



OFFICE OF THE PRINCIPAL ADDITIONAL DIRECTOR GENERAL (AUDIT)
ROOM NO. 111 & 112, 1ST FLOOR, D.D.BUILDING, OLD CUSTOM HOUSE,
SHAHID BHAGAT SINGH MARG, MUMBAI-400 001.
PH. 022-22624952; FAX 22624953

F No. ADG(Audit)MZU/HNP/16/2018-19/PartFile

Dt. 28th Feb,2022

**NOTICE INVITING E-TENDERS ON COMPETATIVE BASIS FOR HIRING OF FULLY
FURNISHED OFFICE PREMISES AT MUMBAI ON RENT FOR AN INITIAL PERIOD OF
THREE (03) YEARS**

Online e-tenders, on competitive basis, are invited for and on behalf of the President of India by the Principal Additional Director General, Directorate General of Audit, Mumbai Zonal Unit, Mumbai for hiring of **fully furnished office premises** in and around area mentioned in the table below (as detailed in the tender documents):

Sr.No.	Formation	Preferred location	Carpet area required
1	Office of the Principal Additional Director General (Audit), Directorate General of Audit, Mumbai Zonal Unit Central Board of Indirect Taxes and Customs, Department of Revenue, Ministry of Finance, Government of India.	Near Central Railway Stations between Chhatrapati Shivaji Maharaj Terminus (CSMT) to Ghatkopar (upto 2 kms from the Central Suburban railway station between CSMT to Ghatkopar)	2000 to 3000 Sq.Feet (Approx).

- The tender documents will be available on official website <https://eprocure.gov.in/cppp> and departmental website www.cbic.gov.in from 28th Feb 2022 and the bid forms and other details can be obtained from the said website.
- Bid Submission:** Bids shall be submitted online at CPPP website: <https://eprocure.gov.in/eprocure/app>. They shall be submitted in two parts viz. Technical Bid and Financial Bid. The offers submitted by Post/Courier/ Telegram/Fax/email etc. shall not be entertained.

4. The critical dates for tender submission and processing are as under:

Sr. no.	Submission Process	Critical Date & Time
1.	Tender uploading date on CPPP and CBIC portals	28 th Feb 2022
2.	Bid submission start Date	28 th Feb 2022
3.	Last date for submission of Bid	26 th March 2022
4.	Technical Bid opening date at O/o Additional Director General(Audit), Room No.111 & 112, 1 st Floor, D.D. Bldg., Old Custom House, S.B. Marg, Fort Mumbai – 400 001.	28 th march 2022

5. Interested Bidders are advised to visit CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum/addendum/amendment.
6. In the event of any of the above-mentioned dates being subsequently declared as a holiday/closed day for the office, the tenders will be opened on the next working day at the scheduled time.

Sd/-
(D.R. PARDESHI)
Assistant Director

ANNEXURES FORMING PART OF THIS TENDER:

- a. **Annexure-I** - Instructions to Bidder.
- b. **Annexure-II** - Terms & Conditions for the Tender.
- c. **Annexure-III** – Technical Bid.
- d. **Annexure-IV**- Financial Bid.
- e. **Annexure-V**- Undertaking by theBidder.
- f. **Annexure-VI** - Tender Acceptance Letter.
- g. **Annexure-VII** - Instructions to Bidder for online bid submission.
- h. **Annexure-VIII** –Format of Standard Lease Agreement.
- i. **Annexure-IX** – Integrity Pact

INSTRUCTIONS TO BIDDERS

1. Bid Submission:-

- (i) **Where to submit:** - Bid shall be submitted online at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderers are advised to follow the instructions “**Instructions to Bidder for Online Bid Submission**” provided in the “**Annexure-VII**” for online submission of bids. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- (ii) **How many Bids:** - Not more than one tender shall be submitted by one tenderer. However, in case, a particular bidder owns more than one premises and he wishes to submit bids in respect of those premises, he should submit separate bid(s) containing Technical bid, Financial bid and Bid Security in respect of each of such premises.
- (iii) **Bid Security/Earnest Money Deposit (EMD):-** The tenderer must provide bid security for amount of Rs.20,000/- (Rupees twenty thousand only), by Demand Draft drawn in favour of the “**Pay & Accounts Officer, CGST Mumbai (South Central)**” payable at Mumbai as “Bid Security (EMD)” valid for six months, and must reach the tender inviting authority at the office of the Pr. ADG, DG Audit, Room No. 111/112, First Floor, D.D Building, Old Custom House, Shahid Bhagat Singh Marg, Fort, Mumbai- 400001 before opening of the Technical Bid. Tender not accompanied with bid security is liable to be rejected. However, public sectors undertaking/ Govt. undertaking firms are exempted from the payment of EMD.

EMD will be returned to all the unsuccessful bidder(s) at the end of the selection process. However, the entire EMD may be forfeited in case the successful bidder withdraws or the details furnished in the bid documents are found to be incorrect or false during the tender selection.

The hard copy of original document of bid security must be delivered to the Office of the Principal Additional Director General (Audit), Mumbai Zonal Unit at the address mentioned above on or before Technical Bid opening date/time as mentioned in critical date sheet. Bidders will be treated as non-responsive and their bid will be rejected, at the initial stage itself, if hard copy of Bid Security is not received on or before opening of Technical Bid process.

- (iv) **No change in the bid document:-** Interested persons who are legal owner of the property or Power of Attorney holder, who has downloaded the tender from the CBIC website www.cbic.gov.in and Central Public Procurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded financial bid template in any manner. In case, if the same is found to be altered / modified in any manner, tender may be completely rejected.
- (v) **Corrigendum / addendum/ amendment to Bid:** - Intending tenderers are advised to visit CBIC website www.cbic.gov.in and CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum / addendum/ amendment in the tender document.

2. Process and manner of submission:

- (i) The tenders are to be submitted only **ONLINE** in two parts viz:-
- a. “**Technical Bid**” which should contain technical parameters like address of the building, carpet area, built up area, year of construction, design of the premises, availability of parking space and other requirements as given in the Instructions to Bidder (Annexure-I) and Terms and Conditions for the Tender (Annexure-II) in the format as per **Annexure-III**.

b. "**Financial Bid**" which should indicate the rent proposed to be charged and other financial terms and conditions in the format as per **Annexure-IV**.

(ii) All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

(iii) **No bid by post etc.:** - The offers submitted by telegram/fax/email/post/courier etc. shall not be considered. No correspondence will be entertained in this matter.

3. **Other details:**

A. **For Technical Bid**

The following documents are to be uploaded along with the "**Technical Bid**":

- i. Signed and scanned copy of the proof of payment of **Bid Security**.
- ii. Signed and scanned copy of **PAN No.**, **GST No.** if registered.
- iii. Signed and scanned copy of '**Letter of Authorisation** from the owner to submit Bids', if the bid is submitted by a person other than the owner(s) or by the Power of Attorney holder.
- iv. Signed and scanned copy of **Undertaking** (Annexure-V).
- v. Signed and scanned copy of **Tender Acceptance Letter** (Annexure-VI).
- vi. Signed and scanned copy of "**Title Deed**" showing the ownership of the premises with the bidder.
- vii. Signed and scanned copy of an '**Affidavit**' from owner(s) /Power of Attorney holder that the premises offered are free from litigation / liability / pending dues and taxes.
- viii. Signed and scanned copy of the **approved drawings** from local development authority/ municipal body for the premises.
- ix. Signed and scanned copy of the "**Layout Plan**" of the premises with exact measurement of the carpet area.
- x. Signed and scanned copy of the "**Integrity Pact**"(Annexure-IX)

The bidder must not indicate the rent details in the 'Technical Bid'.

B. **For Financial Bid:**

For submission of Financial bid amount must be entered in attached BOQ.

4. **Important Information**

(i) The bids will be opened in the office of the Principal Additional Director General- Audit, Mumbai Zonal Unit at the address mentioned above on the scheduled **date and time**. No further communication shall be made separately regarding dates of opening of Technical & Financial Bids unless there is any change in date or time of opening of bids. All the interested parties / bidders may remain present in the office of Principal Additional Director General-Audit, Mumbai Zonal Unit, mentioned above at the time of opening of bids on the date and time as mentioned in the critical date-sheet.

(ii) After evaluation of the technical bids, bidders will get the information regarding their eligibility/pre-qualification on website. Thereafter, an e-mail confirmation will be sent to the successful bidders which can be checked by the bidders on the portal. The financial bids of the successful bidders (found to be qualified in the technical bid) will be decrypted and opened online on the scheduled date after the pre-scheduled time by the bid openers. The bidders will get the information regarding the status of their financial bid and ranking of bidders on the website.

(iii) The hard copy of the original instrument in respect of Bid security, original copy of undertaking/affidavits, self-attested copies of the certificates and other documents must be delivered to this office on or before Technical bid opening date/time, as mentioned in the critical date sheet. After opening of the Technical Bid, the original documents as per the requirement of e-tender document will be verified by the department. The department reserves the right to seek any document in original related to the premises offered for hire for the purpose of verification at any stage of the tender process.

(iv) If at any time it is noticed that any information uploaded by the bidder is incorrect or incomplete, the bid is liable to be rejected. The department shall not be responsible for any legal consequences arising from such rejection of the bid.

Sd/-
(D.R. PARDESHI)
Assistant Director

ANNEXURE-II

TERMS & CONDITIONS FOR THE TENDER

1. Online e-tenders , on competitive basis, are invited for and on behalf of the President of India by the Principal Additional Director General, DG-AUDIT, Mumbai Zonal Unit, Mumbai for hiring a **fully furnished office premises** in and around area mentioned in the table below:

Sr.No.	Formation	Preferred location	Carpet area required
1	Office of the Principal Additional Director General (Audit), Directorate General of Audit, Mumbai Zonal Unit Central Board of Indirect Taxes and Customs, Department of Revenue, Ministry of Finance, Government of India.	Near Central Railway Stations between Chhatrapati Shivaji Maharaj Terminus (CSMT) to Ghatkopar (upto 2 kms from the Central Suburban railway station between CSMT to Ghatkopar)	2000 to 3000 Sq.Feet (Approx).

2. The contract will initially for a period of Three (03) years extendable by mutual consents for any further period. The bids are invited in a two-bid system (Technical and Financial). Only persons having the legal rights for leasing out the premises on rent can send their bids.

3. The premises having the following amenities and facilities will be preferred for consideration and will be given due weightage in evaluation of Technical Bid:-

- i. The premises offered should be in a building which is earmarked as "Commercial" with clear Occupancy/Completion certificate.
- ii. The Premises should be in the above mentioned preferable location. The building should be fit for office use with proper ventilation and contiguous floors. The building should be located on the main road with easy access, and should not be in the major traffic spots.
- iii. Fire Safety Certificate issued by Fire Department.
- iv. The carpet area required is 2000-3000 Sq.Feet (approx).
- v. The offered premises should be complete and suitable for use as office with proper flooring and well furnished with cabins and cubicles, work stations, office furniture etc. It should be in a ready to occupy/plug and play condition. If not, the bidder would be required to submit detailed layout plan of the ready to move in premises in consultation with the department and make partitions/ alterations to the premises as required by the department for seating of its officers and staff in case the existing infrastructure provided is not found suitable.
- vi. There should be at least 4 Chambers for senior officers out of which one should be with toilet/wash room.

- vii. The period of lease should be minimum for duration of Three (03) years.
- viii. The building should be well connected by public transport and should have wide approach road.
- ix. There should be adequate natural lighting in the campus/compound. There should be adequate cross-ventilation in the building. In case the building is not designed for natural ventilation and is not airy, it should be Air Conditioned.
- x. There should be provision of service water system along with sufficient water for toilets, washbasins, housekeeping, other cleaning purposes etc. on 24X7 basis.
- xi. The premises should have suitable power supply for commercial operations and uninterrupted power supply for essential services and common area lighting on 24 X 7 basis. The premises shall have proper electrical wiring and fittings/ installations with LED lights and shall have 24 hours sufficient electricity load sanctioned and further provisions for increasing the load as per requirement. A DG Set with appropriate load capacity & maintenance thereof will be provided by the owner of the building.
- xii. The owner/Bidder shall provide separate electric meter for the department.
- xiii. The premises should have sufficient parking space for four wheelers / two wheelers. Earmarked parking exclusively for the hirer would be desirable.
- xiv. All building services such as lifts (if it is 2nd floor and/or above), power supply, air conditioning, Local Area Network, plumbing, sewerage system, Internet and cable TV wiring, telephone and intercom connectivity, fire fighting system and such other office amenities and fixtures should be made operational before the possession of the building is taken. The office will also require computer networking, placement of server, internet connection cabling etc.
- xv. All internal and external walls should be painted with good quality paint before handing over the possession to the department.
- xvi. The building should have provisions as required under the Rights of Persons with Disabilities Act, 2016 for creating barrier free environment for persons with disabilities.
- xvii. Surroundings of the building, proximity to/accessibility from nearby Railway stations, space available within the premises of the building, approach road leading to the building, traffic congestion in and around the building and other related factors would be important criteria for qualifying in the Technical Bid.
- xviii. The required carpet area should preferably be in a single independent building and in case of building with multiple floors the ones offered should preferably be contiguous.
- xix. In case the area offered is in a big common building, the bidder may have to provide an exclusive entrance and exit for the use by the department.
- xx. The office premises should be legally free from all encumbrances.

Note.

- a. The total carpet area should not exceed 3000 sq. feet
 - b. Separate Toilet/Wash rooms for Gents and ladies have to be provided on each floor separately.
 - c. The bidder shall submit a provisional design/layout of the proposed ready to move in office premises for the approval of the department. All the other amenities and provisions should conform to the National Building Code of India.
4. Offer should be valid for **a minimum period of six months** from date of opening of tender.

- 3(a) The terms **Carpet area/ Plinth area and Super Built up area** are defined as below for ease of understanding:
- (i) **Carpet Area-** It refers to the total usable area within the four walls of a building. In other words, it refers to the area for which carpet can be laid if required by the owner.

- (ii) **Plinth Area-** It refers to the entire carpet area along with thickness of the internal & external walls and columns.
- (iii) **Super Built up Area-** It refers to the plinth area of a building/ apartment as added by balconies and other common area such as corridors, staircase, lift room, motor room and other circulation areas etc.

5. The Technical Bids shall be opened in the first instance. Before accepting Technical Bid, all the documents and the building premises would be inspected by the department. The physical inspection of the premises will also be carried out to verify whether the premises complies with the terms and conditions as specified in the Tender documents and to assess the suitability of the accommodation, compliance to technical specifications, verification of their credentials and other liabilities.

6. The opening of Financial Bids shall be done at a later date. The Financial Bids of only those bidders will be opened which are short-listed after assessing the technical bids.

7. If a Firm quotes NIL charges/ consideration, the bid shall be considered as unresponsive and will not be considered.

8. Finalization of rent is subject to certification by CPWD / Hiring Committee and final approval / sanction by the Government of India, if required. The assessment of reasonable rent is done by the CPWD which is the competent authority to issue Rent Reasonableness Certificate (RRC) also called Fair Rent Certificate (FRC). The negotiation of the final rent with the selected bidder will be done by the department after receipt of the Fair Rent Certificate/Rent Reasonableness Certificate from the CPWD.

9. Selected party shall be required to sign a Standard Lease Agreement (as per format enclosed **Annexure-VIII**) with the department. The agreement shall be signed for a period of three (03) years initially which can be extended for further period as required. However, the premises can be vacated earlier in terms of the conditions in the Standard Lease Agreement .

10. The cost of repair and maintenance of civil, electrical, plumbing, air conditioning plant or equipments, power back up (generator set), lifts and common areas etc. will be the responsibility of the owner / bidder. Routine replacement of electrical fittings like LEDs, bulbs, tubes and other consumables will be done by the owner/bidder. The Department shall pay charges towards electric power, light and water used on the said premises on actual consumption basis.

11. The premises should be capable of being handed over for possession to the Department within three (03) months of the acceptance of the offer by the department excluding a reasonable time required to carry out any changes or modification as per the directions of the department.

12. The security of the building and running of lifts with requisite manpower for operation on 24*7 basis shall be the responsibility of the owner/bidder. The bidder should make sure that the lifts work smoothly during the period of contract. The cost of development of external security for building will be met by the owner. The services like security and maintenance shall be of the quality acceptable to the department. The internal security of the premises will be taken care of by the department.

13. All statutory clearances and permission required for construction /modification /additions / alterations and leasing of the premises to this office shall be obtained by the owner / landlord/ lessor at his own cost. This office shall have the right to carry out necessary alterations/modifications or make such structural or other changes to / in the premises and install amenities such as biometric attendance system, notice board, Server cabins etc. as may be required by it for the purpose of its functioning. Provided that this office shall not make any permanent structural alterations incapable of being reversed or which would render incapable the restoration of the premises to its original position without the consent in writing of owners / landlord/ lessor but such consent shall not be unreasonably withheld in the case of such alterations as shall be necessary or required by this office for the purpose of better amenities and carrying on its function effectively. This office shall have the rights to make temporary alterations in the premises and to erect temporary partitions, cabins, counters etc. as are necessary to carry on day to day activities.

14. This office shall have the right to install sign boards, office hoardings/publicity materials or standees in the lobby for its activities and the owner/landlord/lessor will have no objection of any kind and shall not claim any compensation or additional rent.

15. Since the department is the lessee/hirer and has no insurable interest, the owner/landlord/lessor hereby has to insure the premises/assets rented/hired against risks like burglary, fire or natural calamity or act of God at his (owner's) own cost and this office will not be responsible for and liable to make good any losses that may be sustained in any future date in respect of such premises/assets.

16. Painting of the premises will be carried out by the owner/landlord/ lessor preferably once in three years or as and when required within the lease period. In case the owner/landlord/lessor fails to do so, this office shall have the right to arrange it at the cost of the owner/landlord/lessor and deduct the amount from the rent payable or that may become payable, or otherwise recover from the owner/landlord/lessor.

17. Whenever necessary, the owner/landlord/lessor will carry out necessary repairs of the building from time to time within reasonable period as per the need of this office. The owner/landlord/lessor shall also provide a single point of contact of the person in-charge in case of any administrative needs of this office like plumbing, carpentry or electricity related issues.

18. The participation in the tender process does not entail any commitment from the department and it reserves right to reject any/all offers including that of the lowest bidder, without assigning any reasons. The department also reserves the right to amend/modify/alter any or all of the terms and conditions /dates of the tender at any time before the tendering process is finalised. Only one proposal for one premise will be entertained. Conditional offers shall not be acceptable and liable to be rejected straightaway.

19. In case of any legal dispute arising out of this tender/ contract, the jurisdiction shall be the Courts at Mumbai only.

TECHNICAL BID (Qualifying Bid Document)

(To be submitted online at the portal <https://eprocure.gov.in> under the head 'Technical Bid')

To,

The President of India
Acting through
The Principal Additional Director General,
DG-Audit, Mumbai Zonal Unit, Room No. 111/112, First Floor, D.D. Building, Old Custom House,
Shahid Bhagat Singh Marg, Fort, Mumbai-400001

Sir,

With reference to your advertisement in the CPPP portal published on 28.02.2022, I/We offer the premises below for the office of Pr. ADG as per details below:-

1	Name, Address, PAN & Contact No. of Building owner/proposed lesser:	
2	Name & address of the Developer:	
3	Name, Address, PAN & contact No. of the person holding title to the premises and a title certificate from a reputed advocate:	
4	Whether the premises offered is mortgaged, leased or whether there is an Encumbrance/lien of any type on property:	
5	A short note on the acquisition of the premises:	
6	Exact location and address of the premises along with location map:	
7	Type of Building-Commercial or Residential & date of construction:	
8	Type of structure whether Load Bearing structure/RCC framed structure. Age of the building:	
9	Details of approach road such as width, distance from main road, slum localities (if any) on both sides of the road:	
10	No. of exclusive parking for 2/4 wheelers being offered to department:	
11	Time frame for handing over possession:	
12	Details approved plan of the accommodation:	
13	Offered carpet area & built up area for rent in sq/ft.:	
14	Total No. of floors in building and floor offered for rent:	
15	Open space available around building:	
16	Toilet facilities available:	
17	Other facilities & amenities available with the building:	
18	Type, Model, Company & No. of operational Lifts available:	
19	Specify fire protection precaution undertaken in the building:	

20	Type of flooring offered i.e. granite or vitrified etc.:	
21	Type of ceiling offered whether false ceiling given or not:	
22	Availability of recreation facilities:	
23	Parking space available for the lessee and no. of 2/4 wheeler vehicles offered:	
24	Distance from nearest railway station, Metro station and nearest Bus Stand/Taxi Stand (to be mentioned separately):	
25	Clearances/No Objection Certificates / Occupancy Certificate from all the relevant Central/State/ Municipal authorities and Fire department for use as office/commercial premises confirming the Municipality laws:	
26	Security arrangements offered:	
27	Whether Municipal water supply available or not: If not state the other source of water supply.	
28	Availability of standby generator for power back-up:	
29	Whether the offered space is air-conditioned- fully:	

NOTES: -

1. The carpet area of any floor shall be the covered floor area worked out excluding the following portions of the building-
 - a. Sanitary accommodation, except mentioned otherwise in a specific case.
 - b. Veranda, except where fully enclosed and used as internal passages and corridors.
 - c. Corridors and Passages, except where used as internal passages and corridors exclusive to the unit.
 - d. Entrance halls and porches, vertical sun breakers, box louvers, Staircase.
 - e. Shafts and machine rooms for lifts, Barsaties*, lofts, Garages, Air-conditioning ducts and air-conditioning plantrooms,
 - f. Shafts for sanitary piping and garbageducts.

2. Rates must not be mentioned here or anywhere in Technical Bid.

UNDERTAKING BY THE BIDDER

A. I have gone through the **Instructions to Bidders** (Annexure- I) and the **Terms and Conditions for the Tender** (Annexure-II) forming part of the Tender Documents and I accept them and agree to abide by them.

B. I,....., Son / Daughter of solemnly declare to the best of my knowledge and belief, the information given above and in the enclosures accompanying it is correct, complete and truly stated. I/We will give the consent as per your standard Performa if you find our premises suitable.

Place:

Signature:
Name:
Designation:

Date:

*Names in full and block letters

Documents to be uploaded along with “Technical Bid”

The following documents are to be uploaded online at the portal <https://eprocure.gov.in> along with the “Technical Bid”:-

- (i) Signed and scanned copy of the proof of payment of **Bid Security**.
- (ii) Signed and scanned copy of **PAN No., GST No.** If registered.
- (iii) Signed and scanned copy of ‘**Letter of Authorisation** from the owner to submit Bids’, if the bid is submitted by a person other than the owner(s) or by the Power of Attorney holder.
- (iv) Signed and scanned copy of **Undertaking** (Annexure-V).
- (v) Signed and scanned copy of **Tender Acceptance Letter**(Annexure-VI).
- (vi) Signed and scanned copy of “**Title Deed**” showing the ownership of the premises with the bidder.
- (vii) Signed and scanned copy of an ‘**Affidavit**’ from owner(s) /Power of Attorney holder that the premises offered are free from litigation / liability / pending dues and taxes.
- (viii) Signed and scanned copy of the **approved drawings** from local development authority/ municipal body for the premises.
- (ix) Signed and scanned copy of the “**Layout Plan**” of the premises with exact measurement of the carpet area.
- (x) Signed and scanned copy of the “**Integrity Pact**”(Annexure-IX)

FINANCIAL BID DOCUMENT

The Financial bid shall comprise of following two parts: -

- a. Financial bid undertaking
- b. Schedule of financial bid in the form of BOQ_Officepremises.xls to be downloaded separately.

(a) **FINANCIAL BID UNDERTAKING**

From: (Full name and address of the Bidder)

To

The Principal Additional Director General,
DG-Audit, Mumbai Zonal Unit, Room No. 111/112, First Floor, D.D. Building, Old Custom House,
Shahid Bhagat Singh Marg, Fort, Mumbai-400001

Dear Sir,

I submit the Financial Bid in respect of your tender published on the CPPP portal on 28.02.2022 for taking on rent for your office premises in the city of Mumbai as envisaged in the Bid document.

2. I have thoroughly read and understood all the terms and conditions (including those in Annexure- I, II and III) as contained in the Bid documents, and agree to abide by them
3. I offer to work at the rates as indicated in the Financial Bid (Annexure IV) inclusive of all applicable taxes except GST.

Yours faithfully,

Signature and name
Authorized Representative

NOTE: ONLY RATE PER SQUARE FEET FOR CARPET AREA MAY BE ENTERED IN BOQ OF FINANCIAL BID DOCUMENT

UNDERTAKING BY THE BIDDER

1. I/We undertake that I/We or my/our firm M/s.....
has not been blacklisted by any Govt. Department/Public Sector Undertaking/
Autonomous Body.

2. I,..... Son/Daughter/Wife of Shri
..... Proprietor/Partner/Director/authorized signatory of M/s
.....am competent to sign this
declaration and execute this tender document.

3. I have carefully read and understood all the terms and conditions of the tender and
undertake to abide by them.

4. The information / documents furnished along with the above application are true and
correct to the best of my knowledge and belief. I/We are well aware of the fact that furnishing
of any false information / fabricated document would lead to rejection of my tender at any
stage besides liabilities towards prosecution under appropriate law.

5. I/We understand that in case any deviation is found in the above statement at any
stage, my/our concern/firm/co. may be blacklisted and shall not have any dealing with the
Department in future.

Date:

Signature of the Authorized Signatory of the
firm/Company/Organization

Place:

Office Stamp/Seal:

ANNEXURE-VI

TENDER ACCEPTANCE LETTER

(To be given on Company letter head, if bidder is firm, co. etc.)

Date:

To

The Principal Additional Director General,
DG-Audit, Mumbai Zonal Unit, Room No. 111/112, First Floor, D.D. Building, Old Custom
House, Shahid Bhagat Singh Marg, Fort, Mumbai-400001

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender /Work:

Dear Sir,

1. I / We have downloaded the tender document for the abovementioned "Tender" from the CPPP portal as per your advertisement, given in the above mentioned website.

2. I / We hereby certify that I / we have read all the entire terms and conditions of the tender document given in:-

- i. Notice Inviting Tender,
- ii. Instructions to bidders(Annexure-I),
- iii. Terms and Conditions for the Tender(Annexure-II),
- iv. Technical Bid (Annexure-III),
- v. Financial Bid (Annexure-IV),
- vi. Undertaking by the bidder(Annexure-V),
- vii. Instructions for online bid submission(Annexure-VII),and
- viii. Format of Standard Lease Agreement(Annexure-VIII)
- ix. Format of Integrity Pact (Annexure-IX)

which form part of the tender document and I / we shall abide hereby by the terms / conditions / clauses contained therein.

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

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

5. I / We certify that all information furnished by our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department may, without giving any notice or reason therefore summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

**Instructions for Online Bid
Submission**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at <http://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/nCode/eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC /e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS:

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as “offline” to pay the tender fee/EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned office, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard

BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders.

6) The server time (which is displayed on the bidder's dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

ANNEXURE-VIII

LEASE AGREEMENT

AN AGREEMENT MADEDAY.....OFTHIS
..... TWO THOUSAND NINETEEN
BETWEEN.....
.....

hereinafter called 'The Lessor' (Which expression shall include its successors assigns, administrator, liquidators and receivers, wherever the context of meaning shall so require or permit) of the one part

AND

the PRESIDENT OF INDIA (hereinafter referred as 'THE GOVERNMENT OF INDIA' or 'Lessee') of the other part.

WHEREBY IT IS AGREED AND DECLARED AS FOLLOWS :-

1. In consideration of the rent hereinafter reserved and of the other conditions herein contained, the Lessor agrees to let out and Lessee agrees to take on lease the land, hired it aments and premises known astogether with all buildings and erections, fixtures and fittings, standing and being thereon (hereinafter called "THE SAID PREMISES") more particularly described in SCHEDULE 'A'.

2. The lease shall commence/shall be deemed to have been commenced* on the.....day of.....two thousand one hundred and... and shall, subject to the terms hereof, continue for a term of years with an option to extend the period of lease for a further term as set out in clause 14 hereof.

3. The Lessee shall, subject to the terms hereof, pay gross rent in monthly arrears for the said premises at the rate of Rs..... (in words Rs) per month, which also includes a sum of Rs.....towards maintenance and taxes per month. In the event of the tenancy hereby created, being terminated as provided by these presents, the Lessee shall pay only a proportionate part of the rent for the fraction of the current month up to the date of such termination. The rate of rent hereby agreed is liable to revision during the period of lease or renewal, if any, of the lease after the expiry of the three (03) years from the start of the lease or revision of the rent, provided that such revision shall not exceed 5% per annum (in case of residential accommodation) and 8% per annum (in case of non-residential accommodation) of the rent payable at the time of such revision, such rent being equivalent to gross rent reduced by the amount payable towards maintenance and tax.

4. The said premises shall be deemed to include the fixtures and fittings existing thereon as shown in Schedule B and the Government of India shall upon the expiration of the terms hereby created or any renewal thereof and subject to clause 11 hereof yield up the said premises including fixtures and fittings in as good a condition as received, fair wear and tear, damage by fire, act of god, riots or other civil commotion, enemy action and/or other causes not within the control of the Government of India excepted,

Provided that the GOVERNMENT OF INDIA shall not be responsible for any structural damage which may occur to the same during the terms hereby created or any renewal thereof.

5. The Government of India shall be entitled to use the said premises for any lawful purpose which is not detrimental to the interest of the landlord.

6. The Government of India shall have the right to sublet the whole or any part or parts of the said premises but shall be responsible for the full payment of rent and the term of such sub-lease shall not exceed the period of lease or extension thereof, if any, as set out in Clause 2 hereinabove.

7. All existing and future rates, taxes including property tax, assessment charges and other out-goings whatsoever of every description in respect of the said premises payable by the owner thereof, shall be paid by the Lessor. The Lessor, however, shall be entitled to recover additional levies, paid on account of enhancement in taxes, from the Government of India and such recovery shall be proportionate to the amount of taxes payable during the pendency of the lease. In case the said premises is portion of building subject to payment of tax as one entity, the liability of the Government of India in respect of payment of additional tax, unless there has been any addition to the constructed portion of such building, shall be in the same ratio as at the time of original letting. In case of some additional construction having been made by the lessors, additional tax payable by the Government of India shall be as determined by the Central Public Works Department of the Government of India. In case of default in payment of taxes etc. by the Lessor to the local bodies, it would be open for the Lessee to deduct such dues from the gross rent (including taxes) payable to the Lessor, and to pay the same directly to the local bodies. However, before making such deduction, the Lessee shall have to give a notice in writing, to the Lessor to show, within 15 days, that he is not in default in payment of taxes to the local bodies.

8. The Government of India shall pay all charges in respect of electricity power, light and water, used on the said premises during the continuance of these presents.

9. The lessor shall execute necessary repairs usually made to premises in that locality as and may be specified by the Government of India in a notice in writing such time as may be mentioned therein and if the Lessor fails to execute any repairs in pursuance of the notice, the

Government of India may cause the repairs specified in the notice to be executed at the expense of the Lessor and the cost thereof may, without prejudice to any other mode of recovery, be deducted from the rent payable to the Lessor.

10. The Government of India may, at any time during the terms hereby created and any renewal thereof, make such structural alterations to the existing buildings such as partitions, office, fixtures and fittings as may be easily removable. PROVIDED ALWAYS THAT such installations or other works, fittings and fixtures, shall remain the property of the Government of India who shall be at liberty to remove and appropriate to itself, any or all of them at the expiration of the terms hereby created and any renewal thereof, provided further that the Government of India shall again hand over the said premises in the same condition as they were in at the commencement of these presents, fair wear and tear and damage by fire or other causes beyond the control of the government of India excepted or at its option pay compensation in lieu thereof PROVIDED FURTHER that such compensation shall not exceed the value of the said premises on the date of the determination of these presents, if they had remained in the same structural state.

11. The Government of India shall be released from paying any rent in respect of the whole or any such part of the said premises as might be rendered uninhabitable by fire, riots or other civil commotion, enemy action and/or other causes, not within the control of the Government of India or acts of any Government or Municipal Authority and in such cases the rent payable hereunder shall be accordingly apportioned, or at its option the Government of India shall have power to terminate these presents forthwith without prejudice to its rights to remove works, fittings, fixtures and machinery under Clause 10 hereof.

12. The Government of India shall not be liable for loss of profit or loss of goodwill arising from its occupation of the said premises or any amount of compensation in respect of the said premises other than the rent payable as aforesaid and the Lessor shall make no claim in respect thereof.

13. The Lessor agree with the Government of India that the latter paying the rent hereby reserved observing and performing the conditions and stipulations herein contained on the Government of India's part to be observed and performed shall peacefully hold and enjoy the said premises during the said terms and any renewal thereof without any interruption or disturbance from or by the Lessor or any person claiming by through or under them.

14. If the Govt. of India shall be desirous of taking a new lease of the said premises, after the expiration of the term hereby granted the Lessor will renew the lease for a period mutually agreed upon between the Govt. of India and the Lessor, in accordance with the covenants, agreements and conditions as in the present agreement including the present for renewal. "Provided that in the event of expiry of the terms of the lease, whenever an action for renewal described above is pending with the lessee and the premises remain in actual occupation, the payable rent at old rate shall continue to be paid on provisional basis till the date of final decision on renewal or the date of eviction, as the case may be and in case of renewal at different rate, suitable adjustment by extra payment or deduction shall be permitted, to Lessee".

“Provided further that the Lessee shall take action so far practicable to take a new lease of the said premises within a period of six months after expiry of the term hereby granted”.

15. The Government of India shall be entitled to terminate the lease at any time giving to the Lessor three months previous notice in writing of its intention to do so.

16. Any notice to be made or given to the Government of India under these presents or in connection with the said premises shall be considered as duly given if sent by the **Lessor through** the post by registered letter addressed to the.....
.....on behalf of the Government of India, and any notice to be given to the Lessor shall be considered as duly given if sent by the Lessee through the post by registered letter addressed to the Lessor at their last known place of abode. Any demand or notice sent by post in either case shall be assumed to have been delivered in the usual course of Post.

17. Should any dispute or difference arise concerning the subject matter of these presents or interpretation of any covenant, clause or thing herein contained or otherwise arising out of this lease agreement, the same shall be referred for arbitration to the Tribunal, having, Sole Arbitrator. At the time of making a request for reference of dispute to the arbitration, the claimant shall along with such request send a panel of five persons to the other party. The other party shall within 15 days of the receipt of such communications select one member of the panel to act as Sole Arbitrator. In case none in the proposed panel is acceptable to the other party, such other party shall within the above 15 days send another panel of five persons to claimant, and the claimant shall be entitled to nominate the Sole Arbitrator from among the panel sent by the opposite party. In case none of the members of this panel is acceptable to the claimant, the Sole Arbitrator shall be appointed by the Secretary, Department of Legal Affairs, Government of India, Delhi.

The provisions of Arbitration and Conciliation Act, 1996 with any statutory modification thereof and rules framed thereunder shall be applicable to such arbitration proceedings which shall be held at.....The arbitration proceedings shall be conducted in Hindi/English/...*.
The cost of the arbitration shall be borne as directed by the Arbitral Tribunal. For the purposes of this clause, the officer mentioned in clause 16 shall be authorised to act and nominate arbitrator on behalf of the Government of India.

18. This lease agreement has been executed in duplicate. One counter part of the lease agreement to be retained by the Lessee and the other by the Lessor.

THE SCHEDULE ‘A’ REFERRED TO ABOVE

All that the.....The floor of the building known as in the city of..... which building bears Municipal No and is situated on plot/land bearing Survey Nos..... and is bound on or towards East by on or towards West by on or towards North by or on towards South.

THE SCHEDULE 'B' REFERRED TO ABOVE

IN WITNESS WHERE OF THE OFFICIAL SEAL OF has been affixed in the manner hereinafter mentioned and the lease agreement has been signed for and on behalf of the President of India on the day and year first above written by.....

.....
_____ (Signature)

For and on behalf of the President of India

In the presence of

Witnesses 1

2 And

by the Lessor in presence of

(Signature)

Witnesses 1.....Name and Address of the Lessor

2In case the Lessor is accompany)

Firm or Society Add

For and on behalf of

having authority to sign on behalf of the Lessor.....

vide resolution dated.....of.....)

*Portions which are not applicable may be scored off at the time of filling up of the Stand and Lease Agreement (SLA) format.

Annexure-IX-

Integrity Pact

Whereas the Principal Additional Director General, DG Audit, Mumbai Zonal Unit hereinafter referred to as the Buyer and the first party, proposes to procure Office premises on rent hereinafter referred to as Ready to move in Office premises

And

M/s....., represented by....., Chief Executive Officer (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the Bidder/ Seller and the second party, is willing to offer/ has offered the Ready to move in Office premises

2. Whereas the Bidder / Seller is a private company/public company /partnership/ constituted in accordance with the relevant law in the matter and the Buyer is a Central Government Organisation and Bidder/Seller shall hereinafter be individually referred to as "Party" or collectively as the "parties", as the context may require.

3. Preamble

Buyer has called for tenders under laid down organizational procedures intending to enter into contract/s for Ready to move in Office premises and the Bidder / Seller is one amongst several bidders/Proprietary Vendor/Customer Nominated Source/Licensor who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Seller(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEM) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Commitments of the Buyer.

The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles: -

- i) No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a 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.

- ii) The Buyer will during the tender process treat all Bidder(s) / Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder(s) / Seller(s) the same information and will not provide to any Bidder(s) / Seller(s) confidential / additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.
- iii) The Buyer will exclude from the process all known prejudiced persons.

If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Indian legislation Prevention of Corruption Act 1988 as amended from time to time or if there be a substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer and in addition can initiate disciplinary action.

5. Commitments of the Bidder(s)/Seller(s).

The Bidder(s)/Seller(s) commit himself to take necessary measures to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- i) The Bidder(s)/Seller(s) will not, directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the 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 during the tendering or qualification process or during the execution of the contract.
- ii) The Bidder(s)/Seller(s) will not enter with other Bidders / Sellers 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 introduce cartelization in the bidding process.
- iii) The Bidder(s)/Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act 1988 as amended from time to time. Further, the Bidder(s)/Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

The Bidder(s)/Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s)/ sub-contractor(s), if any. Further, the Bidder/Seller shall be held responsible for any violation/breach of the provisions by its sub- supplier(s)/sub- contractor(s).

The Bidder(s)/ Seller(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Agents / Agency Commission:

The Seller/Bidder confirms and declares to the buyer that the Seller/Bidder is the Original owner of the Ready to move in Office premises offered for rent to the Buyer and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller/Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual / firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract / purchase order, the Seller/Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFQ / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement or compensation to the Seller/Bidder who shall in such event be liable to refund to the buyer, all agency commission payments made by the Seller/Bidder along with interest at the rate of 2% per annum. The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

6. Previous Transgression

The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's/ Sellers' exclusion from the tender process.

If the Bidder / Seller makes incorrect statement on this subject, Bidder / Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

7. Company Code of Conduct

Bidders / Sellers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

8. Sanctions for Violation

If the Bidder(s)/ Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s)/ Seller(s) from the tender process or take action as per the procedure mentioned herein below:

- i) To disqualify the Bidder / Seller with the tender process & exclusion from future contracts.
- ii) To debar the Bidder / Seller from entering into any bid from Buyer for a period of two years.
- iii) To immediately cancel the contract, if already signed / awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5.4 any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.
- iv) To en-cash EMD / Advance Bank Guarantees / Performance Bonds/Warranty Bonds, etc. which may have been furnished by the Bidder/Seller to the extent of the undelivered Stores and / or Services and / or Works.

If the Buyer obtains knowledge of conduct of a Bidder/ Seller or of an employee or a representative or an associate of a Bidder / Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

9. Compensation for Damages

If the Buyer has disqualified the Bidder(s) / Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.

If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to en-cash the advance bank guarantee and performance bond/ warranty bond, if

furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for the ready to move in Office premises.

The Seller / Bidder shall also be liable to refund to the Buyer, the Agency Commission / payments made by the Seller / Bidder along with interest at the rate of 2% per annum.

10. Independent External Monitor(s)

The Buyer has appointed Independent External Monitor(s) for this Integrity Pact in consultation with the Central Vigilance Commission.

As soon as the Integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the Independent External Monitor(s).

The Bidder(s)/Seller(s), if they deem it necessary, may furnish any information as relevant to their bid to the Independent External Monitor(s).

If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitor(s) for their comments / enquiry.

If the Independent External Monitor(s) need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the Independent External Monitor(s).

The report of enquiry, if any, made by the Independent External Monitor(s) shall be submitted to BUYER within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.

11. Law and Place of Jurisdiction

This Integrity pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Mumbai, India.

12. 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.

13. Integrity Pact Duration

This Integrity Pact begins when both parties have legally signed it. It expires for the successful Bidder / Seller 12 months after the last payment under the

contract, and for all other unsuccessful Bidders / Sellers within 6 months from date of placement of order / finalization of contract against this tender.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by BUYER

Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

14. Other Provisions

Changes and supplements need to be made in writing. Side agreements have not been made.

The Bidder(s)/Seller(s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers the report.

In view of the nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.

Nothing contained in this Integrity Pact shall be deemed to assure the Bidder/ Seller of any success or otherwise in the tendering process.

15. This Integrity Pact is signed with BUYER exclusively and hence shall not be treated as precedence for signing of IP with any other Organization.

16. The Parties hereby sign this Integrity Pact at _____ on _____ (Bidder/Seller) and at _____ on _____ (Buyer)

BUYER

BIDDER / SELLER

Signature:

Signature:

Date:

Authorized Signatory (*)

Date:

Stamp:

Stamp:

Witness

Witness

1. _____

2. _____

*Authorized signatory of the company authorized person who has signed the offer.

