

NCCF/DB/BUSS/2021-22


Date 31/12/2021

Sub: Short Tender Notice.

NCCF intends to participate in BID No. 01/NVS/IT/2021-22 floated by Navodaya Vidyalaya Samiti for Procurement & Maintenance of IT Infrastructure Projects within various JNVs in the country on lowest service charge for the period of one year (which is extendable upto two years). Interested/Registered business associates of NCCF who have successfully completed similar nature of works may submit their bid in sealed/closed envelope to Branch Manager, NCCF, Delhi, 3, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016 latest by 04/01/2022 up to 11.30 am. Details of BID is enclosed herewith.

Non empanelled bidders may also participate but preference will be given to NCCF registered bidders of Delhi Branch at 1st priority and 2nd priority will be given to bidders registered with all other branches of NCCF. However, the non-registered bidders will have to get them registered with NCCF by fulfilling all the required formalities before award of work.

Conditional Bid will not be considered. NCCF reserves the right to accept or reject any bid without assigning any reason.


31/12/2021
(Y.P.Singh)
Branch Manager

Navodaya Vidyalaya Samiti

An Autonomous organization Under Ministry of HRD
B-15, Institutional Area, Sector-62,
Noida, Distt. G B Nagar, UP



BID No.:01/NVS/IT/2021-22

Total no. of pages 24

BIDDING DOCUMENT
FOR
SERVICES CHARGES
FOR PROJECT EXECUTING AGENCY
OF PROCURING & MAINTENANCE OF I.T.
INFRASTRUCTURE PROJECTS OF NAVODAYA
VIDYALAYA SAMITI

INDEX

Section No.	Description	Pages
	Cover Page	1
	Index	2
	Notice Inviting Bids	3
Section – 1	Introduction	4
Section -2	Aims and Objectives	5
Section – 3	Terms of Reference: Scope of Services	6-7
Section – 4	Bid Submission and opening	8-9
Section – 5	Allocation of works	10-11
Section – 6	Eligibility Criteria	12-13
Section – 7	Proforma of Performance Statement	14
Section – 8	Price Bid Submission Form	15-16
Section – 9	NEFT Mandate Form	17
Annexure-I	Certificate iro of Rule 133(3) of GFR 2017	18
Annexure-II	Integrity Pact	19-24

NAVAODAYA VIDYALAYA SAMITI

NOTICE INVITING BIDS

Navodaya Vidyalaya Samiti, Hqrs, Noida invite bids from Project Executing Agencies i.e. Central / State Public Sector undertakings (PSUs) as specified under GFR 2017 who are eligible as per Section 6 of bid document No.:01/NVS/IT/2021-22 capable to undertake Procurement & Maintenance of IT Infrastructure projects within various JNV's/RO's/HQ's etc. at different places in the Country. Bids is invited to determine Lowest Service Charge for Project Executing services to be provided for Procurement and Maintenance of ICT infrastructure projects of Navodaya Vidyalaya Samiti arising within a period of one year (further extendable upto two years) on **Service Charge** basis.

TIME SCHEDULE

Published Date	09.12.2021
Date of Pre-bid Virtual Meeting	17.12.2021 (at 3.00 PM)
Bid Submission End Date	30.12.2021 (upto 3.00 PM)
Eligibility Bid Opening Date	03.01.2022 (at 3.30 PM)
Financial Bid Opening Date	05.01.2022 (at 3.00 PM)

SECTION-1: INTRODUCTION

1.0 Introduction

- 1.1** The Navodaya Vidyalaya Samiti (NVS), an autonomous body under Ministry of Education is Central Sector Scheme fully funded by the Central Government. The National Policy on Education 1986, envisaged setting up of co-educational residential schools to be called Jawahar Navodaya Vidyalayas (JNV's), with an aim of providing academic excellence coupled with equity and social justice. JNV's are located in rural areas across the country. NVS is headed by a Commissioner.
- 1.2** Navodaya Vidyalaya Samiti has its Headquarter at Sector 62, Noida, UP. It has 8 Regional Offices (ROs) at various cities within the Country. Presently there are 649 schools functioning all over India except Tamil Nadu.
- 1.3** NVS envisages to build capacity and ensure that the IT infrastructures of all the units of NVS are equipped to improve the multiple aspects of education and digital learning.
- 1.4** The academic block consists of Classrooms, Library Principal, Vice Principal rooms, Staff room, laboratories etc.

SECTION-2: AIMS AND OBJECTIVES

2.0 Infrastructures

As on date, Navodaya Vidyalaya Samiti is having 649 schools, 8 Regional Offices & 07 NLIs located all over the country.

2.1 Aims and Objectives

- 2.1.1 Bids are invited from Project Executing Agencies i.e. Central / State Public Sector undertakings (PSUs) as specified under GFR 2017 who are eligible as per Section 6 of bid document No.: **01/NVS/IT/2021-22** with an aim & objective **to determine the lowest service charge** to carry out procurement and maintenance of IT Infrastructure projects of JNVs and other offices of NVS located at any place in India in accordance with GFR 2017. The Project Executing Agencies shall be required to provide the services as per scope of services defined in Section-3.
- 2.1.2 The lowest service charges so determined shall be applicable on new projects as well as on maintenance works allocated to the bidder.

SECTION-3: TERMS OF REFERENCE: SCOPE OF SERVICES

3.0 Scope of Services to be provided by Project Executing Agency:

The selected Agency is to be abided with the direction of the NVS for execution of the projects. The selected Agency will propose their suitable model with configurations for the selected projects/ all projects to the NVS which will be finalised in consultation with the Technical committee formed by NVS for this purpose. The Agency will submit the cost of project discovered through transparent bidding process. The selected Agency will need to comply with public procurement guidelines of Government of India and GFR2017.

3.1 The brief scope of services on part of the Project Executing Agency shall include the services as may be assigned by the NVS in general shall include but not limited to as described below and shall be required to make functional and complete in all respect:

- 3.1.1 Providing all ICT services on turnkey basis (concept to commissioning) for creating desired I.T. infrastructure.
- 3.1.2 Preparation of Detailed Project Report (DPR) for establishment / implementation of the Projects including detailed specifications, estimates, and Bill of Quantity (BOQ) in consultation with the NVS. Obtain approval of NVS for the conceptual plan/s or technologies of project.
- 3.1.3 Procurement, installation, commissioning & post installation Maintenance including AMC of IT Infrastructure projects such as desktop, all-in-one computers, laptop, tablets, languages laboratories, subject laboratories, personalised learning lab, projectors, smartclass rooms/Virtual classrooms, LAN, WAN, routers, switches, internet facilities including Wi-Fi and leased line, operating software, application software, development of software as per requirements, websites, etc. And training of Employees when required.
- 3.1.4 Preparation of Preliminary Estimate/Detailed Estimate on the basis of conceptual plan/s and price discovery of all items through transparent bidding process as per public procurement guidelines of Government of India and GFR2017.
- 3.1.5 Final cost as per outcome of the tender including agency charges is to be submitted to the NVS for prior approval of the project cost before implementation of the project.
- 3.1.6 Estimated cost after finalization of the tender will not be increased in any circumstances.
- 3.1.7 Monitoring, supervision and facilitation of the implementation of the project including fulfilment of all statutory and legal requirements.
- 3.1.8 Submitting the progress report of the project from time to time to the NVS.
- 3.1.9 Submitting the final Installation and Commissioning Report (ICR) to the NVS of the Project execution.

- 3.1.10 Continuing maintenance and execution support the projects till end of the contract period and submitting reports to the NVS.
- 3.1.11 Any other item of work that is incidental to and essential for completion of the project (to be included in the Form of Contract after due consultation between both the Parties.
- 3.1.12 Handing over / taking over and till commencement of the project at the school point.

The details of the Scope of the work of the projects as mentioned in above of the EoI to be implemented will be provided to the selected Agency during execution of the MoU

SECTION-4: BID SUBMISSION & OPENING

4.0 Instructions for submission of Bid

- 1) **Bids are invited on GeM Portal. No physical bids will be entertained/accepted.**
- 2) **Each page of the bid document shall be signed with seal by an officer of bidder.**
- 3) Bids of only those bidders whose bids are complete in all respects and qualify as per eligibility criteria prescribed by NVS shall be considered. NVS reserves the right to accept or reject any or all bids received by it without assigning any reason.
- 4) Any modification in Bid Document shall make the bid as non responsive and liable to be rejected summarily without assigning any reason thereof.

4.1 Pre Bid Meeting

- 4.1.1 The purpose of the pre-bid meeting shall be to clarify the issues and to answer queries on any matter that will be raised by the participating intending bidders.
- 4.1.2 The bidder are requested, as far as possible, to submit all queries through GeM only not later than two days before the pre-bid meeting. It may not be practicable to answer all queries received at the time of meeting but queries and responses / clarifications shall be issued in accordance with the subsequent clauses. All communication must be addressed to Joint Commissioner (Admin) at NVS Hqr. B-15, Sector-62, Noida (UP).
- 4.1.3 The bidder (or his authorized representative) who have submitted queries through GeM and also interested bidders will submit their email address to nvsitcellrfp@gmail.com so that virtual link will be sent to attend the pre-bid meeting on date and time mentioned on page 3 of this document.
- 4.1.4 The text of the queries raised and the responses given together with any responses prepared after the pre-bid meeting shall be posted GeM portal.

4.2 Opening of Bids

- 4.2.1 The Custodian (NVS) will open the Bids as per provisions of GeM Portal.

4.3 Comparison of Bids and Award Criteria

- 4.3.1 Services charge received shall be compared. Based on the lowest service charges quoted shall be considered as **Service Charge** and shall be notified accordingly. The validity of the service charge shall be initially for **one year** and can be extended upto two years.

SECTION-5: ALLOCATION OF WORKS

5.0 NVS has the Right to accept any Bid and to reject any or all Bids without assigning any reason thereof.

5.1 NVS reserves the right to accept in part or in full any Bid or reject any or more Bid(s) without assigning any reason or to cancel the entire or part Biding process and reject all Bids at any time without incurring any liability, whatsoever to the affected Bidder or Bidders.

5.4 Execution of Memorandum of Agreement

5.4.1 The NVS shall notify the lowest service charge to the successful bidder. The successful bidder shall execute Memorandum of Agreement on non-judicial stamp paper of Rs. 100/- within fifteen days on allocation of each work from the date of issue of work order and start the work

5.5 Corrupt or Fraudulent Practices

5.5.1 It is required by all concerned to observe the highest standard of ethics during the bidding process and execution of such contracts. In pursuance of this policy, the Custodian/NVS:-

- (a) Will reject bid/contract if it determines that the Bidder, recommended for award, has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
- (b) Will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by the custodian/NVS if it at any time determines that the agency has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or gross/ deliberate negligence in executing the contract.
- (c) NVS reserves the right not to conclude contract and in case contract has been issued, terminate the same, if, found to be obtained by any misrepresentation, concealment and suppression of material facts by the Bidder. In addition, legal as well as administrative action for such misrepresentation, concealment & suppression of material facts shall be initiated.

5.5.2 A separate Integrity Pact as per Annexure-II shall be executed on non-judicial on denomination of Rs. 100/- with the bidder to whom the work shall be allocated.

5.6 Any dispute arising out of the process of bidding shall be dealt with by courts at New Delhi only.

5.7 It is made clear that acceptance of bid and conveying of the same by NVS to the successful bidder does not confer any right to the bidder to get the work allotted. NVS reserves its right to take appropriate decision in the matter after taking into account overall issues concerning the projects as time is the essence of the contract which should be strictly adhered to by the bidder.

SECTION-6: ELIGIBILITY CRITERIA

6.0 The bidders who shall produce sufficient documents/certificates in respect of having eligibility criteria as mentioned below shall considered as qualified and allowed for consideration of opening of Price bid.

6.1 Eligibility Criteria

The eligibility criteria for decalring the intending bidders as qualified for opening of Financial bid shall be as below:

6.1.1 As specified under GFR 2017, the bidder must be a Public Sector Undertaking set up by the Centre or State Govt. to carryout I.T. related activities or any Central/State Govt. Organisation/PSU which may be notified by the MeitY / MoE / or any other Ministry in the field of IT for such purpose. Relevant supporting documents may be furnished.

(An affidavit in this regard as per Annexure - I shall be submitted & signed by an officer not below the rank of Dy. Secretary or equivalent)

6.1.2 The Bidder/agency must have a valid following certifications:

- 1- ISO 9001:2015
- 2- ISO 27000

6.1.3 The Bidder/Agency should have average annual financial turnover of Rs. 200 crore in IT/ITES related activities during last three consecutive balance sheet (i.e. FY 18-19, 19-20 & 20-21) duly audited by competent authority. Relevant supporting documents i.e. CA Certificate must be furnished.

6.1.4 The net worth of the agency in the last three financial years as on 31st March 2021, (as per the last published audited balance sheet) Should be Positive. Relevant supporting documents i.e. CA Certificate must be furnished

6.1.5 The Bidder/Agency must have an office setup at different Regions in all over the country. Relevant supporting documents shall be furnished for the scrutiny.

6.1.6 The Bidder/Agency must have successfully implemented at least one project with Central Govt. agencies deliverables in multiple states for supply, installation, commissioning and training along with warranty services or an annual maintenance contract (AMC) of IT & ITes related project in Government/Semi Government Schools / Colleges in last seven years spanning pan India. Relevant supporting documents shall be furnished for the scrutiny.

6.1.7 The Bidder/Agency must have successfully undertaken at least the following numbers of similar nature assignments of value specified herein: -One project of similar nature in system integration, not less than the amount Rs. 80 Cr

or
Two projects of similar nature in system integration) each costing not less than
Rs. 60 Cr

or
Three projects of similar nature in system integration) each costing not less than Rs.
40 Cr

“Similar Nature” is defined as: Supply, Installation & Commissioning of IT & ITes
related project in Government/Semi Government Schools / Colleges in last seven
years.

The Certificate/Documents received from Client Department in respect of satisfactory
completion of work are also be submitted.

In support of above, the Bidder is required to furnish the required documents,
Performance Statement as per Pro-forma in Section-6.

- 6.1.8 The Bidder/Agency must have successfully undertaken Supply, Installation &
Commissioning of at least 4000 Smart/Digital/Virtual Classrooms in
Government/Semi Government Schools or Govt. Affiliated school or Colleges in
India in last 7 years.
- 6.1.9 The Bidder/ agency should not be under a declaration of ineligibility for corrupt and
fraudulent practices issued by any Government Body in India. (Self Declaration in this
regard submitted by Bidder/Agency).

SECTION-7: PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last three years)

Bid Reference no. :

Name and address of the Bidder :

Details of works received & completed satisfactory

Work Order placed by (full address of Purchaser)	Order number and date	Description of work awarded	Total value of work	Date of completion of work	Remarks indicating reasons for delay if any
1	2	3	4	5	6

Signature and seal of the Bidder

Note:-

NVS reserves the right to ask the Bidder to furnish Order copies and Satisfactory Completion Certificate from purchaser in respect of above.

SECTION-8 :PRICE BID SUBMISSION FORM

Date: _____

To
The Commissioner,
NavodayaVidyalayaSamiti,
B-15, Institutional area,
Sector-62, Noida (UP)

Ref.: Your Bid Document No.:01/NVS/ dated _____

We, the undersigned have examined the above mentioned Bidding Document, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We hereby submit our proposal in conformity with your above referred bid document for the Service Charges FOR I.T. related activitie in the Price Bid as below, attached herewith and made part of this Bid.

			Service Charges (% of project cost) (inclusive of applicable GST)	
			(in figure)	(in words)

We agree to keep our Bid valid for acceptance for 180 days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal Contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding Contract between us.

We agree to all terms and conditions of NVS. We have read and well understood the para 4.3.1 to 4.3.3 of Section-4 & para 5.2 & 5.3 of Section-5 and shall not make any claim in case NVS entrusts the work to any other agency.

We further understand that NVS is not bound to accept the lowest or any Bid you may receive against your above-referred Bid Reference.

We also understand that the above quoted service charge is **inclusive of all taxes, levies (if any), GST etc.** Nothing extra shall be paid on such account. We also undertake and confirm to deposit the so collected GST/taxes to the Govt. in timebound manner.

We confirm that the above quoted service charges shall be applicable on new work as well as on maintenance & repair works. We also understand and confirm that any modification to this condition shall make our bid as non-responsive and shall be summarily rejected.

We confirm that we do not stand de-registered/banned/blacklisted by any Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned Bidding Document, including amendment/corrigendum if any.

[Signature with date, name and designation]
Duly authorized to sign Bid for and on behalf of

(Name of Organisation)

SECTION-9 : NEFT MANDATE FORM

Date: _____

From: M/s _____

To,
The Commissioner,
Navodaya Vidyalaya Samiti,
Noida (UP)

Subject: NEFT PAYMENTS

We refer to the NEFT being set up by NVS. For remittance of our payments using RBI's NEFT scheme, our payments may be made through the above scheme to our under notes account.

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATE FORM

Name of City	
Bank Code No.	
Bank's Name	
Branch Address	
Branch Telephone/Fax no.	
Bank Account No.	
Type of Account	
IFSC code for NEFT / RTGS	
Bidder's Name as per Account	
Telephone No. of Bidder	
Bidder's E-mail ID	
PAN No.	

[Signature with date, name and designation]

For and on behalf of Organisation _____

[Name & address of the Bidder on behalf of Organisation]

Confirmed by Bank
Enclosed a copy of Crossed Cheque

Certificate in respect of fulfillment of terms of Rule _____ of GFR 2017

Certified that _____ (Name of organization), fulfills the terms of GFR 2017 Rule _____ “A public sector undertaking set up by the Central or State Govt. to carry I.T. related activities or any other Central/State Govt. Organization/PSU notified by the MeitY for such purposes”.

[Signature with date, name and designation]

For and on behalf of _____

(Name of Organisation)

[Name & address of the Bidder]

Seal of the Organisation

NOTE: This certificate shall be signed by an officer not below the rank of Dy. Secretary or eq. and shall be submitted in envelope-1.

INTEGRITY PACT

To,

The Deputy Commissioner (IT)
Navodaya Vidyalaya Samiti,
B-15, Sector-62, Noida,
G.B. Nagar, UP

Sub: Submission of bid for providing PMC services for procurement & maintenance IT Infrastructure/I.T. related activities of NVS.

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder
along with name of Organization)

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of NVS.

INTEGRITY AGREEMENT

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

BETWEEN

Commissioner, NVS represented through Deputy Commissioner (IT), NVS, B-15, Sector-62, Noida, UP.

.....,

NVS, (Hereinafter referred as the ‘NVS’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....

(Name and Address of the Organisation / Project Executing Agency)

through (Hereinafter referred to as the

(Details of duly authorized signatory)

“Bidder” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns) Preamble

WHEREAS the NVS has floated RFP/Bid (Bid No. 01/NVS/2021-22) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for “providing PMC services for procurement & maintenance of I.T. related activities of NVS”. hereinafter referred to as the “Contract”.

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

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and

conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

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

Article 1: Commitment of the NVS.

- (1) The NVS commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the NVS, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The NVS will, during the Tender process, treat all Bidder(s) with equity and reason. The NVS will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The NVS shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

- (2) If the NVS obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the NVS will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/ Consultancy Agency(ies)

- (1) It is required that each Bidder (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

- (2) The Bidder(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender / bidding process and during the Contract execution:
 - (a) The Bidder(s)/ Project Executing Agency will not, directly or through any other person or firm, offer, promise or give to any of the NVS's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The Bidder(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to

cartelize in the bidding process.

- (c) The Bidder(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the NVS as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (3) The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- (5) The Bidder(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

- (1) If the Bidder(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/NVS after giving 14 days notice to the Project Executing Agency shall have powers to disqualify the Bidder(s)/Project Executing Agency from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Project Executing Agency from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the NVS. Such exclusion may be forever or for a limited period as decided by the NVS.
- (2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the NVS has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the NVS apart from exercising any legal rights that may have accrued to the NVS, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder.
- (3) Criminal Liability: If the NVS obtains knowledge of conduct of a Bidder or Project

Executing Agency, or of an employee or a representative or an associate of a Bidder or Project Executing Agency which constitutes corruption within the meaning of IPC Act, or if the NVS has substantive suspicion in this regard, the NVS will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder as deemed fit by the NVS.
- (3) If the Bidder can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the NVS may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders /Subcontractors

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

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Bidder, 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

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

Article 7- Other Provisions

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the NVS, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(4) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the NVS in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

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

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

.....
(For and on behalf of NVS)

.....
(For and on behalf of Bidder/Project Executing Agency alongwith name of Project Executing Agency)

WITNESSES:

1.
(signature, name and address)
2.
(signature, name and address)

Place:

Date: