

Ministry of Defence
[Acquisition Wing Secretariat]

Subject: Amendments to DPP-2013 consequent to promulgation of Guidelines for Handling of Complaints.

The following paragraphs of DPP 2013 are amended to the extent as mentioned in Col. 4 pursuant to the issuance of Guidelines for Handling of Complaints:

S. No.	Para No./ Page No.	For	Read
(a)	61/20	An 'Integrity Pact' would be signed between government department and the bidders for all procurement schemes over ₹100 crore. The Integrity Pact would be a binding agreement between the government department and bidders for specific contracts in which the government promises that it will not accept bribes during the procurement process and bidders promise that they will not offer bribes. The Pre Contract Integrity Pact document is placed as Annexure I to the Appendix 'H' of Schedule I (RFP format).	An 'Integrity Pact' would be signed between government department and the bidders for all procurement schemes over ₹20 crore. The Integrity Pact would be a binding agreement between the government department and bidders for specific contracts in which the government promises that it will not accept bribes during the procurement process and bidders promise that they will not offer bribes. The Pre Contract Integrity Pact document is placed as Annexure I to the Appendix 'H' of Schedule I (RFP format).
(b)	16(a)/82	16a. (An Integrity Pact would be signed between MoD and the bidders for schemes exceeding ₹100 crs., irrespective of the value of the commercial bids submitted by bidders). In the subject RFP, the vendor is required to sign and submit pre contract integrity pact (IP) given at Annexure I to Appendix H and shall also deposit ₹..... crore as Integrity Pact Bank Guarantee (IPBG) through any of the instruments mentioned therein. This would be submitted in a separate envelop clearly marked as 'IP & IPBG' at the time of submission of Technical and commercial offers.	16a. (An Integrity Pact would be signed between MoD and bidders for all schemes exceeding ₹20 crore irrespective of the value of the commercial bids submitted by bidders). In the subject RFP, the vendor is required to sign and submit pre contract integrity pact (IP) given at Annexure I to Appendix H and shall also deposit ₹..... crore/Lakh (as applicable) as Integrity Pact Bank Guarantee (IPBG) through any of the instruments mentioned therein. This would be submitted in a separate envelop clearly marked as 'IP & IPBG' at the time of submission of Technical and commercial offers.

(c)	8.1/120	8.1 Further signing of an 'Integrity Pact' would be considered between government department and the bidder for schemes exceeding ₹100 crs. The Integrity Pact is a binding agreement between the agency and bidders for specific contracts in which the agency promises that it will not accept bribes during the procurement process and bidders promises that they will not offer bribes.	8.1 Further signing of an 'Integrity Pact' would be considered between government department and the bidder for all schemes exceeding ₹20 crore. The Integrity Pact is a binding agreement between the agency and bidders for specific contracts in which the agency promises that it will not accept bribes during the procurement process and bidders promises that they will not offer bribes
(d)	8.1k/120	(k) Every Bidder while submitting techno commercial bid shall also deposit ₹.... crore as earnest Money/Security Deposit through any of the instruments mentioned at Para 8 of Annexure I. This would be submitted in a separate envelope clearly marked as IPBG along with technical and commercial proposals.	(k) Every Bidder while submitting techno commercial bid shall also deposit ₹..... crore/Lakh (as applicable) as IPBG/Security Deposit through any of the instruments mentioned at Para 8 of Annexure I. This would be submitted in a separate envelope clearly marked as IPBG along with technical and commercial proposals.
(e)	6.8/125	6.8 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.	6.8 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it will full and verifiable facts. Complaint will be processed as per Guidelines for Handling of Complaints in vogue. In case the complaint is found to be vexatious, frivolous or malicious in nature, it would be construed as a violation of Integrity Pact.
(f)	8.1/125	8.1 Every bidder, while submitting commercial bid, shall submit an Integrity Pact Bank Guarantee for an amount of * ___ in favour of the Buyer in Indian Rupees only. (i) Guarantee will be from an Indian Public Sector Banks promising payment of the guaranteed sum to the Ministry of Defence, Government of India, represented on behalf of the President of India, on demand within three working days without any demur whatsoever and without seeking	8.1 Every bidder, while submitting commercial bid, shall Submit and Integrity Pact Bank Guarantee for an amount of * ___ in favour of the Buyer in Indian Rupees only. (i) Guarantee will be from an Indian Public Sector Bank promising payment of the guaranteed sum to the Ministry of Defence, Government of India, represented on behalf of the President of India, on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the buyer shall be treated as conclusive proof for payment. A model Bank Guarantee format is enclosed.

		<p>any reasons whatsoever. The demand for payment by the Buyer shall be treated as conclusive proof for payment. A model Bank Guarantee format is enclosed.</p> <p>*At present, the amount of Integrity Pact Bank Guarantee is ₹1 crore in cases where the cost as estimated by the Buyer is above ₹100 crore and up to ₹300 crore and ₹3 crore if above ₹300 crore.</p>	<p>* At present, the amount of Integrity Pact Bank Guarantee is ₹5 Lakh in cases where the cost as estimated by the Buyer is above ₹20 crore and below 100 crore, ₹1 crore above ₹100 crore and up to ₹300 crore, ₹5 crore above ₹300 crore and up to ₹5000 Cr and ₹10 crore if above ₹5000 crore.</p>
(g)	8.2/125	<p>8.2. The Integrity Pact Bank Guarantee (IPBG) shall be valid upto and including 45 days after the validity of commercial offer. However, bidders will be required to extend the Integrity Pact Bank Guarantee, as and when required by the buyer. In the case of the successful bidder, validity of the Integrity Pact Bank Guarantee will be extended upto the satisfactory completion of the contract. Integrity Pact Bank Guarantee shall be returned promptly in case of unsuccessful bidders.</p>	<p>8.2. The Integrity Pact Bank Guarantee (IPBG) shall be valid upto Three years from the date of submission. However, bidders will be required to extend the Integrity Pact Bank Guarantee, as and when required by the buyer. In the case of the successful bidder, validity of the Integrity Pact Bank Guarantee will be extended upto the satisfactory completion of the contract. In case a vendor unilaterally decides to withdraw from procurement scheme or has been declared non complaint and if he wishes to withdraw his IPBG, he may do so provided he gives an undertaking that he has no complaints and will not make any complaints in the case.</p>
(h)	1/129	<p>In consideration of President of India (hereinafter called the Government) represented by Joint Secretary & Acquisition Manager/ Major General or equivalent, Service Hqr/Coast Guard, Ministry of Defence, on the first part and M/s _____ of _____ (hereinafter referred to as Bidder) on the second part, having agreed to accept a sum of ₹ _____ (₹ _____) in the form of Bank Guarantee towards Integrity Pact for the Request for Proposal for procurement of _____ we _____ (Name of the Bank), (hereinafter referred to as the Bank), do hereby undertake to pay to the Government on demand within 3(Three)</p>	<p>In consideration of President of India (hereinafter called the Government) represented by Joint Secretary & Acquisition Manager/ Major General or equivalent, Service Hqr/Coast Guard, Ministry of Defence, on the first part and M/s _____ of _____ (hereinafter referred to as Bidder) on the second part, having agreed to accept a sum of ₹ _____ (₹ _____) in the form of Bank Guarantee towards Integrity Pact for the Request for Proposal for procurement of _____ we _____ (Name of the Bank), (hereinafter referred to as the Bank), do hereby undertake to pay to the Government on demand within 3(Three) working days without any demur and without seeking any reasons whatsoever, an amount not exceeding ₹ _____ (₹ _____) and the guarantee will remain valid upto Three years from the date of submission i.e. _____ (date). The Integrity Pact Bank Guarantee shall be</p>

		working days without any demur and without seeking any reasons whatsoever, an amount not exceeding ₹.____ (₹____) and the guarantee will remain valid upto and including 45 days after the validity of the commercial offer i.e. _____ (date). The Integrity Pact Bank Guarantee shall be extended from time to time as required by the buyer.	extended from time to time as required by the buyer.
(i)	19/215	19. <u>Integrity Pact.</u> (<i>An Integrity Pact would be signed between MoD and the seller for schemes exceeding ₹100 Crs, irrespective of the value of the price bids</i>). In the subject RFP, the bidder is required to sign and submit Pre Contract Integrity Pact (IP) given at Enclosure 8A and shall also deposit ₹_____ Crores as Integrity Pact Bank Guarantee (IPBG) through any of the instruments mentioned there in. This would be submitted in a separate envelope clearly marked as ‘IPBG’ at the time of Technical and price bids.	19. <u>Integrity pact</u> (An Integrity Pact would be signed between MoD and the seller for all schemes exceeding ₹20 crore irrespective of the value of the price bids). In the subject RFP, the bidder is required to sign and submit Pre Contract Integrity Pact (IP) given at Enclosure 8A and shall also deposit ₹_____ Crores/ Lakhs (as applicable) as Integrity Pact Bank Guarantee (IPBG) through any of the instruments mentioned therein. This would be submitted in a separate envelope clearly marked as ‘IPBG’ at the time of Technical and price bids.
(k)	32/251	32. <u>Integrity Pact.</u> Further signing of an ‘Integrity Pact’ would be considered between government department and the bidder for schemes exceeding ₹100Crs. (k) Every Bidder while submitting techno commercial bid shall also deposit ₹__Crores as IPBG through any of the instruments mentioned at Para 8 of Enclosure 8A . This would be submitted in a separate envelope clearly marked as ‘IPBG’ along with technical and commercial proposals.	32. <u>Integrity Pact.</u> Further signing of an ‘Integrity Pact’ would be considered between government department and the bidder for all schemes exceeding ₹20Crore. (k) Every Bidder while submitting techno commercial bid shall also deposit ₹_____ Crores / Lakh (as applicable) as IPBG through any of the instruments mentioned at Para 8 of Enclosure 8A. This would be submitted in a separate envelope clearly marked as ‘IPBG’ along with technical and commercial proposals.

(l)	6/256	6.(g) The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.	6.(g) The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts. Complaint will be processed as per Guidelines for Handling of Complaints in vogue. In case the complaint is found to be vexatious, frivolous or malicious in nature, it would be construed as a violation of Integrity Pact.
(m)	9/256	<p>9. Every bidder, while submitting commercial bid, shall submit an Integrity Pact Bank Guarantee for an amount of * _____ in favour of the Buyer in Indian Rupees only. Guarantee will be from Public Sector Banks, promising payment of the guaranteed sum to the Ministry of Defence, Government of India, represented on behalf of the President of India, on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Buyer shall be treated as conclusive proof for payment. A model Bank Guarantee format is enclosed.</p> <p>*At present, the amount of Integrity Pact Bank Guarantee is ₹1 crore in cases where the cost as estimated by the Buyer is above ₹100crore and upto ₹300 crore and ₹3 crore if above ₹300 crore.</p>	<p>9 Every bidder, while submitting commercial bid, shall submit an Integrity Pact Bank Guarantee for an amount of * _____ in favour of the Buyer in Indian Rupees only. Guarantee will be from Public Sector Banks, promising payment of the guaranteed sum to the Ministry of Defence, Government of India, represented on behalf of the President of India, on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Buyer shall be treated as conclusive proof for payment. A model Bank Guarantee format is enclosed.</p> <p>*At present, the amount of Integrity Pact Bank Guarantee is ₹5 Lakh for all cases where the cost as estimated by the Buyer is above ₹20 crore and below ₹100 Crore, ₹1 crore above ₹100 crore and upto ₹300 crore. ₹5crore above ₹300 crore and upto ₹5000cr. and ₹10 crore if above ₹5000 crore.</p>
n.	10/256	10. The Integrity Pact Bank Guarantee (IPBG) shall be valid up to and including 45 days after the validity of commercial bid. However, bidders will be required to extend the Integrity Pact Bank Guarantee, as and when required by the buyer. In the case of the successful bidder, validity of the Integrity Pact Bank Guarantee will be	10. The Integrity Pact Bank Guarantee (IPBG) shall be valid upto Three years from the date of submission. However, bidders will be required to extend the Integrity Pact Bank Guarantee, as and when required by the buyer. In the case of the successful bidder, validity of the Integrity Pact Bank Guarantee will be extended upto the satisfactory completion of the contract. In case a vendor unilaterally decides to withdraw from procurement scheme or has been declared

		extended up to the satisfactory completion of the contract. Integrity Pact Bank Guarantee shall be returned promptly in cases of unsuccessful bidders.	non complaint and if he wishes to withdraw his IPBG, he may do so provided he gives an undertaking that he has no complaints and will not make any complaints in the case.
(o)	1/260	In consideration of President of India (hereinafter called the Government) represented by Joint Secretary and Acquisition Manager, Ministry of Defence, on the first part and M/s _____ of _____ (hereinafter referred to as Bidder) on the Second part, having agreed to accept a sum of ₹_____ (₹_____) in the form of Bank Guarantee towards Integrity Pact for the Request for Proposal for procurement of _____ we _____ (Name of the Bank), (herein after referred to as the Bank), do hereby undertake to pay to the Government on demand within 3 (three) working days without any demur and without seeking any reasons whatsoever, an amount not exceeding ₹_____ (₹_____) and the guarantee will remain valid upto and including 45 days after the validity of the commercial bid i.e. _____ (date). The Integrity Pact Bank Guarantee shall be extended from time to time as required by the buyer.	In consideration of President of India (hereinafter called the Government) represented by Joint Secretary and Acquisition Manager, Ministry of Defence, on the first part and M/s _____ of _____ (hereinafter referred to as Bidder) on the Second part, having agreed to accept a sum of ₹_____ (₹_____) in the form of Bank Guarantee towards Integrity Pact for the Request for Proposal for procurement of _____ we _____ (Name of the Bank), (hereinafter referred to as the Bank), do hereby undertake to pay to the Government on demand within 3 (three) working days without any demur and without seeking any reasons whatsoever, an amount not exceeding ₹_____ (₹_____) and the guarantee will remain valid upto Three years i.e. _____ (date). The Integrity Pact Bank Guarantee shall be extended from time to time as required by the buyer.
(p)	31/290	31. Integrity Pact. An 'Integrity Pact' would be signed between government department and the bidders for all procurement schemes over ₹100 crore. The Integrity Pact would be a binding agreement between the government department and bidders for specific contracts in which the government promises that it will not accept bribes during the procurement process	31. Integrity Pact. An 'Integrity Pact' would be signed between government department and the bidders for all procurement schemes over ₹20 crore. The Integrity Pact would be a binding agreement between the government department and bidders for specific contracts in which the government promises that it will not accept bribes during the procurement process and bidders promise that they will not offer bribes. The draft Integrity Pact document is placed as Annexure I to the Appendix 'H' of Schedule I of DPP-2013.

		and bidders promise that they will not offer bribes. The draft Integrity Pact document is placed as Annexure I to the Appendix 'H' of Schedule I of DPP-2013.	
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2. These amendments shall come into effect immediately.
3. All concerned authorities may kindly note for information and compliance.

(Praveen Kumar)
Director (Acq)
Tel: 23792865

To

CISC VCOAS VCNS VCAS DG(CG)

All Joint Secretaries/Additional FAs /Finance Managers/Technical Managers/
DGWE/ ACAS(Plans)/ACNS(P&P)/Directors/Deputy Secretaries.

Copy for information to: PS to RM, PS to RRM, SO to Defence Secretary, PPS to Secretary(DP), SO to SA to RM, PPS to FA(DS), PS to DG(Acq), PPS to AS(R), PPS to AS(DP), PPS to FA(Acq) & AS, CGDA, Principal IFAs

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Copy also to: US(IT), Room No. 217, 'B' Wing, Sena Bhavan- for uploading this ID on MoD website under DPP-2013 immediately for information of all concerned.