

भारतीय उष्णदेशीय मौसम विज्ञान संस्थान
पाषाण, पुणे - 411 008
INDIAN INSTITUTE OF TROPICAL METEOROLOGY
PASHAN, PUNE-411008

निविदा सूचना/TENDER NOTICE

निदेशक, भारतीय उष्णदेशीय मौसम विज्ञान संस्थान (पृथ्वी विज्ञान मंत्रालय, भारत सरकार का एक स्वायत्त संस्थान), डॉ. होमी भाभा मार्ग, पाषाण, पुणे - 411 008 (भारत) "मेघदूत सभागृह एचडी (HD) वीडियो एवं ऑडियो सिस्टम" के व्यापक रखरखाव अनुबंध हेतु निर्माताओं/आपूर्तिकारों एवं उनके अधिकृत विक्रय एजेंटों से पृथक मुहरबंद लिफाफे में मुहरबंद निविदाएं (भाग-I तकनीकी बोली, भाग-II वाणिज्यिक बोली) आमंत्रित करते हैं।

Director, Indian Institute of Tropical Meteorology (An autonomous Institute under the Ministry of Earth Science, Govt. of India), Dr. Homi Bhabha Road, Pashan, Pune- 411 008 (India) invites sealed tenders (Part-I – Technical Bid, Part-II –Commercial Bid) in separate sealed covers from Manufacturers / Suppliers and their accredited selling agents for the Comprehensive Maintenance Contract of "Meghdoot Auditorium HD Video and Audio System"

विस्तृत विवरण सहित निविदा दस्तावेज संस्थान की वेबसाइट से डाउनलोड किए जा सकते हैं।

Tender documents with details can be downloaded from Institute's website.

आईआईटीएम, पुणे में निविदा प्राप्त होने की अंतिम तिथि :15 जुलाई 2015 को 12:00 बजे

Last date of receipt of Tender at IITM, Pune :15th July 2015 at 12:00 hrs.

निविदा खोलने की तिथि (केवल तकनीकी बोलियों) :15 जुलाई 2015 को 15:00 बजे

Opening of Tenders (Technical bids only) :15th July 2015 at 15:00 hrs.

संस्थान को किसी निविदा या सभी निविदाओं को बिना कारण बताए निरस्त करने का अधिकार है। विवरण हेतु कृपया सरकार का सेंट्रल प्रोक्योरमेंट पोर्टल (सीपीपी) <http://www.eprocure.gov.in> साथ ही संस्थान की वेबसाइट <http://www.tropmet.res.in> देखें।

The Institute reserves the right to reject any or all tenders without assigning any reason thereof. For details please visit Government's Central Procurement Portal (CPP) <http://www.eprocure.gov.in> as well as this Institute's Website: <http://www.tropmet.res.in>

वैज्ञानिक अधिकारी- II, कृते निदेशक
ई-मेल/Email: psu.iitm@tropmet.res.in

**INDIAN INSTITUTE OF TROPICAL METEOROLOGY
PASHAN, PUNE 411 008**

1. Introduction

Indian Institute of Tropical Meteorology, Dr. Homi Bhabha Road, Pashan, Pune 411008 is an autonomous scientific research Institute under Ministry of Earth Science, Govt. of India.

2. Purpose of the tender

The purpose of the tender is to invite tenders for “**Comprehensive Maintenance Contract of Meghdoot Complex Audio & HD Video Systems**, as per the annexure I & II.

3. Terms & Conditions

- a. The Tenderers are requested to submit their sealed tenders in their own forms in two bids, i.e. i) technical bid and ii) commercial bid. Both the sealed bids should be sent in another sealed envelope addressed Director, Indian Institute of Tropical Meteorology, Dr. Homi Bhabha Road, Pashan, Pune -411008, so as to reach on or before due date i.e. 30th June 2015.
- b. Bidders have to submit two separate bids in two envelopes and you may keep both the bid envelopes in an envelope for sending to us. One envelope will contain only the technical Specifications, EMD, and Tender fee. Another envelope will contain only the commercial bid, AMC Price, and any other information which has financial implications along with Annexure – II. The main envelope which will contain both the bids, should be super scribed with our tender enquiry No. PWS/141/2015/12 due date 30th June 2015, Quotation for Comprehensive Annual Maintenance Contract of Meghdoot Complex Audio & Video Systems.
- c. This tender is not transferrable.
- d. Please indicate page nos. on your quotation i.e. if the quotation is containing 25 pages; please indicate page nos. as 1/25, 3/25,.....25/25.
- e. The last date for the receipt of duly completed tenders/quotations is **15th July 2015**.
- f. The technical bids will be opened on the specific due date and the commercial bids of only those bidders will be opened whose technical bid is found suitable to us.
- g. The quotations received after the due date will not be considered, quotations received thru fax, email are also not considered.
- h. The quotations must be valid for 120 days from the date of opening.

- i. The institute reserves the right to accept or reject any quotation or part thereof without assigning any reason.
- j. The successful bidder shall not further sublet of the Comprehensive Maintenance Contract under any circumstances to a third party/sub contractor.
- k. The successful bidder has to submit an agreement on Rs. 100/- non-judicial stamp paper.
- l. The bidders have to indicate the name of the Indian reputed organizations where they have maintained similar equipment and may attach the satisfactory performance report.
- m. If bidders have maintained identical or similar equipments in institutes under Ministry of Earth Science and Ministry of Science & Technology, the details of such contracts for preceding 3 years should be given together with prices eventually or finally paid.
- n. Based on the information IITM will have its option to obtain details of the equipment, their performance, after sales services etc. for evaluation of the tender, directly from the concerned labs. / Scientists etc.
- o. The Institute is autonomous scientific research organization under the Ministry of Earth Sciences and is a recognized center for studies leading to M.Sc. and Ph.D. of the University of Pune and various other Universities. As such, all possible concessions / discounts / rebates applicable for educational Institutions may be given.
- p. The vendor should have appropriate facilities and trained personnel for maintenance of the equipment. Detailed information in this regard may be furnished. The Tenderers is required to furnish the Permanent Account Number (PAN) Allotted by the Income Tax Department. If registered with the National Small Industries Corporation, the registration number, purpose of registration and the validity period of registration' etc. should also be provided in Technical Bids.
- q. Turn over : 50,00,000/-
- r. Vendor should clearly mention the following:
 - Company profile with a list of those institutes/users should be attached where vendor has maintained the equipments in question in past.
 - A copy of latest Income Tax clearance Certificate from Income Tax Department (INDIA).
- s. Part and incomplete tenders are liable to be rejected.
- t. Conditional Offers will not be considered.

- u. The tenders must be clearly written or typed without any cancellations / corrections or overwriting. Fax / E-mail / Telegraphic / Telex tenders will not be considered.
- v. IITM will not be responsible for:
 - i) For delayed / late quotations submitted / sent by Post / Courier etc.
 - ii) For submission / delivery of quotations at wrong places other than office of Director, IITM, Pune – 411008.
- w. The vendor needs to have a full fledged office, PoC or testing centre to showcase and test the functionality of the ordered equipments in Pune.
- x. The vendor can do the site survey to understand the design & installed equipments on working days between 10:30 Hrs. to 5:00 Hrs.

4. Scope of the Work:

The Scope of the Comprehensive Annual maintenance contract of Meghdoot Complex Audio HD Video System will cover following tasks:

- a. EVAMP (Enhanced Value Added Maintenance) is inclusive of free attendance to all service calls & free repair/replacement of all defective parts of all audio, video equipment and by equivalent or higher specifications and also cover both preventive as well as corrective maintenance.
- b. The hardware and software problems will be reported to the contractor and will be attended by them based on priority indicated by IITM. On some occasions such complaints may be given directly by the IITM on non-working days/off duty hours or in emergency telephonically.
- c. CAMC includes the supply of relevant support packs and other software also for existing hardware.
- d. Maintenance service should be available from Monday to Friday from 9:30 to 18:00 hours.
- e. The contractor would carry out preventive maintenance once in every 03 months. Failure to do so shall attract penalty as deemed fit.
- f. The items that are defective and need to be replaced would be first checked by the IITM's Computer/IT Cell before those are declared as defective. The defective equipment/ items will be replaced by the equipment/ spares of the same specification/ make and, in case these are not available, the equipment with higher specification will have to be installed.
- g. Quarterly review of maintenance done by company manager.
- h. The contractor shall keep sufficient quantity of spare parts and other required spares available centrally for ready use.

- i. The engineers will not change the setting of any equipment without seeking the prior permission and information of computer division staff of the institute.
- j. The contract is comprehensive and covers free replacement of all defective parts from OEM.
- k. The contractor shall not further sublet of the CAMC under any circumstances to a third/ sub-contractor for the maintenance.
- l. The software maintenance shall include loading, reformatting to software, system/network, configuration and installation of software purchased by the IITM of the aforementioned category from time to time.

5. Earnest Money Deposit & Tender Document Fee

- a. **Bidder has to submit an EMD of Rs. 47,500.00 (Rs. Forty Seven Thousand Five Hundred Only)** in the form of Demand draft, banker's cheque or Bank Guarantee in favor of Director, Indian Institute of Tropical Meteorology, Payable at Pune. (Proforma of Bank Guarantee is enclosed as per Annexure – III).
- b. Bidder has to submit tender document fee of Rs. 500.00 in the form of Demand draft, banker's cheque in favor of Director, Indian Institute of Tropical Meteorology, Payable at Pune along with Technical Bid.
- c. EMD will be forfeited if a bidder withdraws his bid during the period of validity specified by bidder on the bid form.
- d. EMD of unsuccessful bidder will be returned as early as possible, but not later than 30 days, after issue of work order by the IITM or an expiry of the validity of the bid pursuant to clause 3 whichever is earlier. The EMD will bear no interest whatsoever.

6. Penalty Clause.

The Vendor Should give an SLA for (24X7) support valid for one year with 2 hours response time and next day resolution including configuration issues.

- a. **Response Time:** Within one day
Resolution Time: After Response Time the next day resolution time for resolving the problem.
- b. **Uptime:** during the EVAMP period contractor will be responsible to maintain the equipment in good working condition by maintaining 95% uptime on all working days.
- c. **Downtime:** the downtime will start from expiry of response / resolution time. Cost of the down time for each day is the amount twice than the AMC cost per day will be recovered from the contractor.

- d. The penalty clause will operate for complaints which are not attended within the stipulated time. The contractor will have to provide standby equipment, if he expects the repairs to take more than the specified period. In such case penal clause will not operate provided the original equipment is returned within a period of 7 working days from the date of its breakdown.

7. Security Deposit

Successful bidder is required to furnish an amount equivalent to 10% of the total order value as a 'Security Deposit' in the form of Bank Guarantee from any Nationalized / Commercial Bank in favor of 'Director, IITM, Pune' within 21 days on receipt of Purchase Order.

8. Payment Terms

- a. No Advance Payment
- b. Quarterly Payment after completion of each quarter and certification of satisfactory services from the competent Authority.

9. Contract Period

- a. The contract will be valid for period of one year from acceptance of P.O. (Purchase Order). Institute can terminate the contract if found unsatisfactory without any notice.
- b. The Contract may be extended for second and third year if the services are found satisfactory on the same terms and conditions.
- c. In case any dispute regarding maintenance, the Director, Indian Institute of Tropical Meteorology Pune will be the final authority to decide the appropriate action and it will be binding on the vendor.

**INDIAN INSTITUTE OF TROPICAL METEOROLOGY
PASHAN, PUNE 411 008**

**SUB – Comprehensive Maintenance Contract of “Meghdoot Auditorium
HD Video and Audio Systems**

LIST OF EQUIPMENTS INSTALLED IN MEGHDOOT AUDITORIUM

Sr. No.	Name Of Equipments	Make & Model	Quantity
1	24 Channel Digital Mixer	Sound Craft,Si 24 Compact	1
2	Wired Vocal Microphones	AKG, D5 S	3
3	Wired Instrumental Microphones	AKG , C5	3
4	50 cm Goosnec Mic	AKG, CN50E+CK33	3
5	Wireless Handheld Mic set	AKG,WMS450Vocal Set	2
6	Wireless Lapel/Collar Mic. Set	AKG, WMS 450 Presenter Set	2
7	BoundaryLayer Microphone	Crown PCC 160	2
8	Audio Digital Processor	BSS, BLU 100	1
9	Touch Screen Volume Control	BSS, BLU 10	1
10	POE Injector	BSS, Ps 48 POE	1
11	Laptop	Sony VAIO , VPVZ227GG	1
12	Main/Front Of hall Coloumn Loud Speaker	Tannoy, Q-Flex 24	2
13	Subwoofer	JBL, VT4880A	2
14	Dual Channel Amplifier 2100@8E per Channel	Crown, IT-12000HD	1
15	Stage Monitor	JBL, VRX915M	2
16	Dual Channel Amplifier 1200@8E per Channel	Crown, XTI 6002	1
17	Control Room Monitor	JBL, LSR 2325P	2
18	Ceiling Loud Speaker	JBL,Control 24 CTPlus Micro	13
19	Dual Channel Amplifier 300W@8E Per Channel	Crown,XLS 1500	1
20	Line Matching Transformer	Crown,T-170	2
21	Six Channel Active DI Box, Line Mixer	ARX ,DI 8SM	1
22	Audio Distribution Amplifier	RANE, DA216S	1
23	CD Player With I Pad Docking Station	TASCAM, CD 2001	1
24	Projector 10000ANSI Lumens	Christie, Road Ster HD 10K-M	1
25	Motorised Screen, 146"x260"	Dalite,Tansioned Large Electrol	1
26	3500 ANSI Lumens Projector	Hitachi, CPWUX 645	2
27	Motorised Screen, 52"x92"	Grand View	2
28	HD Display 46"	Sony, KDL-46 EX720	3
29	HD Display 40"	Sony, KDL-40 EX720	3

Sr. No.	Name Of Equipments	Make & Model	Quantity
30	BLU Ray Player	JVC, SR-HD 2500 US	1
31	Video Camera	Panasonic,AWHE50S+ AWCA20T6	3
32	Camera Control Unit	Panasonic, AWRP50	1
33	Audio Video Mixing Switcher	Panasonic, AGHMX100	1
34	Presentation Scalar Switcher	Kramer VP730	1
35	HDMI Distribution Amplifier(1x16)	Kramer VM-16 H	1
36	HDMI Over TP Transmitter	Kramer, PT571	10
37	TP to HDMI receiver	Kramer, PT572	10
38	HDMI Switcher (4x1)	Kramer, VS-41H	1
39	Video To HDMI Upscaler	Kramer, FC 331	2
40	HDMI Cable 0.5 Meter	Kramer, C-HM-HM-6	30
41	HDMI Cable 1.5 Meter	Kramer, C-HM-HM-12	10
42	HDMI Cable 10 Meter	Kramer, C-HM-HM-35	3
43	HDMI Cable 20 Meter	Kramer, C-HM-HM-50	2
44	HDMI Cable 30 Meter	Kramer, C-HM-HM-75	2
45	8.4" Touch panel	AMX, MVP 800I	1
46	Touch panel controller	AMX, NI 3100	1
47	Wireless Access Point	AMX, NXA-WAP 1000	1
48	Power motor controller	AMX, UPC 20	1
49	24 Port Net work Switch	CISCO	1
50	Equipment AV Rack 32U	HCL/ Customised	2
51	Power Conditioner	Fuman,AC-210E	2
52	Audio De Embedder	Kramer Fc-46XI	1
53	KIOSK	Kiosk With Digital Signage Player	2
54	21.5" Interactive Panel	Cacom, ODTU2231A/GO-CX	1
55	46" HD Display	Sony, KDL46HX750	2
56	Ceiling Loud Speaker	JBL, Control 24 CT Plus Micro	12
57	Audio Mixer	Soundcraft, EPM 6	2
58	Power Amplifier Dual Channel	Crown, XLS 1500	2
59	Line matching Transformer	Crown, T-170V	4
60	Wireless Handheld Mic set	AKG, WMS 450 Vocal Set	2
61	Wireless Lapel/Collar Mic. Set	AKG, WMS 450 Presenter Set	2



V. R. Mali
Sci. Officer – II
For Director

INDIAN INSTITUTE OF TROPICAL METEOROLOGY
PASHAN, PUNE 411 008

COMMERCIAL BID

NAME OF WORK: - Comprehensive Maintenance Contract of “Meghdoot Auditorium HD Video and Audio System”

Sr. No.	Description	Rate/year
1.	Comprehensive Maintenance Contract of “Meghdoot Auditorium HD Video and Audio System”	
2.	Discount if any	
3.	VAT	
4.	Service Tax	
	Total [(1-2)+3+4]	

INDIAN INSTITUTE OF TROPICAL METEOROLOGY
PASHAN, PUNE 411 008

BID SECURITY FORM

**NAME OF WORK: - Comprehensive Maintenance Contract of “Meghdoot Auditorium
HD Video and Audio System”**

Whereas I (hereinafter called “the Bidder”) has submitted its bid dated *(date of submission of bid)* for the supply of _____ *(name and/or description of the goods)* (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE _____ *(name of bank)* of *(name of the country)*, having our registered office at *(address of bank)* (hereinafter called “the Bank”), are bound unto *(name of Purchaser)* (hereinafter called “the Purchaser”) in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ___ day of 20_____. THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - a) fails or refuses to execute the Contract Form if required; or
 - b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, Without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to forty five days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)
Name of Bidder.

INDIAN INSTITUTE OF TROPICAL METEOROLOGY
PASHAN, PUNE 411 008

PRE CONTRACT INTEGRITY PACT

**NAME OF WORK: - Comprehensive Maintenance Contract of “Meghdoot Auditorium
HD Video and Audio System”**

General

This pre-bid-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2013, between, on one hand, the Director IITM, Pune acting through Shri _____, Designation of the officer, Ministry/ Department, Government of Indian (hereinafter called the ‘BUYER”, which expression shall mean and include, unless the context otherwise required, 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 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 BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto agree into this Integrity Pact and agree as follows :-

1. 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 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 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 proceeding, 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 the BUYER the proceedings under the contract would not be stalled.

3. 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 stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-
 - 3.1 The BIDDER will not offer directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 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, favor, 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 so 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 favor or disfavor 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 defense 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 if services agree 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 BIDDERS 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 contains 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 action mentioned above.
- 3.12 If BIDDER or any employee of the BIDDER or 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 financially interested/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 define in Section 6 of the Companies Act 1956.

- 3.13 The BIDDER shall not lend to or borrow any money from or entire 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 it makes incorrect statement on this subject BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. 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:
- i) Bank Draft or a Pay Order in favor of _____
 - ii) A confirmed guaranteed by an Indian Nationalized Bank. Promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusion proof of payment.
 - iii) Any other mode or through any other instruments (to be specified in the RFP).

- 5.2 The Earnest Money/ Security Deposit shall be valid upto a period of six months or the complete conclusion of the contractual obligation to the complete satisfaction of the 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 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 on employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitled the BUYER to take all or any one of the following actions, wherever required:
- i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - ii) The Earnest Money (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 thereof.
 - iii) To immediately cancel the contract. If already signed, without giving any compensation to the BIDDER.
 - iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereof at 2% higher that 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 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 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.

vii) 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.

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 BUYER with the BIDDER, the same shall not be opened.

(x) 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 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 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. Full 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 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 the 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 the 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 Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. **Validity**

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

BUYER
Name of the Officer
Designation
Deptt./Ministry/PSU

BIDDER
CHIEF EXECUTIVE OFFICER

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.