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[Phone No. 07152-232669, Fax No. 07152-247602/230903]

[Website : www.hindivishwa.org]

अभिरुचि का प्रदर्शन (Expression of Interest)

Tender No. : MGAHV/008-CD/2017-18/01

Date : 11.05.2017

विश्वविद्यालय में UPSKNNL/UPSCIDCL द्वारा किए जा चुके/किए जा रहे/किए जाने वाले निर्माण कार्यों की देख-रेख, संबंधित बिलों के सत्यापन आदि कार्यों के लिए Project Management Consultant (PMC) की आवश्यकता है।

क्र.	विवरण	निविदा शुल्क	ई.एम.डी. शुल्क	निविदा जमा करने की अंतिम तिथि
01	Project Management Consultant (PMC) की आवश्यकता	1000/-	25,000/-	Upto 3.00 PM on 02.06.2017

उपर्युक्त संदर्भ में Expression of Interest की पूरी जानकारी विश्वविद्यालय की वेबसाइट www.hindivishwa.org एवं भारत सरकार की वेबसाइट www.eprocure.gov.in पर भी उपलब्ध है।

नोट – भविष्य में कोई भी सूचना मात्र विश्वविद्यालय की वेबसाइट पर दी जाएगी।

कुलसचिव

**MAHATMA GANDHI ANTARRASHTRIYA
HINDI VISHWAVIDYALAYA**

Post Hindi Vishwavidyalaya, Gandhi Hills, Wardha-442 001.

(Phone No. 07152-232669, Fax No. 07152-247602/230903)

[Website : www.hindivishwa.org]



ज्ञान शांति मैत्री

**EXPRESSION OF INTEREST DOCUMENT
FOR PROJECT MANAGEMENT
CONSULTANCY SERVICES**

MAHATMA GANDHI ANTARRASHTRIYA HINDI VISHWAVIDYALAYA

Post Hindi Vishwavidyalaya, Gandhi Hills, Wardha-442 001.

(Phone No. 07152-232669, Fax No. 07152-247602/230903)

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EOI No. : MGAHV/008-CD/2017-18/01

Date : 11.05.2017

File No. : 34/Tender/PMC/2017/01

EXPRESSION OF INTEREST DOCUMENT FOR PROJECT MANAGEMENT CONSULTANCY SERVICES



TENDER FORM SALE WILL START FROM	:	10.00 AM on 12.05.2017
LAST DATE FOR SALE OF TENDER FORM	:	Upto 05.00 PM on 01.06.2017
LAST DATE FOR RECEIPT OF TENDER FORM	:	Upto 03.00 PM on 02.06.2017
DATE OF OPENING OF TENDER	:	At 04.00 PM on 02.06.2017

- Tender available on www.eprocure.gov.in & www.hindivishwa.org

TENDER FORM PRICE Rs. 1000/-



MAHATMA GANDHI ANTARRASHTRIYA HINDI VISHWAVIDYALAYA
GANDHI HILLS, UMRI, WARDHA-442001(Maharashtra).
PHONE NO: 07152-232669, Fax No. 07152-247602/230903
WEB SITE-www.hindivishwa.org

NOTICE INVITING EXPRESSION OF INTEREST

Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya, Wardha (Maharashtra) invites sealed EOI for PROJECT MANAGEMENT CONSULTANCY SERVICES for the construction activity in the university campus at Wardha and other locations as required. The EOI in two bid system are invited as detailed in EOI document. Earnest Deposit Money of Rs.25,000/- (Rupees Twenty Five Thousand Only) shall be deposited in the form of a Demand Draft in favour of Finance Officer, MGAHV, Wardha payable at Wardha from a Nationalized or a Scheduled Bank. Any EOI not accompanied with Earnest Money will be rejected. EOI document shall be available for sale at Department of Campus Development, Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya, Gandhi Hills, Wardha (Maharashtra) on payment of Rs.1,000/- (Rupees One Thousand Only) by A/c Payee Demand Draft in favour of Finance Officer, MGAHV, payable at Wardha. The EOI form can be collected on all working days from 12.05.2017 to 01.06.2017 (Monday to Friday) 10.00 am to 05 pm. The EOI documents can also be downloaded from website www.eprocure.gov.in & www.hindivishwa.org. The Consultant submitting downloaded EOI document shall attach DD for Rs.1,000/- (Rupees One Thousand Only) with the EOI in favour of Finance Officer, MGAHV, Wardha payable at Wardha. Please refer website www.hindivishwa.org and governments website www.eprocure.gov.in for all other related details.

The EOI shall be on two bid system, where techno-commercial details (Detailed in qualifying criteria) along with EMD for Rs.25,000/- (Rupees Twenty-five Thousand Only) shall be put into envelop No. (1) and price bid shall be put in to the envelop No. (2) Both envelopes after being sealed properly shall be put into envelop No. (3) which should be properly sealed, before it is put into the EOI drop box. The consultant who do not qualify the pre qualification shall be summarily rejected and their price bids shall not be opened. Competent Authority can reject any or all EOI without assigning any reason. If the date of receipt/opening of EOI is declared as holidays, the same shall be received / opened on the next working day. The competent authority can also consider higher bidder if the PMC firm has comparatively high profile and best of professional ability.

Registrar,
Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya,
Wardha (Maharashtra)



MAHATMA GANDHI ANTARRASHTRIYA HINDI VISHWAVIDYALAYA
GANDHI HILLS, UMRI, WARDHA-442001(Maharashtra).
PHONE NO: 07152-232669, Fax No. 07152-247602/230903
WEB SITE-www.hindivishwa.org

NAME OF WORK :

Expression of Interest (EOI) for Providing Project Management Consultancy Services to the MGAHV, Wardha.

EARNEST MONEY DEPOSIT:

Rs. 25,000/- (Rupees Twenty Five Thousand Only) This shall be in the form a Demand Draft payable in favour of **Finance Officer , MGAHV, Wardha** from a Nationalized or a Scheduled Bank. Any Tender not accompanied with Earnest Money will be rejected.

SUBMISSION OF OFFERS :

The EOI document shall be submitted in a sealed cover superscribed with the following information:

- Name of the project and due date.EOI for providing Project Management Consultancy Services to the university.
- This shall contain separately sealed three no. envelopes superscribed as below:
Envelope 1 : **Techno Commercial + EMD**
Envelope 2 : **Price -Bid**
Envelope 3 : **Envelop 1 & 2**

ENVELOPE 1 of offer shall contain **Earnest Money Deposit** DD and tender cost in a sealed envelope **and TECHNICAL BID schedule** issued herewith, (As listed in qualifying criteria). Please mention email Id and mobile number also.

ENVELOPE 2 of offer shall contain only the **PRICE BID**, in percentage the professional fees on cost of the project. No corrections are permitted. All corrections in quoted prices must be stamped and signed. Any conditions mentioned in PRICE BID shall not be taken into account. Covering letter, technical submissions and other details required shall form part of the offer.

ENVELOPE 3 : Envelop 1 & 2



MAHATMA GANDHI ANTARRASHTRIYA HINDI VISHWAVIDYALAYA
GANDHI HILLS, UMRI, WARDHA-442001(Maharashtra).
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LAST DATE & TIME FOR RECEIPT OF TENDERS: As per the above schedule.

The technical bid of EOI shall be opened at 5.00 PM on 02/06/2017 As per the above schedule in the presence of available Tenderers/Authorized representatives. **Envelop-1** shall be opened first and EMD and Technical Qualifications shall be evaluated by the TEC (Technical Evaluation Committee) as per guidelines mentioned in Instructions to Tenderers. The price bid of only those who meet the requirements as per the Technical Bid will be opened separately on date decided by the TEC (Tender Evaluation Committee) & the successful bidder will be informed (through email) of the same.

PLACE OF SUBMISSION:

The EOI to be dropped at Drop Box titled **EOI No: MGAHV/008-CD/2017-18/01** in the tender box placed in the Department of Campus Development of MGAHV, Wardha.

Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya, Wardha (Maharashtra) reserves the right to accept or reject any or all tenders in part or in total without assigning any reason thereof.

Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya will not be responsible for any delay, loss or non-receipt of tenders sent by post. Offers sent by **Fax/Email/shall not be accepted.**

QUALIFYING CRITERIA FOR EOI

- 1) Experience of minimum 5 years of providing PMC (Project Management Consultancy) Services for mega project (project cost over Rs.50 Crores (Rupees Fifty Crores Only). Specialized in building construction.
- 2) Experience of providing PMC services for Govt. Institutes such as central/state university IIT's etc. for minimum of 5 years.
- 3) PMC shall be fully conversant with CPWD practices, with respect to execution of various activities related the construction and bill certification.
- 4) Must have sound engineering back ground related to verification of bills of construction Agency. Must have verified and certified bills of construction agency over Rs.50 Crores (Rupees Fifty Crores Only). There working staff must have engineering degrees.
- 5) Must be conversant in finalising the rates of Non-schedule items as per CPWD Analysis/Practices. Must have finalised and recommended about 10 items.
- 6) The firm must have a H.O/Local office within 200 Km of the University for effective coordination monitoring and site visit to the University. (Detail address of HO/Local office within 200 km of University i.e. Wardha should be provided)
- 7) The University expects the PMC to provide best of the professional services and as such preference will be given to the high profile Pvt.Ltd. firm in comparison with PMC firm of other categories. Certificate of incorporation, corporate Identity no of the firm shall be mandatory.
- 8) The PMC firm/Directors/adviser/partners must be member of minimum three professional organisations such as Association of Consulting civil Engineers, Indian concrete Institutes, Indian water work Association, Indian Institutes of Architects, Institutes of valuers or other professional Bodies.
- 9) Must have
 - I. PAN (Every director and signatory of the firm)
 - II. Aadhar card (Every director and signatory of the firm)
 - III. Voter ID (Every director and signatory of the firm)
 - IV. Tax deduction Account No. (TAN)
 - V. Services tax code.
 - VI. Certificate of registration under sub section (1) of section (5) of Maharashtra state Tax on profession.
 - VII. Maharashtra shop establishment registration. (if applicable)
- 10) Average Annual financial turn over of the PMC firm (i.e. professional fees received) during the last 5 years (i.e. year March 2012 to year march 2016) should not be less than Rs.40 Lakh (Rupees Forty Lac Only).
- 11) Value of the bills of the construction agency certified by the PMC during the last 5 years i.e. Up to 31/03/2017 should not be less than 50 Crores (Rupees Fifty Crores Only).
- 12) The firm should be able to provide architectural services to the University, if desired.
- 13) Every document must be self attested as well as signed and sealed by director of the firm.
- 14) Government PMC companies may apply.

INSTRUCTIONS TO EOI OFFERER

TERM OF CONTRACT:

The contract for providing PMC services shall be initially for a period of 01 year (One year) which may be extendable after evaluation of performance.

SITE INFORMATION:

The work involves Providing Project Management Consultancy services for building and infrastructure works at Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya, Wardha (Maharashtra) CAMPUS PREMISES and other locations as may be required.

INFORMATION/DOCUMENTS REQUIRED WITH OFFERER:

All details as mentioned in two copies (one original + 1 set of photocopies) including original EOI document and addendum (if any), which shall be submitted in one copy only.

The offerers should note that all the documents/ information as mentioned above and other section of the documents must be enclosed with the offerers and that the offers as received shall be evaluated based on the document/ information enclosed with the offers.

It shall not be obligatory to further correspond with the offerers on the above aspect. No communication/representation in this regard shall be entertained.

SUBMISSION OF OFFER:

Offers duly filled in should be submitted along with Earnest Money as stipulated in the Notice Inviting EOI. Earnest Money shall be accepted only in the form of DD. Offers without Earnest Money Deposit will be rejected.

Offers shall be submitted in the following manner, in separately sealed envelopes duly super scribed as below:

ENVELOPE 1:

- **EMD + TECHNICAL BID:**

EMD shall be submitted in the form of a Demand Draft from a Nationalized/ Scheduled Bank.

- **TECHNICAL BID:**

This part shall contain ORIGINAL offer Documents duly filled in as required, but without professional fees.

The supporting documents required under qualifying criteria in support of serial 1 to 12 with all required documents.(Xerox copy duly attested by authorized signatory of the firm)

List of work in hand for providing PMC services to be enclosed. Deed of partnership and authorisation letter for the partner for authorized signatory for this document. Email ID and mobile number must be written.

ENVELOPE 2:

PRICE BID:

This part shall contain only the professional fees quoted in words and figures on percentages based cost of the project.

RATES TO BE IN FIGURES AND WORDS:

The offerer should quote in English both in figures as well as in words. If any discrepancy found between the rates in figures and words of the percentage shown in the offer. Written in words shall be taken as correct.

VALIDITY OF OFFER:

The offer shall remain valid for acceptance for a minimum period of 3 months (Three months) from the date of opening of price bid.

CONTRACT AGREEMENT:

- Contract document for agreement shall be prepared after award of PMC services to the successful bidder by detailed letter of Intent. Until the final contract documents are prepared and executed, this tender document together with the annexed documents, modifications, deletions agreed upon by the Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya, Wardha (Maharashtra) and Bidder shall constitute a binding contract between the successful Bidder and the University based on terms contained in the aforesaid document.
- The successful bidder shall be required to deposit Rs. 10 Lac (Rupees Ten Lac only) as performance security or submit Bank Guarantee of the same value before executing agreement.
- This amount shall be refunded only after completion of liability period of 06 months (Six months) from the end of contract.

THE CONTRACT DOCUMENT SHALL CONSIST OF THE FOLLOWING:

- a) Original tender documents issued with its enclosures.
- b) Addendum/ Dedendum/Corrigendum to tender documents issued, if any.
- c) The detailed letter of Acceptance along with Statement of Agreed Variation (if any) and enclosures attached therewith.
- d) Contract Agreement on stamp paper of appropriate value in prescribed format.

IMPORTANT NOTES:

- i. Offer not containing above information in the prescribed manner shall be liable to reject.
- ii. Only percentage of professional fees shall be read out during the offer opening and no other conditions including Technical details whatsoever.
- iii. Sole responsibility of PMC – Work and bill certification will be in time bound manner.
- iv. PMC will establish his own office at his own cost. University will provide only one room space on payment basis.

Registrar,

Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya,
Wardha (Maharashtra)

PRICE BID

Professional fees for providing project management consultancy services. Percentage on cost of the project. (Based on value of certified bills of construction agency)

Percentage in figure

Percentage in words

Signature of authorized representative with seal.

Name : -----

Designation : -----

VALIDITY OF OFFER

From:
.....

Dear Sir,

We hereby submit our offer in full compliance with the terms and conditions of the attached Document.

Earnest money deposit in the form of DD as required **Rs. 25,000/- (Rupees Twenty Five Thousand Only)** is enclosed.

Our offer shall remain valid for acceptance for a period of three months from the date of opening of price bid EOI.

Very truly yours,

(Seal and Signature of the firm)

Full Name _____

Title & Capacity _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

CERTIFICATE OF THE COPY OF RESOLUTION OF BOARD OF DIRECTOR
AUTHORISING SIGNITORY TO BE ENCLOSED :

Certify that I am _____
Secretary of the Organization organized under the laws of _____
and that _____ who signed the above tender is authorized to and the organization
by authority of its governing body.

(SEAL AND SIGNATURE OF THE CONTRACTOR)

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2016, between, on one hand, the President of India acting through Shri _____ Designation of the officer, Ministry/Department, Government of India (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. _____ represented by Shri _____ Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/ Equipment/ item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/Partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

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

enabling the BUYER to obtain the desired said stores/equipment 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 BIDDERS 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 BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

The parties hereto hereby agree to enter into his Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, 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 BUYER 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.
 - 1.3 All the officials of the BUYER 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 any such preceding misconduct on the part of such official (s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other

action as deemed fit, including criminal proceedings may be initiated by the BUYER 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 BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

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

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

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour any material or immaterial benefit or other advantage commission, fees, brokerage or inducement to any official of the BUYER 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 Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence 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 BUYER 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, 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 BUYER 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 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 will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier, The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER'S firm , the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in section 6 of the Companies Act 1956.

3.13 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 BUYER.

4. **Previous Transgression**

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

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

5. Earnest Money (Security Deposit)

5.1 While Submitting commercial bid, the BIDDER shall deposit an amount _____ (to be specified in RFP) as Earnest Money/security Deposit, with the BUYER through any of the following instruments:

- (1) Bank Draft or a Pay Order in favour of _____
- (2) A Confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER 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 of payment.
- (3) Any other mode or through any other instrument (to be specified in the RFP)

5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6 Sanction for Violations

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 BUYER to take all or any one of the following actions, wherever required:-

- a) 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.
- b) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.
- c) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- d) To recover all sums already paid by the BUYER 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 BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- e) 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.

- f) 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 BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money (s) due to the BIDDER.
- g) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- h) 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.
- i) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- j) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(1) to (10) 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 (9) of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

7 **Fall Clause**

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU 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 BUYER, if the contract has already been concluded.

8 **Independent Monitors**

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including, minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the 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 parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/ BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9 Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the BUYER 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

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11 Other Legal Action

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.

12. Validity

12.1 The validity of this Integrity Pact shall be from the date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of

both the BUYER and the BIDDER/Seller, including warranty period, whichever is later, In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 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. The parties hereby sign this Integrity Pact an _____ on _____

BUYER

BIDDER

Name of the Officer

CHIF EXECUTIVE OFFICER

Designation

Deptt./MINISTRY/PSU

Witness

Witness

1. _____

1. _____

2. _____

2. _____

*Provisions of these clauses would need to be amended/deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.