expiry/completion of the contract without any interest payable thereon. After depositing the Performance Guarantee, EMD amount would be released to the successful tenderer. In the event of the contractor failing to comply with any provision of the contract, Performance Guarantee shall stand forfeited.

9. Service Level Agreements (SLA):

Service Level Agreements will be made by MoES with the Service Provider to enable business continuity and maintainability of business functionality of the MoES organization. The SLA shall broadly cover following:

- 9.1 Service Provider should provide brief description of contact persons, contact points, and communication channels/methods for approach in case of a problem.
- 9.2 **Service hours:** 24x7 basis with critical business period between 09:30 Hours to 18:00 Hours on all working days with 98% uptime calculated quarterly. The 98% uptime will be calculated, quarterly by considering business hours (each month to be taken as 30 days), as follows:
- 8.00 hrs x 90 days = 720 hrs = 100% uptime.
- 98% uptime = 705.6 hrs per quarter.
- 9.3 **Centralized Helpdesk:** Service Provider will provide a centralized Helpline through a Toll Free No. with adequate qualified and experienced engineers, during AMC period, for monitoring of the system and final resolution of all problems faced by MoES and associated sites. Service Provider should specify any requirements of MoES and associated site officials for assisting in managing this Helpline efficiently.
- 9.4 **Resident Engineer:** Service Provider will provide an on-site service engineer at central location, for operation and maintenance of video conferencing infrastructure (RMX, CMA and VBPs) implemented for MoES. The resident engineer will attend to calls as per Service Level Agreements mentioned in subsequent paragraphs, on all working days and in special cases on Saturdays and Sundays also, as and when required. The resident engineer should be well versed with list of equipments installed at all 8 locations. The resident engineer should be preferably certified engineer of M/s Polycom.
- 9.5 **Escalation process:** Service Provider will provide the escalation process for resolution of the problem within shortest time period.
- 9.6 **Problem Identification:** Service Provider will exert all efforts to perform all fault isolation and problem determination for equipment covered under AMC. Service

Provider is responsible for the identification of a problem, even if the source of the problem is different than that originally suspected or reported by MoES and associated sites. A technical representative at respective MoES sites will be confirmed, for remote trouble shooting by the Service Provider support team after the call has been logged for resolution.

- 9.7 **Maintenance of Good Working Condition:** Service Provider will render support service to ensure that all the equipment - hardware and software, are under good working order. This support service induces proactive and preventive maintenance of equipment, software upgrades and patches, configuration changes and feature compatibility maintenance with respect to the hardware. Even if there is no complaint/call lodged, Service Provider will arrange for a periodical visit (quarterly) of their engineer to the rest of 7 remote sites for proactive/preventive maintenance of equipment and inspect the working condition of the equipment.
- 9.8 **Audit the Working Condition:** Service Provider will perform a quarterly audit of the Telepresence equipment on its usage, environment and any third party components used as recommended by the OEM.
- 9.9 **Repair and Replacement:** Service Provider will repair faulty Telepresence equipment as per SLA. Service Provider will also provide replacement for such faulty systems and modules so as to ensure smooth functioning of the equipments.
- 9.10 **In case of hardware requiring replacement:**
- 9.10.1 Advance replacement will be delivered at respective site and on confirmation of delivery by the respective site, a qualified support engineer will respond for completing the installation and configuration of the replacement.
- 9.10.2 All Government levies viz. Custom Duty, Excise Duty, Octroi, Road Permit etc. will be paid by the Service Provider and no claim in this regard will be entertained by MoES. Further, Service Provider will be responsible for arranging all necessary clearances/permits. However, the required supporting documents towards customs clearance, road permit etc. will be provided by MoES. The lifting of faulty equipment from the respective site will be responsibility of Service Provider.
- 9.11 The support engineer is to maintain a log indicating the daily state and uptime of the Telepresence equipment, which will be signed by the authorized representative of MoES at Delhi. Nodal Officers at respective 7 sites at IMD Delhi, NCMRWF NOIDA, NIOT Chennai, CMLRE Kochi, IITM Pune, INCOIS Hyderabad and NCAOR Goa will confirm the serviceability to support engineer/MoES representative at Delhi on daily basis. The format of the log will be provided by MoES.
- 9.12 **Repairs Not Included:** The following services are outside the scope of this agreement. Upon request of MoES and associated sites, these services may be

performed at the discretion of Service Provider and, if performed, will be at mutually agreed cost and terms.

9.12.1 Repair of damage resulting from unauthorized handling of hardware and software not recommended under interoperability by the OEM.

9.12.2 Repair of damage resulting from MoES and associated sites or an authorized agent of MoES and associated sites (except Service Provider) making configuration changes, usage and operating in a manner not recommended by the OEM.

9.13 Service Levels

9.13.1 Notwithstanding events caused by Force Majeure such as civil disturbance, riots and acts of God, the service levels set forth below must be met and maintained by Service Provider. Failure of Service Provider to meet or maintain these service levels will entitle MoES and associated sites to collect liquidated damages or to terminate either all or part of this agreement. Mandatory service levels are identified based on Telepresence implementation site location.

9.13.2 Call Service Matrix

A. For Delhi and NCR and Where Direct Presence is available

S. No.	Level	Description	Response Time	Resolution Time
1	Level I	Upgrade/Modify/Change in the configuration, Hardware or software. Performance degradation of system.	4 Business Hrs	48 Hrs
2	Level II	Module/ component failure, system outages.	4 Business Hrs	24 Hrs
3	Level III	Problem having severe impact on business and affecting large number of users/customers.	4 Business Hrs	24 Hrs

B. For Location Where Direct Presence is not available

S. No.	Level	Description	Response Time	Resolution Time
1	Level I	Upgrade/Modify/Change in the configuration, Hardware or software. Performance degradation of system.	8 Business Hrs	48 Hrs

2	Level II	Module/ component failure, system outages.	8 Business Hrs	48 Hrs
3	Level III	Problem having severe impact on business and affecting large number of users/customers.	8 Business Hrs	48 Hrs

10. **Submission of Bids:**

The complete tender under 2-bid system is to be submitted online containing the following documents:

10.1 **Technical Bid:**

10.1.1 Tender Acceptance Letter as per Annexure – H.

10.1.2 Documents as mentioned in **pre-qualification conditions at 4.2 to 4.11** including attested copies of Registration Certificate, Service Tax No., PAN/TIN No., experience certificates of carrying out similar nature of work, latest ITCC certificate, balance sheets/audited statements of account or any other relevant document to prove the annual turnover as per pre-qualification condition.

10.1.3 An instrument as mentioned in clause 7.1 above of **Rs. 6,20,000/- (Rupees Six Lakhs Twenty Thousand Only)** in favor of the DDO, Ministry of Earth Sciences, payable at New Delhi, **from any of the Commercial Banks**, as Earnest Money Deposit (EMD).

10.1.4 Bidder should prepare the tender fee as per the above-specified instructions. The original should be posted/couriered/deposited in person to the tender processing section of the Ministry latest by the last date and time of bid submission. **No delay on postal/courier etc. will be considered.** The details of the Demand Draft /Banker's Cheque, physically sent must tally with the details available in the scanned copy and data entered during bid submission time **otherwise the uploaded bid will be rejected. Tender/Bid received without tender fee shall be rejected.**

10.1.5 Declaration as per **Annexure – E.**

10.1.6 The tenderer will put page number and authorized signature on each page (both side) compulsorily of all the Annexures / Supporting Documents uploaded and in absence of it, the bids will be rejected.

10.1.7 Pre Contract Integrity Pact as per **Annexure – I.**

10.2 **Price Bid:**

10.2.1 The duly filled Price Bid as per proforma given in the tender document at **Annexure – F** will have to be submitted electronically / online separately under two cover system. **Conditional price bid shall be summarily rejected.**

10.2.2 The online submission of bids must be completed before the last date and time. Two separate Demand Draft/Banker's Cheque towards Tender Fees and Earnest Money Deposit (EMD) must reach the tender inviting authority by post/courier or to be dropped in the sealed tender box kept in the General Section, Ground Floor, Room No.1, Ministry of Earth Sciences, Prithvi Bhavan, Lodhi Road, New Delhi – 110 003 latest by the last date and time of bid submission. **Any request for extension of submission date will not be considered.**

11. Opening of Bids:

11.1 Technical Bid will be opened **online** on **xx-xx-2014 at 03.00 PM** in which the tenderers or their representatives can participate. Price Bid will be opened only of those tenderers whose Technical Bid is found to be in order. Such technically qualified tenderers shall be intimated about date and time for opening of price bid.

12. Right to accept any tender and to reject any or all tenders:

12.1 The Ministry reserves the right to accept or reject any tender, and or to annul the bidding process and/or reject all tenders at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Ministry's action.

13. Subletting: Subletting of the contract is not permitted.

14. Signing and Commencement of Contract:

14.1 On receipt of order, it is desirable that the successful firm enters into a back-to-back support/maintenance agreement with the OEM or any authorized agent of OEM for supply of genuine spares within reasonable time and cost. Whenever required to replace any component of the Telepresence equipment, the firm will source genuine spare parts sourced from the OEM, furnishing documentary proof of the same to the purchaser.

14.2 Successful firm/agency/contractor will be intimated and the contract agreement will be entered into for a period of three years. The preparation of the contract agreement with proper seal and signature etc. would be done by the successful firm in consultation with the Ministry.

- 14.3 The contract will come into force for a period of three years after signing an agreement between the two parties. But it can be terminated by giving one-month notice without assigning any reason by the Ministry.

15 **Payment Terms:**

- 15.1 Payment shall be made for all locations on quarterly basis at the end of each quarter against the pre-receipt bills duly supported with necessary check lists, log sheet, uptime status of the equipment of all the 8 locations etc. by the Service Provider. Before releasing the payment, Service Provider will obtain necessary performance certificate from the Nodal Officers of all the 8 locations.

- 15.2 MoES will deduct applicable TDS and other statutory levies, if any, from the quarterly bills.

- 15.3 Levy/Taxes payable by contractor - Sales Tax/VAT or any other tax on materials in respect of this contract shall be payable by the contractor and it shall be deemed to have been included in the quote.

- 15.4 All tender rates shall be inclusive of all taxes and levies payable except Service Tax under respective statutes. However, pursuant to the Constitution (46th Amendment Act, 1982), if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender, including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies, the contractor shall be reimbursed the amount so paid.

16. **Penalty:** Financial penalty will be imposed in case of any shortfall in the system uptime during the billing cycle period. Such penalty amounts will be deducted from the payment due. Penalty would be levied as per log maintained by the support engineer on the Telepresence equipment and approved by MoES and associated sites. Penalty amount will be calculated as under:

Per day AMC Cost shall be computed on the basis of the contract value awarded to the Service Provider. Three times the amount of AMC cost for which the equipment was down beyond the allowance of downtime provided shall be deducted from the quarterly payment.

17. **Liquidated Damages:** Ministry reserves the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other agency at the cost, risk and responsibilities of Service Provider and excess expenditure incurred on account of this, will be recovered by Ministry from Security Deposit or pending bill or by raising a separate claim.

18. **Force Majeure:**

- 18.1 Notwithstanding the provisions stated above, Service Provider shall not be liable for forfeiture of its performance security, penalty or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- 18.1 For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving Service Provider's fault or negligence and not foreseeable. Such events may include, but are not be limited to, acts of God, wars, revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 18.2 If a "Force Majeure" situation arises, Service Provider shall promptly notify the Ministry in writing of such conditions and the cause thereof. Unless otherwise directed by the Ministry in writing, Service Provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the "Force Majeure" event.
- 18.3 Time for performance of the relative obligation suspended by "Force Majeure" shall then stand extended by the period for which such cause lasts.

19. Termination of Contract:

- 19.1 The contract may be terminated on any one of the following reasons by giving one month notice by the Ministry:
- 19.1.1 The contractor not performing his duties satisfactorily;
- 19.1.2 For committing breach of contract of any of other terms and conditions of the agreement, on assigning the contract or any part thereof or benefit or interest therein or hereunder by the contractor to any third party or subletting whole or part of the contract to any third party.
- 19.1.3 Foreclosure of contract due to abandonment or reduction in scope of work - If at any time after acceptance of the tender, the Ministry shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Ministry shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.
- 20. Arbitration:** All disputes or differences arising out or in connection with the contract shall be settled by bilateral discussions. If any dispute cannot be settled

by mutual discussions within thirty days an independent arbitrator shall be appointed on consent of both parties. The arbitration proceedings shall be held under the provisions of the Arbitration and Conciliation Act 1996 and any of its subsequent amendments. The arbitration proceedings shall be in English and the venue of arbitration shall be Delhi.

21. Applicable Law:

- 21.1 All matters connected with this contract shall be governed by Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Delhi.
- 21.2 No alternative offer shall be considered.
- 21.3 Ministry reserves the right to accept/reject any bid and to cancel the bidding process at any time and reject all bids, at any time prior to placement of order, without assigning any reason.

22. General Terms and Conditions:

- 22.1 The contract period will be for three years from the date of acceptance subject to finding satisfactory services.
- 22.2 The work shall be done as per standard specification of OEM i.e. M/s Polycom, other National /International Standards, IE rules and statutory requirements of Govt. of India as may be applicable at the work site from time-to-time.
- 22.3 All parts of the specification shall be read in conjunction with each other. In case where requirements given in different parts differ, the most stringent shall govern.
- 22.4 Any work/equipment or technical requirement not mentioned in the Service Level Agreement (SLA) but required to make the system operative shall be deemed to be included in the offer.
- 22.5 The contractor shall provide all necessary manpower, tools and tackles, consumables, transport, instruments etc. required to carry out work as per this document/direction of nodal officer (MoES).
- 22.6 Where proper execution of work depends upon the performance of other agencies or where the contractor considers that his work is being unreasonably interrupted by the activities of other agencies he shall so notify to the Ministry immediately. If the contractor fails to do so, it shall be deemed that he is satisfied with the prevailing conditions/situations.

- 22.7 All work shall be carried out to the entire satisfaction of the supervising personal of the Ministry. Any work found to be carried out without the approval of the nodal officer (MoES) or work, which is considered to be unsatisfactory or of poor quality, shall be rectified by the contractor without any additional cost to the Ministry.
- 22.8 The requirements about shutdown to carry out the work shall be optimally planned and shall be informed in writing to the nodal officer (MoES), well in advance and approval obtained. The responsibility of co-ordination with other agencies sharing the work shall also be the sole responsibility of the contractor.
- 22.9 Work permits shall be issued while giving shut downs to other agencies/deputing the persons for carrying out job taking full care of safety and security of equipment and personnel. Records of issue of work permits and their release shall be maintained.
- 22.10 The contractor shall complete and fulfill all formalities with the statutory authorities having jurisdiction in the area.
- 22.11 The contractor shall attend review meetings and all other meetings called by the Ministry.
- 22.12 The contractor shall provide monthly call/status report in duplicate. The report shall clearly define all major activities completed during the previous month and identify programs that are proposed to be undertaken in the coming month etc. The report format shall be finalized after discussion with the nodal officer (MoES).
- 22.13 The contractor shall be given with network diagram of the network connectivity of Telepresence equipment in all eight locations and to the extent possible shall maintain the installation accordingly. Modification made, if any, shall be made after due approval of concerned nodal officer and the same will be recorded.
- 22.14 All faults, discrepancies failure shall be promptly attended to and preventive and periodic maintenance shall be done regularly so that breakdowns are minimized. Preventive Maintenance schedule to be workout out after discussion with the nodal officer (MoES).
- 22.15 In case of non-deployment of manpower and/or service not provided to the satisfaction of the Ministry, the Ministry reserves the rights to get the problem rectified through other agency at the risk and cost of the contractor and suitable amount shall be deducted from the payment of the contractor.
- 22.16 Rates of items quoted shall be inclusive of all taxes, duties, levies, payments etc. Also the rates quoted by the bidder shall be inclusive of all payments to be made

by the bidder to all manpower and all costs toward workmen compensation, PF, insurance etc.

22.17 There should be no delay in making the system functional for want of spares. The responsibility of spares planning rests with the contractor.

22.18 No Sales Tax exemption forms shall be issued by the Ministry to the contractor.

22.19 Rates shall remain firm for a period of three years from the date of order and also in case an extension for the work is given to the contractor on mutual consent of both parties and at the discretion of the competent authority.

22.20 -

22.21 Contractor is liable to perform all the work mentioned at Service Level Agreement (SLA) in the tender document.

LETTER OF APPLICATION

[NOTE: This Letter of Application is to be given on the letter head paper of the Applicant including full postal address, telephone no., fax no., and email address]

To,
The Director (IT)
Ministry of Earth Sciences,
Prithvi Bhavan,
Lodhi Road, New Delhi – 110 003

Sir,

1. Being duly authorized to represent and act on behalf of (hereinafter referred to as "the Applicant") and having reviewed and fully understood all the pre-qualification information provided, the undersigned hereby applies for the following:

“Comprehensive Annual Maintenance Contract (AMC) for Telepresence Equipments in 8 locations of Ministry of Earth Sciences”
2. Attached to this letter are copies or original documents defining:
 - (a) the Applicant's legal status:
 - (b) the principle place of business; and
 - (c) the place of incorporation (for Applicants who are corporations) or the place of registration and the nationality of the owners (for Applicants who are partnerships or individually-owned firms).
3. Your office and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative or any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves to verify statements, and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.

4. Your office and its authorized representatives, may contact the following persons for further information.

General, Personnel, Technical and Financial Enquiries		
Contact 1	Telephone 1	Email 1
Contact 2	Telephone 2	Email 2

5. This application is made in the full understanding that:
- (a) Bids by pre-qualified Applicants will be subject to verification of all information submitted for pre-qualification at the time of bidding.
 - (b) Your office reserves the right to:

Amend the scope and value of the contract/bid. In such event, bids will only be called from pre-qualified bidders who meet the revised requirements and reject or accept any application, cancel the pre-qualification process, and reject all applications without assigning any reason thereof; and
 - (c) Your office shall not be liable for any such action and shall be under no obligation to inform the Applicant.
6. Appended to this application, we give details of the participation of each party including capital contribution and profit/loss agreements, to the joint venture or association. We also specify the financial commitment in terms of the percentage of the value of the contract, and the responsibilities for execution of the contract.
7. The undersigned declare that statements made and the information provided in the duly completed application are complete, true, and correct in every detail.

Signed
Name
For and on behalf of

GENERAL INFORMATION:

All individual firms applying for tender are requested to complete the information in this form. Information to be provided for all owners or applicants who are partnerships or individually owned firms.

1.	Name of firm:	
2.	Head office address:	
3.	Registered office address:	
4.	Telephone:	Contact:
5.	Fax:	E-mail:
6.	Place of incorporation/ Registration No.	Year of incorporation / registration

STRUCTURE AND ORGANIZATION

1. The Applicant is

- (a) an individual
- (b) a proprietary firm
- (c) a firm in partnership
- (d) a Limited Company or Corporation

2. Attach the Organization Chart

showing the structure of the organization, including the names of the Heads and position of officers

3. Have you ever left the work awarded to you incomplete: (If so, give name of project
-
- and reasons for not completing the work)

Seal and Signature of Tenderer
(Name and Designation of the authorized signatory)

ANNEXURE - B**ANNUAL TURN OVER**

FINANCIAL YEAR	ANNUAL TURNOVER AS PER AUDITED BALANCE SHEET (in Rupees)
2011-2012	
2012-2013	
2013-2014	
Average Annual Turnover	

Note: The above data is to be supported by Audited Balance Sheets.

* If not audited till the date of submission of tender, a certificate from the Chartered Accountant may be submitted, along with un-audited accounts.

Seal and Signature of Tenderer
(Name and Designation of the authorized signatory)

ANNEXURE - C**DETAILS OF COMPLETED WORKS OF SIMILAR NATURE****(During last five years ending March 31st 2014)**

S. No.	Name of the contract	Name of the client	Brief Description of the contract	Date of Start	Date of Completion as per contract	Date of actual completion	Value (Rs.)
1.							
2.							
3.							
4.							

Note: Please attach supporting documents for the above furnished information.

Seal and Signature of Tenderer
(Name and Designation of the authorized signatory)

ANNEXURE - D**PERSONNEL CAPABILITIES**

S. No.	Name and Address of the Employee	Technical Qualification	Post Held	Date of Employment

Seal and Signature of Tenderer
(Name and Designation of the authorized signatory)

DECLARATION

Declaration letter on official letterhead stating the following:

1. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this tender.
2. We are not blacklisted by any Central/State Government/Public Sector Undertaking/Corporates in India.

Yours faithfully,

(Signature of the Authorized person)

Date:
Place:

Name:
Designation:

ANNEXURE-F**PRICE-BID****Tender Inviting Authority:****Ministry of Earth Sciences****Name of Work:****Comprehensive AMC for Telepresence Equipments in 8 locations of Ministry of Earth Sciences****Contract No.:****Bidder Name:****PRICE SCHEDULE****(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bid is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)**

S. No.	Item Description	Quantity	Unit	Basic Price (Rs.)	Amount (Rs.)	Service Tax (Rs.)	VAT (Rs.)	Total Unit Cost (inclusive of all) (Rs.)
1	2	3	4	5	6	7	8	9
1	VC INFRASTRUCTURE-CENTRAL SITE EQUIPMENT (CMA 4000)	1	Nos.					
2	VC INFRASTRUCTURE -CENTRAL SITE EQUIPMENT (RMX 2000)	1	Nos.					
3	TELEPRESENCE SUITE (TELEPRESENCE SUITE TPX- 306M)	8	Nos.					
4	TELEPRESENCE SUITE (NAT TRAVERSAL DEVICE VBP 5300E)	8	Nos.					

5	TELEPRESENCE SUITE (24 PORT 10/100/1000 NETWORK SWITCH (EXTERNAL)	8	Nos.					
6	POWER BACKUP (EMERSON NETWORK POWER 6 KVA ONLINE UPS WITH ONE HOUR BACK UP)	9	Nos.					
***Total in Figures								
***Total in Words		Rupees only						

Note:

1. The quoted prices/rates are valid for 90 days from the due date of opening of the tender.
2. No cutting or over-writing will be allowed. Any financial bid with over-writing or cutting will be disqualified.
3. The quoted price/rates includes the cost for deployment of one Resident Engineer in Central Location, Delhi.
4. The contract period will be for three years from the date of acceptance subject to finding satisfactory services.
5. The Ministry has the authority to periodically appoint Technical Auditor or some other agency to evaluate the maintenance work done by the contractor and recommendations made thereof for compliance in letter and spirit. This is primarily to ensure that the reliability of the system is not compromised with due to lack of maintenance.

Seal and Signature of Tenderer
(Name and Designation of the authorized signatory)

PROFORMA FOR PERFORMANCE BANK GUARANTEE
(On stamp paper of appropriate value from any Nationalized Bank)

To,

Ministry of Earth Sciences,
Prithvi Bhavan,
Lodhi Road,
New Delhi – 110 003

Dear Sir,

In consideration of Ministry of Earth Sciences (hereinafter called as the Employer which expression shall include his successor and assigns) having awarded to
..... (hereinafter referred to as the Contractor or Contractors when expression shall wherever the subject of context so permits include its successors and assigns) a contract no. in terms inter-alia, of the MoES's letter no. dated. and the General Conditions of Contract and upon the condition of the Contractor's furnishing security for the performance of the Contractor's obligations and discharge of the Contractor's liability thereunder in connection with the said contract up to a sum of Rs.....
(Rupees..... only) amounting to 5 % (Five) percent of the total contract value.

1. We. (hereinafter called the Bank which expression shall include its successors and assigns) hereby jointly and severally undertake to guarantee the payment to the Employer in Rupees forthwith on demand in writing and without protest or demur or any and all moneys anywise payable by the Contractor to the Employer in respect of or in connection with the said contract inclusive of all the Employer's losses and damages and costs (inclusive between attorney and client) charges and expenses and other moneys anywise payable in respect of the above to this guarantee up to an aggregate limit of Rs.
(Rupees.....only).

2. We the Bank further agree that the Employer shall be the sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by the Employer on account thereof and the decisions of the Employer that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by the Employer from time to time shall be final and binding on us.
3. The Employer shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other security in respect of the Contractor's obligations and liabilities hereunder or to vary the contract or the work to be done thereunder vis-à-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement of all or any of the security and/ or any other security(ies) now or hereafter held by the Employer and no such dealing(s), reduction(s), increase(s) or other indulgence(s) or arrangement(s) with the Contractor or release or forbearance whatsoever shall absolve the Bank of the failed liability to the Employer hereunder or prejudice the rights of the Employer against the Bank.
4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all monies payable to the Employer in terms thereof.
5. The Bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the Bank in terms hereof shall not be anyway affected or suspended by reason of any dispute or dispute having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Employer in terms hereof.
6. The amount stated in any notice of demand addressed by the Employer to the Bank as liable to be paid to the Employer by the Contractor or as suffered or incurred by the Employer on account of any losses or damages of cost, costs, charges and / or expenses shall be conclusive evidence of the amount so liable to be paid to the Employer of suffered or incurred by the Employer as the case may be and shall be payable by the Bank to the Employer in terms hereof.
7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of the Contractor arising up to and until midnight of.....

8. This guarantee shall be in addition to any other guarantee or security whatsoever that the Employer may now or at any time anywise may have in relation to the Contractor's obligations or liabilities thereunder and/or in connection with the said contract and the Employer shall have full authority to have recourse to or enforce this security in preference to any other guarantee or security which the Employer may have or obtain and no forbearance on the part of the Employer in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its full liability hereunder.
9. It shall not be necessary for the Employer to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding that any security which the Employer may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the said Bank hereunder be outstanding or unrealized.
10. We the said Bank undertake not to revoke this guarantee during its currency except with the consent of the Employer in writing and agree that any change in the constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.
11. We.the said Bank further state that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/ difference pending between the parties before the arbitrator and/ or that any dispute is being referred to arbitration.
12. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs. (Rupees.....) and this guarantee shall remain in force tilland unless a claim is made on us within three months from that date, that is before all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities thereunder.

Datedday of2011.

For and on behalf of Bank.

Issued Under Seal

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

The Director (IT),
Ministry of Earth Sciences,
Prithvi Bhavan,
Lodhi Road,
New Delhi – 110 003

Sub: **Acceptance of Terms and Conditions of Tender**

Tender Reference No.: **MOES/2/1/06/COMP-Pt.III dated xx-xx-2014**

Name of Tender/Work: Tender for Comprehensive Annual Maintenance Contract (AMC) for Tele presence Equipments in 8 locations of Ministry of Earth Sciences

Dear Sir/Madam,

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

_____ as per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No._____ to_____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,
Seal and Signature of Tenderer
(Name and Designation of the authorized signatory)

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20____, between, on one hand, the President of India acting through Shri _____, Designation of the officer, Ministry/ Department, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/ Equipment/ Item) and the BIDDER/Seller is willing to offer/ has offered the stores, and

WHEREAS the BIDDER is a private company/ public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/ Department of the Government of India/ PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

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, favor 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 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, favor, 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, favor, 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 favor 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 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 will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/ stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount as specified in RFP as Earnest Money/ Security Deposit, with the BUYER through any of the following instruments:
- (i) Bank Draft or a Pay Order.
 - (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 as specified in the RFP.
- 5.2 The Earnest Money/ Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER.

However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason thereof.

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

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be 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 Subcontractor(s). 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 a written report to the designated Authority of BUYER/Secretary in the Department within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto five 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, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____

BUYER

Name of the Officer

Designation

Deptt./ Ministry/ PSU

BIDDER

CHIEF EXECUTIVE OFFICER

Witness

1. _____

2. _____

Witness

1. _____

2. _____

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