

**DELHI TRANSPORT CORPORATION**  
**(GOVT. OF N.C.T. OF DELHI)**  
**I.P. ESTATE, NEW DELHI 110002**  
**[E-MAIL-DCGMMS1@DTC.NIC.IN](mailto:DCGMMS1@DTC.NIC.IN)**  
**TELEPHONE NO. -011-23370236[EXT. 224]**

**NOTICE INVITING TENDER**  
**(NIT)(MODE E-TENDERING ONLY)**

Tenders are invited for 3<sup>rd</sup> party insurance cover for DTC buses and auxiliary vehicles for a period of one year (1<sup>st</sup> October'2023 to 30<sup>th</sup> September'2024) from non- life public sector and private insurance companies governed/ registered under rules & regulations of insurance regulatory & development authority of India (IRDA) through e-tendering process:-

<b>S. No.</b>	<b>Description of item</b>	<b>Approxm. Nos of vehicle</b>	<b>Earnest money deposit (Rs.)</b>	<b>Last date /time for bid submission</b>
1.	3 <sup>rd</sup> party insurance cover for DTC buses and auxiliary vehicles for a period of one year (1 <sup>st</sup> October'2023 to 30 <sup>th</sup> September'2024)	3050 Buses & 46 Aux. Vehicles (Approx.)	44 Lakhs	01.09.2023 at 12.00 Hrs.

Further details can be seen at <https://govtprocurement.delhi.gov.in>

**DY. CHIEF GENERAL MANAGER (MS-I)**

**INSTRUCTIONS TO BIDDERS:-**

- A. Only online tenders for 3<sup>rd</sup> party insurance cover of DTC buses and auxiliary vehicles for a period of one year (1st October'2023 to 30<sup>th</sup> September'2024) from non-life govt. And private insurance companies governed/ registered under rules & regulations of INSURANCE REGULATORY & DEVELOPMENT AUTHORITY OF INDIA (IRDA) are invited. The rates are to be quoted as per format at **Annexure 'C'**.
- B. The bidders shall keep offers valid for 120 days from the opening of the tender. Rates will be firm till the completion of the order,
- C. Offers should confirm to all the DTC terms & conditions and no counter terms & conditions will be acceptable.
- D. Rates quoted by the service provider must be for 3<sup>rd</sup> party insurance cover of DTC vehicles for a period of 1 year (1<sup>st</sup> October'2023 to 30<sup>th</sup> September'2024) from insurance companies governed/registered under rules & regulations of Insurance Regulatory & Development Authority of India (IRDA) through e-tendering process as specified in the tender document.
- E. Rates quoted should be according to the enclosed format (**Annexure 'C'**). All types of addl. Discounts like Qty. Discount (Q.D.), turn over discount (T.O.D.), cash discount (C.D), etc. If any, applicable should be offset and rates after such discounts only be given including GST/GOVT. LEVIES etc as per **Annexure-'C'**. Present applicable GST/GOVT. LEVIES etc shall be mentioned separately.

The insurance premium rates for the auxiliary vehicles shall be payable as per IRDA approved rates.

**F. PART-I (TECHNO-COMMERCIAL-BID) AND PART-II (PRICE BID) ON-LINE SUBMISSION ONLY**

The bidders are required to submit their bids in two parts i.e.

a) **DOCUMENTS REQUIRED FOR TECHNO.BID:-**

- A. Scanned copy of proof of EMD deposited. In case of exemption, supporting applicable documents be provided.
- B. Duly signed & stamped copy of **Annexure-'A'** & **Annexure-'B'** of tender documents.
- C. Scanned copy of registration with IRDA.
- D. Integrity Pact.

b) **PRICE BID:-**

Fill up prices / premium rate as per **ANNEXURE 'C' FORMAT**.

- G. DTC shall not be responsible for any delay to submit the tender in the proper formats.

No E-Bids will be accepted without the EMD except Govt./PSUS which are exempted. Bidders must ensure that the required amount of EMD must reach to **TENDER CELL, ROOM NO. 207, 2<sup>ND</sup> FLOOR, I.P. ESTATE, NEW DELHI-110002**. Latest upto 12.00hrs. On due date. Tender without EMD will be rejected.

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**TERMS & CONDITIONS OF TENDER**

1. Tender documents can be downloaded from the web site i.e. <https://govtprocurement.delhi.gov.in> for e-tendering in two bid systems i.e. part-technical commercial bid and part-price bids will only be accepted through on-line submission i.e. through e-tendering mode only up to 12.00 hrs. on last date and no other form of bid submission shall be acceptable. Tenders will be opened at 15.00 hrs on last date and Bidders may attend the opening, if they so desire at our TENDER CELL I.P. ESTATE, NEW DELHI-110002 or view the same by logging on our site at that time.
2. Bidders should submit their technical bids, price bids etc. In the standard formats prescribed in the tender document displayed at <https://govtprocurement.delhi.gov.in> on or before last date up to 12.00 hrs.
3. Tender formats should be clearly filled giving full address of the Bidders. Bidders should quote in figure as well as in words the rates or amount tendered by him/them. The rate will be firm till the completion of order, if issued except Govt. or IRDA Notifications/GST/GOVT. LEVIES/Toll Charges etc. The tender rates, etc. Should be kept open for 120 days from the date of opening of the tender and if withdrawn before that date, the earnest money will be forfeited in full. The decision of this office in this respect will be final and binding on the Bidders.
4. EMD (i) the Bidders must deposit an earnest money of Rs. 44,00,000/- (Rs. Forty Four Lakh only) by means of account payee demand draft, fixed deposit receipt or banker's cheque from any of the commercial bank in an acceptable form payable to SYNDICATE/ CANARA BANK, New Delhi and drawn in favour of the Managing Director, DELHI TRANSPORT CORPORATION, I.P. ESTATE, NEW DELHI-110002. The bid security is normally to remain valid for a period of Sixty(60) days beyond the final bid validity period, if the same is in the form of bank guarantee. Tenders not accompanied by earnest money are liable for summary rejection. However, the earnest money is exempted as per GFR 2017 provisions and to Govt./PSUs. The Bidder can also furnish, as part of its Bid, an EMD of Rs. 44,00,000/- (Rs. Forty Four Lakh only) in form of Online payment in **Delhi Transport Corporation Account No. 110094786998, IFSC- CNRB0019126, Canara Bank, DTC (HQ), IP Estate, New Delhi- 110002, as stated in Tender, in favor of M.D, DTC payable at Delhi.** The scanned copy of receipt of EMD with transaction Id certified by the same bank must be enclosed along with the Bid and Original instrument must be submitted in the Office of Dy. Manager, Tender Cell, DTC HQ, as per the due date & time of submission of bids. Tender without Earnest Money in the prescribed form, will not be accepted.

**Note: - EMD to be submitted physically in separate envelope with tender cell, room no. 207, DTC HQ IP ESTATE please.**

**5.** In case of unsuccessful tenders earnest money will be refunded immediately after the finalization of the tender and latest on or before the 30th day after award of the contract. No interest will be paid on the earnest money deposit. The EMD shall be forfeited in the event of the bidder withdrawing his offer within 120 days from the date of opening of technical bids and on refusal to accept the offer on award of contract by DTC or non deposit

of performance security deposit in line with the performance security clause.

## 6. Evaluation/Selection Criteria

- I. The Technical eligibility will be evaluated on the basis of evaluation criteria mentioned in the tender.
- II. The financial proposals of only technically qualified bidder (qualified bidders) will be opened for evaluation. The financial proposal will be ranked as per the Lowest Bid quoted by the Bidders for the payable rate after off-setting all discounts (Rs.) for total premium/bus/year quoted in the Price Bid.
- III. In case, two or more technically qualified bidders have the same financial quote, then the business shall be divided equally amongst the qualified bidders. The decision of M.D., DTC shall be final and binding in this regard.

## 7. PERFORMANCE SECURITY:

(i) For satisfactory completion of assignment, the successful Bidders will also have to submit the performance security deposit/ amount @ 3% of contract value before starting contract in the form of bank Guarantee/account payee demand draft from any of the commercial bank in an acceptable form payable to **Canara Bank, New Delhi and drawn in favour of the Managing Director, Delhi Transport Corporation, I.P. Estate, New Delhi-110002**. The performance security shall be forfeited by DTC in case of breach of any contract terms or non performance by the firm upto the satisfaction of DTC.

(ii) Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the work order issued including warranty obligations.

(iii) EMD/BID security shall be released to the successful bidders after receipt of performance security deposit.

(iv) GOVT.CO.S/PSU are exempted for depositing EMD.

## 8. Execution of Agreement

I. The Successful Bidder shall enter into Agreement within 15 days with DTC for a period of 1 year or extendable as per mutual terms and conditions agreed between both the parties.

II. The Successful Bidder shall start to insurance of buses as date specified in work order which will be treated as date of start of Agreement.

III. Failure of the Successful Bidder to comply with the requirement of acknowledgement of Work order/Agreement shall constitute sufficient grounds for the annulment of the Agreement and forfeiture of performance security deposit

9. The Bidders submitting tenders will be considered to have accepted all the terms and conditions and no counter terms & conditions will be accepted. No enquiries written or verbal will be entertained with regard to acceptance/rejection of the tender. DTC reserves its right to reject any offer without assigning any reason.

10. Number of vehicles for 3<sup>rd</sup> party insurance cover may increase or decrease depending upon the operative status of the vehicles or deletion/addition of vehicles in the fleet.

11. The Bidder Firm should have at least three years minimum experience of same nature of work in other reputed organization (Govt./Private) w.e.f. 2020-21, 2021-22& 2022-23.
12. The Bidder Firm should have minimum turnover of Rs. 10 Crores for the financial Year 2022-23 in vehicle Insurance Business.
13. Experience of having successfully completed similar works\* during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: -
  - A. three similar completed works costing not less than the amount equal to Rs. 9 crores.
  - or B. two similar completed works costing not less than the amount equal to Rs. 11 crores.
  - or C. one similar completed work costing not less than the amount equal to Rs. 18 crores.\*similar work means vehicle Insurance Business.
14. The Bidder Firm should agree to all terms & conditions of the tender.
15. The Bidder Firm should be registered with IRDA.
16. **Arbitration:** - In the event of unsettled disputes, the matter shall be referred to sole arbitrator to be appointed by the CHAIRMAN-CUM-MANAGING DIRECTOR/MANAGING DIRECTOR –DTC. The decision of the arbitrator so appointed shall be final, conclusive and binding on both the parties to this contract.
17. Scope of work shall be as per enclosed **Annexure ‘B’**.
18. DTC reserve its right to accept or reject any tender in full or in part without assigning any reason thereof. We also reserve the right to split and place order on one or more than one companies.
19. Above tender for 3<sup>rd</sup> party insurance cover of DTC buses & aux. vehicles shall be signed with an **INTEGRITY PACT** between both the parties i.e. DTC & Successful Bidder.

**DY. CHIEF GENERAL MANAGER(MS-I)**

**PRE-QUALIFICATION CRITERIA**

**TENDER FOR 3<sup>RD</sup> PARTY INSURANCE COVER OF DTC BUSES AND AUXILIARY VEHICLES FOR A PERIOD OF ONE YEAR ( 1<sup>ST</sup>OCTOBER'2023 to 30<sup>th</sup>SEPTEMBER'2024)**

S.NO.	PARAMETERS	DOCUMENTARY PROOF BY WAY OF
1	REQUISITE (Rs.44 LAKH) EARNEST MONEY DEPOSITED OR NOT.[EXCEPT GOVT./ PSUs]	DETAILS OF DD OR COPY OF CASH RECEIPT ETC.
2	AT LEAST THREE YEARS MINIMUM EXPERIENCE OF SAME NATURE OF WORK IN OTHER REPUTED ORGANIZATION (GOVT./PRIVATE). W.e.f. 2020-21, 2021-22& 2022-23	INCORPORATION/REGISTRATION CERTIFICATES WITH COPIES OF THE ORDERS PLACED BY VARIOUS ORGANIZATION FOR INSURANCE OF VEHICLES.
3	MINIMUM TURNOVER OF RS. 10 CRORES FOR THE FINANCIAL YEAR 2022-23 IN VEHICLE INSURANCE BUSINESS.	CERTIFICATE FROM C.A.FIRM CERTIFYING TURNOVER FROM THE VEHICLE INSURANCE BUSINESS.
4.	EXPERIENCE OF HAVING SUCCESSFULLY COMPLETED SIMILAR WORKS* DURING LAST 7 YEARS ENDING LAST DAY OF MONTH PREVIOUS TO THE ONE IN WHICH APPLICATIONS ARE INVITED SHOULD BE EITHER OF THE FOLLOWING: -  A. THREE SIMILAR COMPLETED WORKS COSTING NOT LESS THAN THE AMOUNT EQUAL TO RS. 9 CRORES.  OR B. TWO SIMILAR COMPLETED WORKS COSTING NOT LESS THAN THE AMOUNT EQUAL TO RS. 11 CRORES.  OR C. ONE SIMILAR COMPLETED WORK COSTING NOT LESS THAN THE AMOUNT EQUAL TO RS. 18 CRORES.  *SIMILAR WORK MEANS VEHICLE INSURANCE BUSINESS.	COPIES OF AWARD/WORK ORDER PLACED BY VARIOUS ORGANIZATION FOR INSURANCE OF VEHICLES.
5.	TENDER TERMS SIGNED & AGREED TO BY BIDDERS.	SIGNED COPY OF THE TENDER DOCUMENT.
6.	WHETHER THE FIRM IS REGISTERED WITH IRDA.	ADD/SUBMIT COPY OF REGISTRATION WITH IRDA.
7.	INTEGRITY PACT AS PER ANNEXURE-B1 OF TENDER	DULY SIGNED COPY OF INTEGRITY PACT

DATE:

PLACE:

SIGNATURE OF BIDDERS

NAME OF BIDDERS

SEAL OF BIDDERS

**NOTE: THIS ANNEXURE IS TO BE PART OF THE TECHNO-COMMERCIAL BID.**

**SCOPE OF WORK**

**LIABILITY ONLY POLICY:-**

**I) THIRD PARTY LIABILITY**

- Death or bodily injury to any person (occupant or not-occupant of the bus)
- Damage to property.
- Legal costs and related expenses.

**II) LIMITS**

- Unlimited for death, bodily injury.
  - For property damage.
  - Limit for Pvt. Car/commercial vehicle as per IRDA and revised from time to time.
  - Limit for 2 wheeler as per IRDA and revised from time to time.
2. Insurance premium payable per year per bus shall be remitted through RTGS/ NEFT. The insurance company shall deliver insurance policies of the insured vehicles physically immediately to DTC, CWS-I, BBMARG, DELHI-110009 as per guidelines of the I.R.D.A. The necessary information about the vehicles to be insured will be provided by DTC to the insurance co. As per the provision of the I.R.D.A.
  3. In case of renewal of the insurance policies, the insurance co. would inform DTC about the renewal date & premium amount at least one month prior to the due date.
  4. In case physical inspection of any bus is required by the insurance co. Charges what so ever will not be paid by DTC.
  5. In case any accident of the insured vehicle is reported by the concerned unit/office of DTC, the insurance co. Shall take necessary action immediately.
  6. Insurance co. Will be liable to pay the claims of such awards which are decided by the COMPETENT AUTHORITY/ COURTS/ WORKMEN COMPENSATION/TRIBUNAL/MACT etc in due course of time.
  7. Insurance co. Shall abide by the rules & regulations framed by the IRDA for 3<sup>rd</sup> party insurance covers as applicable both to the client (DTC) and claimants, but no extra amount on account of loading etc. Would be granted to the bidder during the contract period.
  8. Matters regarding issuing of Work order, remittance of premium payment receipt of policy documents etc shall be dealt with by DTC, CWS-I, BBMARG, DELHI-110009. However, as the vehicles remain under direct control of depots, all formalities regarding CLAIMS/MACT CASES, (summon, claims, etc.) & such matters shall be dealt with the concerned depot/legal department of DTC. Name of the depot shall be given to insurance co. by BBM OFFICE at the time of initial insurance.
  9. Details of all cases settled/decided in the various COURTS/TRIBUNAL/MACT or decided mutually will be provided to this office on quarterly basis indicating the amount of claim/compensation paid against our insured buses.

10. Depots of DTC operate vehicles of the corporation in DELHI and even in other states. All will be covered for insurance.
11. All type of claims/compensation awarded by courts against the corporation in the matter of accidental vehicles & passengers of the insured vehicles will be paid by the insurance co.
12. Insurance co. Will be completely responsible for contesting/ bearing/expenses/finalization of any claim case and its appeals.
13. The copy of claim/appeals where DTC is made a party shall be handed over to insurance co. For contesting the case and its receipt will be taken from insurance co. And the cases will be contested by the counsel of insurance co.
14. All the claims/cases or appeals filed in DELHI or outside DELHI in Lower Courts/High Court/Supreme Court etc. Shall be contested by the counsel of insurance company. DTC will provide assistance to Insurance Company.
15. Compensation of the insurance claims will be given by the insurance co. Even if the decision comes after the expiry of insured period.
16. Payment of compensation to passengers/third party will be made by the insurance co.
17. If any amount is withdrawn or attached from DTC'S accounts, as per court's judgment. Then the same amount will have to be paid immediately by the insurance company to this corporation.
18. The insurance co. will bear the liabilities (expenses/ compensations) if the case is not properly defended or is decided ex-parte in the court.
19. Past data is as follows:-

S.NO	YEAR	NO. OF VEHICLES GOT INSURED	NO. OF ACCIDENTS	NO. OF PERSON INJURED	NO. OF PERSON KILLED
1.	2019-20	3920	118	88	30
2.	2020-21	3782	65	46	19
3.	2021-22	3927	137	106	42
4.	2022-23	3684	19	16	9

20. Contract will be issued initially for one year which can be extended on year to year basis subject to performance of the firm being found satisfactory by DTC. The decision of M.D, DTC will be final in this regard.



21. **Details of buses:-**

S.NO.	MONTH	APPROX. /TENTATIVE NOS. OF BUSES DUE FOR RENEWAL OF INSURANCE POLICIES
1.	October-2023	108
2.	November-2023	157
3.	December-2023	306
4.	January-2024	271
5.	February-2024	441
6.	March-2024	401
7.	April-2024	171
8.	May -2024	199
9.	June-2024	380
10.	July-2024	66
11.	August-2024	96
12.	September-2024	454
	<b>Total</b>	<b>3050</b>

21 (ii) **Details Of Auxiliary Vehicles:-**

S.NO.	TYPE OF VEHICLE	APPROX. QUANTITY
1.	MARUTI CIAZ	04
2.	AMB. CAR	01
3.	MARUTI DEZIRE	05
4.	MOTOR CYCLES	01
5.	ELECT SCOOTY	02
6.	MARUTI SX-4(VXI)	01
7.	MARUTI EECO CAR	20
8.	OXYGEN GAS TANKER	12
	<b>Total</b>	<b>46</b>

22 Note: above quantity may increase/decrease depending upon the operational condition of the vehicles or addition /deletion of the vehicles in the fleet of the corporation.

**The DTC reserves its right to reject any offer without assigning any reasons.**

**Dy. CHIEF GENERAL MANAGERER (MS-I)**

WE CERTIFY TO UNDERTAKE THE BUSINESS OF THIRD PARTY INSURANCE OF DTC VEHICLES AS ABOVE.

**SIGNATURE OF THE BIDDERS  
WITH NAME, ADDRESS & SEAL.**

**NOTE:-** THIS ANNEXURE DULY SIGNED , CERTIFIED, STAMPED ETC, IS TO BE SEALED INSIDE THE “TECHNO-COMMERCIAL BID” ENVELOPE.

*INTEGRITY PACT*

(To be submitted by Bidders along with Techno-Bid)

This Pact made this [●] day of [●] between Delhi Transport Corporation having its office at I P Estate, New Delhi hereinafter called the DTC (which term shall unless excluded by or is repugnant to the context, be deemed to include its officers, and shall also include its successors and assigns) of the one part

AND

[●] represented by [●] of the other part, hereinafter called the "Bidder/Contractor" (which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the Bidder/Contractor)

WHEREAS the DTC intends to award, under laid down organizational procedures, tender/ contract for [●]. The DTC, while discharging its functions on business principles, values proper compliance with all relevant laws and regulations, and the principles of natural justice, ethics, equity, fairness and transparency in its relations with the Bidders/ Contractors.

WHEREAS the DTC is desirous to make its business mechanism more transparent, thus to ensure strict adherence of the aforesaid objectives/goals, the DTC hereby adopts the instrument developed by the renowned international non-governmental organization "Transparency International" (TI) headquartered in Berlin (Germany). The DTC will appoint an Independent External Monitors (IE) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

AND WHEREAS the Bidder is submitting a tender to the DTC for [●]. In response to the NIT (Notice Inviting Tender) dated [●] Contractor is signing the contract for execution of [●]

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 DTC to obtain the desired said Service/stores/equipment/execution of works 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 DTC 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 DTC 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 DTC;*
  - 1.1 The DTC undertakes that no official of the DTC, 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.
  - 1.2 The DTC will, during the pre-contact 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 DTC will report to the appropriate authority office 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 DTC with full and verifiable facts and the same is prima facie found to be correct by the DTC, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the DTC 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 DTC the proceedings under the contract would not be stalled.

### 3. *Commitments of Bidders/Contractor.*

The Bidder/Contractor commits itself to take all measures necessary to prevent corrupt practice, 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/Contractor 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 DTC, 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 (i) The Bidder/Contractor further undertakes that it 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 DTC 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 DTC for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the DTC.
- 3.2 (ii) The Bidder /Contractor has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non□submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 3.3 The Bidder/Contractor shall, when presenting his bid, disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 The Bidder/Contractor shall when presenting his bid disclose any and all the payments he has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The Bidder/Contractor further confirms and declares to the DTC that the BIDDER is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the DTC or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The Bidder/Contractor, 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 DTC 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.
- 3.7 The Bidder/Contractor 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.
- 3.8 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The Bidder / Contactor shall not use improperly, for purposes of competition or personal gain ,or pass on to others, any information provided by the DTC as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Contractor also undertake to exercise due and adequate care lest any such information is divulged.
- 3.10 The Bidder/Contractor will inform to the Independent External Monitors. i) If he receives demand for an illegal/undue payment/benefit. ii) If he comes to know of any unethical or illegal payment/benefit. iii) If he makes any payment to any DTC's associate(s)
- 3.11 The Bidder/Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.12 The Bidder/Contractor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.13 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/ Contractor, either directly or indirectly, is a relative of any of the officers of the DTC, or alternatively, if any relative of an officer of the DTC has financial interest/stake in the

Bidder's/Contractor's firm, the same shall be disclosed by the Bidder/Contractor at the time filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.14 The Bidder/Contractor 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 DTC.
- 3.15 That if the Bidder/ Contractor, during tender process or before the award of the contract or during execution of the contract/work has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Bidder/Contractor into question, the DTC is entitled to disqualify him from the tender process or to terminate the contract for such reason and to debar the BIDDER from participating in future bidding processes.
4. *Previous Transgression*
- 4.1 The Bidder/Contractor 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 Bidders' exclusion from the tender process.
- 4.2 The Bidder/Contractor agrees that if it makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender/contract processes.
- 4.3 That the Bidder/Contractor undertakes to get this Pact signed by the subcontractor(s) and associate(s) whose value of the work contribution exceeds Rs 0.5 crore.(Rupees zero point five crore) and to submit the same to the DTC along-with the tender document/ contract before contract signing.
- 4.4 That sub-contractor(s)/ associate(s) engaged by the Contractor, with the approval of the DTC after signing of the contract, and whose value of the work contribution exceeds Rs 0.5 Crs. (Rupees Zero point five crore) will be required to sign this Pact by the Contractor, and the same will be submitted to the DTC before doing/ performing any act/ function by such subcontractor(s)/ associate(s) in relation to the contract/ work.
- 4.5 That the DTC will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of section 4.3 or 4.4above.
- 4.6 That if the Contractor(s) does/ do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 4.3 or 4.4 above. DTC will terminate the contract and initiate appropriate action against such Contractor(s).
5. Earnest Money, Security Deposit, Bank guarantee, Draft, Pay order or any other mode and its validity i/c Warranty Period, Performance guarantee/Bond.

While submitting bid, the BIDDER shall deposit an EMD/SD/BG/DRAFT/PAY ORDER ETC I/C WARRANTY PERIOD, PG/BOND, VALIDITY ETC., which is as per terms and conditions and details given in NIT / tender documents sold to the Bidders.

6. Sanctions for Violations/Disqualification from tender process and exclusion from future Contacts.
- 6.1 Any breach of the aforesaid provisions 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 DTC 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) If the DTC has disqualified / debarred the Bidder from the tender process prior to the award under section 2 or 3 or 4, the DTC is entitled to forfeit the earnest money deposited/Bid Security.
  - (iv) To recover all sums already paid by the DTC, 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 DTC in connection with any other contract or any other stores, 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 BUYER, 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 DTC resulting from such cancellation/rescission and the DTC 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 for a minimum period of three years, which may be further extended at the discretion of the DTC.
- (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 case where irrevocable Letters of Credit have been received in respect of any contract signed by the DTC with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Security and Subsidy Bank Guarantee in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (xi) That if the DTC have terminated the contract under section 2 or 3 or 4 or if the DTC is entitled to terminate the contract under section 2 or 3 or 4, the DTC shall be entitled to demand and recover from the contractor damages equivalent to 5% of the contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher.
- (xii) That the Bidder / Contractor agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish to the satisfaction of the DTC that the disqualification / debarment of the bidder from the tender process or the termination of the contract after award of the contract has caused no damage to the DTC.

6.2 The DTC will be entitled to take all or any of the actions mentioned at para 6.1(i) to (xii) 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.

6.3 That if the Bidder/Contractor applies to the DTC for premature revocation of the debarment and proves to the satisfaction of the DTC that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the DTC may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/evidence adduced by the Bidder/Contractor for first time default.

6.4 That a transgression is considered to have occurred if the DTC is fully satisfied with the available documents and evidence submitted along with Independent External Monitor's recommendations/suggestions that no reasonable doubt is possible in the matter.

6.5 The decision of the DTC 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 External Monitor(s) appointed for the purpose of this Pact.

## 7. *Allegations against Bidders/Contractors/ Sub-Contractors/Associates:*

That if the DTC receives any information of conduct of a Bidder/ Contractor or Sub- Contractor or of an employee or a representative or an Associates of a Bidder, Contractor or Sub- Contractor which constitute corruption, or if the DTC has substantive suspicion in this regard, the DTC will inform the Vigilance Department for appropriate action.

## 8. *Independent External Monitors(s),*

8.1 DTC has appointed Shri. Gogineni Venkata Krishna Rau, Villa 116, The Retreat, Tharabanahalli, Chikkajala Post, Bangalore- 562157 M. No. 9880240080, 8310268687, E-Mail: [gvkrishnarau@gmail.com](mailto:gvkrishnarau@gmail.com) and Lt. Gen. Raman Dawan, Flat No. 1E-402, A WHO Township, Gurjinder Vihar, Pocket-5, Sector-Chi 1, Greater Noida, Distt- Gautam Budh Nagar, U.P.-201315 M. No. 8894700170, 9718038843 E-Mail: [romidhawan4@yahoo.com](mailto:romidhawan4@yahoo.com) as Independent External Monitors for this Pact.

8.2 The task of the Independent External Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. He will also enquire into any complaint alleging transgression of any provision of this Pact made by the Bidder, Contractor or DTC.

8.3 That the Independent External Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently. He will report to the Managing Director of the DTC.

- 8.4 That the Bidder / Contractor accepts that the Independent External Monitor has the right to access without restriction to all project documentation of the DTC including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Independent External Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation including minutes of meeting. The same is applicable to Sub - Contractors and Associates. The Independent External Monitor is under obligation to treat the information and documents of the DTC and Bidder/ Contractor / Sub-Contractors/ Associates with confidentiality.
- 8.5 That as soon as the Independent External Monitor notices, or believes to notice, a violation of this Pact, he will so inform the management of the DTC and request the management to discontinue or heal the violation, or to take other relevant action. The Independent External Monitor can in this regard submit his recommendations/ suggestions. Beyond this, the Independent External Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 That the DTC will provide to the Independent External Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the DTC and the Contractor / Bidder. The parties offer to the Independent External Monitor the option to participate in such meetings.
- 8.7 That the Independent External Monitor will submit a written report to the Managing Director of the DTC within 2 weeks from the date of reference or intimation to him by the DTC and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.8 That if the Independent External Monitor has reported to the Managing Director a substantiated suspicion of an offence under relevant Anti- Corruption Laws of India and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Department, the Independent External Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.9 The word 'Independent External Monitor' would include singular and plural.

9. *Facilitation of Investigation.*

In case of any allegation of violation of any provisions of this Pact or payment of commission, the DTC 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.

10. *Law and Place of Jurisdiction.*

That this Pact is subject to Indian Law. The place of performance and jurisdiction is the Corporate Headquarter /the Regional Headquarter / office of the DTC, as applicable.

11. *Other Legal Actions*

- 11.1 That the changes and supplements as well as termination notices need to be made in writing.
- 11.2 That if the Bidder / Contractor is a partnership or a consortium, this Pact must be signed by all the partners and consortium members or their authorized representatives.

12. *Pact duration(Validity)*

- 12.1 That this Pact comes into force when both the parties have signed it. It expires for the Developer 12 months after the initial/extended term. It expires for the Contractor/sub-contractor 12 months after the final payment under the respective contract, and for all other Bidders 3 months after the contract is awarded.
- 12.2 That if any claim is made / lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Pact as specified herein before, unless it is discharged/determined by Managing Director of the DTC.
- 12.3 That should one or several provisions of this Pact turn 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.

13. *Company Code of Conduct*

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

throughout the company.

14. The Bidder hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BIDDER
AUTHORIZED SIGNATORY NAME AND ADDRESS

Witness
1. _____
2. _____



**PRICE – BID ANNEXURE “C”**

S. NO	PARTICULARS	BASIC PREMIUM PER CNG BUS (RS.) ( I )	PREMIUM PER PASSENGER SEAT (RS.) ( II )	PREMIUM FOR DRIVER PER BUS (RS.) ( III )	PREMIUM FOR CONDUCTOR PER BUS (RS.) ( IV )	PREMIUM FOR MARSHAL PER BUS ( V )	SUB TOTAL (RS.) (I)+(II)+(III) + (IV) + (V) = ( VI )	GST (CGST+ SGST) @ -----% (RS.) ( VII )	NET PREMIUM/ YEAR (IN RS.) = (VI)+(VII)= ( VIII )	TOTAL PREMIUM/ M/BUS/YEAR* (IN RS.) = ( IX )
1.	RATE (RS.)									
2.	DISCOUNT, IF ANY, ON ALL COUNTS (RS.)									
3.	PAYABLE RATE AFTER OFF-SETTING ALL DISCOUNTS (RS.)									

**SIGNATURE OF THE BIDDERS  
WITH NAME, ADDRESS & SEAL**

**\*NOTE: THE BIDDERS SHALL QUOTE THE RATE IN COLUMN 'IX' FOR ALL 56 PERSONS(53 PASSENGERS+3 STAFF I.E. ONE DRIVER, ONE CONDUCTOR AND ONE MARSHAL).**

