

**INDIA TOURISM DEVELOPMENT CORPORATION LTD.**  
**(Accounts Division)**  
**UNIT: Hotel Kalinga Ashok**

Ref.No.: HKA/ F&A /Job Contract /2018-2019

Dated:10.8.2018

Sealed tenders are invited from **Chartered Accountants firm for the job contract** as per specification given in the tender documents for **Hotel Kalinga Ashok , Gautam Nagar, Bhubaneswar.**

The tenders should be submitted in the prescribed format in two tier format i.e. **Techno Commercial Bid & Financial Bid.** The tender documents containing detailed specifications, Terms & conditions of job contract can be downloaded from website: **www.eprocure .gov.in** OR through a link- Tenders > E-procurement(CPP Portal) on website **www.theashokgroup.com** contact to **Sh.Ashwini Sharma, AM(HO) , Hotel Kalinga Ashok, Gautam Nagar, Bhubaneswar.**

The techno commercial bid shall be submitted in a sealed envelope super scribed as **“Techno Commercial Bid** and Financial Bid in a separate sealed envelope super scribed as **Financial Bid.** Both these envelopes should be submitted in a large envelope super scribed as **“Chartered Accountants firm for the job contract & E.M.D (Refundable without interest to the unsuccessful tenderers after finalization of tender and adjustable in the Security Deposit for successful tenderer/s.) of an amount Rs. 3000-/-** in form of D.D drawn in favor of Hotel Kalinga Ashok, Bhubaneswar should be submitted along with Techno Commercial Bid. In case of failing, their tender Quotation shall summarily be rejected.

The tendered compliance should strictly comply with our requirement. Incomplete/conditional offer or tender without EMD will be rejected out rightly. The tender complete in all respects should be dropped in the tender box kept at time office of **Hotel Kalinga Ashok, Gautam Nagar, Bhubaneswar.** The last of receiving the tender is up to **3.00 P.M. on 03.09.2018** & the **technical bids** will be opened on the same day & same venue at **3.30 P.M** in the presence of intending tenders. The Management reserves the right to accept/ reject any or all tenders without assigning reasons thereof.

**For Hotel Kalinga Ashok**  
**(Ashwini Sharma)**  
**AM(HO)**

## Hotel Kalinga Ashok

### NOTICE INVITING TENDER (NIT)

#### SUMMARY SHEET/SALIENT FEATURE OF THE TENDER

|     |   |   |
|-----|---|---|
| 1.  | Title of Tender   | <b>Tender from Chartered Accountants firm for the job contract at Hotel Kalinga Ashok Bhubaneswar</b> |
| 2.  | Product Category  | <b>Finance &amp; Accounts</b>   |
| 3.  | Type of bidding   | <b>Two bids (Technical Bid and Financial Bid)</b>   |
| 4.  | Estimated Value(for 06 months)  | <b>Rs.126600.00 plus GST.</b>   |
| 5.  | EMD Value   | <b>Rs. 3000/- (Offline payment)</b>   |
| 6.  | Cost of Tender document   | <b>Zero</b>   |
| 7.  | Tender announcement/sales start Date  | <b>10.08.2018</b>   |
| 8.  | Last Date & Time of Submission of Bids                                      | <b>03.09.2018 Time 15:00 hrs</b>  |
| 9.  | Date & Time of opening of Technical Bid                                     | <b>03.09.2018 Time 15:30 hrs</b>  |
| 10. | Pre-Bid clarification start & end date & time                               | <b>16.08.2018 Time 12-1400hrs</b>   |
| 11. | Pre qualification detailed  | <b>As per Bid with the desired EMD, Tender document , Annexure-'A3'</b>                               |
| 12. | Validity of offers  | <b>120 days from the date of opening of tender</b>  |
| 13. | Details of the contact person for inspection of site/clarification, if any. | <b>AM(HO)/Incharge(F&amp;A)<br/>HOTEL KALINGA ASHOK,<br/>Pin-751014, Ph-0674-2431055/2432056</b>      |

**AM(HO)  
HOTEL KALINGA ASHOK**

## **TERMS AND CONDITIONS ( For monthly basis)**

### **Annexure-A1**

1. The cost of tender Document is not required. Each tender shall be accompanied with Rs.3000/- towards earnest money (refundable) either in cash submitted through MCR on hotel cash counter or DD drawing in favour of Hotel Kalinga Ashok, Bhubaneswar.
- 2. The estimated value for the Job contract for 06 months is Rs. 126600.00 plus GST.**
3. Tenders should be submitted in two tier system i.e. Techno commercial bid and a financial bid in the prescribed format (Annexure-"A 4")
4. The tender period will be for a period of minimum Six months (Renewable for Six months on mutually agreeable term).
5. The Corporation also reserved the rights to terminate the contract / agreement by giving one month notice without assigning any reason thereof.
6. The quoted rate shall be inclusive of all expenses like Salary, Conveyance and other Taxes etc. excluding GST as applicable.
7. The inducements' will be through in Tally work and having commerce background.
8. Minimum working experience of 03 to 04 years in Accounts is required [detailed]
9. The Tenderer shall quote their rate both in words & figures. Any cutting & overwriting if any, shall be initialized by the Tenderer.
10. The work of the job assigned will be completed within the time schedule as specified at the time of the handing over of the work.
11. The work should be done during the office hours only and not in gazette holiday or in Sunday.
12. The management will not looked into is how many persons has completed the job work.
13. Bill shall be raised on a monthly basis in duplicate for release of payment. With due certificate from the concerned department HOD.
14. The successful Tenderer will sign an agreement and pre-contract integrity pact in non-judicial stamp paper worth of Rs. 100/- and Rs.10/ respectively to execute the contract.
15. The tender shall pay an amount equal to monthly rate towards security deposit before signing the Agreement. The security amount will be refunded to the Tenderer after successful completion for Tender period without any interest.
16. Hotel Kalinga Ashok reserves the right to cancel or reject any tender without giving reasons thereof.
17. In the event of dispute arising between the supplier and unit / corporation during the currency of the contract or rafter the conclusion thereof , the same shall be referred to sole arbitration of the Chairman-cum-Managing Director ITDC or the officer appointed by him and his award shall be final and legally binding on both the parties.

18. In the case of non-acceptance of contract by successful bidder and non deposit of security deposit as required in contract within stipulated period, the earnest money will be forfeited.
19. Any dispute arising out of this contract will fall under jurisdiction of the Bhubaneswar Courts.
20. The Corporation reserves the right to negotiate for reduction in the rates / terms with the lowest tenderer / tenderers & award the work on negotiated rates.
- 21. The tender, lacking any document as per the Annexure-'A3' will be summarily rejected.**

(Ashwini Sharma)  
AM(HO)

**Annexure "A2"**

**TO BE SUBMITTED ON THE LETTER HEAD BY THE TENDERER  
ALONGWITH TENDER QUOTATION**

**Asstt.Manager(Hotel Operation)  
Hotel Kalinga Ashok,  
Gautam Nagar, Bhubaneswar.**

**Sub: Sealed tender for job Contract on monthly basis for Accounts Department at Hotel Kalinga Ashok, Bhubaneswar.**

Sir,

After having gone through the detailed terms and conditions of the tender, we submit our tender herewith and agree to abide by the terms and conditions mentioned therein. **Tender EMD of Rs.3000/-** in the form of bank demand draft/MCR in favour of "**Hotel Kalinga Ashok**" has been enclosed herewith.

Thanking you,

Name and Designation of the signatory

Date:

Enclosures: As above.

**ANNEXURE "A3"**

**Sub: Sealed Quotation for Manpower for the Job Contract on monthly basis for Accounts Department at Hotel Kalinga Ashok, Bhubaneswar.**

1. Name of the Chartered Firm: -----

Address: -----

Telephone No. -----

2. Name of Bankers -----

-----

3. Status of the firm -----

-----

4. Regd. No. of the Firm -----

-

5. Previous experience in the same -----

-

Trade

**(Please enclose self attested documentary proof)**

6. Permanent Account No. -----

7. GST No. -----

8. P.F. & ESI No. -----

Integrity Pact

9. EMD of Rs. 3000/- -----

Mention DD No. & Date. -----

-----

10. Validity of Rates **120 days**

Signature of the tenderer & designation of the  
Signatory status and office seal

**Financial Bid*****Schedule (Part of Bid)***

**Sub: Sealed quotation for Manpower for the Job contract on monthly basis for accounts Department at Hotel Kalinga Ashok, Bhubaneswar(for six month).**

| Sl.No | Description of Job   | Amount(Monthly, excluding GST)<br>(Rs.)  |
|-------|--|--|
| 1.    | <b><u>Works on Job:-</u></b><br>Mentioned in <b>Annexure-X</b> | Rate not to be quoted with technical bid |
|       | <b>Total</b>   |  |

**Total Amount in words: ( Rupees**

.....

Date: - .....  
tenderer with seal

Signature of the

## Annexure-X

The broad scope of work of F&A Department is as under:

- (I) The CA firm shall be responsible for the work from the stage of preparation of vouchers, preparing ledgers/ accounting books/ registers to end product (i.e. trial balance/ Statement of Profit & Loss Account/ Balance Sheet with all supporting schedules as per IndAS) as per Hotel industry norms and applicable statutory compliance. Review of books of accounts and all ledgers on regular basis.
- (II) Making entries of all vouchers in the TALLY accounting software. Guidance on processing of all contractor, supplier other payments and receipts, Preparation of Payment/receipt vouchers and related work. Bill wise entry of sales and purchase as per GST Requirement.
- (III) Preparation of monthly salary and payment/deposit of PF, ESI and other related payments within stipulated time.
- (IV) Store Accounting and Reconciliation of all receivable as required reported by Champaign maintained at Front office and Stores. Regular monitoring of receivables and preparation of age-wise analysis, reports etc. and submitting the same to Hotel/HQ on monthly basis.
- (V) Providing assistance in preparation and payment related to all Taxes to the Accounts Department and to ensure that no penalty is levied by the Tax Departments for any delay in filing of any statutory return or making payment thereof or due to any other reason. In case of default, the contracting firm shall be solely responsible for the same and necessary recovery shall be effected from their pending bills/Security Deposit.
- (VI) To provide guidance on all matters related to GST and other applicable Taxes & Duties including, but not limited to availing Cenvat credit, Tax Reverse Mechanism, tallying income and Tax collected from the parties as per information provided by various Departments.
- (VII) Filing of all Taxes returns and dealing with all the Taxes related matters with the concerned Department of Government including preparation of GST Input/return on monthly basis.
- (VIII) Checking of appropriateness of tax deduction at source from payments to parties, its timely deposition and filing of requisite return by due date and guidance of TDS matters. Reconciliation of TDS payable with TDS paid on monthly basis. Filing of TDS return and dealing with all the TDS related matters with IT Department. TDS related assessment both in the cases of receivable and payable, if any. Issuance of TDS Certificate on quarterly basis to the parties.
- (IX) Guidance on unadjusted dues of employees like TA Advance, Adjustable Advance, Accounts Recoverable, LTC Advance, other Advance, etc. To generate statements of all Advances, Imprest etc.
- (X) Preparation of daily/monthly sales data. To prepare MIS (Monthly Reports) on monthly basis and as and when required. Preparation of MCR.

- (XI) Attending all queries/Audit objections etc. and providing information/data pertaining to, but not limited to, GST/Professional Tax/TDS and other accounting work etc. as and when raised/desired by Tax Deptt./authorities/CAG/Statutory Auditors/Internal Auditor etc. including the data/information pertaining to earlier period not covered under contract. This work also includes attending personal hearing/visiting on behalf of Hotel/ITDC pertaining to any issue due to any reason, to the Tax Departments/Appellate Tribunals or any other agency.
- (XII) Preparation of Revenue & Capital Budget and Expenditure Control Register.
- (XIII) Looking after all the Licensee related works, issues & reports on outstanding dues, etc.
- (XIV) Compilation of Accounts on monthly basis as well as yearly basis and preparation of monthly trial balance along with all supporting schedules, Receipt & Payment Account, etc. Preparation and finalization of accounts at unit level on quarterly and yearly basis as per IndAS and getting it audited from Internal/Statutory/CAG Auditors with all necessary reconciliations and control of accounts and schedules thereof necessary for finalization of Accounts and preparation of statement of Profit & Loss Account & Balance Sheet. Replying the queries raised by the audit and the HQ.
- (XV) Preparation of Fixed Asset Register as well as calculation and providing of depreciation in conformity with the accounting policies and statutory requirements. Reconciliation of fixed assets with Fixed Assets Register.
- (XVI) To oversee the timely adjustment of advances/ recoveries, realization of outstanding due, write off old dues, clearance of old outstanding debits/ credits of more than one months in the bank reconciliation statement and watching any other accounts matter requiring timely completion and monthly report to HQ.
- (XVII) To prepare and maintain all ledgers/ accounting books, schedules etc. including the following:
1. Ledger for EMD, SD, Advances etc.
  2. Settlement of old issues/ advances etc.
  3. Preparation of Debit/Credit Advises and sending to units/HQ. Reconciliation on monthly basis with HQ A/c, Inter Unit A/c.
  4. Processing of payments / concurrence of all proposals and related matters.
  5. Debtors/Creditors analysis.
  6. Reports/ information as required by Ministry/ HQ/ Other Authorities
  6. Other works allotted as per requirement.
- (XVIII) The firm shall also have to sign the final deliverables of the work assigned to it in the form of various returns and reports etc. and hand over to the Accounts Department.
- Any other account related matter and anything considered necessary towards above.

## AGREEMENT

This Agreement made at Hotel Kalinga Ashok on this the \_\_\_\_\_ day of \_\_\_\_\_.

Between Hotel Kalinga Ashok, Bhubaneswar( A UNIT OF ITDC) having their Registered Office at Scope Complex, Core-8, Lodhi Road, Bhubaneswar through its General Manager ( hereinafter referred to as the company)

AND

M/S .....represented through sh.  
.....Having their office at  
.....( Hereinafter referred to as the contractor of the  
Second party).

WHEREAS the Company is desirous of awarding tender for Man power supply on job contract for Accounts department at Hotel Kalinga Ashok, Bhubaneswar to some reliable CA Firm AND WHERAS the CA Firm namely M/s ..... Has submitted tender and has agreed to carry out the said job work.

### **NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:-**

1. Hotel Kalinga Ashok has accepted the offer of the tender based on quoted rates, for total amounting to Rs.....(Rupees ..... Only) inclusive of all taxes, etc. for the above Job Contract.
2. The said contract is to be executed strictly in accordance with the tender specifications with rates as per the **bid of the tenderer**.

This job contract is further subjected to the following terms and conditions:-

1. **Time of Completion: 1 week.** The date of start of the contract shall be reckoned from the date of your receiving the work Order.
2. Payment: Bill shall be raised on monthly basis in duplicate for the release of payment. With due certificate from the concerned department HOD.
3. The rates agreed are net all inclusive. The rates shall remain firm till completion of work / contract. Nothing shall be payable extra on this account.
4. A security deposit of Rs. ....(Rs. ....only) has to be deposited by supplier which will be refunded after one year from the date of final handing over of supplies. The EMD deposited by supplier can be adjusted in the security deposit and the balance amount has to be deposited within 10 days

of issuing the Work order. No interest will be paid on the security deposit. The Work order along with the tender documents having specifications, Central Terms & Conditions of ITDC and other correspondences entered into between Company and Tenderer will form a binding contract between the two parties.

5. The Contractor shall be executed strictly as per tender specifications.
6. All the other terms and conditions shall be applicable as per ITDC General Conditions of Contract.

**The broad scope of work of F&A Department is as under:**

- (a) The CA firm shall be responsible for the work from the stage of preparation of vouchers, preparing ledgers/ accounting books/ registers to end product (i.e. trial balance/ Statement of Profit & Loss Account/ Balance Sheet with all supporting schedules as per IndAS) as per Hotel industry norms and applicable statutory compliance. Review of books of accounts and all ledgers on regular basis.
- (b) Making entries of all vouchers in the TALLY accounting software. Guidance on processing of all contractor, supplier other payments and receipts, Preparation of Payment/receipt vouchers and related work. Bill wise entry of sales and purchase as per GST Requirement.
- (c) Preparation of monthly salary and payment/deposit of PF, ESI and other related payments within stipulated time.
- (d) Store Accounting and Reconciliation of all receivable as required reported by Champaign maintained at Front office and Stores. Regular monitoring of receivables and preparation of age-wise analysis, reports etc. and submitting the same to Hotel/HQ on monthly basis.
- (e) Providing assistance in preparation and payment related to all Taxes to the Accounts Department and to ensure that no penalty is levied by the Tax Departments for any delay in filing of any statutory return or making payment thereof or due to any other reason. In case of default, the contracting firm shall be solely responsible for the same and necessary recovery shall be effected from their pending bills/Security Deposit.
- (f) To provide guidance on all matters related to GST and other applicable Taxes & Duties including, but not limited to availing Cenvat credit, Tax Reverse Mechanism, tallying income and Tax collected from the parties as per information provided by various Departments.
- (g) Filing of all Taxes returns and dealing with all the Taxes related matters with the concerned Department of Government including preparation of GST Input/return on monthly basis.
- (h) Checking of appropriateness of tax deduction at source from payments to parties, its timely deposition and filing of requisite return by due date and guidance of TDS matters. Reconciliation of TDS payable with TDS paid on monthly basis. Filing of TDS return and dealing with all the TDS related matters with IT Department. TDS related

assessment both in the cases of receivable and payable, if any. Issuance of TDS Certificate on quarterly basis to the parties.

- (i) Guidance on unadjusted dues of employees like TA Advance, Adjustable Advance, Accounts Recoverable, LTC Advance, other Advance, etc. To generate statements of all Advances, Imprest etc.
- (j) Preparation of daily/monthly sales data. To prepare MIS (Monthly Reports) on monthly basis and as and when required. Preparation of MCR.
- (k) Attending all queries/Audit objections etc. and providing information/data pertaining to, but not limited to, GST/Professional Tax/TDS and other accounting work etc. as and when raised/desired by Tax Deptt./authorities/CAG/Statutory Auditors/Internal Auditor etc. including the data/information pertaining to earlier period not covered under contract. This work also includes attending personal hearing/visiting on behalf of Hotel/ITDC pertaining to any issue due to any reason, to the Tax Departments/Appellate Tribunals or any other agency.
- (l) Preparation of Revenue & Capital Budget and Expenditure Control Register.
- (m) Looking after all the Licensee related works, issues & reports on outstanding dues, etc.
- (n) Compilation of Accounts on monthly basis as well as yearly basis and preparation of monthly trial balance along with all supporting schedules, Receipt & Payment Account, etc. Preparation and finalization of accounts at unit level on quarterly and yearly basis as per IndAS and getting it audited from Internal/Statutory/CAG Auditors with all necessary reconciliations and control of accounts and schedules thereof necessary for finalization of Accounts and preparation of statement of Profit & Loss Account & Balance Sheet. Replying the queries raised by the audit and the HQ.
- (o) Preparation of Fixed Asset Register as well as calculation and providing of depreciation in conformity with the accounting policies and statutory requirements. Reconciliation of fixed assets with Fixed Assets Register.
- (p) To oversee the timely adjustment of advances/ recoveries, realization of outstanding due, write off old dues, clearance of old outstanding debits/ credits of more than one months in the bank reconciliation statement and watching any other accounts matter requiring timely completion and monthly report to HQ.
- (q) To prepare and maintain all ledgers/ accounting books, schedules etc. including the following:
  - a. Ledger for EMD, SD, Advances etc.
  - b. Settlement of old issues/ advances etc.
  - c. Preparation of Debit/Credit Advises and sending to units/HQ. Reconciliation on monthly basis with HQ
  - d. A/c, Inter Unit A/c.
  - e. Processing of payments / concurrence of all proposals and related matters.
  - f. Debtors/Creditors analysis.
  - g. Reports/ information as required by Ministry/ HQ/ Other Authorities
- (r) Other works allotted as per requirement.
- (s) The firm shall also have to sign the final deliverables of the work assigned to it in the form of various returns and reports etc. and hand over to the Accounts Department.

(t) Any other account related matter and anything considered necessary towards above.

7. In the event of dispute arising between the supplier and ITDC during the currency of the contract or after the conclusion thereof, the same shall be referred to the sole arbitration of the Managing Director of ITDC or officers appointed by him whose decision shall be final and legally binding on the supplier. The procedures shall be held at Bhubaneswar

8. Any dispute arising out of this contract will fall under jurisdiction of the Bhubaneswar Courts.

9. Witness to this parties above mentioned have signed the contract on the date and year first stated above.

For & behalf of Hotel Kalinga Ashok, Bhubaneswar  
( A unit of India Tourism Development  
..... Corporation Ltd.),

For & on behalf of  
M/S.....

Signature:

Name:

Desig:

Stamp:

Signature:

Name:

Desig:

Stamp:

Witness:--

1.

2.

Witness:-

1.

2.

## **PRE CONTRACT INTEGRITY PACT**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2018, between on one hand India Tourism Development Corporation Ltd., having its registered office at scope complex, 7Lodi road New Delhi -110003 acting through Shri / Smt. \_\_\_\_\_, General Manager , Hotel Kalinga Ashok Bhubaneswar-14,(hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his/her 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 PSU performing its functions on behalf of India Tourism Development Corporation Ltd. (Govt. of India U.T.).

### **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 here to 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, 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 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 the 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 to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any 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 BIDDERS further confirm and declare to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export

entity of the defense 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 undertake 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 filling 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 (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 instrument (to be specified in the RFP).
- 5.2 The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion 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 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(j) 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 state enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect 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 purposed 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) 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/ with 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.

### **1. 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 up to 5 years or the complete execution of the contract to the satisfaction for 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  
Dept./MINISTRY/PSU

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

BIDDER

CHIEF EXECUTIVE OFFICER

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 supplier.

