



## **NOTICE INVITING TENDER**

**“PROPOSAL FOR HIRING OF C&AG EMPANELLED  
CHARTERED ACCOUNTANT”.**

**LAND PORTS AUTHORITY OF INDIA**  
**Department of Border Management**

**NAME OF WORK: “PROPOSAL FOR HIRING OF C&AG EMPANELLED  
CHARTERED ACCOUNTANT”**

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Certified that this tender document contains pages 1 to 22 and BOQ.

**Director (Operations),**  
Land Ports Authority of India,  
1<sup>st</sup> Floor, Lok Nayak Bhawan  
Khan Market, New Delhi – 110 003  
Email [dir.opr-lpai@gov.in](mailto:dir.opr-lpai@gov.in)  
Contact No. :011-24340765

**LAND PORTS AUTHORITY OF INDIA**

**Ministry of Home Affairs  
Department of Border Management  
1<sup>st</sup> Floor, Lok Nayak Bhawan  
New Delhi – 110003**

**REQUEST FOR INVITING PROPOSALS FOR HIRING OF C&AG EMPANELLED  
CHARTERED ACCOUNTANT**

**Reference No. F. No. F-28011/Hiring/CA/2023**

LPAI a Grantee Institution intends to invite online proposals through e-tendering available from 27.10.2023 eligible Chartered Accountants CA/CWA firms based at Delhi/NCR, having experience related to Preparation of Commercial Accounts/Annual Accounts and Audit of Central Autonomous Bodies (CAB)/Public Sector Undertakings (PSUs)/Filing of Income Tax Returns/GST Returns/GST TDS Returns etc. (monthly, quarterly, annually) etc. as defined under scope of work RFP Document for the FY 2023-24. The RFP document is available Online from 27.10.2023 and last date of submission of the bids is 09.11.2023 till 1200 hrs. The estimated fee is **Rs. 6,50,000/- per annum (Rupees Six Lakh Fifty Thousand Only)** inclusive of all taxes.

RFP document may be downloaded from CPP portal:  
<https://eprocure.gov.in/eprocure/app>

**Critical Data Sheet**

Publishing Date	27.10.2023
Bid Document Sale Start Date	27.10.2023 from 1200 hrs
Clarification Start Date	27.10.2023 from 1200 hrs
Clarification End Date	04.11.2023 from 1730 hrs
Bid Submission Start Date	27.10.2023 from 1200 hrs
Bid Submission End Date	09.11.2023 upto 1200 hrs
Bid Opening Date	10.11.2023 upto 1200 hrs
Last Date for Online submission of tender fee, EMD and other online supporting documents & Technical Bid	09.11.2023 upto 1200 hrs

Companies having MSME Certificate have been exempted as per provisions of Act.

Tender fee (Non-Refundable) of Rs. 2,360/- (Rs 2,000/- tender fee + Rs 360/- GST) will be required to be paid through E-Payment to LPAI Bank Account No. **3717567248**, Central Bank of India, Khan Market, New Delhi, IFSC Code: CBIN0280310. The hard copy of E-payment

receipt in respect of cost of tender document must be delivered to the Director (Operation), LPAI, Ministry of Home Affairs, Deptt. of Border Management, 1<sup>st</sup> Floor, Lok Nayak Bhawan, Khan Market, New Delhi-110003 on or before the stipulated date and time as stated above.

Original Bid Security/EMD amounting to Rs. 50,000/- either online payment mode or in the form of Demand Draft from a Scheduled Bank but not from any Co-operative or Gramin Bank drawn in favor of Land Ports Authority of India payable at New Delhi is to be submitted. It is mandatory for bidders to provide their Banker's details (Name of Bank & Branch) along with their own bank details (Account No., Name of Account Holder).

For the Earnest Money Deposit (EMD) submitted through online payment mode/Bank Guarantee (BG) of value as stipulated above a scanned copy shall be submitted in Envelope-I in relevant section on the e-tendering portal. In this scenario the original Demand Draft is required to be submitted to **Director (Operation), LPAI, Ministry of Home Affairs, Department of Border Management, 1<sup>st</sup> Floor, Lok Nayak Bhawan, Khan Market, New Delhi-110003 on or before the stipulated date and time as stated above.**

**1. Bid Submission:**

- Bidders are advised to visit this website regularly to keep themselves updated as any change
- modification in the RFP will be intimated through this website only.
- Bids shall be submitted online only at CPP portal: <https://eprocure.gov.in/eprocure/app>.
- Bidders are advised to follow the instructions "Instructions to Bidder for Online Bid Submission" provided in the Annexures 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.
- Pre-Contract-Integrity Pact on Appendix-I

**Following envelopes shall be submitted through online CPP-Portal by the bidder.**

**Envelope-I-** *Containing Scanned copy of E-Payment receipt of tender fees paid online to Land Ports Authority of India and qualifying requirements of Chartered Accountant Firms and Technical Bid containing scanned copy of Unconditional Acceptance of LPAI's RFP Document Conditions, EMD.*

**Envelope II:** *Financial e-Bid shall be submitted in 'Items' section of e-tendering portal.*

The tenderer shall submit their applications by downloading the "Pre-Qualification Proforma" from the e-tendering portal fill up the required information and upload the digitally signed file of scanned documents and firm's bio-data in support of their meeting each criterion mentioned below in the CPP Portal. Uploading of application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.

**LAND PORTS AUTHORITY OF INDIA  
1<sup>ST</sup> FLOOR, LOK NAYAK BHAWAN, KHAN MARKET, NEW DELHI-110003**

**REQUEST FOR PROPOSAL (RFP) FROM CHARTERED ACCOUNTANT FIRMS  
FOR  
APPOINTMENT OF CHARTERED ACCOUNTANT FOR LPAI HQ, NEW DELHI  
FOR THE FINANCIAL YEAR 2023-24 extendable by 03 Years on Mutual consent**

The Land Ports Authority of India (LPAI), is a Grantee Institution of the Department of Border Management, under the administrative control of Ministry of Home Affairs (MHA), Government of India, invites Request for Proposal (RFP) from Chartered Accountant Firms (CA Firms) for appointment of Chartered Accountant for its LPAI HQ situated in New Delhi.

The eligibility criteria and other details have been mentioned in the RFP document which can be downloaded from website <https://eprocure.gov.in/eprocure/app>. The last date for submission of bid is 09.11.2023 by 1200 hours and shall be opened on 10.11.2023 at 1200 hours.

The LPAI reserves the right to cancel the bid at any moment of time without assigning any reason.

The Financial bid with respect to technically qualified bidder shall be opened on later date that will be intimated to the qualified bidders through email.

**REQUEST FOR PROPOSAL FROM CHARTERED ACCOUNTANT FIRMS FOR  
APPOINTMENT OF CHARTERED ACCOUNTANT FOR LPAI HQ, NEW DELHI-110003  
FOR THE FINANCIAL YEAR 2023-24**

**1. TERMS OF REFERENCE**

**a) Brief Introduction**

The Land Ports Authority of India was established under the LPAI Act, 2010 on 01.03.2012. It functions as a statutory body under the Department of Border Management, Ministry of Home Affairs with representations from allied Ministries or departments such as Ministry of External Affairs, Ministry of Commerce and Industry, Ministry of Road Transport and Highways, Ministry of Railways, Department of Revenue. LPAI liaison with the concerned state governments and respective border guard forces like Border Security Forces (BSF), Sashastra Seema Bal (SSB) and Assam Rifles deployed at several points along India's international borders.

Land Ports Authority of India is mandated to plan develop, construct, manage and maintain Integrated Check Post, LPAI provides "single window" infrastructure facilities.

As a Grantee institution organization, the Department of Border Management, Ministry of Home Affairs, the expenditure towards the development of ICPs and day to day expenses of ICPs are being made from the Grants-in-Aid provided by the Ministry. At present there are approximately 10 ICPs located at various international borders of India are in function.

The Authority prepare its Annual Statement of Accounts including the Income and Expenditure Accounts or Profit and Loss Account, Receipts and Payment Accounts and Balance Sheet in the format of the Financial Statements laid down by the Government of India in the Ministry of Finance under Rule 209 of the General Financial Rules, 2005 and as specified in forms I to III and Schedules 1 to 25 which form part of the accounts and mentioned in LPAI Act, 2010. The Accounts of LPAI HQ are being examined by the Chartered Accountants (CA) Firms selected out of the list of CA firms provided by Comptroller & Auditor General of India (C&AGI) and submitted to C&AG after approval of the LPAI Board.

**b) Manpower**

At least one senior qualified CA having 7 years of experience with a team of 2-3 Senior Assistant may be deputed to look after the work.

**c) The firm shall not undertake to sub contract the work and will have to visit LPAI and attend the meetings as per requirements of work and instructions of Under Secretary (Finance), LPAI.**

**2. SCOPE OF WORK**

- i. To finalize the books of accounts and the prepare Financial Statements for the FY 2023-24, after Reconciliation and Checking of Accounts with Bank Statement each month wise and to identify any error if any, in order to carry out correct entries directly after identifying the source of each adjustment i.e Ledger, Journal and Subsidiary and Supporting Records.

- ii. Advice the organization on proper accounting and financial compliance after scrutiny of books of account for FY 2023-24/2024-25.
- iii. Discussion on various issues related to Income Tax. Scrutiny of IT etc. Returns before filing Review, Reconcile and Analysis of TDS. To prepare and file Income Tax Returns on monthly/ quarterly/annually with proper reconciliations related to Salaries, Professional Services/Contractual etc. Timely issuance of TDS Certificate like form 16, 16A etc.
- iv. Timely Filing of Income Tax Return per annum and Audit Report Certification Form 10 BB. Filing of revised returns of the company if any.
- v. Filing of reply to any notice received from Income Tax and other tax department relating to any concern matter of LPAI.
- vi. Review, Reconcile and Analysis of GST Advices/Preparations thereof timely and monthly Filing of GSTR-1, GSTR3B and GSTR-7, GST TDS, GST in respect of LPAI, HQ and ICPs of LPAI.
- vii. Representation before the Income Tax Department/Tax Department on specific issue in the assessment and their proceedings.
- viii. Examine the Grants received from Ministry with condition of Grant-in-Aid and utilization of grants as per condition if any.
- ix. Preparation of Depreciation Charts by considering addition and deletion of fixed assets.
- x. Examine the Advances including FBTS Advances, Receivable Security Deposit etc.
- xi. Physical verification of assets.
- xii. Preparation of audit report according to the compliances and presentation of the same to the management which will include revenues collected and expenses incurred by the society during the financial period.
- xiii. Any queries from Income Tax Department related to LPAI during his tenure.
- xiv. To advice the organization in preparing replies to audit objection raised by C&AG auditor relating to tax matters/accounts etc.

### **3. SCHEDULE FOR COMPLETION OF WORK**

The firm will have to start the work immediately on award of contract and complete the work as specified above under scope of work and as per time schedule laid down by LPAI.

### **4. TIME PERIOD FOR ENGAGEMENT**

CA Firm will be appointed for the financial year 2023-24. No changes in the payment fees shall be allowed after awarding the contract and in case the same is sought it will be considered non-compliance of RFP and performance security shall be forfeited. The selected CA firm may be re-appointed up to a maximum period of three years on annual basis depending upon their satisfactory performance in the previous year on the same terms and conditions of RFP.



## 5. PRE-QUALIFICATION CRITERIA OF THE CA FIRM

The bids of only those CA firms will be considered, which satisfy the following eligibility criteria:

- i) The Chartered Accountant Firm should be empaneled with the office of C&AG of India for the Financial Year 2023-24.
- ii) The Chartered Accountant Firm is required to have Income Tax Permanent Account Number (PAN) and GST Registration Number.
- iii) The CA Firm should have its Headquarter or Branch Office at New Delhi.
- iv) A self-certification that the neither the partners nor the firm in any manner have been black listed by any Government Departments, C&AG, PSUs or any other organization in respect of any assignment or behavior. The firm has to submit the No Blacklisting Certificate as per **Sub-Annexure-A-1**.
- v) The CA firm should submit their turnover for the last three years in the format attached at **Sub-Annexure-A-2**. LPAI HQ, New Delhi minimum turnover requirement are as under:-

Average Turnover	LPAI HQ, NEW DELHI
Rs.50 lakhs	<i>Sub-Annexure-A-2 attached</i>

- vi) The CA Firm should have been in operation for minimum 07 years. The firm should have undertaken and completed at least 5-7 such assignments as well as assignments related to Audit of Annual Accounts of Central Autonomous Bodies (CAB) / other organization preferably in education field/ Public Sector Undertakings (PSUs), as Centre-wise details given below. Firms should submit details of experience required in format attached at **Sub Annexure – A-3**.

Minimum period of operation	Minimum number of assignments in CAB and PSUs etc.	Remarks
07 Years	5-7 Assignments	<i>Sub Annexure – A-3 attached</i>

- vii) The CA firm should have at least 5 partners (qualified Chartered Accountants) with relevant experience and engaged in full time work related to Chartered Accountant work as cited under scope of work and submit details in format attached at **Sub Annexure–A-4**. LPAI HQ requirement are as under:

Name of Partners	Remarks
5	<i>Sub Annexure–A-4 attached</i>

- viii) The CA Firm is eligible for submitting bid only for LPAI HQ, New Delhi.

## **6. PAYMENT TERMS**

- i. The professional fee quoted by the firm shall be valid for the entire contract period. Payment shall be made only on completion and submission of work in due course of time duly verified and signed.
- ii. Invoice should be raised in favor of Director (Operation), LPAI HQ, New Delhi.
- iii. Statutory Taxes will be paid at prescribed rate prevailing during the contract period.
- iv. TDS will be deducted as per prevailing rates prescribed in the Income Tax Act from all payment made by LPAI.
- v. The payment will be released within 30 days time on receipt of invoice.

## **7. OTHER GENERAL TERMS**

- i) Format of Application must be completely filled in. Incomplete applications will be rejected outright.
- ii) Please ensure that date of establishment of registered office, Branch office, details of all partners into the firm should be invariably indicated in the application.
- iii) The Scope of work indicated is only tentative and actual scope of work will be issued with approval of Competent Authority.
- iv) All submitted documents should be signed by a Managing Partner with his name and under the seal of the firm.
- v) Any application received after the stipulated date & time, due to any reason whatsoever, will be rejected outright.
- vi) No proposal shall be entertained in joint venture/Consortium.

## **8. LIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH APPLICATION**

- i) Registration certificate of the firm issued by the Institute of Chartered Accountants of India (ICAI).
- ii) Copy of Membership Card of the Partners issued by ICAI.
- iii) Copies of appointment orders for IT work/GST/Statutory Audit/Preparation of Annual Account etc. in Autonomous Bodies/PSUs in support of work experience.
- iv) Copy of PAN card of the CA Firm.
- v) Copy of GST Registration Number of the Firm.
- vi) Copy of empanelment letter of C&AGI for the financial year 2023-24.
- vii) Copies of Balance sheet and Profit & Loss Account of last three years (2020-21, 2021-22 and 2022-23).
- viii) Certificate of No Blacklisting as per *Sub-Annexure-A-1*.

9. The committee of LPAI reserves the right to accept or reject any or all the offers received or cancel bidding process prior to award of any contract, without assigning any reason whatsoever.
10. Selection of firm will be done only after detailed scrutiny of the credentials of the firm.

**11. SUBMISSION AND EVALUATION OF THE RFP (Online)**

Interested firms meeting all the pre-qualification criteria as mentioned in point-2 above may submit their offer in the prescribed Annexure /sub-Annexure of the RFP.

- i) **Annexure-II** duly filled pre-qualification-cum-technical Bid along with all supporting documents duly signed with Seal of the authorized partner and should be submitted in a sealed envelope superscribed as 'PRE-QUALIFICATION AND TECHNICAL BID FOR Request for Proposal (RFP) Reference No. F.No. F-28011/Hiring/CA/2023
- ii) **Annexure-III** duly filled Financial Bid for LPAI HQ should be submitted separately in a separate sealed cover superscribed as 'FINANCIAL BID FOR Request for Proposal (RFP) Reference No. F. No. F-28011/Hiring/CA/2023
- iii) The above two envelopes containing **Annexure II and Annexure III** should be placed in one covering envelop and sealed superscribed as Request for Proposal (RFP) FOR APPOINTMENT OF CHARTERED ACCOUNTANT FOR LPAIHQ.
- iv) The Technical bid should not contain any indication of price offered; else the entire bid will be rejected.

**Director (Operation), LPAI**  
1<sup>st</sup> Floor, Lok Nayak Bhawan,  
Khan Market, New Delhi-110003  
Email id: [dir.opr-lpai@gov.in](mailto:dir.opr-lpai@gov.in)

**PRE- QUALIFICATION-CUM-TECHNICAL BID**  
**(To BE FILLED IN BY BIDDER AND ENCLOSE SUPPORTING AS INDICATED)**

S.No.	Particulars	
1	Chartered Accountant Firm	Name & address of the firm
		Name & Address of authorized partners
		Telephone Number with STD code
		Mobile No.(s) of Partners
		E-mail ID
		(Submit copy of supporting document regarding address of the firm)
2.	Pre-qualification Criteria	
a)	The CA Firm is required to have Income Tax Permanent Account Number (PAN) and GST Registration Number.	PAN number of the CA Firm (Submit Copy) GST Registration Number (Submit Copy)
b)	The CA Firms has to be empaneled with C&AG of India.	Empanelment Number (Submit copy of Evidence)
c)	The average gross professional fee received/earned by the firm in last three financial years (2020-21, 2021-22 and 2022-23) as Centre-wise mentioned in the RFP document.	Details to be provided as per SUB-ANNEXURE A-2
d)	The CA Firm should have at least 07 years' experience in preparation of Commercial Accounts/Annual Accounts and Audit of Central Autonomous bodies (CAB)/ Public Sector Undertakings (PSUs), Audit of Annual Accounts of Central Autonomous Bodies/Filing of Income Tax Returns/GST Returns/ GST TDS Returns etc. (monthly, quarterly, annually) as defined in scope of work.	Details to be provided as per SUB-ANNEXURE A-3.
e)	The CA firm should have at least 5 qualified CA partners with relevant experience and engaged in full time Audit work as mentioned in the RFP document.	Partners: - FCA, ACA Details to be provided as per Sub Annexure-A4
f)	Pre Contract integrity pact [ <b>As per Requirements for bid submission document, Format as per Appendix -I</b> ]	

Certified that the above particulars are correct. In the event of any information found to be incorrect, be it at any time. LPAI HQ is a liberty to reject the proposal/work awarded to this CA Firm.

Date:  
OFFICE SEAL

Signature:  
Name:  
Designation:

FINANCIAL BID in respect of LPAI HQ, New Delhi  
(To be filled by bidder)

Name & address of the firm: -

(Figures in Rupees)

S.No	Description of Service	2023-24
1	<b>LPAI HQ, New Delhi</b> Professional fees quoted should be as lump sum amount for all matters (Prepare the account/finalize Annual Account, Filing of TDS monthly/quarterly after proper reconciliation, GSTR-1, GSTR3B and GSTR-7, GST TDS etc. as specified under scope of work point 4 (i) to (xiv) inclusive of all taxes.	
	Total (1)	

(Amount in words \_\_\_\_\_ only)

Note: a) In case of discrepancy in the amount depicted above in figures and words, lower amount will be considered.

b) The above fee is inclusive of out-of-pocket expenses including local travel.

Self – Declaration – No Blacklisting

(On the letter head of the Firm)

To,

Director (Operation),  
Land Ports Authority of India  
1<sup>st</sup> Floor, Lok Nayak Bhawan  
Khan Market, New Delhi-110003

In response to the Request for Proposal (RFP) for selecting Chartered Accountant for LPAI HQ, New Delhi for the financial year 2023-24, I/ We hereby declare that presently our Chartered Accountant (CA) .....is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State / Central Government / PSU / Autonomous Body.

We further declare that presently our CA firm..... is not blacklisted and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/PSU/Autonomous Body on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my / our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Signatures\_\_\_\_\_

Name \_\_\_\_\_

Seal of the CA Firm \_\_\_\_\_

Place\_\_\_\_\_

Date\_\_\_\_\_

Details of CA Firm's professional income  
(Gross professional Fees received/earned)

*(Rupees in lakhs)*

Particulars	Financial Year 2020-21	Financial Year 2021-22	Financial Year 2022-23
Gross Professional fees received/ Earned			

Furnish the copy of the Profit & Loss Account and Balance Sheet as documentary evidence in support of the information provided above.

Date:  
OFFICE SEAL

Signature:  
Name:  
Designation:

**Details of CA Firm's Experience of Similar Services as per details in RFP Document**  
**(Seven years)**

S.No.	Name of the assignment	Name of Assignment (start date/ End date)	Name of the organization	Nature of Assignments (Please specify the work involved as detailed in scope of work)	Details of Supporting Documents provided
1.					
2.					
3.					
4.					
5.					
6.					
7.					

Furnish the copy of the documentary evidence in support of the information provided above.

Please attach additional sheets, if required.

Date:  
OFFICE SEAL

Signature:  
Name:  
Designation:



**Details of CA Firm's Partners**

S.No.	Name of the Member	Designation	Membership No.	Status	
				FCA	ACA
1.					
2.					
3.					
4.					
5.					

Furnish the copy of the documentary evidence in support of the information provided above.

Date:  
OFFICE SEAL

Signature:  
Name:  
Designation

**PRE CONTRACT INTEGRITY PACT**

**General**

This pre-bid / pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ between on one hand, the Land Ports Authority of India, Ministry of Home Affairs, 1st Floor, Lok Nayak Bhawan, Khan Market, New Delhi, acting through Director Operations, Land Ports Authority of India (hereinafter called the "AUTHORITY" which expression shall mean and include, unless the context otherwise requires, his/her successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, (Name of the Service Provider) (hereinafter called BIDDER which expression shall mean and include, unless the context otherwise requires, his/her successors and permitted assigns) of the Second Part.

WHEREAS the AUTHORITY proposes to appoint Handling Service Provider at \_\_\_\_\_ and the BIDDER is willing to execute the items of work / Section as per schedule of work, the work order issued General conditions of the contract of LPAI.

WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership firm constituted in accordance with the relevant law in the matter and the Authority is a statutory body performing its functions on behalf of the Department of Border Management, Ministry of Home Affairs, New Delhi, Govt. of India.

**NOW, THEREFORE,**

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the AUTHORITY to obtain the desired said work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and enabling BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the AUTHORITY will commit to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

**[1] Commitments of the Authority**

[1.1] The Authority undertakes that no official of the AUTHORITY, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

[1.2] The AUTHORITY will, during the pre-Service Provider stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

[1.3] All the officials of the AUTHORITY will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

[2] In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the AUTHORITY with full and verifiable facts and the same is prima facie found to be correct by the AUTHORITY, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the AUTHORITY and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the AUTHORITY the proceedings under the contract would not be stalled.

### **[3] Commitments of BIDDERS**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

[3.1] The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the AUTHORITY, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

[3.2] The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the AUTHORITY or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the AUTHORITY for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the AUTHORITY.

[3.3] The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the AUTHORITY or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

[3.4] The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

[3.5] The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

[3.6] The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the AUTHORITY as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

[3.7] The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

[3.8] The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

[3.9] If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the AUTHORITY, or alternatively, if any relative of an officer of the AUTHORITY has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

[3.10] 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 AUTHORITY

#### **[4] Previous Transgression**

[4.1] The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

[4.2] The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **[5] Sanctions for Violations**

Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the AUTHORITY to take all or any one of the following actions, wherever required: -

[i] To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

[ii] The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the AUTHORITY and the AUTHORITY shall not be required to assign any reason therefore.

[iii] To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

[iv] To recover all sums already paid by the AUTHORITY, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the AUTHORITY in connection with any other contract for any other stores / work such outstanding payment could also be utilized to recover the aforesaid sum and interest.

[v] To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the AUTHORITY, along with interest.

[vi] To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the AUTHORITY resulting from such cancellation / rescission and the AUTHORITY shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

[vii] To debar the BIDDER from participating in future bidding processes of the AUTHORITY for a minimum period of five years, which may be further extended at the discretion of the AUTHORITY.

[viii] To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

[ix] In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the AUTHORITY with the BIDDER, the same shall not be opened.

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

[5.1] The AUTHORITY will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

[5.2] The decision of the AUTHORITY to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

#### **[6] Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the AUTHORITY or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

#### **[7] Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The Place of performance and jurisdiction is the seat of the AUTHORITY.

#### **[8] 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.

#### **[9] Validity**

[9.1] The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the

complete execution of the contract to the satisfaction of both the AUTHORITY and the BIDDER / Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

[9.2] Should one or several provisions of this Pact out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

[10] The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

AUTHORITY

BIDDER

Name of the Officer

Designation

Witness

Witness

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

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

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

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