



Export-Import Bank of India

E-Tender

Appointment of Architect for renovation of Office Premises, Hyderabad office

Tender Ref No. EXIM/RFP/2019-20/053

**Export-Import Bank of India
2nd Floor, 6-3-639/640, Golden Edifice, Khairatabad Circle, Hyderabad-04
Ph. 91-40-23307816-21, Fax- 040- 23317843
E-Mail: eximhro@eximbankindia.in**

CONTENTS

Sr. No	Title	Page No
I	E-Tender Notice	3
II	Instructions for Online Submission & Mode for submission of proposal	4-7
III	Technical information & Technical Bid Evaluation Criteria	8-9
IV	Pre-qualification Form	10-11
V	Financial Bid	12
VI	Scope of Work	13-16
VI	Pre Contract Integrity Pact (IP Agreement)	17-26

E-TENDER NOTICE

Online Tenders are invited for the tenders mentioned below. Bidders may view/download the Tender Document from www.eximbankindia.in. First time users of this portal will be required to register online with registration charges. The Tender schedule is as below:

Tender No.	EXIM/RFP/2019-20/053
Scope of work	Architectural consultancy as mentioned in the Annexure I for the Office Premises, Hyderabad.
Earnest Money Deposit(EMD)	₹ 5,000/- (Rupees Five thousand Only) in the form of Demand Draft drawn in favor of Export-Import Bank of India which shall be put in a separate envelope.
Download of the Tender Documents	24.10.2019 5.00 PM to 17.11.2019 up to 5.00 PM
Last date for Submission of Bid	18.11.2019 up to 5.00 PM
Last date for submission of EMD, Tender Fee and IP Agreement(in original)	18.11.2019 up to 01.00 PM
Opening of technical Bid	19.11.2019 at 5.00 PM
Contact No.	040-23307816 to 21
Address of Communication	Export-Import Bank of India, 2nd Floor, 6-3-639/640, Golden Edifice, Khairatabad Circle, Hyderabad- 500 004 Ph. 91-40-23307816-21, Fax- 040- 23317843

Note:

1. Tender document can be viewed/downloaded from the website www.eximbankindia.in. Tender has to submit the document fee and processing fee Online.
2. All further amendments in tender Document or Bid Schedule shall be notified on our website www.eximbankindia.in.
3. In case the date of opening of tenders is declared as a holiday, the tender will be opened on the next working day at the same time.
4. EXIM Bank has the right to accept/ reject any / all tenders without assigning any reasons.
5. EXIM Bank reserve the right of acceptance or rejection of any or all bids without assigning any reasons.

Instruction for Online Bid Submission

SITE INSPECTION : With Prior Appointment of Exim Bank

PLACE OF RECEIPT OF TENDER :
<https://eximbankindiatenders.procuretiger.com>

TIME OF COMPLETION OF PROJECT : 6 Months including construction time
by the Architect

Note: Download the Integrity Pact Agreement (attached as Annexure) and sign on ₹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, Hyderabad on or before 18th November 2019, 13.00 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 Commercial bids. The eligible bidders will be trained by M/s. E-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.

CONTACT INFORMATION FOR E-TENDER PROCESS

E-Procurement Technologies Limited,

A- 801 – Wall Street - II,

Opposite Orient Club,

Nr. Gujarat College,

Ellis Bridge, Ahmedabad – 380 006.

Gujarat State, India : Phone: +91 (79)- 68136820/29/31/35/40/43/52/53/57/59/63

Fax: +91 (79) 40230847

As per the directives of Department of Expenditure, this tender document has been published in the <https://eximbankindiatenders.procuretiger.com>. The Bidders are required to submit soft copies of their bids electronically on the e-tender, using Valid Digital Signature Certificates. More information useful for submitting online bids may be obtained at: <https://eximbankindiatenders.procuretiger.com>

REGISTRATION

- 1) Bidders are required to enroll online by opening Website: <https://eximbankindiatenders.procuretiger.com>. Click on “New Bidder Registration” link and create User Id and Password. Based on Exim Bank’s confirmation, E-Procurement Technologies Ltd will activate the user ID. EXIM Bank reserves the right to reject the Tender without giving any reason whatsoever.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password to their accounts.
- 3) Bidders are advised to register their valid email id and mobile numbers as part of the registration process.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificate with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. sify/TCS/nCode/eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a Bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured login by entering their User ID / Password and password of the DSC / e-Token.

MODE FOR SUBMISSION OF PROPOSALS

The bidders shall submit Technical bid (containing the technical specification offered, literature leaflets, Signed tender document etc) and financial bid separately as per online submission process.

The bidders are required to submit all relevant details/information in strict accordance of the formats mentioned in Annexure in the Pre-qualification form. All enclosures (certified copies of work orders etc.) Supporting the information should be submitted in sequence of the information furnished in the pre-qualification form as part of the Technical bid. The bidders must mention in the required column the total no. of enclosures relevant to each form.

GENERAL TERMS AND CONDITIONS

- a. Proposal submitted should remain valid for a period of 180 days.
- b. Agencies not qualified in technical evaluation, shall not be pre-qualified and financial proposal for those agencies shall not be opened.
- c. EXIM BANK reserves right to accept or reject any or all proposal without giving or assigning any reason thereof.
- d. Period for completion of Architectural Consultancy shall be till completion of work i.e. from the date of commencement of services to financial closure of the project.
- e. Financial closure stated above shall mean up to final completions of work awarded to Architects.
- f. Date of commencement shall be from 7 days after signing the agreement with the Export-Import Bank of India.

EVALUATION CRITERIA

The bids of the technically qualified bidders shall be evaluated on the L-1 basis.

EXECUTION OF THE ASSIGNMENT

Architect(s) shall keep the EXIM BANK informed about the progress of work in his office & shall appoint specialized consultants in consultation with the client, if necessary.

Architect(s) shall be responsible for the direction and integration of the work. The ARCHITECT, however, shall be fully responsible for the calculations, the detailed design, Bills of Quantity (BOQ) and periodic inspection and evaluation of the work entrusted to them. The Architect(s) shall, if requested, make available the design calculation.

Architect(s) shall not make any deviation, alteration or omission from the approved drawing, involving financial implication without prior consent of the client.

Architect(s) shall exercise all responsible skill, care and diligence in the discharge of his duties and shall exercise such general superintendence and inspection as may be necessary to ensure that work are being executed in accordance with the Condition of Contract.

PRELIMINARY ARCHITECTURAL DESIGN:

Taking client's instruction and preparation of design brief including site evaluation, analysis impact of existing and / or proposed development & analysis for appropriate design.

FINAL SUBMISSION

After getting examined the preliminary concept plan by EXIM Bank; Architect shall incorporate the suggestions made by EXIM Bank for final approval. This final submission shall consist of the detailed architectural design and visual presentation by the architect.

Note (1) : submission of all drawings shall be provided to EXIM Bank in original with soft Copy.

Architect(s) shall, in consultation with the client prepare a Time Schedule in respect of various services to be rendered and discharge of Client's obligations.

In the event of any work over and above the defined scope of work of the Contract, Architect(s) may be asked to carry out such extra work under the same term and

conditions, however, the additional fee and the time expansion shall be mutually agreed upon.

OWNERSHIP OF COPYRIGHT

Architectural design, drawings, specification, documents and models as instruments of service shall be the property of EXIM Bank whether the project, for which they are made, is executed or not. The EXIM Bank shall retain copies of the Architects models, drawing, specification and other documents his information and use in connection with the projects.

ARBITRATION AND JURISDICTION

The party shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or the interpretation thereof.

In event of any disputes or difference arising under this condition or any special condition of the contract in connection with this contract, the same shall be settle by the Architect- consultant and EXIM Bank amicably. If the disputes are not resolved by the Architect-consultant and EXIM Bank amicably same shall settle under the arbitration and Conciliation Act, 1996.

JURISDICTION

The Courts at Hyderabad shall have the jurisdiction.

TERMINATION OR ABANDONMENT

The Agreement shall stand completed on the completion the services at financial closure of project.

In the event of either EXIM Bank decide not to take the services of architect(s) or any of the services rendered is found to be unsatisfactory, EXPORT-IMPORT BANK OF INDIA reserve the right to terminate the contract at any stage during the currency of the contract or short close giving 30 days noticed, however, in the event of such premature of the contract EXIM Bank will pays dues and payments for the satisfactory work carried out till the date of termination of Architect(s), as per this contract.

Tender Opening and evaluation

Opening of Technical Bid

- a) All the offers received will be screened and shortlisted based on the requirement specified and the details submitted by the bidder. All such shortlisted offers will be further evaluated on the qualitative aspects in various parameters as detailed in Technical Bid Evaluation Scoring Sheet. The technical score will be assigned based on above details. The bidders who will score 70 marks and above, on the scale of 100, will only be shortlisted for final consideration. 70% weightage will be given to technical parameter and 30% for financial bid for final scoring. After techno commercial evaluation, whoever secures highest marks will be considered as the successful bidder. The Bank, if needed, will negotiate with the successful bidder.
- b) For reference, the scoring on evaluation of Technical and Price Bids are as follows:

Technical Scoring: 70% weightage is considered in the below formula for final scoring.

$$TS = M \times 0.7$$

Where 'TS' is Technical Score and 'M' is Marks obtained on technical parameters.

Price Bid Scoring: the Lowest Bidder (L1) will get a maximum score of 30 and marks will be proportionately awarded to other bidder as per the following formula:

$$FS = 30 - \left[\frac{Q-L}{L} \times 30 \right]$$

Where 'FS' is Total Financial Score, 'Q' is Price Quoted by subsequent bidder (i.e. L2, L3 etc.) and 'L' is the Lowest Quoted Price by a L1 bidder.

Final Scoring:

$$S = TS + FS$$

Where 'S' is Final Score, 'TS' is Technical Score and 'FS' is Financial Score.

On the basis of techno commercial evaluation whoever secures highest marks will be considered as the successful bidder.

PART-I

Technical Bid Evaluation Criteria

Sr. No.	Criteria Description	Weightage
1	The Architect should be Hyderabad based.	10
2	Architect should have experience of at least 2 years to provide services to Government Organization/PSU/PSB/ any Company or Firm	15
3	Architect should have satisfactorily executed minimum of one yearly contract of similar nature, costing not less than ₹3,00,000/- during the last one year.	20
4	The firm should have 2 Architects/Engineers on regular payroll and qualified and should enclose relevant documents	15
5	Architect should have annual turnover of not less than ₹ 6 lakhs in the last 2 years.	20
6	GST Registration, PAN Card	10
7	PF & ESIC account	10
Total Weightage		100
Minimum Weightage required		70

Annexure in the Pre-qualification/ Eligibility Criteria form

01	Agency Registration Certificate no	date	Validity
02	Council of Architecture / Registration Certificate No	date	Validity
Please enclose copy of the above certificate			

QUALIFICATION AND EXPERIENCE OF KEY PERSONNEL

SR NO	NAME	QUALIFICATION	EXPERIENCE
01			
02			
03			

LIST OF ONGOING/EXECUTED PROJECTS

Please list the relevant experience in the manner listed below. You must provide further details assignments in the format as provided in annexure separately. Please stress on your experience in handling the consultancy pertaining to the ARCHITECT(S) cum Architectural Services related to important project during last 3 years.

Period	Work Executed	Client details	Brief Description
2018-19			
2017-18			
2016-17			

Note: Please enclose completion certificate from the EXIM Bank for which above services are provided.

Place
signatory

Date

Signature of authorized

Seal

KEY ASSIGNMENTS HANDLED

Project Name	Country:
Project Location within country:	
Name of Client:	
Project Cost:	Consultancy fee:
Start Date (Month/Date):	Completion Date (Month/Date):
Name of associated firm(s) if any:	No. of Person-Months of professional staff provided by associated firm(s):
Name of Senior staff (Project director/ coordinator, Team Leader) involved and functions performed: 1) 2) 3) 4)	
Detailed Narrative description of project:	
Detailed description of Actual Services provided by our Company:	

Place:

Date:

Signature of authorized signatory:

Seal:

PART-II
(FINANCIAL BID)

To,
Mr. B.Ramesh Babu,
Deputy General Manager
Export Import Bank of India
2nd Floor, 6-3-639/640, Golden Edifice,
Khairatabad Circle, Hyderabad- 500 004.

Sub: - Providing Architectural Services and scope of work are mentioned in the Annexure - I for Export-Import Bank of India

Dear Sir,

I /We Architect consultant / consultancy firm herewith produce financial Proposal for selection of my / our firm / organization as consultant for above mentioned work as per terms and conditions of Request For Proposal (RFP) Document. We have read and understood all the terms and conditions mentioned in tender and agree to abide by them. In confirmation to the terms and conditions mentioned in the RFP, we quote rate as follows –

S. No.	Particulars	% in figure	% in words
1	Percentage (%) of Project cost for the Architectural design services, Supervision of Implementation & Quality Control as per scope of work in the Annexure I of the tender.		
2	GST shall be paid extra as applicable		

Note:

- (i) This Offer is valid for 180 days from the due date of submission of Proposal.

(Signature of Authorized Representative)

Scope of office renovation: Area: (Plinth area specifications will be provided by the Architect, who will be appointed after E-Tender)

Overall changes to be made are as follows:

1. Electric wiring to be redone with lights & switch boards to be replaced
2. Painting of entire office
3. Water proof treatment (at specific water leakage areas)
4. Plumbing lines to be repaired
5. All 5 Washrooms to be repaired with new sanitary items

Work Area:

1. Change of full carpet (18 years old)
2. FRFC Safes to be shifted to area with Biometric access (either DR Server room/UPS room in work area)
3. Electrical switch boards to be replaced & electric wirings to be concealed (with latest model)
4. Plywood sheets (cupboards) to be replaced at few places
5. Fire extinguishers stands to be replaced (with new technology/model)
6. Chairs to be replaced/or leather fabric to be changed
7. External Elevation: window pigeon mesh to be replaced
8. Water proofing treatment along with painting at water leakage areas

Reception:

1. Security chair fabric to be replaced
2. Floor tiles of reception area to be repaired & polished
3. False roofing vents to be repaired
4. Reception Exim Bank display board to be replaced
5. Entire electric wiring at entrance to be replaced as per the blueprint plan
6. Cupboards to be repaired at the entrance

Meeting Room no.1

1. Table to be repaired
2. Glass to be changed and painting of small grill
3. Newspaper & Magazine stand to be placed
4. Water proofing treatment alongwith painting at water leakage areas

DR-Server room renovation

1. Wooden cupboards partitions to be fixed
2. Entire Rubber tiles to be replaced/repared
3. Water proofing treatment alongwith painting at water leakage areas

Ethnic room

1. Lighting to be changed
2. Wooden & floor tiles to be polished

VIP room

1. Broken glass tops on the side tables to be replaced
2. Small provision to place telephone instrument
3. False roofing to be repaired
4. Damaged plywood sheets to be replaced
5. Water proofing treatment alongwith painting at water leakage areas

Board Ante Room

1. Glass pane to be changed
2. Windows should be repaired
3. Two washrooms entirely to be renovated
4. External Elevation: window pigeon mesh to be replaced
5. Plywood sheets at cupboards to be replaced at few places

Board Room

1. Floor tiles to be repaired and polished
2. Board table to be repaired
3. Cupboards should be repaired/polished
4. Plywood sheets to be replaced at few places

Lunch Room

1. Rubber flooring to be replaced
2. Modular lunch room to be worked out
3. Water proofing treatment to the side walls & ceiling
4. Adjacent kitchen wash area tiles to be replaced

Passage

1. Total electric panel doors to be repaired

****Store room to be built in one of the cellar parking**

*****Generator Grill to be built for Generator at cellar**

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 B.Ramesh Babu (Deputy General Manager & Regional Head, Hyderabad), 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 (Name of the Stores/Equipment/Item) 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 Deputy 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 recommend

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 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. Sanctions for Violations

5.1 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.

5.2 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.

5.3 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.

6. Fall Clause

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.

7. Independent Monitors

7.1 The BUYER has appointed Independent External 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 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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7.2 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.

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

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

7.5 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.

7.6 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.

7.7 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.

7.8 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.

8. 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.

9. Law and Place of Jurisdiction

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

BUYER.

10. 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.

11. Validity

11.1 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.

11.2 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.B.Ramesh Babu
Deputy General Manager & Regional Head
Export-Import Bank of India, Hyderabad

BIDDER

Mr./Ms. _____
CEO/MD/Director

Witness:

Witness:
