

E - Tender

For

**Microsoft Software License for Export-Import
Bank of India, Mumbai Head Office.**

Tender Reference No: IT/EXIM/RFP/2018-19/034

Ph: 022-22172410

E-Mail: dharmendra@eximbankindia.in

**Head Office: Center One Building, 21st Floor, World Trade Centre Complex,
Cuffe Parade, Mumbai – 400 005.**

Ph. 022-22172600, 2410

E-Mail: dharmendra@eximbankindia.in

TENDER DOCUMENTS FOR	Microsoft Software License for Export-Import Bank of India, Mumbai Head Office.
TENDER DOCUMENT COST	₹ 5,000/-
Last date for acceptance of Tender Document fee	21 st December 2018, 17.00 Hrs.
EMD Amount (INR)	Nil.
Date of Online Notice	11 th December 2018,
Document Downloading Start Date	11 th December 2018, 18:00 Hrs.
Document Downloading END Date	24 th December 2018, 14:00 Hrs.
Last Date and Time For Submission	24 th December 2018, 16:00 Hrs.
Opening Of Tender	24 th December 2018, 17:00 Hrs.
Last Date for IP Agreement Original Submission at Exim Bank, Head Office , Mumbai	21 st December 2018, 17.00 Hrs.
Place of Receipt of Tender	https://eximbankindiatenders.procuretiger.com

e-Tendering / Electronic Tendering / Web Tendering / Online Tendering is the simulation of the manual tendering process on the internet. i.e., the eligible bidders / tenders can log on to the internet site specified using a unique user name & password and place their Technical & Commercial bids. The eligible bidders will be trained by M/s e Procurement Technologies Ltd. (Abc Procure) personnel on the methodology of submitting the bids online using a special digital signature/electronic key / password at the date and time specified. The bids placed by the tenderers are confidential and will be opened by the authorized EXIM Bank officials. No other person can gain access to the information regarding the bids, which is confidential in nature.

Minimum requirement:

1. Computer/Laptop with internet connection
2. Operating system – Windows XP Service pack -3 / VISTA/ WINDOWS 7
3. Digital certificate -Class II or III, signing + Encryption, and it should be organizational certificate.

CONTACT INFORMATION FOR E-TENDER PROCESS

Vendor registration can be done online by opening Website:

<https://eximbankindiatenders.procuretiger.com>

Click on “New Bidder Registration” link, create User Id and Password and attach your Digital certificate. For any clarification kindly contact

e-Procurement Technologies Limited
A- 801 – Wall Street - II,
Opposite Orient Club,
Nr. Gujarat College, Ellis Bridge,
Ahmedabad – 380 006.
Gujarat State, India

Phone: +91 (79)-40270566/567/579/580/582/590
Fax: +91 (79) 40230847

E-Tendering Process Compliance Statement

The following terms and conditions are deemed as accepted by you for participation in the bid event:

1. The price once submitted cannot be changed.
2. Technical and other non-commercial queries (not impacting price) can be routed to the respective contact personnel of EXIM Bank indicated in the tender document. Bidding process related queries could be addressed to M/s e Procurement Technologies Ltd personnel indicated in the tender document.
3. Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of M/s e Procurement Technologies Ltd or the EXIM Bank. However, M/s e Procurement Technologies Ltd, shall make every effort to ensure availability of technology resources to enable continuous bidding.
4. M/s e Procurement Technologies Ltd does not take responsibility beyond the bid event. Order finalization and post order activities would be transacted directly between bidder and the EXIM Bank.
5. Bids once made cannot be withdrawn or modified under any circumstances.
6. EXIM Bank can decide to extend or reschedule or cancel an e-tendering.
7. The bidders are advised to visit <https://eximbankindiatenders.procuretiger.com> for any corrigendum etc.

I / We have read, understood and agree to abide by the e-tendering process compliance statement.

Date:

Organisation Name:

Name:

Designation:

Seal and Signature of the Bidder/s not required since the document is Digitally Signed.

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QUOTATION BID NOTICE

1. Export-Import Bank of India (EXIM Bank), a corporation established under the Act Export-Import Bank of India, 1981 and having its registered office at 21st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005 invites bids from eligible bidders.
2. The mode of tendering is through e-Tendering. E-Tendering is the process by which the physical tendering activity is carried out using internet and associated technologies in a faster and secure environment.
3. Vendor registration can be done online by opening Website:
<https://eximbankindiatenders.procuretiger.com> Click on “New Bidder Registration” link, create User Id and Password and attach your Digital certificate.
4. Tender document will be allowed for download from above web site after successful vendor registration (hard copies of the tender document will not be provided) and submission of tender document cost.
5. **CONTACT INFORMATION FOR E-TENDER PROCESS**

e-Procurement Technologies
Limited A- 801 – Wall Street - II,
Opposite Orient Club,
Nr. Gujarat College, Ellis Bridge,
Ahmedabad – 380 006.
Gujarat State, India

Phone: +91 (79)-40270566/567/579/580/582/590
Fax: +91 (79) 40230847

6. EXIM Bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons there for.

ELIGIBILITY CRITERIA

S.NO.	Eligibility Criteria	Documents to be Submitted/Uploaded
1.	The bidder must submit Microsoft Authorized Partner to participate in this tender.	Microsoft Authorized Partner certificate needs to upload
2.	The bidder must have Provisional GST registration number.	Provisional GST Acknowledgment copy to be uploaded.
3.	The Product quoted price Validity should be 30 days from tender opening date.	Acceptance document to be uploaded.
4.	The bidder must ensure that all new licenses should reflect on Microsoft VLC portal under Export Import Bank. Payment will be made after this confirmation.	Acceptance document to be uploaded.
5.	Integrity Pact Agreement (IPA) to be executed.	Download the IPA (attached as Annexure) and sign on Rs.500 stamp paper. Scanned copy to be uploaded on the E-tender portal at the time of bid submission. Original IP agreement document to be sent to Exim Bank , Head Office, Mumbai before 21st December 2018, 17.00 Hrs.

Mandatory Information

Required for Prequalification of the Tenderer

I/We confirm that to the best of our knowledge this information is authentic and accept that any deliberate concealment will amount to disqualification at any stage.

Sr. No.	Particulars	Details
1.	Name of the Firm	
2.	Name of the Proprietor, Partners/Directors	
	A (Mobile No.)	
	B (Mobile No.)	
3.	Office Telephone Nos.	
	a.	
	b.	
	c.	
4.	Head Office Address	
5.	Email Address	
	a.	
	b.	
6.	Year of Establishment	
7.	Registration No.& Date of Registration.	
8.	Status of Firm. (Proprietor/Partnership/C o. etc.)	
9.	Name of Bankers	a.
		b.
10.	PAN Card No.	
11.	GST Provisional ID.	
12.	Service Tax No.	

Seal and Signature of the Bidder/s not required since the document is digitally Signed.

Date:

Place:

Note:

Please upload scanned copies of the above mentioned documents with sr. nos. marked on it.

TENDER FORM

Mr. Dharmendra Sachan
General Manager
Export- Import Bank of India
21st Floor, Centre One, World Trade Centre.
Cuffe Parade, Mumbai 400 005

Dear Sirs,

Ref: Microsoft Software License for Export-Import Bank of India, Mumbai Head Office.

Ref.No: IT/EXIM/RFP/2018-19/034.

I/we further agree to execute and complete the work within the time frame stipulated in the tender scope of document. I/we agree not to employ Sub-Service Providers without the prior approval of the EXIM Bank. I/We agree to pay Sales Tax, Works Contract Tax, Excise Tax, GST, LBT, Duties, all Royalties and all other applicable taxes prevailing and be levied from time to time on such items for which the same are liable and the rates quoted by me/us are Exclusive of the same.

I/we understand that you are not bound to accept the lowest tender or bound to assign any reasons for rejecting our tender. We unconditionally agree Exim Bank's preconditions as stipulated in the tender documents and empanelment process.

I/We agree that in case of my/our failure to execute work in accordance with the specifications and instructions received from the Exim Bank, during the course of the work, Exim Bank reserves the right to terminate my contract.

Yours truly,

Seal and Signature of the Bidder/s not required since the document is Digitally Signed.

Place:
Date:

Name:
Designation:

Seal:

INSTRUCTIONS TO TENDERERS

1.0 Location:

Export-Import Bank of India, 21st Floor, Centre One Building, World Trade Center, Cuffe Parade, Mumbai 400 005 and regional offices in pan India.

- a. Tenderers must get acquainted with the proposed work, specifications, conditions of contract and other conditions carefully before tendering. The Tenderer shall seek **clarifications up to 21st December 2018, 15.00 Hrs.**, if required, prior to submitting his tender, Vendor can visit the project location on working days from 10.00 Am to 5.00 PM. No request of any change in rates or conditions for want of information on any particular point shall be entertained after receipt of the tenders.

2.0 Submission of Tender:

Refer to E-Tendering Process Compliance Statement (Title No. 7) No queries will be entertained on last day of tender submission.

- 3.0 Any printing or typographical errors /omission** in tender document shall be referred to EXIM Bank and their interpretation regarding correction shall be final and binding on Service Provider.

4.0 Transfer of Tender Documents:

Transfer of tender documents purchased by one intending Tenderer to another is not permitted.

5.0 Validity:

Tenders submitted by Tenderers shall remain valid for acceptance for a period **up to 30 days from the date of opening of Bid/tender**. The Tenderers shall not be entitled during the period of validity, without the consent in writing of EXIM Bank to revoke or cancel his tender or to vary the tender given or any terms thereof.

6.0 Right to accept or reject tender:

The acceptance of a tender will rest with the EXIM Bank who does not bind themselves to accept lowest tender and reserve to themselves the authority to reject any or all the tenders received. They also reserve the right of accepting the whole or any part of the tender and the Tenderers shall be bound to perform the same at the rates quoted. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect or there is any correction not duly signed and dated by the Tenderer are liable to be rejected. For this purpose, Tenderer shall quote rates for various items which will be self-sufficient to meet their whole costs for executing any / every item. No

demand for variations in rates for items executed shall be entertained on the plea of the EXIM Bank deciding to delete, alter or reduce the quantities specified in respect of the any item.

7.0 Rates:

EXIM Bank is not concerned with any rise or fall in the prices of materials, Parts and Labour during 30 days' price validity.

8.0 Payments: The AMC payment will be made in half yearly advance basis within 15 working days from original hardcopy invoice submission date. Any delay in technical service as per the tender scope of work will attract penalty of 1% of the AMC cost on per day basis.

9.0 Signing of the contract:

- a) The successful Tenderer may be required to execute a non-disclosure agreement (**NDA**) with Exim Bank within 10 days from the date of receipt of the notice of acceptance of tender. In the event of failure on the part of the successful Tenderer to sign the agreement in the above- stipulated period. EXIM Bank may cancel the order.
- b) Until the Agreement is formally signed, the Work Order / Letter of Acceptance of Tender issued to the successful tenderer and accepted by him shall be operative and binding on the EXIM Bank of India and the Service Provider.

10.0 On acceptance of the tender, the name of the accredited representatives of the Tenderer who would be responsible for taking instructions from EXIM Bank shall be mentioned by the Tenderer.

11.0 If so decided EXIM Bank reserves the right to appoint PMC (Project Management Consultant) or any other agency to get the quality of works checked, measurements recorded, including certification of bills etc.

12.0 EXIM Bank has the right to delete items, reduce or increase the scope of work without the Service Provider claiming any compensation for the reduction in the scope of work.

13.0 Notices to local bodies:

The Service Provider shall comply with and give all notices required under any law, rule, regulations or bye laws of parliament, state legislature or local authority relating to works.

14.0 I / We hereby declare that I / We have read and understood the above instructions for the guidance of the Tenderers. Seal and Signature of the Bidder/s not required since the document is Digitally Signed.

APPENDIX SHOWING IMPORTANT SCHEDULE

Sr. No.	Description	Remark
1	Earnest money Deposit ₹ 0 /- in the form of Demand Draft Drawn in favor of "Export-Import Bank Of India" payable at Mumbai. Only by successful Bidder within 7 days from purchase order date.	Not Applicable
2	Tender Document Fee ₹ 5,000/- in the form of Demand Draft Drawn in favor of " Export-Import Bank Of India " payable at Mumbai.	Only in Demand Draft (DD)
3	Date of Commencement of Project	immediate
4	Applicable Taxes shall be deducted at prevailing rate from each bill as per Govt. or Local laws.	
5	Payment Terms.	Payment process will complete within 15 working days from original correct invoice submission date and after reflecting all licenses on Microsoft VLC portal.
6	Price validity.	30 days price validity from tender opening date.
7	IP Agreement	IP Agreement to be executed on ₹500 stamp paper and submit the original agreement to Exim Bank, Mumbai Head office on or before 21 st December 2018 , 17.00 Hrs.

Scope of Work

1. The bidder has to deliver Microsoft product licenses certificate as per Bill Of Material (BOM) in the name of Export Import Bank Of India and License should reflect in Microsoft VLC Portal account.
2. The payment will be made after license allocated to Exim Bank.
3. No part payment will be made.
4. The bidder is responsible for delivering license and coordination with Microsoft.
5. The license should deliver before 31st December 2018 to avail the current price discount from Microsoft.
6. Tentative quantity of requirement of Microsoft Product is as follows. The final quantity may be varying according to the requirement and price.

B I L L O F M A T E R I A L (BOM)

Sr. No	Part Number	Part Description	Tentative Qty.
1	R18-05767	WinSvrCAL 2019 SNGL OLP NL DvcCAL	500
2	021-10609	OfficeStd 2019 SNGL OLP NL	50
3	9EM-00652	WinSvrSTDCore 2019 SNGL OLP 16Lic NL CoreLic	5
4	C5E-01307	VSPPro 2017 SNGL OLP NL	2

COMMERCIAL PROPOSAL:

Sr. No	Part Number	Part Description	₹ Unit Rate
1	R18-05767	WinSvrCAL 2019 SNGL OLP NL DvcCAL	
2	021-10609	OfficeStd 2019 SNGL OLP NL	
3	9EM-00652	WinSvrSTDCore 2019 SNGL OLP 16Lic NL CoreLic	
4	C5E-01307	VSPro 2017 SNGL OLP NL	

*** Special Note:** All prices should be exclusive of all taxes and duties.

ANNEXURE

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of ____2018, between, on one hand, the President of India acting through Shri Dharmendra Sachan (General Manager), 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 is represented by Shri Chief Executive Officer (hereinafter called the "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 officials by following transparent procedures.

The parties hereto hereby agree to enter into this 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, favor 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 to avoid 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 to be 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 himself 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 himself 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 they have 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 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 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 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 party/ 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 filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956. 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.

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 reasons.

Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (i) Demand Draft or a Bankers' Cheque in favor of M/s. Export –Import Bank of India.
- (ii) A confirmed guarantee 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 reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) No other mode or through any other instrument except mentioned here is accepted.

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.

Sanctions 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:-

(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 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 therefore.

(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 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 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 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.

(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.

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.

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.

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.

Law and Place of Jurisdiction

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

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.

Validity

9.1 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 BIDQER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

9.2 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.

10 The parties hereby sign this Integrity Pact at _____ on _

BUYER

BIDDER

Mr. Dharmendra Sachan.

Chief Executive Officer/MD/Director.

General Manager

Dept./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