

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 As per govt orders, EMD is not required to be submitted alongwith the bid and Bidders shall undertake in Form as given in the RFP not to withdraw the bid during its validity period and shall not withdraw the bid failing in which they will be suspended for 3 years period for participating in PFC tenders.

5.2 In the case of 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 Utility to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

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 Utility 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 Utility and the Utility 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 Utility, 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 or any other standard, as applicable. If any outstanding payment is due to the BIDDER from the Utility 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 Utility, 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 Utility resulting from such cancellation/rescission and the Utility 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 Utility.

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 Utility with the Bidder, the same shall not be opened.

X. Forfeiture of Performance Bond in case of a decision by the Utility to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Utility 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 Utility to the effect that a breach of the provisions of this Integrity 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.

8. Independent Monitors

8.1 The Utility has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Name & Addresses of 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 Utility.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Utility including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractors(s) with confidentiality.

8.7 The Utility 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 Utility/Secretary In the department/ within 8 to 10 weeks from the date of reference or intimation to him by the Utility/ 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 Utility 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 Utility.

11 Other Legal Actions

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

12 Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Utility 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

Utility
Name of the officer
Designation
<...name of utility...>

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.

Form F- 4: Manufacturer's Authorization
(To be obtained from all OEMs)

Date: _____

DCB No.: _____

Invitation for Bid No.: _____

To: _____

WHEREAS _____ who are official manufacturers of _____ having factories at _____

_____ do hereby authorize _____ to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us _____ and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause E (25 to 29) of the General Conditions of Contract, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

Name _____

In the capacity of: _____

Signed _____

Duly authorized to sign the Authorization for and on behalf of _____

Form F- 5: Certificate as to Corporate Principal

CERTIFICATE AS TO CORPORATE PRINCIPAL

(To be signed by any of Board Directors or Co. Secry.)

(To be accompanied along with requisite copy of the board resolution)

I _____ certify that I am _____ of the Company under the laws of _____ and that _____ who signed the above tender is authorized to bind the Company / Firm by authority of its governing body.

Signature: _____
Full Name: _____
Address: _____

Declaration regarding Local content for granting of Purchase Preference

Please refer Annexure-II to BDS

|

Contract Forms

Agreement

THIS AGREEMENT is made on this _____ (eg. 3rd) day of (eg. February), _____ (eg. 2022), between _____ of _____ (hereinafter called "the Purchaser") which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the one part, and _____ of _____ (hereinafter called "the Supplier") which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the other part.

WHEREAS the Purchaser had invited bids for certain Goods and Related Services, viz., _____ (eg. Name of bid) vide their bid document number _____, dated _____

AND WHEREAS various applications were received pursuant to the said bid

AND WHEREAS the Purchaser has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of _____ (hereinafter "the Contract Price").

And in pursuance of having accepted the said bid the parties have agreed to enter into this agreement. NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents (collectively referred to as "Contract Documents") shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - i. the Detailed award of contract;
 - ii. the Service level agreement;
 - iii. Instructions to Bidders
 - iv. the Special Conditions of Contract;
 - v. the General Conditions of Contract;
 - vi. the MTS document
 - vii. the Scope of Work;
 - viii. the Technical Specifications
 - ix. the Purchaser's Notification to the Supplier for Award of Contract;
 - x. Vendor's response (proposal) to the RFP, including the Bid Submission Sheet and the Price Schedules submitted by the Supplier;
 - xi. Acceptance of purchaser's notification

In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy the defects therein and bring them in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of _____ on the day, month and year indicated above.

Signed by _____ (Authorised Utility

official) Signed by _____ (for the

Supplier)

Witness-1

Witness-2

PERFORMANCE SECURITY FORM

Bank Guarantee No.

Date.....

Contract No.....

.....[Name of Contract].....

To: [Name and address of Employer]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract") signed on(insert date of the Contract)..... between M/s. **XXXXXX** (Name of Employer), having its Registered Office at **XXXXXX** (Registered Address of employer) ("the Employer"/" **XXXXXX** (Name of Employer)") **on behalf of XXXX (Name of owner) (hereinafter referred to as 'XXXX (Short Name of Owner)' / 'Owner')**, and M/s (Name of Contractor) , having its Principal place of business at(Address of Contractor) and Registered Office at(Registered address of Contractor) ("the Contractor") concerning (Indicate brief scope of work) for the complete execution of the (insert name of Package along with name of the Project).....
[Applicable for Bank Guarantees issued by Contractor/Associate for those Contracts awarded to them]

Or

We refer to the Contract signed on(insert date of the Contract)... between M/s. **XXXXXX** (Name of Employer), having its Registered Office at **XXXXXX** (Registered Address of employer) ("the Employer"/" **XXXXXX** (Name of Employer)") **on behalf of XXXX (Name of owner) (hereinafter referred to as 'XXXX (Short Name of Owner)' / 'Owner')**, and M/s (Name of Contractor) , having its Principal place of business at(Address of Contractor) and Registered Office at(Registered address of Contractor) ("the Contractor") and the Contract ("the Contract") signed on(insert date of the Contract)..... between **XXXXXX** (Name of Employer) **on behalf of Owner** and M/s (Name of Associate) , having its Principal place of business at(Address of Associate) and Registered Office at(Registered address of Associate) , the Associate of the Contractor for executing the Facilities concerning (Indicate brief scope of work) for the complete execution of the (insert name of Package along with name of the Project) [Applicable for Bank Guarantees to be issued by Contractor]

against those Contracts awarded to their Associate]

By this letter we, the undersigned,(insert name & address of the issuing bank) , a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/Head Office at(insert address of registered office of the bank)..... do hereby irrevocably guarantee payment to the Employer up to i.e., Three percent (3%) of the Contract Price until thirty (30) days beyond the Defect Liability Period i.e., upto and inclusive of (dd/mm/yy).

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by the Employer duly authorized officer or the authorized officer of **Owner** declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

Our liability under this Letter of Guarantee shall be to pay to the Employer whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until thirty (30) days beyond the Defect Liability Period of the Facilities i.e. upto and inclusive of (dd/mm/yy) and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s on whose behalf this Letter of Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to the Employer shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability

hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

For and on behalf of the Bank

[*Signature of the authorised signatory(ies)*]

Signature _____

Name _____

Designation _____

POA Number _____

Contact Number(s): Tel. _____ Mobile _____

Fax Number _____

email _____

Common Seal of the Bank _____

Witness:

Signature _____

Name _____

Address _____

Contact Number(s): Tel. _____ Mobile _____

email _____

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.

2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph for limitation of liability, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

Quote

“Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (value in figures) _____ (value in words).
2. This Bank Guarantee shall be valid upto _____ (validity date) .
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before (validity date) .”

Unquote

Format of Bank Guarantee verification Check list

NIT/RFB No.: *[insert details]*
Package Name/ Contract Title: *[insert details]*

Page_____of_____pages

Bidder's Name and Address: To: **XXXXXX (Name and Address of Employer)**
{*In case of JV bidder, mention name and address of all the Joint Venture members*}

(Bank Guarantee verification Check list)

Dear Sir/ Madam

We have ensured compliance to the following checklist in submission of Bank Guarantee :

S. No.	Checklist	Yes	No
1	Does the bank guarantee compare verbatim with standard proforma for BG?		
2(a)	Has the executing Officer of BG indicated his name designation & Power of Attorney No. / Signing power Number etc. on BG?		
2(b)	Is each page of BG duly Signed/ initialed by the executants and last page is signed with full particulars as required in the standard proforma of BG and under the seal of the bank?		
2(c)	Does the last page of the BG carry the signatures of two witnesses alongside the signature of the executing Bank Manager?		
3(a)	Is the BG on non-judicial stamp paper of appropriate value?		