



**Office of the**  
**Pr. Chief Commissioner of Income Tax**  
**Deputy Commissioner of Income Tax (HQ) Projects & TPS,**  
Room No. 343, 3<sup>rd</sup> floor, Aayakar Bhavan, M.K. Road, Mumbai 400020  
**Tel. : 220 16543 (Direct), 2201 0588(Fax), Extn. 2343**

**No. MUM/DCIT(HQ)Projects/ ASK /18-19**

**Date : 26.02.2019**

**TENDER NOTICE**

Sealed tenders are invited in two separate sealed envelopes containing technical bid and financial bid from reputed contractors/firms for setting up of Aayakar Seva Kendra at Ground floor, Kautilya Bhavan, C-41 to C-43, G-Block, Bandra Kurla complex, Mumbai – 400 051. The details regarding terms and conditions and other documents can be obtained from the following address during the office hours on any of the working days.

**Office of the Addl. CIT (HQ) Projects & TPS, Room No. 380, 3<sup>rd</sup> Floor,**  
**Aayakar Bhavan, M.K.Road, Mumbai- 400020.**

2. Aayakar Seva Kendra is a single window concept to deliver services mentioned in the 2010 Citizen's Charter of the Income Tax Department including redressal of grievances. It has three functional units, i.e. (1) "May I help You" counter for meeting the general inquiries of the tax payers. (2) For receipts of Dak and paper returns and (3) "Facilitation Counter" for assisting the tax payers about PAN queries/providing return forms and other tax payer education literature and assistance of tax return preparers (TRPs).
3. The details can also be accessed on department's website [www.incometaxindia.gov.in](http://www.incometaxindia.gov.in) and [www.incometaxmumbai.gov.in](http://www.incometaxmumbai.gov.in).
4. The tender documents will be available at above mentioned office address from 26.02.2019 and the last date of submitting the bids is 05.03.2019, upto 3.30 P.M.



  
( Praveen Shekhar)

Dy. CIT (HQ) Projects & TPS, Mumbai.

**प्रवीण शेखर, भा.रा.से.**  
**Praveen Shekhar, I.R.S.**  
आयकर उप आयुक्त (मुख्यालय)  
परियोजना और करदाता सेवा, मुंबई  
DCIT (HQ) Projects & TPS, Mumbai

**TERMS AND CONDITIONS OF TENDER FOR AAYAKAR SEVA KENDRA, KAUTILYA  
BHAVAN, PLOT No. C-41 TO C-43, G BLOCK, BANDRA KURLA COMPLEX, MUMBAI - 51**

**LASTDATE AND TIME FOR SUBMISSION OF BIDS**

**3.30 PM on 05.03.2019**

**DATE AND TIME FOR OEPNING OF THE BIDS:**

**4.00 PM on 05.03.2019**

**Note:-Technical and Financial bids to be submitted separately.**



**Office Of The Addl. CIT (HQ), PROJECTS & TPS, Room No 380, 3<sup>rd</sup> Floor,  
Aayakar Bhawan, New Marine Lines, Mumbai - 20.**

Telephone No:22016543, 22010588 (Fax) E-mail id: dcithqprojects@gmail.com

**F.No. Mum/Addl CIT(HQ) Projects/ASK/Tender documents/2018-19 Dated: 26.02.2019**

**TENDER DOCUMENT**

As part of the Govt. of India's e-government initiative **Aayakar Seva Kendra [ASK] of 13 ITD Nodes is being created at GROUND FLOOR, KAUTILYA BHAVAN, C-41 TO C-43, G BLOCK, BANDRA KURLA COMPLEX, BANDRA, MUMBAI - 51.** The ASK shall be a computerized centre where facilities for filling of returns, applications and other correspondences, through the Income-tax Department software shall be available to the taxpayers. The design of the centre to be established, workflow, branding, material to be used have been standardized. A comprehensive document in this regard is available with office of the Addl. CIT (HQ) Projects & TPS, Room No. 380, 3<sup>rd</sup> Floor, Aayakar Bhawan, M. K. Road, Mumbai-20 which can be obtained during office hours.

**MODE OF SUBMISSION OF BIDS &  
TERMS & CONDITIONS**

1. The sealed bids shall be addressed to the Addl. CIT (HQ) Projects & TPS, Room No. 380, 3<sup>rd</sup> Floor, Aayakar Bhawan, M. K. Road, Mumbai-20.
2. The bidders are required to submit duly filled Technical Bid and Financial Bid (Annexure I&II). It should be written boldly on the top of the envelope (Each in a separate envelope) as Technical Bid and Financial Bid for ASK, Kautilya Bhavan, Bandra Kurla Complex, Mumbai. Both envelopes should be submitted in a single sealed cover, duly addressed and superscripted with "**Tender for Aayakar Seva Kendra, Kautilya Bhavan, Bandra Kurla Complex, Bandra, Mumbai - 400 051**".
3. **Technical Bid**  
The Technical Bids should be as per **Annexure-I** and should be supported by the documents indicated in the said Annexure.
4. **Financial Bid:-**  
The Tender document, marked as **Annexure-II** is a "Financial Bid".
5. Initially only the Technical Bids will be opened. The Financial Bids will be opened, only if the applicant is selected on the basis of Technical bids.
6. Bid Amount quoted should be all inclusive and no separate claims will be entertained towards delivery charges, Taxes, etc.
7. Financial Bids of only those bidders who are shortlisted on the basis of Technical Bids will be opened and the bid with lowest quotations amongst the opened bid will be treated as successful bidder subject to fulfillment of the conditions mentioned in this document.



8. The last date of receipt of sealed tender is 5<sup>th</sup> March 2019 till 03.30pm. The sealed bid documents should be submitted in Room No 380, 3<sup>rd</sup> Floor, Aayakar Bhawan, New Marine Lines, Mumbai – 400 020 during office hours on all working days.
9. The bid document will be opened by the Committee for setting up of ASK at Kautilya Bhavan (hereinafter referred as committee) in Conference Room, Aayakar Bhawan, Churchgate, Mumbai – 20 in the presence of such applicants or their authorized representatives duly authorized by the bidder. The Technical Bids will be opened at 04.00 pm on 5<sup>th</sup> March, 2019 and the Financial Bids of the shortlisted bidders will be opened on the same day i.e. 5<sup>th</sup> March, 2019 after completion of evaluation of technical bid.
10. If due to unforeseen circumstances or administrative requirements, the applications cannot be opened under above mentioned date and time, the same will be opened on a subsequent date as would be notified to the bidders.
11. Bid submitted beyond time and date mentioned will not be considered.
12. This office reserves the right to postpone/and/ or extend the date of receipt, opening of bids or to withdraw the same without assigning any reason thereof.
13. All the bid amount must be written both in figure and words. Corrections are to be made by crossing out, initialing, dating and rewriting. In case of discrepancy between the words and figures, the rates indicated in figures shall prevail. All overwriting /cutting/ insertion shall be authenticated and attested.
14. The bidder shall sign and stamp each page of this tender document and all other enclosures appended to it as a token of having read and understood the terms and conditions contained herein and submit the same.
15. The bidder must comply with the bid amounts, specifications and all terms and conditions of the contract. No deviation in the terms and conditions of the contract shall be entertained unless specifically mentioned by the bidder in the bid amount and accepted by the department. In case no bidder is satisfying the Technical/Financial terms of the department, the decision of the office shall be final.
16. The Principal Chief Commissioner of Income Tax, Mumbai will have the final right to select the most suitable bidder to execute the project.
17. Earnest Money Deposit (EMD) (Refundable if bid is not successful) of Rs. 1,00,000/- (Rupees One Lakh) through Demand Draft in favour of **ZAO CBDT, Mumbai** should be enclosed with Technical Bid. No interest will be payable on EMD.  
The EMD of the successful bidder will be retained till the completion of the contract. In case the successful bidder fails to sign the contract or doesn't start the assigned work in stipulated time, the EMD shall be forfeited.
18. The successful bidder shall complete the work within 21 days of award of order. In case of delay, liquidated damage may be charged at rate 0.1% of contract amount per day of delay, subject to maximum of 10% of contract amount.
19. For any clarification, the bidder may seek meeting with Addl. CIT (HQ) Projects & TPS, after taking prior appointment from his office situated in Room No. 380, 3<sup>rd</sup> Floor, Aayakar Bhawan, M. K. Road, Mumbai-20.

20. The Scope of Work:

- (i) The successful bidder is required to setup the ASK of 13 ITD Nodes as per the indicative details in Annexure-III of this tender document. Further the scope of work as per Annexure III should be in conformity with Standard Branch Layout and Specification Booklet contained in the Standard Guidelines for Sevottam Centres documents available with o/o Addl. CIT (HQ) Projects & TPS, Room No. 380, 3<sup>rd</sup> Floor, Aayakar Bhawan, M.K. Road, Mumbai-20
- (ii) The contract includes provisions of computers including required software(with Antivirus), printers, LCD and the other electrical items and equipments as per the specification in the documents referred in above para (i).
- (iii) The successful bidder will also be required to do the other works arising out of shifting of office equipments/furniture in space allocated to the ASK. The work shall be specified during physical inspection along with the successful bidder.
- (iv) The successful bidder can carry out the work subject to approval by the Committee constituted for setting up of ASK or any other person nominated by the Committee.
- (v) The material to be used shall be as per the specifications given in the document as referred in para (i) above.
- (vi) The successful bidder shall complete the work of ASK within 21 days of receipt of work order.

21. Eligibility Criteria for the Bidders:

- (i) The bidder should be regularly filing Income Tax Return and also have registration under GST.
- (ii) The bidder should be able to give names of at least three clients of repute for judging the quality of work.
- (iii) The bidder should not have been blacklisted or debarred from participating in the bidding at any point of time by any of the Central or State Government, Semi Government or any other Agencies at any point of time. A self-certificate to this effect should accompany the Technical Bid.
- (iv) Bidder should have turnover of Rs. 1 Crores (One Crore) or more in any of last three financial years i.e. FY 2015-16, FY 2016-17 and FY 2017-18.
- (v) Bidder should have experience of executing at least two successful work orders of ASK.
- (vi) Bidder shall furnish duly executed indemnity bond in Annexure-A and Integrity Pact in Annexure-B.

22. The tender forms comprising signed Tender document containing terms and conditions, Technical Bid and Financial Bid duly filled and complete in all aspects, shall be dropped in a drop box in single sealed cover in the O/o Addl. CIT (HQ) Projects & TPS, , Room No. 380, 3<sup>rd</sup> Floor, Aayakar Bhawan, M. K. Road, Mumbai-20.

23. INSTRUCTIONS TO THE BIDDERS:-

- (i) The bidder shall clearly indicate on envelope the name of the tender (i. e. **Tender for Aayakar Seva Kendra, Kautilya Bhavan, Bandra Kurla Complex, Mumbai – 400 051**), and name, address & contact number of the bidder.



- (ii) Each page of the tender document should be signed by the bidder with seal of the Agency or Firm as a token of having read and understood the terms and conditions therein and to be submitted along with the bid form.
- (iii) The bid amount is to be written in both figure and word.
- (iv) The bid amount should be inclusive of all taxes/charges/levies etc.
- (v) The bid shall be rejected if it is not complete in any respect.
- (vi) Furnishing of false, misleading, inaccurate information or particulars in the bid document shall lead to the disqualification of the bid and bidder at any stage or time. It shall also lead to termination of the contract, if awarded.
- (vii) The bidder to whom the work is awarded would furnish name, address and contact number of the person with whom the department/controlling officer will keep contact, with regard to progress of work by such successful bidder on day to day basis.
- (viii) During the period of execution of work, any change in bid amount shall not be entertained under any circumstances.

**Terms of Payment:** Payment of 100% of the contract amount shall be processed after satisfactory completion of all the specified work.

We agree to the above terms and conditions.

Signature with date-----

Name of the Firm/Agency -----

Seal-----

**ANNEXURE-I**  
**TECHNICAL BID DOCUMENT**

1	Name of the applicant/Bidder	
2	Complete Address of the concern along with Tel. No., Fax No. and e-mail id	
3	Name and address of the Proprietor/Partners and/or directors of the concern with Tel. no.	
4	Name, Address and Contact Details of Contact Person(s)	
5	A brief note on background of the applicant including professional qualification and experience in the field of designing and supervision of office/commercial projects(Not to exceed 200 words)	
6	Permanent Account Number(PAN)	
7	Annual turnover during the FY 2015-16, FY 2016-17 and FY 2017-18 (Copy of return of income filed along with P&L Account, Balance Sheet etc. should be enclosed as Proof)	
8	Details of ASK established by the bidder along with work completion certificate of at least two such ASK to be attached	
9	List of at least three reputed clients with nature and value of job done	
10	GST Registration Number	
11	Whether self-certificate satisfying the eligibility criteria is attached as required in Para 21 (iii) of Tender Documents.	YES/NO
12	Whether DD of Rs. 1,00,000/- as EMD is attached as per Para 17 of Tender document	YES/NO
13	Whether every page of tender documents containing terms and conditions signed by the bidder.	YES/NO
14	Whether bidder has provided Integrity Pact	YES/NO

**DECLARATION**

**I/We hereby certify that the information furnished above is full and correct to be best of my/our knowledge and belief. I/We understand that if any deviation is found in the above statement at any stage, the applicant/ bidder shall be black listed and shall not have any dealing with the department in future.**

**I/We hereby further certify that I/We have read and understood the terms and conditions mentioned in the tender document and as a token of it signed every page of tender document enclosed.**

**(Name and signature of authorized signatory with date)**

**ANNEXURE-II**  
**FINANCIAL BID DOCUMENT**

1	Name of the Proprietor/Registered Firm/ Company	
2	Address of concern(With Tel. No., Fax & E-mail)	
3	Authorized contact person(s)with mobile no.	
4	Bid amount for the ASK Project Work (in Rs. Both in figure and word) inclusive of all applicable taxes etc.	

[Note: All materials and equipments supplied must meet the standard including brand and quality specified in the STANDARD BRANCH LAYOUT AND SPECIFICATION BOOKLET FOR SEVOTTAM CENTRES which may be obtained from the office of the **Addl. CIT (HQ) Projects & TPS, Room No. 380, 3<sup>rd</sup> Floor, Aayakar Bhawan, M. K. Road, Mumbai-20.**]

(Name and signature of authorized signatory with date)



### ANNEXURE-III

#### **Indicative Details of Scope of the Work**

##### **A) Electrical and Electronics Equipment**

Sl. No.	Items	Quantity
1	LED TV of Sony/Samsung /LG or any other reputed brand	2
2	Xerox Machine (Ricoh or any other reputed brand having Color output: Black & White with Print, Photocopy ,Multifunction & Scan facility)	1
3	HP/DELL Computer or any other reputed brand having specifications- Intel(R) core i5, 3.3 GHz processor , 4GB Ram-DDR 3, expandable upto 16GB , 1 TB HDD ,18.5/19.5 TFT LED Monitor, Window 10 Pro Operating system	13
4	MS Office 2016 (along with installation)	13
5	Total Security (Antivirus + Internet Security) (Ransomware Protection, Malware Protection, Web Security, e-mail Security, data theft protection, etc. including feature of automatic detection and removal of virus, Trojan, malware etc. (along with installation)	13
6	Laser Jet Printer (Canon/HP/Epson or any other equivalent brand) having Single function Print only, Printer output Black & White, USB connectivity, Print speed upto 18 ppm B/W	12
7	Bar Code Printer having 200 MHz, 32 Bit Risc Processor, 8 MB Sd RAM, 4MB flash Memory.	11
8	Multifunction Printer of HP/Cannon/Epson or any other reputed brand *Multifunction (Print , Scan, Copy) * Printer O/P: B&W * Duplex Printing – Automatic * Wifi Connectivity, USB, Ethernet * Print speed upto 20ppm * Print resolution 1200 x 1200 dpi or more	2
9	Token System of any reputed brand (wireless)	1
10	Information Kiosk of any reputed brand (wireless)	1

##### **B) Furniture Fixtures & Interior Decoration**

Sl. No.	Items	Quantity
1	Drop Box	1
2	Book Display Unit	1
3	Xerox table cum storage unit	1

##### **C) Other Works**

Sl. No.	Items	Quantity
1	Signage Display Boards	As per standard Guidelines of Savottam Centre Documents
2	Q manager poll	12 (Pair)

For further details, please refer standards and specifications in the STANDARD BRANCH LAYOUT AND SPECIFICATION BOOKLET FOR SEVOTTAM CENTRES.

**ANNEXURE-A**  
**INDEMNITY BOND**

(To be executed by the Bidder on the Stamp Paper of Rs. 500/- subsequent to award of contract)

This INDEMNITY made on \_\_\_\_ (Date) \_\_\_\_ day of \_\_\_\_ (Month) \_\_\_\_ of 2019 between \_\_\_\_ (Name & Address of the Applicant) \_\_\_\_ (hereinafter referred to as the "Indemnifier", which expression shall unless excluded by or repugnant to the context includes its executors, administrators, legal representatives and assigns ) of the ONE PART and the Income-tax Department (hereinafter referred to as "the department" which expression shall unless excluded by or repugnant to the context includes its executors, administrators, legal representatives and permitted assigns) of the OTHER PART

2. WHEREAS by our contract agreement dated \_\_\_\_ between \_\_\_\_ for setup of Aayakar Seva Kendra (ASK) at the Income Tax Department Office Building "Kautilya Bhavan" on Plot No. C-41 to C-43, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051 and \_\_\_\_, I/we agree to supply & install all the specified items, required services and to complete the required works on or before \_\_\_\_.

3. NOW THIS PRESENTS WITNESSES AS FOLLOWS:

Pursuant to the said Agreement and in consideration of the premises, I/we, the Indemnifier hereby agree and undertake to indemnify and keep the department indemnified

3.1 Against any claim which could arise under any statutory rules/regulations/notifications or any of the labour laws or otherwise in respect of any damages or compensation in consequence of any accident, injury sustained, to lay off the personnel engaged by me/us or other persons whose entry into the office of the Income Tax Department "Kautilya Bhavan", has been authorized by me/us.

3.2. Against any loss to the property and assets of the department which have been caused by negligence or unlawful activity of the personnel deployed by me/us in the premises of the department. We also indemnify that the decision of the administration as to the cost of damages caused shall be final and shall be deducted from outstanding dues payable to me/us.

3.3 Against any claims, losses, expenses which the department may suffer or incur as a result of breach of contract.

3.4 I/we further indemnify and keep the department indemnified that I/we shall be responsible for the conduct of all personnel deployed by me/us and shall be legally liable for any harm or loss arising to any person whomsoever, in whatever form, from any misconduct or any act of negligence, omission or commission, whether intentional or otherwise, by me/us or any of the personnel, agents and others deployed by me/us in the course of providing any services stated in this contract, and I/we shall bear full responsibility and cost of the same.

3.5 I/we further agree that the indemnity hereinabove contained shall remain in full force and effect during the currency of the contract and that it shall continue to be enforceable till all dues under or by virtue of the said contract have been fully paid and all claims are discharged or till the department is satisfied that the terms and conditions of the joint agreement have been fully and properly carried out by me/us.

3.6 I/we also undertake not to revoke this indemnity during its currency of contract and the department shall not be liable for any loss or harm to any person within or outside the premises of the department from any act of omission or commission of any of the personnel, agents any others deployed by me/us in the course of providing any services stated in this contract.

3.7 I/we also indemnify the department and/or its employees against all actions, claims, costs, damages, proceedings, suits or any other consequences whatsoever which shall or may be brought or made against the department and/or its employees by anyone whomsoever or which the department may pay, suffer or sustain due to non-compliance of terms and conditions of or representation therein by or on behalf of the Indemnifier.



3.8 Without prejudice to the above, I/we further indemnify that I/we shall be liable to reimburse the department of any cost, legal liability, penalty or fine imposed on the department by any authority, because of any misconduct or any act of omission or commission, whether intentional or otherwise, by me/us or any of the personnel deployed by me/us in the course of providing any services stated in this contract.

4. IN WITNESS WHEREOF THE above named (Name of Indemnifier) has/ have executed these presents on the day, month and year first written above Signed and delivered by the within named

IN THE PRESENCE OF  
WITNESS:

Signature(s) of the Indemnifier(s)



## **ANNEXURE-B INTEGRITY PACT**

**(To be submitted on Rs. 100/- stamp paper)**

**The Principal Chief Commissioner of Income-tax, Mumbai (represented by the Authorized Person),** having office at Room No. 373, 3<sup>rd</sup> Floor, Aayakar Bhavan, M.K. Road, Mumbai - 400 020, hereinafter referred to as the 'the department',

AND

(Name of the Applicants and consortium members) ..... hereinafter referred to as "The bidder/service provider/contractor".

**Preamble:** The Income - tax Department intends to award, under laid down organizational procedures, contract for Tender No. .... The department values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its applicants. The Central Vigilance Commission (CVC) has been promoting integrity, transparency, equity and competitiveness in Government / PSU transactions and as a part of Vigilance administration and superintendence, CVC has recommended adoption of Integrity Pact and provided basic guidelines for its implementation in respect of major procurements in the Government Organizations.

### **Section 1. Commitments of the Department**

**(1)** The department commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

(a) No employee of the department, personally or through family members, shall in connection with the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

(b) The department shall, during the pre-contract stage, treat all bidders alike, and shall provide to all bidders the same information and shall not provide any such information to any particular bidder which could afford an advantage to that particular bidder in comparison to other bidders.

(c) The department shall exclude from the process all known prejudicial persons.

**(2)** If the department obtains information on the conduct of any of its employees which is a criminal offence under the relevant anti-corruption laws of India, or if there be a substantive suspicion in this regard, the department shall inform its Vigilance Office and in addition can initiate disciplinary actions. In such a case, while an enquiry is being conducted by the department, the proceedings under the contract would not be stalled.

### **Section 2. Commitments of the Bidder / Service Provider / Contractor**

**(1)** The bidder/service provider commits themselves to take all measures necessary to prevent corrupt practices, unfair means and illegal activities, during pre-contract as well as post- contract stages. He commits himself to observe the following principles during the contract execution.

(a) The bidder/service provider shall not, directly or through any other person or firm, offer, promise or give to any of the department's employees involved in the execution of the contract or to any third person any material or immaterial benefit, which he/she is not legally entitled to, in order to obtain in exchange of advantage of any kind, whatsoever during the execution of the contract.

(b) The bidder/service provider shall not enter with other bidder 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 tender process.

(c) The bidder/service provider shall not commit any offence, under the relevant anticorruption laws of India; further the bidder/service provider shall not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the department, as part of the business relationship, regarding plans, technical bids and business details, including information contained or transmitted electronically.

(d) The bidder shall not collude with other parties interested in the contract to impair the transparency, fairness and progress of the tender process, bid evaluation, contracting and implementation of the contract.



(e) The bidder/service provider shall, 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.

(f) The bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

(g) The bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Income-Tax Department.

(2) The bidder/service provider shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3. Disqualification from or exclusion from future contracts**

1. If the bidder, before award of contract, has committed a transgression, through a violation of Section-2 or in any other form, such as to put his reliability as bidder, into question, the department is entitled to disqualify the bidder from the tender process, or to terminate the contract, if already signed, for such reason.

2. If the bidder/service provider has committed a transgression, through a violation of Section-2, such as to put his reliability, or credibility into question, the department is entitled to disqualify the bidder/service provider from the tender process, terminate the contract if already awarded and also, to exclude the bidder/service provider from future contract award processes. The imposition and duration of the exclusion shall be determined by the severity of the transgression. The severity shall be determined, by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the hierarchy of the concern of the applicant and the amount of the damage. The execution shall be imposed for a minimum of 6 months and maximum of 3 years.

3. The applicant accepts and undertakes to respect and uphold, the department's absolute right to resort to and impose such exclusion and further accepts and undertakes, not to challenge or question such exclusion, on any ground, including the lack of any hearing before the decision, to resort to such exclusion is taken.

### **Section 4. Compensation for damages**

1. If the department has disqualified the applicant, from the tender process prior to the award, according to Section-3, the department is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If the department has terminated the contract according to Section-3, or if the department is entitled to terminate the contract according to Section-3, the department shall be entitled to demand and recover from the bidder/service provider, liquidated damages equivalent to 5% of the contract value, or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.

3. The bidder agrees and undertakes to pay the said amounts, without protest or demur.

### **Section 5. Previous transgression**

1. The bidder declares that, no previous transgression has occurred in the last 3 years, with any other company, in any country, or with any other Central/State Govt. organization or PSU, that could justify his exclusion from the award of the contract.

2. If the bidder makes incorrect statement on this subject, it can be declared disqualified for the purpose of the contract and the same can be terminated for such reason.

3. The bidder or any of its partners/directors, etc., should not have been blacklisted/debarred by any of the government agencies or should not have been found to be guilty of moral turpitude or convicted of any economic offense or with violation of any labour laws, etc. by any court or any authority appointed to enforce any labour laws.

### **Section 6. Equal treatment of all Bidders/Service Providers/Sub-Contractors**

1. The bidder/service provider undertakes to demand from all sub-contractors, a commitment in conformity with this Integrity Pact, and to submit it to the department before contract signing.

2. The department shall enter into agreements with identical conditions as this one which all bidders, service providers and sub-contractors.

3. The department shall disqualify all bidders from the tender process, who do not sign this part or violates its provisions.

**Section 7. Criminal charges against violating Bidders/ Service Providers**

1. If the department obtains knowledge of conduct of a bidder/service provider or sub-contractor, or of an employee, or a representative, or an associate of a bidder/service provider, or sub-contractor, which constitutes corruption, or if the department has substantive suspicion, in this regard, the department shall take necessary action accordingly.

**Section 8. Pact Duration**

1. This pact begins when both parties have signed it. It expires 12 months after the last payment under the contract agreement is made.

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

3. The Pact duration in respect of unsuccessful bidders shall expire after 3 months of the award of the contract.

**Section 9. Other Provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the department, i.e. Mumbai, Maharashtra

2. Changes and supplements as well as termination notices, need to be made in writing, before they become effective and binding on the both parties.

3. If the bidder / service provider is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

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

For the Department

For the Bidder/Service Provider Place: Mumbai.

Witness-1 : .....

Witness-2 : .....

Date :