



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/3184854
Dated/दिनांक : 27-02-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	30-03-2023 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	30-03-2023 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Finance
Department Name/विभाग का नाम	Department Of Expenditure
Organisation Name/संगठन का नाम	Controller General Of Accounts (cga)
Office Name/कार्यालय का नाम	Public Financial Management System
Item Category/मद केटेगरी	Custom Bid for Services - Procurement of Customer Relationship Management Software on payasyougo model
Contract Period	3 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	26 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination

Bid Details/बिड विवरण	
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	7 Days
Estimated Bid Value/अनुमानित बिड मूल्य	5310000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	106200

ePBG Detail/ईपीबीजी विवरण

Advisory Bank	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	38

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Sr Accounts Officer (PAO-PFMS)

Public Financial Management System, Department of Expenditure, Controller General of Accounts (CGA), Ministry of Finance, 3rd Floor, Shivaji Stadium Annexe, Shaheed Bhagat Singh Marg, New Delhi - 110001.

(Shri J N Koli)

Splitting/विभाजन

Bid splitting not applied.

MII Compliance

MII Compliance	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

7. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Additional Qualification/Data Required

Introduction about the project /services being proposed for procurement using custom bid functionality:[1677241236.pdf](#)

Instruction To Bidder:[1677241239.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1677241243.pdf](#)

Scope of Work:[1677241246.pdf](#)

Payment Terms:[1677241253.pdf](#)

GEM Availability Report (GAR):[1677240617.pdf](#)

Service Level Agreement (SLA):[1677241250.pdf](#)

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
13-03-2023 11:00:00	Conference Hall, PFMS, 4th Floor, Shivaji Stadium Annexe, Shaheed Bhagat Singh Marg, New Delhi - 110001.

Custom Bid For Services - Procurement Of Customer Relationship Management Software On Payasyougo Model (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Procurement of Customer Relationship Management Software on payasyougo model
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
1	Birender Singh	110001,Public Financial Management System (PFMS), 3rd floor and 4th Floor, Shivaji Stadium Annexe, Connaught Place, New Delhi	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

The participating bidders (Bidder/OEM of the offered Solution) are requested to fulfill all the conditions detailed in the document "Detailed Terms of Reference" attached with the bid document.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी

गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

Public Financial Management System Division
O/o Controller General of Accounts
Department of Expenditure
Ministry of Finance, Government of India

Detailed Terms of Reference for GeM Bid no.
GEM/2023/B/3184854
for
Hiring of Service Provider for implementation of CRM Solution
(Ticketing System) in PFMS

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I. INTRODUCTION ABOUT THE PROJECT/SERVICES BEING PROPOSED FOR PROCUREMENT USING CUSTOM BID FUNCTIONALITY

Public Financial Management System is Government of India's public financial management platform to ensure that the funds disbursed by the Central Government under various schemes are spent for their intended purpose and reach the intended beneficiaries. PFMS also provides interface with core banking solutions of 200+ banks to facilitate validation of bank accounts, prompt electronic credit to the beneficiary's bank account and the bank reconciled expenditure statements to the implementing agencies. It is also integrated with external systems viz., MNREGA, PMAY, NSP etc.

The number of technical issues being reported over email/call centre from the large stakeholder base (comprising of 38.93 lakh implementing agencies registered and over 50.19 crore beneficiaries registered for over 12,892 schemes) are increasing. These technical issues range over multiple domains of PFMS Viz., CNA/SNA/DBT/EAT/NTRP/NSP/PAO/Sanction/Treasury/Pension/EIS/GST refund/GEM integration/NGO Darpan/Health/FCRA/Bank Integration/ ICEGATE-ROSL, IGST Refund/NIKSHAY etc. In order to effectively tracking the tickets/tokens regularly; speedy redressal of grievances; history of the responses being provided to the reported users; automation in providing the replies to the generally set of queries (such as tracking NSP payment); helpful to track of responses and to provide audit trail for sensitive cases, it is felt to introduce Customer Relationship Management Software (the ticket/token generating system) in the helpdesk of PFMS.

II. SCOPE OF WORK/TECHNICAL SPECIFICATIONS IN THE OFFERED CRM SOLUTION

1. TECHNICAL SPECIFICATIONS

S. No.	Description	Technical Specifications/parameters
1	Software Domain :: Type	Customer Relationship Management software
2	Types of Licence	Monthly Subscription
3	Deployment Option	Cloud
4	Installation	Yes
5	CUSTOMER SERVICE FEATURES	<ol style="list-style-type: none"> 1. Customer backup and restore 2. Interaction logging 3. Integrated Knowledge Management 4. Self-service portals for non-CRM audience 5. SLAs for custom entities and other system entities 6. Track progress of SLA KPIs with timer control 7. Merge cases 8. Configure lookup field properties to show filtered records 9. Access forms and dashboards using keyboard navigation 10. Data Export service 11. Service Analytics 12. Help Desk 13. Customer Priority Classification 14. Escalation Matrix and Case classification 15. Multi-channel contact center 16. Social Media integration 17. Chat and Chatbot integration 18. Whatsapp Integration 19. Case scenario automation 20. Assignment Automation 21. Sandbox environment to test configuration 22. Collaboration with other members 23. Customer Satisfaction surveys

S. No.	Description	Technical Specifications/parameters
		24. Grouping of users 25. Role based access
6	CRM Connectors and Apps Features in the Offered Product/Solution	1. CRM administration 2. Adhoc query management using advanced search function 3. Learning Path (guided help) customization 4. Link CRM business object types to a case like Problems and Solutions form Knowledge base, products, base components, etc 5. Case Hierarchies to manage similar cases 6. Parent Child Case mapping 7. Knowledge base versioning 8. Approval of Knowledge base
7	Productivity Features in the Offered Product/Solution	1. Email signatures for CRM users and teams 2. Track email activities automatically with mail folder tracking 3. Word templates 4. Excel templates 5. Server-side synchronization - track emails, tasks, and contacts immediately when manually tracking from CRM Mail applications 6. Case templates for users 7. Templated responses 8. Tagging of cases for categorization 9. SLA for every response 10. Escalation for SLA violation
8	Intelligence Features in the Offered Product/Solution	1. Automatic triaging 2. Automatic suggestion of KB 3. Assist Bot 4. Automatic intelligent email reply
9	Analytics Features in the Offered Product/Solution	1. Organization Insights Dashboard shows system usage stats 2. Pre-built CRM analytics 3. Visual Dashboard 4. Customizable dashboards 5. Predictive Analytics 6. Easy to use ad hoc query analysis 7. Data visualization
10	Customization Features in the Offered Product/Solution	1. Feedback and ratings on entities 2. Add New Screens 3. Add new Fields 4. Hide fields 5. Create workflows 6. Customer field for any entity 7. Define business rules based on business process flows 8. Call custom actions from workflows or dialogs 9. Define rules for creating or updating CRM records from incoming activities
11	SDK Features in the Offered Product/Solution	1. Track emails at the folder level 2. Provide feedback and rating for entity records in CRM
12	Navigation & User Interface Features in the Offered Product/Solution	1. Move around CRM using the new navigation bar and menu system 2. Modifiable home page 3. Multiple colour themes 4. Pre-defined queries for screens 5. Column sorting 6. Column re-ordering 7. Navigation search
13	Contact Centre Feature in the Offered Product/Solution	1. Multi-channel contact center 2. Auto case creation from email 3. Inbound & outbound Communication 4. Automated email response

S. No.	Description	Technical Specifications/parameters
14	Number of Years Upto which support is available from OEM :: Seller	3 Years
15	Free Upgradation to higher version within support period	Yes
16	Valid licence soft copy to be provided	Yes
17	Software/Solution Supplied through	URL Link

2. TERMS IN THE OFFERED CRM SOLUTION:

The total number of user based licenses for the CRM solution required to be deployed by the successful bidder varies every month. However, a minimum of 16 qty of single user based licenses will be deployed from the first date of deployment of the CRM solution in the PFMS Division, O/o CGA meeting the technical specifications as indicated in the clause II.1 of this bid document. The monthly user based licenses may reach a maximum of 100 qty of single user based licenses during the entire period of contract.

The successful bidder will be intimated in the last week of each month about the exact number of licenses to be deployed in the succeeding month.

In case, PFMS Division, O/o CGA requests for training in the deployed CRM Solution, the successful bidder is bound to provide the training to the Officers/Staff of PFMS Division, O/o CGA for the deployed CRM solution.

3. PERIOD OF CONTRACT:

The selected bidder will be required to accept the contract generated in GeM portal in pursuance to the terms and conditions of GeM portal. After accepting the Contract in GeM portal, no variation or modification in the terms of the agreement shall be made except by written amendment signed by both parties.

The contract shall commence on the date as prescribed in the Contract generated in GeM portal. The period of contract will be initially for a period of three (3) years extendable as per extant rules of Government of India.

III. SERVICE LEVEL AGREEMENT:

1. GENERAL TERMS AND CONDITIONS:

- While every effort has been made to provide comprehensive and accurate background information on requirements and specifications, bidders must form their own conclusions about the solution needed to meet the requirements. All information supplied by bidders may be treated as contractually binding on the bidders, on successful award of the assignment by PFMS Division, O/o CGA on the basis of this published GeM bid.
- No commitment of any kind, contractual or otherwise shall exist unless and until a formal contract has been placed in GeM portal by or on behalf of PFMS Division, O/o CGA.
- PFMS Division, O/o CGA may terminate the bidding process at any time and without assigning any reason. PFMS Division, O/o CGA makes no commitments, express or implied, that this process will result in a business transaction with anyone.

- (d) The work under this bid is not assignable by the successful bidder. The successful bidder shall not assign its contractual authority to any other third party. The successful bidder should not assign or sublet the whole work or any part of it to any other agency in any other form than defined in this tender. If found doing so, it may result in termination of contract and forfeiture of Performance Security Deposit.
- (e) PFMS Division, O/o CGA will not be responsible for any misinterpretation or wrong assumption by the bidder, while responding to this tender. The onus of providing the correct information/documents lies on the bidder. The bidder shall ensure that all information/documents submitted by it are correct. Upon verification, evaluation/assessment, if in case any information furnished by the bidder is found to be false/incorrect, their total bid shall be summarily rejected
- (f) In the event of successful bidder or the concerned division of the company being taken over/bought over by another company during the currency of the contract, all the obligations and execution responsibilities under the agreement with the PFMS Division, O/o CGA, should be passed on for compliance by the new company in the negotiation for their transfer.
- (g) Outsourcing/Consortiums/Sub-contracting is not allowed for the purpose of participating in this tender
- (h) It is the PFMS Division, O/o CGA's policy to require that the bidders observe the highest standard of ethics during the bidding process and execution of work/assignment. In pursuance of this policy, the PFMS Division, O/o CGA:
 - i. Will reject the bidder's proposal if it determines that the bidders has engaged in corrupt or fraudulent activities in completing for the work order in question.
 - ii. Will declare bidder ineligible, either indefinitely or for a stated period of time, to be awarded any contract or work order if it at any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for and in executing the work order.
- (i) From the time, the bids are opened to the time the Contract is awarded, the firms should not contact any O/o CGA personnel on any matter related to its Technical and/or Financial Proposal. However, after the bid/tender submission and until the award of contract, if any bidder wishes to contact the PFMS Division, O/o CGA on any matter related to its bid, it should do so in writing to the buyer or consignee for the instant bid. Any effort by the bidder to influence the PFMS Division, O/o CGA during the bid evaluation, bid comparison or grant of the contract decisions will result in the rejection of the bidder's tender.
- (j) Information relating to the examination, clarification, comparison and evaluation of the bids submitted shall not be disclosed to any of the responding firms or their representatives or to any other persons not officially concerned with such process until the selection process is over. The undue use by any responding firm of confidential information related to the process may result in rejection of their bid.
- (k) The decision of PFMS Division, O/o CGA arrived during the various stages of the evaluation of the bids is final & binding on all bidders.
- (l) The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, providing any additional information required by PFMS Division, O/o CGA to facilitate the evaluation process, and all such activities related to the bid process. PFMS Division, O/o CGA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- (m) Conditional bids are not acceptable and shall be summarily rejected.

2. SECURITY

- (a) The agency will ensure that no information about the software, hardware, database and the policies of the client organization is taken out in any form including electronic form or otherwise, from the client site by the professionals posted by them.
- (b) The agency engaged should sign Non-Disclosure Agreement (NDAs) before being allowed to deploy the licenses of CRM software/solution under this contract.

3. TERMINATION OF THE CONTRACT:

- (a) The bidder should not assign or sublet the services or any part of it to any other agency in any form. If found doing so, it shall result in termination of the contract and forfeiture of Performance Security/EMD.
- (b) PFMS Division, at any time, terminate the contract by giving written notice to the service provider, without any compensation, if the service provider becomes bankrupt or otherwise insolvent provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to PFMS Division, O/o CGA.
- (c) During the currency of the contract, if it is found that the successful bidder is in violation of the MeitY guidelines regarding the service delivery, it shall result in termination of the contract and forfeiture of Security Deposit.
- (d) If the Service Provider is not able to deliver the services as per the terms stipulated in this bid document which translates into Material Breach, then the PFMS Division, O/o CGA may serve 30 days written notice for curing this Material Breach. In case the Material Breach continues, after the expiry of such notice period, the PFMS Division, O/o CGA will have the option to terminate the Agreement. Further, the PFMS Division, O/o CGA may offer a reasonable opportunity to the Service Provider to explain the circumstances leading to such a breach.
- (e) In the event of any content found to be in violation of any law or direction of statutory authority or found to be in contravention of Intellectual Property Rights (IPR) etc. PFMS Division, O/o CGA may suspend/terminate the Agreement with seven days' notice. PFMS Division, O/o CGA reserves the right to terminate the Agreement for any breach or non-observance or non-fulfilment of Agreement conditions that may come to its notice through complaints or as a result of the regular monitoring by giving forty-five (45) days of written notice. Wherever considered appropriate O/o CGA may conduct an inquiry either suo moto or upon a complaint to determine whether there has been any breach or non-observance of the terms and conditions of the agreement. The successful bidder shall extend all reasonable facilities and shall endeavour to remove the hindrance of every type upon such inquiry.
- (f) If the Service Provider, in the reasonable judgement of the PFMS Division, O/o CGA, has engaged in fraudulent, corrupt, unfair trade practices, coercive, collusive or acted with mala-fide intentions in participating in the bid or competing for or in execution of the Contract. These terms are defined as follows:
 - a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of PFMS Division, O/o CGA or any personnel during the tenure of contract.
 - b. "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to PFMS Division, O/o CGA, and includes collusive practice among applicants (prior to or after Proposal submission) designed to establish proposal prices at artificially high or non-competitive levels and to deprive PFMS Division, O/o CGA of the benefits of free and open competition.
 - c. "Unfair trade practices" means supply of services different from what is ordered on or change in the Scope of Work which was agreed to.
 - d. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation during the period of contract.
 - e. "Collusive practices" means a scheme or arrangement between two or more applicants with or without the knowledge of the PFMS Division, O/o CGA, designed to establish prices at artificial, non-competitive levels.

4. PAYMENT TERMS:

- (a) The payments to the agency will be made every month on the basis of number of single user based licenses deployed in that particular month subject to any deduction of penalties/liquidated damages.
- (b) The successful bidder is required to raise the invoice on the basis of the unit rate quoted in the Financial bid format (Appendix 1) in the response submitted against this bid.
- (c) The successful bidder is mandatorily required to attach the following documents along with the submitted invoice:

- i. Communication received from PFMS Division, O/o CGA regarding the number of single user based licenses to be deployed in that particular month.
 - ii. Certificate/Recommendation from the concerned vertical in PFMS Division, O/o CGA indicating the satisfactory functioning of the deployed solution in that particular month.
- (d) Notwithstanding above, all the payments to successful bidder will be made subject to deduction of TDS (Tax deduction at Source) as per the Income Tax Act.

5. LIQUIDATED DAMAGES/PENALTIES

- (a) The agency is liable to pay work order cancellation charges of 3% of the contract amount in case work order is cancelled due to non-performance and the same shall be realized through the Performance Security or by raising claims.
- (b) In case, the deployed CRM solution is non-functional for the reasons attributable solely for the selected agency/firm, then the agency will be liable to pay a penalty @ 0.1% of the monthly billable value for each hour of non-functionality of the deployed CRM solution. The maximum liquidated damages in any month shall be capped at 10% of monthly billable value.
- (c) The period for planned maintenance/upgradations will not be counted for calculating the non-functioning period as indicated in the above clause.

6. LIMITATIONS OF LIABILITY:

The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed the total contract value payable under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations arising out of breach of confidentiality, intellectual property rights as detailed in this contract or wilful misconduct by the contractor's personnel.

7. INDEMNITY:

The service provider shall indemnify the PFMS Division, O/o CGA against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/hardware/manpower etc. and related services or any part thereof. PFMS Division, O/o CGA stand indemnified from any claims that the hired manpower may opt to have by virtue of working on the project for whatever period. PFMS Division, O/o CGA also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower while working on the project.

8. FORCE MAJEURE:

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, be reason of such event, be entitled to terminate this contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the contract.

9. DISPUTE RESOLUTION/ARBITRATION:

- (a) In the case of any dispute arising upon or in relation to or in connection with this Contract between the Parties, the disputes shall at the first instance be resolved through good faith negotiations, which negotiations shall begin promptly after a Party has delivered to the other Party a written request for such consultation.
- (b) In the case of any dispute arising upon or in relation to or in connection with this Contract between the Parties, which have not been settled in accordance with Clause III.9(a), any Party can submit the dispute for arbitration under the ICADR Arbitration Rules, 1996. The International Centre for Alternative Dispute Resolution will provide the administrative services in accordance with the ICADR Arbitration Rules, 1996.
- (c) The arbitration shall be presided upon by a sole arbitrator to be appointed by ICADR. The sole arbitrator shall be appointed by ICADR in accordance with and in full satisfaction of the qualifications to be prescribed for such arbitrator, including but not limited to qualifications as to technical experience, nationality and legal experience, by PFMS Division, O/o CGA, at the time of constitution of the arbitral tribunal.
- (d) Arbitration proceedings shall be held at New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (e) The decision of the arbitrator shall be final and binding upon both parties. The expenses of the arbitrator as determined by the arbitrator shall be shared equally by the Parties. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the Party itself. All arbitration awards shall be in writing and shall state the reasons for the award.
- (f) The Parties shall continue to be performing their respective obligations under this Contract, despite the continuance of the arbitration proceedings, except for the disputed part under arbitration.
- (g) The Parties shall use their best endeavours to procure that the decision of the Arbitrators shall be given within a period of six (6) months or soon thereafter as is possible after it has been demanded.
- (h) This Clause 9 is severable from the rest of this Agreement.
- (i) PFMS Division, O/o CGA may terminate this Agreement, by giving a written notice of termination of minimum 30 days to the service provider, if service provider fails to comply with any decision reached consequent upon the arbitration proceedings.

10. APPLICABLE LAW:

The work-order awarded through GeM for this contract will be governed by the laws and procedures established by the Govt. of India within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. All disputes in this connection shall be settled in New Delhi jurisdiction only.

IV. PRE-QUALIFICATION CRITERIA FOR PARTICIPATING BIDDERS/OEMs OFFERING THE PROPOSED SOLUTION:

Bids are invited through GeM portal from experienced and reputed Indian companies/firms who fulfil pre-qualification criteria:

1. The bidder is an entity legally constituted and validly existing under the laws of India; OEM for the offered solution has be of Indian origin or Make in India.
2. The bidder must have experience for 3 years of providing similar type of services* to any Central / State Govt Organization / PSU/Public Listed Companies. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.**
3. Bidder must have successfully implemented at least one Customer Relationship Management Solutions of similar type for any state/Central govt./Organization/PSU/Public Listed Companies of more than Rs. 25 lakh in last 3 years**

4. The minimum average annual financial turnover of the bidder during the last three years [FY 2019-20; FY 2020-21; FY 2021-22], ending on 31st March 2022, should be Rs. 26,05,000/- (Rupees Twenty Six Lakh and Five Thousand Only). Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for these criteria.**

5. OEM for the offered solution must have turnover of Rs. 100 Cr in the last three Financial Years [FY 2019-20; FY 2020-21; FY 2021-22]. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for these criteria.**

6. Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

7. Escalation Matrix For Service Support: Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

8. The bidder must have valid ISO 9001:2015 certificate. A copy of the certificate signed by the authorised representative of the firm shall be uploaded in the bid as a documentary evidence.

9. OEM must have more than 500 Employees on their payrolls as on bid submission date. A declaration signed by the Practising Chartered Accountant/ Cost Accountant/Statutory Auditor indicating the number of employees on their payrolls for the relevant period shall be uploaded as a documentary evidence.

10. Service delivery should be following the MEITY Guidelines only. A self-declaration in this regard signed by the authorised representative of the firm shall be uploaded in the bid as a documentary evidence.

11. Delivery of services to be done from India based cloud data center only. Documentary Proof indicating the address where the data center is located signed by the authorised representative of the firm shall be uploaded along with the bid.

13. Manufacturer Authorisation Form: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid. In case, the OEM is directly participating in the bid, he/she shall also be required to submit the declaration in this regard.

In case the Bidder/OEM of the offered solution does not meet any one of the conditions as per the above pre-qualification criteria, the bid of the firm will be treated as non-responsive and the bid will be disqualified. The bidder needs to provide supporting documents for each criterion. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document.

*Similar type of services or Similar services means the projects related to deployment of Customer Relationship Management Software with the technical specifications as detailed in the scope of the work of this document to any Ministry/Department/Offices of the Government of India/State/UT/PSU/Public Listed Companies.

**Exempted for duly recognised MSE/Start-up firms upon submission of valid supporting documents.

V. EVALUATION OF BIDS:

Bidders who meet the pre-qualifications/eligibility requirements/buyer added bid specific additional terms and conditions are treated as responsive bids and will be considered for technical evaluation.

The participating bidders are required to provide the proof for their compliance with the technical parameters stipulated in the bid document. PFMS Division, O/o CGA may seek clarifications with the participant bidders on their proposals including but not limited to technical aspects also. Bidders who fail to produce the compliance with the technical parameters will be rejected.

By participating in the bid, it is assumed that the bidder has accepted the scope of work. The bidder will also be required to provide their acceptance to the scope of work as stipulated in this bid document.

VI. FINANCIAL BIDS

- (i). As per the GeM portal, the financial bids of only those bidders who meets the Pre-Qualification criteria and whose offered solution meet the technical specification criteria mentioned in Clause II of the bid document will be opened. All other financial bids will not be opened.
- (ii). The commercials should be quoted by the prospective bidders in the GeM portal **as a lump sum at appropriate place** while submitting their bid and shall include all the incidental costs as per the terms and conditions of this bid document.
- (iii). The price quoted in the bid must be firm and final.
- (iv). Price quoted in the financial bid should be inclusive of all incidental costs and applicable taxes.
- (v). The bidder has to submit the financial document indicating price break up at appropriate place in GeM portal in the format as provided at Appendix 1. As per the GeM portal, *the price break up as provided in the PDF upload by the service provider shall not be a part of evaluation. However, the PDF document uploaded by the bidder will be considered as part of the contract.*

VII. REVERSE AUCTION:

The option of Bid to RA as per the General Terms and Conditions of the GeM portal is exercised to discover the best possible price from the participant bidders for the offered CRM solution. After completion of technical evaluation by the Buyer, Reverse Auction would be conducted as per Bid to RA with H-1 elimination rule detailed in the General Terms and Conditions of GeM portal. The rule stipulates as below:

Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will be allowed to participate in RA in following cases:

- (a) *If number of technically qualified bidders are only 2 or 3.*
- (b) *In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.*
- (c) *If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1.*
- (d) *If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1*
After the RA process, the award of contract(s) shall be made by the buyer keeping in view the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 and Public Procurement (Preference to Make-in-India) Order, 2017 as amended from time to time.

VIII. AWARD OF CONTRACT:

The bidder quoting the lowest (L1) price after completion of the Reverse Auction Process as detailed above will be awarded the contract for a period as stipulated in the Contract generated in the GeM portal.

IX. INTEGRITY PACT:

All the bidders shall submit the Integrity Pact agreement. Bidder shall upload scanned copies of the signed Integrity Pact agreement (Appendix 2) in GeM portal along with the bid document, without which the bid shall be rejected.

X. APPENDICES:

1. APPENDIX – 1: FORMAT FOR FINANCIAL DOCUMENT INDICATING PRICE BREAKUP

FORMAT for FINANCIAL DOCUMENT INDICATING PRICE BREAKUP

(To be filled on the letterhead of the organization)

Description	Unit Rate per month (in INR)	Maximum Qty in the month requisitioned as per the bid	Total Period of the contract (in Months)	Total (in INR)	Taxes (in %)	Taxes (in INR)	GRAND TOTAL (in INR)
(1)	(2)	(3)	(4)	(5) = (2) * (3) * (4)	(6)	(7) = [(5) *(6)]/100	(7) = (5) + (6)
<i>Description of the Offered CRM solution (To be filled by the participant bidder)</i>		100	36				

NOTE: 1. The Grand Total are inclusive of all applicable taxes

2. The bidder should quote the Grand total (Column (7) in the above table) in the GeM portal **as a lump sum at appropriate place** while submitting their bid and shall include all the incidental costs as per the terms and conditions of this bid document.

Sign of the authorized signatory of the firm

Seal of the firm

Place:

Date:

2. APPENDIX – 2: INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT

General

1. Whereas the President of India, acting through the Joint Controller General of Accounts, Office of the Controller General of Accounts, Department of Expenditure, Ministry of Finance, Government of India, hereinafter referred to as Purchaser and the first party, proposes to provide technical and managerial resources for setting up of PMU in DBT Vertical, Public Financial Management System Division, O/o CGA”, herein after referred to as Purchaser, and M/s _____, represented by, _____ <<Designation>> (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignees), herein after referred to as the Bidder/Seller and the second party, is willing to offer/has offered the Purchaser
2. Whereas the Bidder is a private company/public company/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the Purchaser is PFMS, Office of Controller General of Accounts performing its duty on behalf of GoI.

Objectives

1. Now, therefore, the Purchaser and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:
 - a. Enabling the Purchaser to implement the desired Project at a competitive price in conformity with the defined specifications of the Services by avoiding the high cost and the distortionary impact of corruption on public procurement, and
 - b. Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Purchaser will commit to prevent corruption, in any form, by their officials by following transparent procedures

Commitments of the Purchaser

1. The Purchaser commits itself to the following:

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

The Purchaser will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

All the officials of the Purchaser will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Purchaser with full and verifiable facts and the same is prima facie found to be correct by the Purchaser, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Purchaser 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 Purchaser the proceedings under the contract would not be stalled.

Commitments of Bidders

1. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his 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 commits himself to the following:
 - a. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Purchaser, 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.
 - b. The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Purchaser 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 forbearing to show favour or dis-favor to any person in relation to the Contract or any other Contract with the Government.
 - c. 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.
 - d. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
 - e. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
 - f. The Bidders shall establish 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.
2. Previous Transgression
 - a. 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.
 - b. If the Bidder 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.
3. Sanctions for Violation
 - a. Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Purchaser 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. To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.

- iii. The Performance Bank Guarantee/Earnest Money shall stand forfeited either fully or partially, as decided by the Purchaser and the Purchaser shall not be required to assign any reason therefore.
 - iv. To recover all sums already paid by the Purchaser, in case of an Indian Bidder with interest thereon at 2% higher than the prevailing RBI Bank Rate.
 - v. To encash the Earnest Money and Performance Bank Guarantee if furnished by the Bidder, in order to recover the payments, already made by the Purchaser, along with interest.
 - vi. To cancel all or any other Contracts with the Bidder.
 - vii. To debar the Bidder from entering into any bid from the Government for India for a minimum period of five years, which may be further extended at the discretion of the Purchaser.
 - viii. To recover all sums paid in violation of this Pact by Bidder to any middleman or agent or broker with a view to securing the contract.
 - ix. If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Purchaser, or alternatively, if any close relative of an officer of the Purchaser has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filling the tender. Any failure to disclose the interest involved shall entitle the Purchaser to rescind the contract without payment of any compensation to the Bidder.
 - x. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or stepson or stepdaughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.
 - xi. 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 Purchaser, and if he does so, the Purchaser shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Purchaser resulting from such rescission and the Purchaser shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
 - xii. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Purchaser with the Bidder, the same shall not be opened.
4. The decision of the Purchaser to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the Bidder can approach the monitor(s) appointed for the purposes of this Pact. Fall Clause
- a. The Bidder undertakes that he has not supplied/is not supplying the similar services at a price lower than that offered in the present bid in last 2 Years (from the date of bid submission) in respect of any other of any other project of similar size Ministry/Department of the Government of India and if it is found at any stage that the similar system of sub-system was supplied by the Bidder to any other Ministry / Department of the Government of India at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Purchaser, if the contract has already been concluded.
 - b. The Bidder shall accord the most favoured customer treatment to the Purchaser in respect of all matters pertaining to the present case
5. Examination of Book of Records

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

6. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Purchaser i.e. New Delhi.

7. 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.

8. Validity

The validity of this Integrity Pact shall be from date of its signing and extend up to the complete execution of the contract to the satisfaction of both the Purchaser and the Bidder/Seller, whichever is later.

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

The Parties hereby sign this Integrity Pact at on_____.

PURCHASER

BIDDER

Witness

1.

1.

2.

2.

*****END OF DOCUMENT*****