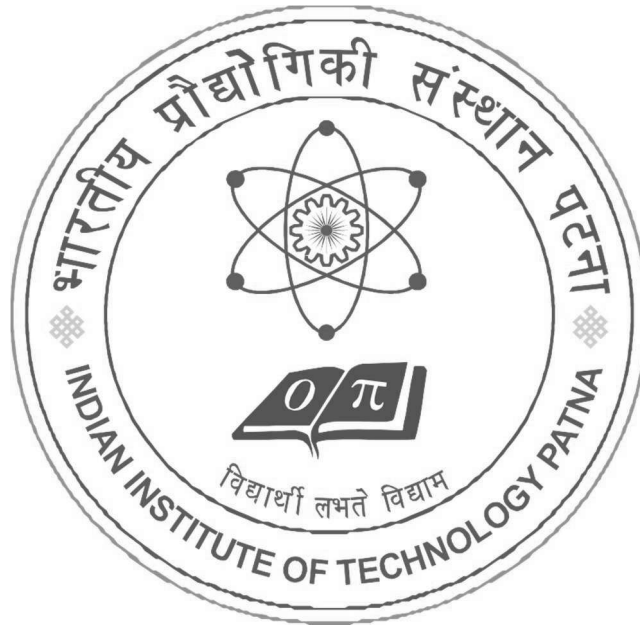


INDIAN INSTITUTE OF TECHNOLOGY PATNA

Website: www.iitp.ac.in



PROVIDING BUS SERVICES WITH STAFF FOR TRANSPORTATION OF STUDENTS OF IIT PATNA CAMPUS, BIHTA

- a) To and Fro Patna
- b) Providing intra campus bus service

Minimum permissible time may be given for bid submission.

BUSES FOR TRANSPORTATION

Indian Institute of Technology Patna requires deployment of 4 commercial buses on monthly basis for a period of one year, which can be extended on the basis of satisfactory performance, for a period of one year with maximum two extensions (one year each may be considered) on same terms and conditions. However, extension cannot be claimed as right.

Eligible and competent Bus operators are requested to submit their offer under two bid system. Buses should be passenger/staff bus. School buses are not acceptable. Buses should be non-deluxe, non-AC and minimum 40-seater. Bus will have to ply up to 160 km or 12 hrs per day, whichever is earlier. Each bus should have 01 driver and 01 conductor. The mobile no. of driver/conductor of each bus should be shared with office in advance.

The bidders are required to read the eligibility criteria, instructions contained herein, and terms and conditions and ensure compliance before submitting their bid. In case of non-compliance and deficit information, the bid shall be outrightly rejected and no communication shall be entertained thereafter or otherwise.

ELIGIBILITY CRITERIA CUM TERMS AND CONDITIONS FOR ENGAGEMENT OF AN AGENCY FOR DEPLOYMENT OF BUSES ON RENT

1. The participating bidder should be a Sole Proprietor/ Partnership firm/Company. The bidder should submit an affidavit (for proprietor firm) / duly self-attested copy of partnership deed and registration certificate (for partnership firm)/ duly self-attested copy of MoA and registration certificate of the firm (for Pvt. Ltd/Pub. Ltd Company)
2. The bidders should possess vehicles/ have agreement with owner of the vehicles of model not older than January 2020. Details of the vehicles should be indicated.
3. The bidder must enclose Copy of Vehicle Registration Certificate, Insurance Certificate and PUC in favor of proprietor/partners/firm as documentary evidence in support of each vehicle
4. Transporter should not have been debarred or blacklisted by any Central/State Governments Departments/Autonomous Institution/Educational Institutions in India on or after 01/01/2020. An affidavit to that effect should be uploaded in original.
5. The bidders annual financial turnover in transport services for the financial years, i.e., 2021-22, 2022-23 & 2023-24 duly audited by the CA and should not be less than Rs. 50.00 Lakh. Further, the firm/company should not be a loss-making company in these three years. This should also be certified by CA.
6. The bidder should have experience of at least 2 years for providing transport

services on rental basis to central/state government/Public sector/Banks/Autonomous bodies etc. Copies of the contract awarded to them and Satisfactory performance certificate from the organization must be submitted as a proof in support of the experience regarding providing of transportation service. In absence of the same (both contract and experience certificate), experience will be considered as NIL and the bid will be rejected. Services provided to private organization shall not be considered.

7. PAN Card and GST registration certificate should be provided.

8. The bidder must upload model of the four buses proposed to be deployed along with detailed information brochure.

General Terms and Conditions:

1. The Technical bid shall include all the documents supporting the eligibility Criteria.

2. **Earnest Money Deposit (EMD):** Bidder should furnish an EMD of a refundable amount of **Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand Only)**. EMD should be submitted in the Institute's Account using i-Collect of SBI. The details may be seen on following webpage:

(<https://www.iitp.ac.in/images/pdf/snp/SBI%20I-Collect.pdf>)

In case of difficulty in SBI collect Link, EMD can also be paid directly into the Institute account. Bank details are as follows-

Institute Account name as per Bank record-Indian Institute of Technology Patna

Account No- 37956806500, IFSC Code-SBIN0017164

Payment proof must be submitted along with Bid, except in case of valid EMD exemption certificate.

In case of DD, it should be drawn in favor of Registrar, IIT Patna. Scanned copy of DD should be uploaded with bid but hard copy must be received in IIT Patna within five days of bid submission, failing which the bid is liable to be rejected.

3. EMD Exemption: The Institute may accept bids without EMD from those bidders who are registered with National Small Industries Corporation (NSIC) or Department/ Micro and Small Enterprises (MSE) /Startup as **Service Provider**.

4. While submitting the bid, the bidder are required to submit an undertaking on their firm letterhead as under:

"The terms & conditions mentioned in the tender document against which the rate is being offered are acceptable to the firm".

In case bidder do not give this undertaking, their offer will not be accepted and bid

may also be rejected.

5. The requirement of vehicles mentioned in the tender is approximate and may vary as per requirement of the Institute at the time of placing order.

6. **Arbitration Clause:** In case of any dispute or difference arising out of or in connection with the tender conditions, job order and contract, the Institute and the contractor will address the dispute/difference for a mutual resolution and failing

which, the matter shall be referred for arbitration to a sole arbitrator to be appointed by the Institute. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be Patna. The decision of the Arbitrator shall be final and binding on both the parties.

7. **Jurisdiction:** Courts at Patna will only have the jurisdiction for the dispute between parties arising out of this tender/contract.

8. All vehicles provided to IIT Patna should be in excellent roadworthy and running condition and should be of model not older than January 2020, as given in the technical and financial bids of the tender document with good interiors, free from any past history of accidents and fully insured, including third party.

9. Only inspected and approved vehicles will be sent for service on regular basis. Vehicles sent as replacement/standby will also be subjected to inspection and approval by the inspecting team, to be constituted by IIT Patna. Institute reserves the right to inspect all / any vehicle at any time during the trip.

10. The vehicles shall run as per the schedule decided by the Institute. The vehicles will be deployed even on Sundays/ Holidays as per the Institute requirements including special duties over and above scheduled requirements as and when needed. The schedule might have timings late in the evening or early in the morning. Hence, the Transporter should have sufficient number of drivers during these hours. The Transporter should strictly follow the schedule. Exact Kms. covered will be entered in the log book(s) on daily basis. The vehicles sent for services should have neat and hygienic seat covers, fire extinguisher units, first aid box, CCTV camera etc. The latter must be installed in bus in such a way that activities in the entire bus is clearly recorded. A banner plate denoting that the vehicles are on IIT Patna duty should be placed as per govt. rules/instructions

11. All vehicles deployed for transportation must have a **Pollution Under Control certificate**. The transporter must have necessary permit from the state government (Bihar) to provide buses for hiring purpose.

12. Drivers deployed by the agency on the buses should have a valid commercial HMV driving license and they must be employees of the agency. All drivers must be physically and mentally fit for rendering services. If any driver is found not fit or his behavior is not satisfactory the replacement of the driver to be provided.

13. In case of any delays/breakdown/non-reporting of the vehicle, the information should immediately be passed on to the "Authorized Person" appointed by IIT Patna and suitable replacement has to be arranged within 24 hrs. by the Transporter.

14. The Transporter must ensure that driver(s) is/are not under the influence of alcohol or other intoxicants while performing their duties for the Institute. Institute reserves the right to check randomly the drivers for the alcohol contents through breath analyzer. **Consumption of alcohol/smoking and other prohibited items are strictly prohibited inside vehicle.** The Transporter should ensure that the drivers should not play cards, gambling, or involved in any antisocial activities during duty hours and such activities are prohibited even after duty hours. They shall **not use unprofessional/casual/abusive language inside the vehicles during the services rendered at the Institute.**

15. The transporter shall solely be responsible for accidents, if anything happens. Institute will not be responsible for any litigation whatsoever under any circumstances. No claim of damage of bus by Institute students shall be entertained. Transporter shall ensure safety of buses.

16. The transporter must not deploy any driver:

- (i) who has not completed eighteen years of age, or
- (ii) who does not possess a valid driving license, or
- (iii) has experience of less than three years.

The transporter shall comply with all the statutory regulations related to the business. Institute shall not be responsible for any liability in this regard for any fault of the transporter. The transporter shall depute a transport supervisor with adequate experience for single point interaction and coordination with the Institute. The transport supervisor will also handle queries from IIT Patna community regarding schedule and other transport related issues.

17. The operation and function of vehicles and drivers shall be governed by Motor Vehicles Act and these shall be the responsibility of the transporter. Any violation of traffic rules can invite penalty that would be solely borne by the Transporter.

18. Each vehicle shall be given suitable time for maintenance as per norms, with prior consent of the Institute without affecting the schedule decided by the Institute. Once in a fortnight, the bus will be permitted to go for routine checkup and washing but without affecting the schedule given with prior consent by the Institute. The bus will be kept clean all the time. Cleanliness shall be ensured by the transporter.

19. The bus shall not be utilized by the Transporter for any other purpose than the requirement of the Institute during the contract duration. Hired buses must display message “IIT Patna (on contract)”.

20. Contractor will have to park the buses at IIT Patna, Bihta campus except when sent for maintenance, off-campus night halt or other purpose of the Institute. **Parking outside IIT campus shall be arranged by the contractor at his own cost and risk, when sent for off- campus night halt and other purposes. Buses should be made available at starting point in Patna at least 10 minutes before time of start.**

21. **Penalty:** During the operation of the contract, the following penalty will be **deducted from the monthly payment** to the Transporter, based on report from the security staff/ IIT Employee/Student travelling in the bus: -

1. Delays not because of Mechanical failure/act of nature: -

a) 10 to 30 minutes	Rs. 2000/- per event
b) More than 30 minutes	Rs. 3000/- per event
c) Failure to provide a bus	Rs. 4000/- per event

2. Misbehavior with IIT Employee/Staff/Student: Rs. 1000/- per event

3. Over Speeding Rs. 1000/- per event

4. Inadequate cleanliness of the vehicle: Rs. 500/- per event

5. Improper servicing/mechanical condition due to poor maintenance Rs. 1000/- per event

6. Providing invalid/inappropriate driver: Rs. 2000/- per event

7. Driver found intoxicated/indulging in gambling/any other antisocial activities during duty hours: Rs. 5000/- per event

If bus does not operate on a day. Charges @ Rs. 7000/- per bus shall be deducted.

And / Or as per GeM Service level agreement.

22. **Award of Contract:**

- a) After due evaluation of both the Technical & Financial bids, IIT Patna will award the contract to the **Lowest quoting vendor, who is technically qualified.**
- b) In case the period of contract is extended further by the Institute in consultation with the Contractor, the validity of performance guarantee shall also be extended by the contractor accordingly, so that such performance security shall remain valid for a period of sixty days after the expiry of the obligations of the contractor for the extended period.
- c) Tax payment is sole responsibility of Contractor. Any changes in tax should not be claimed from IIT Patna.

23. Performance Guarantee:

- a) The Contractor shall provide Performance Guarantee @ 5 % of the Annual contract amount in terms of Fixed Deposit Receipt made in any of the Nationalized bank within 10 days of award of the contract.
- b) The performance security, as furnished by the Contractor, shall remain valid for a period of **sixty days beyond the date of completion of all contractual obligations** of the Contractor under the agreement to be executed by and between the Institute and the Contractor.

24. Refund of EMD: The earnest money deposit of the unsuccessful bidder will be refunded without any interest within 30 days of award of the contract. The earnest money deposit of the bidder, whose tender has been accepted, will be returned on the submission of performance security. Earnest money deposit of the successful Contractor will be forfeited, in case of default.

25. Default: The Transporter will have to forfeit to the institute, the Earnest Money Deposit (EMD) for an amount of Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand Only) in case of default which is considered for the purpose of this tender/contract in case of, any or all of the following events: -

- a) Failing to provide transportation service as per the contract within five days of award of the contract.
- b) Failure to provide Performance Guarantee within stipulated time frame.
- c) Furnishing false information to secure this contract, which may be found during the tendering process or at a later stage during the operation of the contract.

26. In case of change in requirements/for any other reason, the Institute reserves the right to either increase/decrease the number of vehicles or terminate the contract by giving 30 days' notice without assigning any reason whatsoever.

27. Payment Schedule: Payment shall be done on monthly basis.

28. The IIT Patna reserves the right to cancel the tender at any stage (point of time) without assigning any reason.

29. Bidders should go through the tender terms, conditions and specifications carefully. They should ensure that all the required documents are furnished along with the bid.

30. The award of contract is initially for a period of one year. It may be extendable upto one/two more year(s) on the same terms and conditions. However, such

extension cannot be claimed as right and it is at the sole discretion of the institute.

Note:

- *Rates quoted by the vendor should be inclusive of all kind of taxes and statutory liabilities and payment to one driver and one conductor and fuel expenses. The quoted price should be final amount to be paid.*
- ***Lowest bidder will be selected for the award of the contract subject to meeting technical criteria.***

31. It shall be sole responsibility of the agency to ensure that only authorized persons board bus. Institute shall have no role here.

Scanned copy of original document to be uploaded along with technical bids

1. The bidder must upload model of the four commercial buses proposed to be deployed along with detailed information brochure.
2. The participating bidder should be a Sole Proprietor/ Partnership firm/Company. The bidder should submit an affidavit (for proprietor firm) / duly self-attested copy of partnership deed and registration certificate (for partnership firm)/ duly self-attested copy of MoA and registration certificate of the firm (for Pvt. Ltd/Pub. Ltd Company).
3. Registration Certificate of Buses along with copy of Agreement with Owner of the buses (if any) to be deployed at IIT Patna (Registration Must not be older than 01/01/2020 and should be for **commercial** use).
4. Insurance Certificates (Including third party) of Buses to be deployed at IIT Patna.
5. Transporter should not have been debarred or blacklisted by any Central/State Governments Departments/Autonomous Institutions/Educational Institutions in India on or after 01/01/2020. An affidavit to that effect should be uploaded.
6. Certificates, duly audited by CA, showing that the bidder's annual financial turnover in transport services for the financial years, i.e., 2021-22, 2022-23 & 2023-24 duly audited by the CA and should not be less than Rs. 50.00 Lakh. Further, the firm/company should not be a loss-making company these three years. This should also be certified by CA.
7. The bidder should have experience of at least 2 years for providing transport services on rental basis to central/state government/Public sector/Banks/Autonomous bodies etc. Copies of the contract awarded to them and Satisfactory performance certificate from the organization must be submitted as proof in support of the experience regarding providing of transportation service. In absence of the same (both contract and experience certificate),

experience will be considered as NIL, and the bid will be rejected. Services provided to private organizations shall not be considered.

8. PAN of the bidder.

9. Valid road permit to ply buses in Patna / Bihar

10. GST registration certificate of bidder.

11. EMD Rs. 2,50,000/- OR valid EMD Exemption Certificate.

12. The bidders are required to submit an undertaking on their firm letterhead as under: "The terms & conditions mentioned in the tender document against which the rate is being offered are acceptable to the firm".

13. Valid Pollution Under Control certificate of the Buses to be deployed at IIT Patna.

14. Pre-contract integrity pact in the enclosed format.

Registrar

Price Bid

Kilometre/hr.	Rate (in Rs.) per bus
160 km or 12 hrs per day, whichever is earlier #	
Extra Hour	
Extra KM	
Outstation (excluding Patna)	

#This rate will determine L1.

Signature with Stamp of the Bidder

Date:-

PRE-CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2025, 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 required, 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 in 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, with demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage commission, fees, brokerage or inducement o any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
 - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether India 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 commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 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 the no previous transgression occurred in the last three years immediately before signing of the 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 _____ (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of _____
 - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instruments (to be specified in the RFP).
- 5.2 The Earnest Money / Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions of 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. Sanction 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 therefore.
 - (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. Facilitation of Investigation

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

9. Law and Place of Jurisdiction

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

10. 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.

11. **Validity**

11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, Including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2 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.

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

BUYER

BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

Deptt./MINISTRY/PSU

Witness

Witness

1. _____

1. _____

2. _____

2. _____