E–TENDER

FOR

Making and Fixing of Office Workstations at EXIM Bank Head Office

Tender Reference No: EXIM/RFP/2019-20/034

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

Tender Document for	**Making and Fixing of Office Workstations at EXIM Bank Head Office**
Tender Reference No.	**EXIM/RFP/2019-20/034**
Tender Document Cost	**₹ 2500/-** (Non-refundable) (Demand Draft (DD) in favour of "Export-Import Bank of India" payable at Mumbai
EMD Amount	**₹ 15000/-**
Last Date of Acceptance of E-Tender Document Cost, IP Agreement, Tender Cost	August 23, 2019 01:00 PM
Place of Submission of DD and IP Agreement original document and Tender Document Cost	Export Import Bank of India, Center One Building, 21st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005
Date of Online Notice	August 02, 2019 7.00 PM
Document Downloading Start Date	August 02, 2019 7.00 PM
Document Downloading End Date	August 23, 2019 5.00 PM
Tender Clarification and Pre Bid Meeting	Location: Exim Bank, Head Office, Mumbai. (All queries will be answered during pre-bid meeting only) August 09, 2019 3.30 PM-4.30 PM
Last Date and Time for Submission	August 23, 2019 5.00 PM
Opening of Tender	August 26, 2019 2.00 PM
Address for Communication	As above Ph. 022- 22172826 E-Mail: administration@eximbankindia.in
Place of Receipt of Tender	**https://eximbankindiatenders.procuretiger.com**

Note: Commercial bids will be opened online only. E-Tendering is the simulation of the manual tendering process on the internet. I.e. the eligible Bidders / Service Providers can log on to the internet site specified using a unique username and 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 Bidders 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 and encrypted in nature.

Minimum requirement for e-tender participation:

1. Computer / Laptop with internet connection.

2. Operating system – Windows 7/ Windows 10.

3. Digital certificate - Class II or III, signing + Encryption, and it should be organizational certificate only.

4. 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
801 – Wall Street – II
Opposite Orient Club near Gujarat College, Ellis Bridge,
Ahmedabad – 380 006
Gujarat, India
Phone: +91 (79) 68136820/29/31/35/40/43/52/53/57/59/63
Fax: +91 (79) 40230847

1. 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 Company	
2.*	Name of the Proprietor, Partners/Directors	
3.	Office Telephone Nos.	
4.*	Address	
5.	Email Address	
6.*	Year of Establishment	
7.	Registration No. / Date of registration	
8.	Status of firm.(Proprietor/Partnership/Co. etc.)	
9.	Name of Bankers	
10.*	PAN Card No.	
11.*	**GST No.**	
12*	Tender fee DD Number	

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 under sr. nos. marked * on it.

2. Background and Purpose of the Tender

The Bank has its Head Office located at the Center One Building, World Trade Centre Complex Cuffe Parade, Mumbai - 400005. The Bank needs more Workstations owing to the shortage of Workstations. Hence the Bank has decided to float an e-tender to procure the required workstations as per the Bank's needs.

3 Eligibility Criteria of the Bidder

SR.NO.	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE Uploaded	COMPLIANCE (YES/NO)
1	The bidder must be an empaneled vendor of Exim Bank located in Mumbai.	Empanelment Letter & Shop Establishment Certificate	
2	The bidder must have GST registration number	GST Acknowledgement Copy to be uploaded	
3	The products quoted price validity date shall be 180 days from date of opening of tender	Consent on letter head should be uploaded.	
4	The Bidder should have reputable background and shall have a minimum average turnover of ₹ 1 Crore in the last three financial years i.e. FY 2016-17, 2017-18, 2018-19.	Audited Balance Sheet for FY 2016-17, 17-18, 18-19 should be uploaded.	
5	The Bidder shall execute E-Tendering Process Compliance Statement and Undertaking letter as per Annexure.	Upload seal and signed copy of Annexures.	
6	The Bidder must have Satisfactorily executed making and fixing of Furniture/Fixture to at least one Govt. Organization/PSB/PSU in the last 4 Financial years of value not less than ₹ 20 lakhs in a single order.	Purchase Order received from the Employer	
7	Integrity Pact Agreement (IPA) to be executed.	Download the IPA (attached as Annexure III) and sign on Rs.500 stamp paper. Scanned copy to be uploaded on the E-tender portal. Original document to be sent to Exim Bank, Head Office, Mumbai as per the date and time mentioned in the tender document.	
8	The workstations that will be fixed in the Office will have a warranty of at least 1 year	Self-Declaration Document to be Uploaded	

	and any manufacturing defects have to be fixed free of cost in this period.		

Note: Please be informed that the vendor/ bidder who wish to participate in the e-tender must necessarily fit in all the eligibility criteria requirements. Non-compliance of even one of the requirements will result in rejection of the bid(s).

Hence, Bidders are requested to upload all the relevant documents mentioned in the Eligibility Criteria to avoid the rejection of the bid(s). All the necessary documents have to be uploaded by the bidder during the bid submission only. Late submission of the documents shall not be entertained.

ANNEXURE I
E-Tendering Process Compliance Statement

The following terms and conditions are deemed as accepted by you for participation in the bid event (Tender Ref: EXIM/RFP/2019-20/034)

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 the 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 glitch in telephone lines, 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. The EXIM Bank reserves the right to extend or reschedule or annul the e-tender process.

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: -

Organization Name: -

Designation: -

ANNEXURE – II
UNDERTAKING FROM THE BIDDER

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

Dear Sirs,

<u>Ref:</u> Making and Fixing of Office Workstations at EXIM Bank Head Office
Ref. No: EXIM/RFP/2019-20/034

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, Octroi, LBT, VAT, GST, Duties, all Royalties and all other applicable taxes prevailing and be levied from time to time on such itemsfor 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: Name:
Date: Designation:

Seal:

4. INSTRUCTIONS TO BIDDERS

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. Bidders / Service Providers must get acquainted with the proposed work, specifications, conditions of contract and other conditions carefully before bidding. 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:
No Queries will be entertained on the last day after the submission time is over.

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 Bidder to another is not permitted.

5.0 Bid Validity Period:
Tenders submitted by Bidders shall remain valid for acceptance for a period up to 180 days from the date of opening of Bid/tender. The Bidders 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 Bidders 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 Bidders are liable to be rejected. For this purpose, Bidder 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. Moreover the Bank reserves the right to cancel the whole tendering process at any stage of the tender without assigning any reasons to the bidder.

7.0 Rates:
The EXIM Bank is not concerned with any rise or fall in the price of the materials pertinent to the project during price validity period of 180 days from tender opening date. The quotes submitted by the bidder will be treated final.

8.0 Payments:
The payment for the works assigned for a particular flat will be made after full completion of the making and fixing of the workstations in the Office premises only. Payment shall be made within 30 days from the receipt of original tax invoice in hard copy and full delivery of the products as per purchase order. No advance payment or part payment shall be made.

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

10.0 If so decided EXIM Bank reserves the right to appoint External Audit Consultant or any other agency to get the quality of works checked, including certification of bills, Payment of the employed personnel as per the minimum wages etc.

11.0 The EXIM Bank has the right to reduce or increase the scope of work.

12.0 Notices to local bodies: The Bidder / 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.

13.0 I/We hereby declare that I/We have read and understood the above instructions for the guidance of the Bidders.

5.GENERAL CONDITIONS OF THE CONTRACT

1. The tenders must be uploaded online only on CPP portal and no hard copy shall be submitted. The Tenders shall be opened at 2.00 P.M. on 26.08.2019 at this office by the Tendering Committee.

2. Tenders shall remain open to acceptance by the Bank for a period of 180 days from the date of opening of the tenders, which may be extended by mutual agreement and the tenderer shall not cancel, alter or withdraw the Quotation during this period.

3. EXIM Bank does not bind itself to accept the lowest or any Quotation and reserves to itself the right to accept or reject any or all the Quotations either in whole or in part, without assigning any reasons for doing so.

4. The bidder shall clearly understand the scope of work and items to be carried out before quoting.

5. The bidder must inspect the site of the work and determine the type of the product suitable as per the requirements.

6. The rates quoted in the tender shall be final and cannot be changed later. However, the rates quoted must be excluding GST, which will be shown separately and will be paid as per the government directives.

7. The tenders must be filled in English and all entries must be made online. If any document is missing or unsigned the Tenders will be considered invalid.

8. All erasures and alterations made while filling the tenders must be attested by initials of the Tenderer. Overwriting of figure is not permitted; failure to comply with any of these conditions will render the Quotation void. No advice of any change in rate or conditions after the opening of the Quotation will be entertained.

9. In the event of termination of the tender for any reason whatsoever, the contractor/or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

10. The contractor shall quote rates in the schedule of quantities considering all the conditions mentioned above and elsewhere in the quotation.

11. The quantities mentioned in the tender are approximate and may vary on either side.

12. The Bank's representatives may contact the bidder's past clients for verification of information given by the applicant. The applicant will be required to give them the necessary details for verification.

13. The Bank reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.

7 SPECIAL CONDITIONS OF THE CONTRACT

1. The material used must be of good quality and the material used shall be durable.

2. The bidder shall be responsible for supply and installation of the Workstations at the assigned location in the office premises.

3. Terms of Payment: Payment shall be made on the completion of the making and fixing of the Workstations. No advance payment shall be made to the successful bidder.

4. **Law Governing the Contract/Dispute Resolution**
   The contract will be governed by the Laws of India, for time being in force as amended from time to time. Any disputes arising out of this contract will be settled in the court of competent jurisdiction. The courts in Mumbai shall have exclusive jurisdiction to adjudicate the disputes arising under the contract.

5. **Earnest Money Deposit(EMD)**:Bidder should pay specified amount towards Earnest Money deposit as follows:

   (a) ₹ 15,000/-(Rupees Fifteen Thousand Only) in the form of Demand Draft drawn on any Nationalized /Schedule bank in favour of "Export Import Bank of India" Payable at Mumbai

   (b) EMD will not carry any interest.

   (c) EMD will be refunded to the unsuccessful bidders after finalization of the bid and EMD of successful bidder shall be returned after execution of Contract Agreement.

   (d) The Earnest Money Deposit submitted by the bidder may be forfeited if,
   i) Successful bidder fails to execute an Agreement within specified time as per intimation/request of the EXIM BANK,
   ii) Successful Bidder withdraws his tender or backs out after acceptance,
   iii) Bidder withdraws his tender before the expiry of validity period stipulated in the bidding document,
   iv) Bidder violates any of the terms and conditions of the tender,
   v) Bidder revises any of the items quoted during the validity period,
   vi) Bidder is found to have indulged in fraudulent practices in the bid submission prcess.

6. Execution of contract: A Work Order by the EXIM BANK of a tender will constitute a binding contract between the EXIM Bank and the bidder so tendering, whether such formal agreement is or is not subsequently executed.

7. The bidder has to take the responsibility of the physical safety of the personnel working at the Bank's premises and shall be solely responsible for their safety, the bank may not be liable for the same.

8. The Bank may claim for any damages/theft occurring the Bank's premises owing to the works done by the contractor.

9. The quantities in the Schedule of quantity / Bill of Quantity (SoQ)/BoQ) are indicative and can increase or decrease during the execution of work, no claim on this account shall be admissible

10. Subletting of contract : The tenderer shall not assign the contract and shall not sublet any portion of the contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the tenderer rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the tenderer.

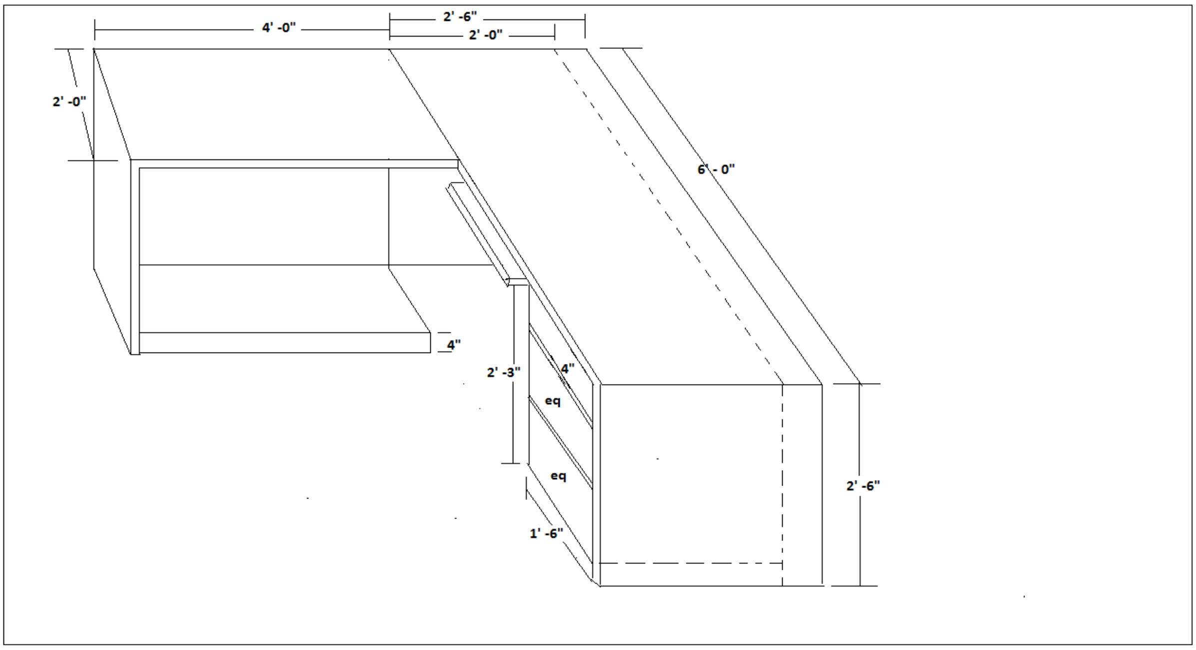
8. **<u>Financial Bid</u>**

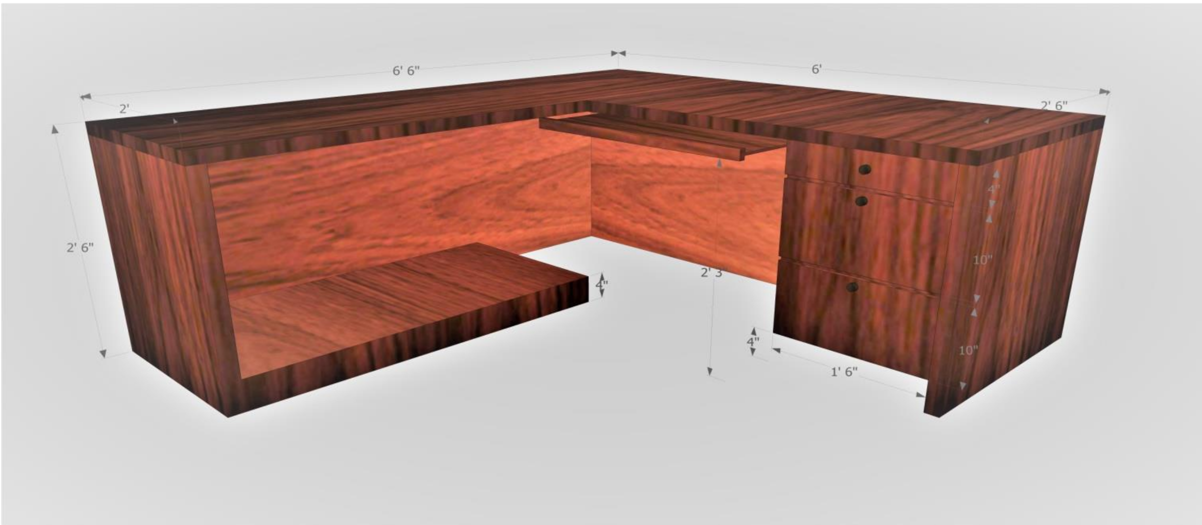
Site: EXIM BANK HEAD OFFICE

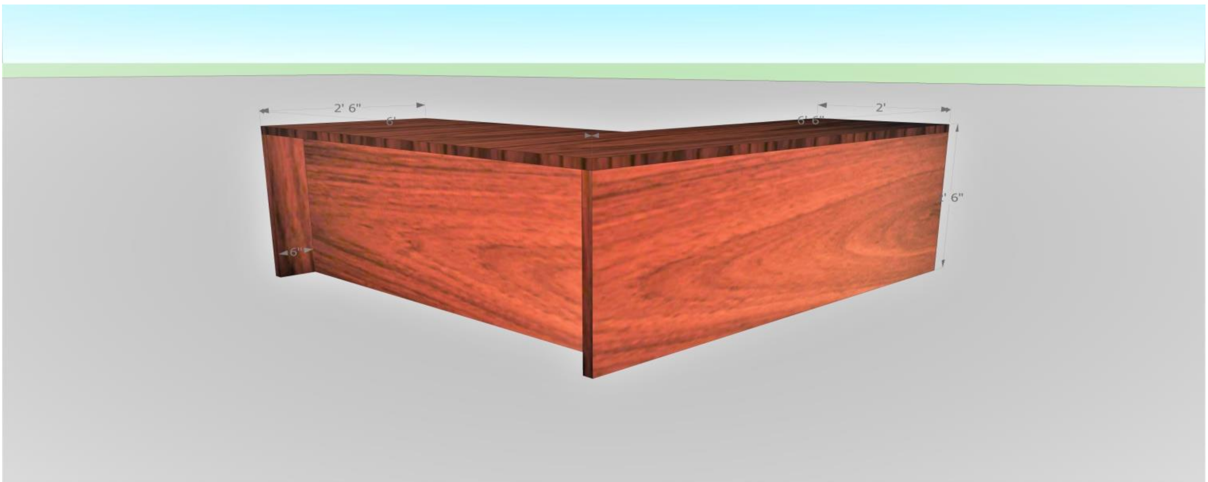
<u>BILLS OF QUANTITIES:</u>

Sr. No.	DESCRIPTION OF ITEM	APPROX. QTY.	UNIT RATE	AMOUNT
1.	Providing, fabricating, transporting to bank premises and placing on site work station unit comprising of main working table of overall dimensions of 6’-0” length with 2’-6” width and standard 2’-6” height with three drawers and keyboard drawer (as shown in the attached drawing) and adjoining side table of overall size 4’-0” length and 2’-0” width with 2’-6” height with base for mother board etc. as indicated in the attached drawing with all tops, sides and front fascia cladded with marine quality veneer matching to existing workstations and Melamine polished complete in all respect as per attached indicative drawings.	10 Unit		
	TOTAL OST OF ABOVE PROPOSED WORK STATION		₹	
	ADD : 18 % C & S G. S.T ON ABOVE COST		₹	
	TOTAL COST INCLUDING ALL TAXES		₹	

9. DIAGRAM







1. On site measurement has to be taken by the contractor for exact fitting, the measurements mentioned above are only for reference and quotation.
2. All the work has to be made to the satisfaction of the Bank.
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 Bank.
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. The rates mentioned in the price bid must be uniform in nature, no aberration is allowed. If any aberration is noticed in rates, the tender may be rejected.

Stamp of the contractor:

Signature of the proprietor/partner/Director:
Date: 02-08-2019
Place: MUMBAI

ANNEXURE III
PRE CONTRACT INTEGRITY PACT (IP Agreement)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____dayof the ________________month of 2019, between, on one hand, the President of Indiaacting through Shri Uday Shinde (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______________________________ (herein after 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 (Making and Fixing of Office Workstations at EXIM Bank Head Office) and the BIDDER/Seller is willing to offer/has offered the stores 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 passon 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.

3.11The 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.

4. Previous Transgression

4.1The 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.

4.2The 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.

5.4No 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.

6.3The 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

8.1The 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).

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 Marble Above Andhra Bank Sector-44 Market Sector-44, Noida -201301 Email: subodhgoel22@gmail.com Mobile: 09650867778**

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 documentsrelating 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.

8.7The 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.

8.8The 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

12.1The 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 BIDQER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2Should 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	BIDDER
Mr. Uday Shinde	Mr./Ms.________________________________
General Manager	Chief Executive Officer/ MD/ Director
Export-Import Bank of India	____
Ministry of Finance	
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.

(Note: Pls. Sign and stamp on all IP agreement pages)