

EXPORT – IMPORT BANK OF INDIA



E -TENDER

Wardrobe & Wall Desk Unit Works
At Bank's Flat Located At
Twin Towers,
Flat no. B/84,
RBI Colony, Prabhadevi,
For Empanelled vendors only.

Tender Reference No: IT/EXIM/RFP/2018-19/049

TENDER DOCUMENTS FOR WARDROBE & WALL UNITS WORKS.

Wardrobe & Wall Desk Unit Works at Twin Towers, Flat no. B/84, RBI Colony, Prabhadevi, Mumbai 400 025

TENDER DOCUMENT COST:	Rs. 2,000.00 (Favouring “Export-Import Bank of India”) (Only by Demand Draft, Non-Refundable.)
EMD AMOUNT:	Rs. 25,000.00 (Favouring “Export-Import Bank of India”) (Only by Demand Draft, Refundable.)
DATE OF ONLINE NOTICE:	February 28, 2019, 18.30 Hrs
DOCUMENT DOWNLOADING : START DATE AND TIME	February 28, 2019, 18.30 Hrs
LAST DATE FOR ISSUING: TENDER DOCUMENT COST	March 11, 2019, 15.00 Hrs
DOCUMENT DOWNLOADING: END DATE AND TIME	March 11, 2019, 17.00 Hrs
LAST DATE AND TIME FOR: SUBMISSION	March 11, 2019, 17.00 Hrs
OPENING OF TENDER:	March 12, 2019, 17.00 Hrs
SYSTEM OF PRICE BID:	Price bid will be opened for only technical qualified bidders.
SITE INSPECTION:	With Prior Appointment of Exim Bank.
PLACE OF RECEIPT OF TENDER:	https://eximbankindiatenders.procuretiger.com
TIME OF COMPLETION OF PROJECT:	1 Month.

Note: Download the Integrity Pact Agreement (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 on or before 11 March 2019, 17.00 Hrs.

e-Tendering / Electronic Tendering / Web Tendering / Online Tendering is the simulation of the manual tendering process on the internet. i.e., The eligible bidders / contractors can log on to the internet site specified using unique user name & password and place their Technical & Commercial bids. The eligible bidders will be trained by M/s ABC Procurement Technologies Ltd. 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 contractors 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.

Closed online bid: The empanelled bidders are requested to note that the submission shall be done online and bid document can be downloaded only after the tender fees are paid to the Exim Bank. The bidders are requested to feed the required information for technical bid and the bidders who are eligible shall upload individual item rates online during the stipulated time frame.

CONTACT INFORMATION FOR E-TENDER PROCESS

Mr. Vismay Jagad

E-Procurement Technologies Ltd (abc Procure)

A-201/208, Wall Street-II, Opp.Orient Club,

Nr. Gujarat College,

Ahmedabad-380 006, Gujarat, India

Website: www.abcprocure.com

Ph: 079-4001-6867/835/886/837/802/879/891/823/883/852/865

Mail ID: vismay@abcprocure.com / support@abcprocure.com

1. QUOTATION BID NOTICE

The quotation bid are invited for Wardrobe & Wall Desk Unit Works at Twin Towers, Flat no. B/84, RBI Colony, Prabhadevi, Mumbai 400 025 for Export-Import Bank of India, a corporation established under the Export-Import Bank of India, Act 1981 and having its registered office at 21st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005.

Vendor registration can be done online by opening Website:

<https://eximbankindiatenders.procuretiger.com>. Click on “New Bidder Registration” link and create User Id and Password. The user ID will be activated after payment of Rs. 2,000.00 as a tender fees to Exim Bank, mode of payment as banker’s cheque/demand draft favouring “Export-Import Bank of India”.

Based on Exim Bank confirmation, E-Procurement Technologies Ltd will activate the user ID.

EXIM Bank reserves the right to reject the Tenderer without giving any reason whatsoever.

2. ELIGIBILITY CRITERIA

- 1.** The vendor should be registered in empaneled contractors list at Exim Bank, 21st floor, Centre One Building, Cuffe Parade, Mumbai- 400 005.
- 2.** Experience in executing similar type of work that is Renovation Work in office premises of Corporate Companies/Public Sectors/Firms and NOT for Private Individuals.
- 3.** The Tenderers/Contractors **must** procure the **User ID and Password & Digital Signature** for online downloads and submissions and for authentications for Commercial Bid documents.
- 4.** Defect Liability and free maintenance period shall be 6 months from the date of completion of the work certified by Exim Bank's appointed architect.
- 5.** Offer shall be valid for 90 days from the date of opening of the Commercial Bid/Tender.
- 8.** EXIM Bank does not bind itself to accept the lowest or any tender and reserves to itself the right
to accept or reject any or all tenders either in whole or in part, without assigning any reason for doing so.

3. Mandatory Information Required for Prequalification of the Tenderer

Sr.No.	Particulars	Details
1	Name of the Company	
2	Name of the Proprietor, Partners/Directors	a. (Mobile No.) b. (Mobile No.) c. (Mobile No.)
3	Office Telephone Nos.	1 2 3
4	Address	
5	Email Address	1 2
6	Year of Establishment	
7	Registration No. Date of Registration	
8	Status Of Firm. (Proprietor/Partnership/Co. etc.)	
9	Name of Bankers	a. b.
10	PAN Card No.	
11	GST no.	

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.**

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.

4. TENDER FORM

To,
Mr. Dayanand Shetty
Deputy General Manager
Export-Import Bank of India
21st floor, Centre One Building
WTC, Cuffe Parade
Mumbai- 400 005.

Dear Sirs,

Ref: Making & Installation Wardrobe & Wall Desk Unit Works at Twin Towers, Flat no. B/84, RBI Colony, Prabhadevi, Mumbai 400 025

Having examined the plans, specifications and schedule of quantities prepared by you and satisfying ourselves as to the location of the site and working conditions, I/we hereby offer to execute the above works at the respective rates which I/we have quoted for the items in the Schedule of Quantities as per your terms & conditions mentioned in the tender.

I/We herewith deposit **Rs. 25,000.00 (Twenty Five Thousand only)** by Demand Draft or Banker's Cheque drawn in **favour of Export-Import Bank Of India** as Earnest Money Deposit for the execution of the works at my/our tendered rates together with any variations should the work be awarded to me / us.

In the event of this tender being accepted, I/we agree to enter into and execute the necessary contract required by you. I/We do hereby bind myself/ourselves to forfeit the aforesaid deposit of **Rs. 25,000.00 (Rupees Twenty Five Thousand only)** in the event of our refusal or delay in signing the Contract Agreement. I/we further agree to execute and complete the work within the time frame stipulated in the tender documents. I/we agree not to employ Sub-Contractors without the prior approval of the EXIM Bank.

I/we agree to pay GST, Duties, all Royalties and all other applicable taxes prevailing and be levied from time to time on such items for which the same are leviable and the rates quoted by me/us are inclusive 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. I/we further understand that Exim Bank may award Contracts for Interior to more than one Contractors and that I/we shall make no claims whatsoever if Exim Bank accept only a part of my/our tender. We unconditionally agree Exim Bank's preconditions as stipulated in the tender documents.

I/We agree that in case of my/our failure to execute work in accordance with the specifications and instructions received from the Architect appointed by the Exim Bank, during the course of the work, Exim Bank reserves the right to terminate my contract and forfeit the Earnest money deposit paid by me in additions to recovery of all the dues to the Exim Bank from the payment receivable by me. Further I may also be barred from tendering in future for the Exim Bank .

I/we enclose demand draft/banker's Cheque for **Rs. 25,000.00 towards Earnest Money** deposit in Envelope No. 1.

I/we agree to keep our tender open for 90 days from the date of opening.

Yours truly,

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

Place:

Date :

5. INSTRUCTIONS TO TENDERERS

1. Location:

a) The site is located at Twin Towers, Flat no. B/84, RBI Colony, Prabhadevi, Mumbai 400 025

b) Tenderers must get acquainted with the proposed work and study drawings, designs, specifications, conditions of contract and other conditions carefully before tendering. The Tenderer shall seek clarifications on any item, if required, prior to submitting his tender. 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.

c) The Tenderer is advised to inspect the site to ascertain the nature of site, access thereto, location, facilities or for procurement of materials, labour rates and execution of the work. The Tenderer shall be deemed to have full knowledge of the site and drawings whether or not he actually inspects them.

2 Information required along with tender:

The following details are required to be submitted along with tender:

- a) List of Sub contractors to be employed.
- b) List of equipment's /tools/gadgets proposed to be deployed for work.
- c) Site supervisor to be deployed at site.
- d) Power of Attorney in the name of persons who has signed the tender document.
- e) Each Tenderer shall submit with his tender a list of similar works of like nature he has executed giving details as to their magnitude and cost, the proportion of work done by the contractor in it and the time within which the works were completed.

3 Any printing or typographical errors /omission in tender document shall be referred to the Architect/Interior Designers appointed by EXIM Bank and their interpretation regarding correction shall be final and binding on Contractor.

4 Transfer of Tender Documents:

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

5 Earnest money:

- a. The Tenderer shall pay the amount of Earnest Money as mentioned in the Notice Inviting Tender, by Bank Demand Draft/Banker's Cheque payable to Export-Import Bank of India at Mumbai. No interest on Earnest Money deposited by the Tenderer shall be allowed.

The Tenderer should attach the bank draft/banker's Cheque along with the tender failing which the tender will not be considered.

- b. The Earnest Money of the unsuccessful Tenderers will be refunded within a reasonable period of time without any interest.
- c. The Earnest Money of Rs. 25,000.00 deposited by the successful Tenderer shall be retained and refunded only upon completion of the work certified by the Architect.

6 Validity:

Tenders submitted by Tenderers shall remain valid for acceptance for a period up to 90 days from the date of opening of Commercial 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.

7. Addenda:

Addenda to the tender document may be issued if required to clarify documents or to reflect modifications.

Each addendum issued by the Architect will be distributed to each person or organization to whom a set of tender documents has been issued. Each recipient will submit the same along with his tender. All addenda issued by the Architect shall become part of Tender Documents.

8. Right to accept or reject tender:

The acceptance of a tender will rest with the EXIM Bank who do not bind themselves to accept lowest tender and reserve to themselves the authority to reject any or all the tenders received without assigning any reasons. 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.

- a) The work may be awarded to one or more agencies duly splitting the work at the entire discretion of the EXIM Bank and the Architect. The quoted rates shall hold good for such an eventuality.

b) Rates:

- a. EXIM Bank is not concerned with any rise or fall in the prices of materials and labour. The rates quoted shall include all costs, allowances, taxes including sales tax on works contract or any other charges including any enhanced labour rates etc. which may become effective for any reason including those due to acts of Government/ Statutory Bodies enacted from time to time by the State and or the Central Government. Under no circumstances, shall EXIM Bank be held responsible for compensation or loss to the contractor due to any increase in the cost of labour or materials etc.
- b. The rate quoted in the tender shall also include electric and water consumption charges for the said work, if power and water are not available at the site, the Contractor shall have to make his own arrangements to obtain the connections from the available sources at his own expense and maintain an efficient service of electric light and power and water and shall pay for the services consumed and maintain the installations at his own cost.

- c. Contractor to coordinate and assist the Architect in obtaining all statutory approvals as per law in force. Any expenses incurred in obtaining such approvals are deemed included in the rates quoted by the Contractors.

c) Guarantee:

The entire interior work shall be guaranteed to be free from manufacturing defects, defective workmanship or materials and any defects that may appear within 6 months from the date of issue of completion certificate which in the opinion of the EXIM Bank Architect have arisen from bad manufacturing, workmanship or materials, shall upon intimation be made good by the Contractor at his own cost within the time specified. During the said period of 6 months the Contractor shall without any extra cost, carry out all routine and special maintenance of the Interior and attend to difficulties and defects that may arise.

- d) Payments for the work to be executed under this contract shall be made as per the tender document, and no variation in the mode of payment will be acceptable.
- e) The Tenderer shall guarantee that the work shall confirm to the detailed specifications.

f) Signing of the contract:

- a) The successful Tenderer shall be required to execute an agreement in the proforma attached with this tender document within 07 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 reserves the right to forfeit the earnest money/ security deposit and cancel the contract.
- 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 EXIM Bank and the Contractor.
- g) 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.
- h) 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.

- i) EXIM Bank reserves the right to reproduce partly or fully the items executed on site anywhere in the country premises and no copyright claims shall be made by any contractor of any description from EXIM Bank.
- j) EXIM Bank has the right to delete items, reduce or increase the scope of work without the contractor claiming any compensation for the reduction in the scope of work.

k) Notices to local bodies:

The contractor 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, the contractor shall before commencing the execution of work issue a certificate to EXIM Bank for having obtained all the permission registrations and give all the notices as are required to be obtained or give in under law.

- l) 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.

6. APPENDIX SHOWING IMPORTANT SCHEDULE

SR. NO.	DESCRIPTION	REMARK
1.	EARNEST MONEY DEPOSIT	Rs. 25,000/- IN THE FORM OF DEMAND DRAFT OR BANKER'S CHEQUE DRAWN IN FAVOUR OF "EXIM BANK", PAYABLE AT MUMBAI.
2.	DATE OF COMMENCEMENT OF WORK	7 DAYS OF THE ACCEPTANCE OF LETTER OF INTENT/ORDER OR THE DAY ON WHICH THE CONTRACTOR IS GIVEN THE SITE WHICH EVER IS THE LATER.
3.	PERIOD OF COMPLETION	2. MONTHS FROM THE DATE OF COMMENCEMENT OF WORK.
4.	LIQUIDATED DAMAGES	1 % OF THE CONTRACT AMOUNT PER WEEK SUBJECT TO MAX OF 10% OF THE SUM FOR ANY DELAY BEYOND STIPULATED TIME PERIOD OF 12 MONTHS.
5.	INCOME TAX OR ANY OTHER TAXES DEDUCTION	AT PREVAILING RATE FROM EACH BILL.AS PER GOVT. LAW. OR LOCAL LAWS.
6.	DEFECTS LIABILITY PERIOD	6 MONTHS AFTER COMPLETION OF WORKS CERTIFIED BY THE ARCHITECT.

7. GENERAL CONDITIONS OF CONTRACT

Except where provided for in the description of the individual items in the schedule of quantities and in the specifications and conditions laid down hereinafter and in the Drawings, the work shall be carried out as per standard specifications and under the direction of Exim Bank.

1. INTERPRETATION:

In constructing these conditions, specifications, the schedule of quantities, tender and agreement, the following words shall have the meaning herein assigned to them except when the subject or context otherwise requires.

Exim Bank: The term Exim Bank shall denote Export-Import Bank of India and any of its employee's representative authorized on their behalf.

Architects: The terms Architects shall mean firm appointed by Exim Bank for supervising this contract such other person/s as Exim Bank shall nominate for the purpose.

Contractor: The term Contractor shall mean ----- (Name and address of the Contractor), and his/their heirs, legal representatives, assigns and successors.

Site: The site shall mean the Site where the works are to be executed.

Drawings: (if any) The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings which may be supplied or any other instruction, which may be given by Exim Bank during the execution of the work.

All drawings relating to work given to the contractor together with a copy of schedule of quantities are to be kept at site and Exim Bank shall be given access to such drawings or schedule of quantities whenever necessary.

In case any detailed Drawings are necessary, contractor shall prepare such detailed drawings and/or dimensional sketches therefore and have it confirmed by Exim Bank prior to taking up such work. The contractor shall request in writing for clarifications on matters occurring anywhere in drawings, specifications and schedule of quantities or to additional instructions at least 10 days ahead from the time when it required for implementation so that Exim Bank may be able to give decision thereon. **The Works:** shall mean the work or works to be executed or done under this contract.

Act of Insolvency: shall mean any act as such as defined by the Presidency Towns Insolvency Act or in providential insolvency act or any amending statutes.

The Schedule of Quantities: shall mean the schedule of quantities as specified and forming part of this contract.

Priced Schedule of Quantities: shall mean the schedule of quantities duly priced with the accepted quoted rates of the contractor.

2. SCOPE: and management necessary for and incidental to the interior work.

- ☐ All work during its progress and upon completion shall confirm to the lines, elevations and grades as show on the drawings furnished by Exim Bank. Should any detail essential for efficient completion of the work be omitted from the drawings and specifications, it shall be the responsibility of the contractor to inform Exim Bank and to furnish and install such detail with Exim Bank's concurrence, so that upon completion of the proposed work, the same will be acceptable and ready for use.
- ☐ Exim Bank may in their absolute discretion issue further drawings and/or written instructions, details, directions and explanations, which are, hereafter collectively referred to as "Exim Bank's

Instructions in regard to: The verification or modification of the design quality or quantity of works or the addition or omission or substitution of any work.

- ☐ Any discrepancy in the drawings or between the schedule of quantities and/or drawings and/or specifications.
- ☐ The removal from the site of any defective material brought thereon by the contractor and the substitution of any other material thereof.
- ☐ The demolition removal and/or re-execution of any work executed by the contractor/s.
- ☐ The dismissal from the work of any persons employed thereupon the opening up for inspection of any work covered up.
- ☐ The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the maintenance period.
- ☐ The contractor shall forthwith comply with and duly execute any work as per Exim Bank's instructions, provided always that verbal instructions, directions and explanations given to the contractor's or he representative upon the works by Exim Bank / Architects shall if involving a variation be confirmed in writing to the contractor's within seven days.
- ☐ No works for which rates are not specifically mentioned in the priced schedule of quantities shall be taken up without written permission of Exim Bank's. Rates of items not mentioned in the priced schedule of quantities shall be fixed by Exim Bank in consultation with the Architects as provided in Clause variation.
- ☐ Regarding all factory made products for which ISI marked products are available, only products bearing ISI marking shall be used in the work.

3. TENDERS:

The entire set of tender paper issued to the tendered should be submitted fully priced and also signed on the last page together with initials on every page, initial/signature will indicate the acceptance of the tender papers by the tenderer.

The schedule of quantities shall be filled in as follows.

- Amount column to be filled in for each item and the amount for each sub head as detailed in the
“Schedule of Quantities”. All corrections are to be initialed.
- The ‘Rate Column’ for alternative items shall be filled up.
- The ‘Amount’ column for alternative items of which the quantities are not mentioned shall not be filled up.
- In case of any errors/omissions in the quoted rates, the rates given the tender marked ‘Original’ shall be taken as correct rates.
- No modifications, writing or corrections can be made in the tender papers by tenderer, but may at this option offer his comments or modifications in a separate sheet of paper attached to the original tender papers.
- Any inadequacies in the tender shall be disqualified.
- Exim Bank reserves the right to reject the lowest or any tender and also to discharge any or all of the tenders for each section or to split up and distribute any item of work to any specialist firm or firms, without assigning any reason.
- The tenderer should note that the rates for each and every item should be correct, workable and self-supporting. If called upon by Exim Bank detailed analysis of any or all the rates shall be submitted. Exim Bank shall not be bound to recognize the contractor’s analysis.
- The works will be paid for as ‘measured work’ on the actual work done but not exceeding the total tender amount quoted.
- All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved directly related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection.
- In the case of lump-sum charges in the tender in respect of any items of work will be made for the actual work done on the basis of lump-sum charges as will be assessed to be payable by Exim Bank.
- Exim Bank has power to add to omit from any work as shown in the drawings or described in specifications or included in schedule of quantities and intimate the same in writing but no addition, omission or variation shall be made by the contractor without authorization from Exim Bank. No variation shall vitiate the contract.

4. AGREEMENT:

The successful contractor may be required to sign agreement as may be drawn up to suit local Conditions and shall pay for all stamps and legal expenses, incidental thereto.

5. GOVERNMENT AND LOCAL RULES:

The contractor shall confirm to the provisions of all local Bye-Laws and Acts relating to work and to the Regulations etc. of the Govt. and the local authorities and of any company with whose system the structure is proposed to be connected. The contractor shall give all notices required by said Act, Rules, Regulations and Bye-Laws etc. and pay all fees payable to such authority/authorities for execution of work involved. The cost of any shall be deemed to have been included in his quoted rates, taking in to account all liabilities for licenses, fees for footpath encroachment and restorations etc. and shall identify Exim Bank against such liabilities and shall defend all actions arising from such claims or liabilities.

6. QUANTITY OF WORK TO BE EXECUTED:

The quantities shown in the schedule of quantities are in tender to cover the entire work as specified in the tender but Exim Bank reserves the right to execute only a part or the whole or any excess thereof without assigning any reason thereof.

7. LIQUIDATED DAMAGES:

Should the work be not completed to the satisfaction of Exim Bank/Architects within the stipulated period, the contractor shall be bound to pay to Exim Bank a sum calculated as given below by way of liquidated damages and not as penalty during which the work remains un commenced or unfinished after the expiry of the completion date. 1% of the estimated amount shown in the tender per week subject to a ceiling of 10 % of the accepted contracted sum.

8. TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS AND SITE OFFICE REQUIREMENTS.

- ☐ The contractor shall make his own arrangements for storing the tools, materials, drawings etc. on site at his own responsibility.
- ☐ Drawings if any should be maintained on the site.
- ☐ The contractor shall not fix or place any placards or advertisement of any description or permit the same to be fixed or placed in or upon any boarding, gantry, building structure.
- ☐ Contractor shall indemnify Exim Bank against any possible damage to the building, roads, or members of the public in course of execution of the work.

9. CLEARING SITE AND SETTING OUT WORKS:

The contractor shall set out the works and shall be responsible for the true and perfect setting out of the work and for the correctness of the positions, levels, dimensions and alignment of the work carried out. If at any time any error shall appear during the progress of any part of the work, the contractor shall at his own expenses rectify such error. If called upon to the satisfaction of Exim Bank.

10.MATERIALS, WORKMANSHIP, SAMPLES

All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workman like manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars and instructions as from time to time be given by Exim Bank/Architects during the execution of the work and to His entire satisfaction.

11.REMOVAL OF IMPROPER WORK

Exim Bank shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order for any materials which in the opinion of Exim Bank are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions. In case the contractor refuses to comply with the order Exim Bank shall have the power to employ and pay other agencies to carry out the work and an expenses consequent thereon or incidental thereto as certified by Exim Bank shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor from his liability in respect of unsound work or bad materials.

12.CONTRACTORS LABOURERS.

- ☐ No laborer below the age of sixteen years and/or who is not an Indian National shall be employed on the work.
- ☐ The contractor shall comply with the provisions of all labor legislation.
- ☐ The contractor shall provide, maintain and keep site in good & healthy condition and shall remove and clear all the debris and waste on completion of the works. Adequate precautions shall be taken by the contractor to prevent nuisance of any kind on the works on site. The contractor shall arrange to provide first-aid treatment to the laborers engaged on the works.

- He shall within 24 hours of the occurrence of any accident at or about the site or in connection with execution of the works, report such accident to Exim Bank and also to the competent authority where such report is required by law.

13.DISMISSAL OF WORKMEN.

he request of Exim Bank immediately dismiss from works any person employed thereon by him, who may in the opinion of Exim Bank be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of any claim for compensation or damages against Exim Bank or any of their officer or employee.

14.ASSIGNMENT

The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor shall take a new partner, without written consent of Exim Bank and no subletting shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress.

15.DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC.

The contractor shall be responsible for all injury to the work or workmen to persons or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a subcontractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include interlay any damage caused to the buildings premises. The contractor shall indemnify Exim Bank and hold harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damage consequent upon such claim. The contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property or third parties.

16.ACCOUNTS RECEIPTS & VOUCHERS

The contractor shall upon the request of Exim Bank furnish them with the invoices, accounts, receipts and other vouchers that they may require in connection with the works under this contract. If the contractor shall use materials less than what is required under the contract, the value of the difference in the quantity of the materials he was required to use and that he actually used shall be deducted from his dues. The decision of Exim Bank shall be final and binding on the contractor.

17.PAYMENTS

All bills shall be prepared by the contractor in the form prescribed by Exim Bank. Normally one interim bill shall be prepared subject to minimum value for interim certificate as stated in these documents. The bills in proper forms must be duly accompanied by detailed measurements in support of the quantities of work done and must show deductions for a previous payments. The Architect shall issue a certificate after due scrutiny of the contractors bill stating the amount due to the contractor from Exim Bank and the contractor shall be entitled to payment thereof within the period of honoring certificates named in these documents by Exim Bank.

All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim nor shall it conclude determine or affect in anyway the power of Exim Bank under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work or of the date of certificate of completion duly certified by the architect and payment shall be made within two month.

FINAL PAYMENTS

The final bill shall be accompanied by a certificate of completion from the Architects. The acceptance of payments of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed.

18.VARIATION/DEVIATION

The price of all such additional items/non tendered items will be worked out on the basis of rates quoted for similar items in the contract wherever existing or on prevailing material rate analysis based on prevalent fair price of labour, material and other components as required. The tender rates shall hold good for any increase or decrease in the tendered quantities.

19.SUBSTITUTION

Should the contractor desire to substitute any materials and workmanship, he/they must obtain the approval of Exim Bank in writing for any such substitution well in advance. Materials designated in this specification indefinitely by such terms as 'Equal' or 'Other approved' etc. specific approval of Exim Bank has been obtained in writing.

20.DEFECTS AFTER COMPLETION

The contractor shall make good at his own cost and to the satisfaction of Exim Bank all defects, wear & tear or other faults which may appear within 06 months after completion of the work.

21.ESCALATION

The rate quoted shall be firm throughout the tenure of the contract (including extension of time, if any, granted) and will not be subject to any fluctuation due to increase in cost of materials, labor, sales tax, GST, Octroi, LBT etc.

22.SUSPENSION

If the contractor except on account of any legal restraint upon Exim Bank preventing the continuance of the work or in the opinion of Exim Bank shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default, Exim Bank shall have the power to give notice in writing to the contractor requiring the work be proceeded within a reasonable manner and with reasonable dispatch, such notice purport to be a notice under this clause. After such notice shall have been given the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subset from the date of such notice being given until the notice shall have been complied with.

23.TERMINATION OF CONTRACT BY EXIM BANK.

If the contractor being a company going into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part in number or amount of his creditors or shall enter into a Deed or arrangement with his creditors or if the official assignee in insolvency or the receiver of the contractor in insolvency shall repudiate the contract or if a Receiver of the contractor's firm appointed by the court shall be unable within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of Exim Bank that he is able to carry out and fulfill the contract and if so required by the employer to give reasonable security thereof or if the contractor shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the contractor or shall assign, charge or encumber this contract or any payments due or which may become due to the contractor, there under or shall neglect or fail to observe and perform any or any of the acts matters of things by this contract to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned requiring the contractor to observe or perform the same or shall use improper materials or workmanship in carrying on the works or shall in the opinion of Exim Bank not exercise such due diligence and make such due progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of Exim Bank after three clear days' notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned, or shall abandon the contract then and in any of the said cases, the owner may notwithstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned but without thereby effecting the powers of Exim Bank of the obligations and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been so determined and is if the works subsequently executed had been executed by or on behalf of the contractor (without thereby creating any trust in favor of the contractor) further Exim Bank or his agent or servants may enter upon and take possession of the work and all tools and materials lying upon premises and sell the same as own property or may employ the workmen in carrying on and completing the works or by employing any other contractors or other contractors or other persons or person to complete the works, and the contractor shall not in any way interrupt or do any act matter of things to prevent or hinder such other contractors or other persons or person employed from completing and finishing or using the materials and tools for the works when the works shall be completed or as soon thereafter as conveniently may be Exim Bank shall give notice in writing to the contractor to remove the surplus materials and tools and should the contractor fail to do so within a period of 14 days after receipt by him Exim Bank may sell the same by Public Auction and shall give credit to the contractor for the amount so realized. Any expenses or losses incurred by Exim Bank in getting the works carried out by other contractors shall be adjusted against the amount payable to the contractor by way of

selling his tools and plants or due on account of the work carried out by the contractor prior to engaging other contractors or against the Security Deposit.

24.OTHER CONTRACTORS

The following matter shall be deemed to have been included in the quoted rates in the bill of quantities and no further payments shall be made on these counts. The main contractor shall extend cooperation and provide space access and general safety & security for works by other Contractors if any, he shall coordinate his activities in a manner to facilitate smooth and timely progress of work to achieve timely completion of the project.

25.Should any ambiguities arise during the execution of works, pertaining to the material, quality of material, workmanship, payments, speed of work, alterations in drawings etc. the decision of the architect/Exim Bank shall be final and binding.

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

Client: Export Import Bank of India:

Site: Flat no. B/84, Twin Towers, RBI Colony, Prabhadevi, Mumbai.

BILLS OF QUANTITIES

16 February 2019

Sr. No.	Description	Measurements	Quantity (Nos.)	To be Filled by the Bidder	NET Amount (Rs.)	18% GST Amount	Gross amount (Rs.)
				Rate Per Unit (Rs.)			
1	Providing & fixing on site Wardrobe in Master Bedroom made out of 19mm thk and 9mm thk back marine plywood with laminate on the exterior and finished with handles and tower bolts, S.S. pipe and socket for hanging clothes. Drawers with lock and fixed with telescopic hettich channels. 2 Nos. Shelves of 19mm thk marine plywood. Interior finished with French polish. With a mirror on the outside of the shutter complete in every respect.	7' x 2'10" x 2' deep (20 Sq.Ft.)	1				
2	Providing & fixing on site Over Head Storage Unit in Master Bedroom, above the proposed wardrobe, made out of 19mm thk and 9mm thk back marine plywood with laminate on shutters finished with handles and tower bolts. Interior finished with French polish.	2' x 2'10" x 2'3" deep (6 Sq.Ft.)	1				
3	Providing & fixing on site Wardrobe in Guest Bedroom made out of 19mm thk and 9mm thk back marine plywood with laminate on the exterior and finished with handles and tower bolts, S.S. pipe and socket for hanging clothes. Drawers with lock and fixed with telescopic hettich	7' x 2'10" x 2' deep (20 Sq.Ft.)	1				

	channels. 2 Nos. Shelves of 19mm thk marine plywood. Interior finished with French polish. With a mirror on the outside of the shutter complete in every respect.						
4	Providing & fixing on site Over Head Storage Unit in Guest Bedroom, above the proposed wardrobe, made out of 19mm thk marine plywood and 9mm thk back with laminate on shutters finished with handles and tower bolts. Interior finished with French polish.	2' x 2'10" x 2'3" deep (6 Sq.Ft.)	1				
5	Providing & fixing on site Wall Desk Unit with open lofts, made out of 19 mm thk marine plywood and 9 mm thk back. With cabinets, drawers, keyboard drawer, foot rest, over the desk storage with shutters and handles. Exterior finished in laminate and interior finished in French polish.	9'8" x 8'11" (86 Sq.Ft.)	1				
GRAND TOTAL Rs.							

Rupees: (In Words) .

Terms and Conditions:

1. On site measurement has to be taken by the contractor for exact fitting, the measurements mentioned above and in the drawings are only for reference and quotation.
2. All the work has to be made to the satisfaction of Architect.
3. In case of additional quantity than mentioned above a prior written permission is to be obtained from the architect.
4. For any extra item a prior written permission in to be obtained from the architect.
5. All selection items are to be approved by the architect.
6. All material should be of the quality as mentioned in the Material Specifications.
7. All pages should be stamped and signed by the contractor.
8. There are no retention amounts, no part payments. Full and Final Payment will be done post completion of work after architects completion certificate.
9. On site measurement has to be taken by the contractor for exact fitting, the measurements mentioned above and in the drawings are only for reference and quotation.
10. All the work has to be made to the satisfaction of Architect.
11. In case of additional quantity than mentioned above a prior written permission is to be obtained from the architect.
12. For any extra item a prior written permission in to be obtained from the architect.
13. All selection items are to be approved by the architect.
14. All material should be of the quality as mentioned in the Material Specifications.
15. All pages should be stamped and signed by the contractor.

16. There are no retention amounts, no part payments. Full and Final Payment will be done post completion of work after architects completion certificate.

MATERIAL SPECIFICATIONS:

SR. NO.	ITEM	DESCRIPTION
1.	NAILS & SCREWS	HAMMER, NETTLEFOLD or equivalent quality as approved by architect.
2.	LOCKS, HANDLES	GODREJ, VIJAYAN or Eq. Approved by Architect.
3.	HINGES, BALL CATCH, TOWER BOLTS etc.	PALLADIUM, FAMOUS or equivalent as approved by Architect.
4.	LAMINATE 1.2 mm to 1.5mm	ROYAL TOUCHE, GREENLAM, Merino or equivalent as approved by architect.
5.	PLYWOOD, BLOCK BOARD, TEAK WOOD	ARCHIDPLY, ANCHOR, CENTUARY, GREENLAM or equivalent quality as approved by architect.
6.	ADHESIVES	FEVICOL mfg. by Pidilite.
7.	WOOD PRESERVATIVE	WOOD GUARD OR APPROVED EQ/ICI.
8.	MIRRORS	MODI GUARD with PVC BACKING.

Stamp of the contractor:

Signature of the proprietor/partner/Director:

Date: ____-____-____

Place: MUMBAI

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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 2019, between, on one hand, the President of India acting through Shri Dayanand Shetty (Deputy General Manager), Export-Import Bank of India, Ministry of Finance, 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_____ (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 (Wardrobe & Wall Desk Unit Works) and the BIDDER/Seller is willing to offer/has offered the said stores/items/ works and

WHEREAS the **BIDDER(s)** 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 General Manager, Export-Import Bank of India, Ministry of Finance 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 **BIDDER(s)** 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:

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, 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 BIDDER(s) alike, and will provide to all BIDDER(s) 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.

3. Commitments of BIDDERS

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 the 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 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

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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.

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 reasons.

5. 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. No other mode or through any other instrument except mentioned here is accepted.

5.2 The Earnest Money/Security Deposit shall be valid up to 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. 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 (ix) 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. 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 is given below).

1.) Shri Debabrata Sarkar Ex-CMD, Union Bank of India Mayfair Boulevard (Narayan Apartment) Flat No.701, Main Avenue Road Santacruz (West) Mumbai – 400054 Email: dsarkar53@gmail.com Mobile: 08879684000	2.) Shri S K Goel Ex-CMD, IIFCL A-15/11, 1st Floor Above Andhra Bank Sector-44 Market Sector-44, Noida -201301 Email: subodhgoel22@gmail.com Mobile: 09650867778
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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 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 extended up to 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.

The parties hereby sign this Integrity Pact at _____ on _____

BUYER
Mr. Dayanand Shetty
General Manager
Export-Import Bank of India
Ministry of Finance

Witness
1. _____
2. _____

BIDDER
Mr./Ms. _____
Chief Executive Officer/ MD/ Director

Witness
1. _____
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.