

**GOVERNMENT OF INDIA
MINISTRY OF WATER RESOURCES
RIVER DEVELOPMENT AND GANGA REJUVENATION
CENTRAL WATER & POWER RESEARCH STATION
KHADAKWASLA, PUNE 411024**

TENDER DOCUMENT

FOR

**JOB WORK FOR
ERECTION AND COMMISSIONING OF AC SHAMIANA / PENDAL**

FOR

CWPRS CENTENARY CELEBRATION 2016

AT CWPRS, PUNE

**GOVERNMENT OF INDIA
MINISTRY OF WATER RESOURCES, RD & GR
CENTRAL WATER AND POWER RESEARCH STATION
KHADAKWASLA, PUNE-411024**

NOTICE INVITING TENDER

NIT No.707/13/A/2016/916

Date : 01.09.2016

1. Executive Engineer (Civil), Central Water and Power Research Station (CWPRS), Sinhgad Road, Khadakwasla, Pune-411024, invites on behalf of President of India sealed tenders from eligible agencies/ contractors. They should be registered and have carried out at least one commemorative event for hosting dignitaries like President/ Vice President/ Prime Minister during the last seven years as per CPWD, local authorities norms for safety, security etc., preferably for a Government organization for the following work at CWPRS campus, Khadakwasla, Pune-24:

Description of work	Estimated cost in Rs.	EMD in Rs.	Period of contract	Time and date of opening of tenders
Job work for erection and commissioning of AC Shamiana / Pandal for CWPRS Centenary celebration 2016 in a hangar 37.5 m x 60 m at CWPRS, Khadakwasla, Pune-24 along with development of 15m x 6m stage, lounges for VVIP, media and public, 50 sofa, 200 covered chairs, 800 chairs, catering with waiters, flower decoration, banners, direction signages, cut-outs, gates, side covering, PA system, 7 LED screens, video & photography, CCTV, DG supply, electrification and lighting, drinking water, mobile toilets with water facility, waste collection and disposal etc. and as per enclosed scope of work in detail and as directed at site by Engineer-in-charge.	25 lakhs	50,000/-	30 days	1500 hrs. on 09.09.2016

2. Valid registration from Regional Labour Commissioner (Central), Pune and certificates of EPF, ESI, Service Tax, Professional Tax and Income Tax and necessary Insurance shall be submitted with the bid documents (self attested).
3. A complete set of tender document for the above work can be obtained by eligible bidders by submission of written application alongwith the definite eligibility proof, from Executive Engineer (Civil), CWPRS, Khadakwasla, Pune-24, during working hours (Monday to Friday – 0900 hrs. to 1500 hrs.) from 02.09.2016 to 08.09.2016 on payment of Rs.500/-plus applicable Service Tax. The bid document is not transferable.
4. A pre-bid meeting will be arranged at CWPRS, Pune-24 (Phone No.020-24103220) on 06.09.2016 at 1530 hrs. Any doubts can be raised in writing by the agencies/ contractors in this meeting for clarifications.
5. NIT have been placed on web site www.cwprs.gov.in / mowr.nic.in

01.09.2016
Executive Engineer (Civil)
CWPRS, Khadakwasla, Pune-24

THE OFFER OF THE AGENCY SHOULD CONTAIN THE FOLLOWING:

1. Contract document duly signed and sealed by the authorized signatory of the agency.
2. Schedule of work duly filled-in and signed.
3. Declaration of agency duly filled-in and signed.
4. Earnest Money Deposit (EMD).
5. List, address and telephone number(s) of the firms / organizations and copy of orders (Government Departments) for which at least one commemorative event for hosting dignitaries like President/ Vice President/ Prime Minister during the last seven years as per CPWD, local authorities norms for safety, security etc. arrangements, preferably for a Government organization has been carried out:
6. Valid labour license from Regional Labour Commissioner (Central), Pune and ESI/ WCA, EPF and necessary Insurance from appropriate authority during the tenure.
7. Income tax certificate in the revised form as modified under Ministry of Finance OM No.67/30/69/ITAL dated 02.07.1970 as amended from time to time before entering into application for purchasing tender papers.

SCOPE OF WORK

Job work for erection and commissioning of AC Shamiana / Pandal for CWPRS Centenary celebration 2016 at CWPRS, Khadakwasla, Pune-24 with the enclosed schedule of work, specification and terms and conditions.

1. Development of stage

- a) Stage size (15m x 6 m) with colour cloth including wooden raised platform (as per NSG norms) covering with synthetic non woven carpets, ramps with railing and steps
- b) Back drop of the stage with approved designs and drawings
- c) Seven Nos. hand rests wooden chairs for VVIPs, three chairs behind VVIP rows
- d) Two podiums with National and CWPRS emblem with podium mikes
- e) Table with covers and flowers
- f) Public address system with five collar mikes, 10 cordless, 3 stand mike
- g) Two LED screens of appropriate size
- h) Flower decoration
- i) Clothing of ceiling and sides
- j) Preparation of green room with big size flower bouquet (10 nos.) for VVIPs
- k) Tower ACs
- l) Suitable arrangement of lighting with DG supply, video and photography coverage including soft and hard copy of the coverage
- m) Arrangement of CCTV, metal detector
- n) Develop the area for Army band group for playing National Anthem
- o) Drinking water bottles
- p) Entry & exit of VVIPs including wheel chairs
- q) Installation of black granite plaque of size 3' x 4' with engraved golden bilingual inscription as provided by CWPRS with suitable provision for opening of remotely controlled curtains by VVIP

2. Development of VIP areas

- a) Arrangement of two seater sofas (50 nos.) with clean cushion cover, covered chairs (200 nos.)
- b) Entry & exit of VIP and media
- c) Synthetic non woven carpet over the existing floor
- d) Security barricade
- e) Tower ACs

- f) LED screen (2 nos.)
- g) Clothing of ceiling and sides
- h) Drinking water bottles

3. Development of areas for officers, staff and others

- a) Arrangement of chairs (800 nos.)
- b) Entry & exit
- c) Synthetic non woven carpet over the existing floor
- d) Security barricade
- e) Soundless Cooler/ fans
- f) LED screen (2 nos.)
- g) Clothing of ceiling and sides
- h) Drinking water bottles

4. Preparation of Lounge for VVIP (capacity 50 nos.)

- a) Development of lounge of size 20m x 10 m . with three compartments
- b) Suitable arrangement of sofa, chairs, tables, mirror, toilet block, wooden flooring covered with carpet
- c) Water proofing top with clothing of ceiling and sides
- d) LED screen (1 No.)
- e) First aid and medical box
- f) Waste bin
- g) Hoarding and banners
- h) Snacks/ meal with drinking water bottles
- i) Entry & exit gate

5. Preparation of Lounge for VIP and media (capacity 150 nos.)

- a) Development of lounge of size 25m x 12 m with two compartments
- b) Suitable arrangement of chairs, tables, toilet block, carpet over existing flooring
- c) Water proofing top with clothing of ceiling and sides
- d) Snacks/ meal with drinking water bottles
- e) First aid and medical box
- f) Waste bin
- g) Hoarding and banners
- h) Entry & exit gate

6. Preparation of Lounge for officers, staff and others (capacity 800 nos.)

- a) Development of lounge of size 25m x 12m. with two compartments
- b) Arrangement of chairs, tables, toilet block
- c) Water proofing top with clothing of ceiling and sides
- d) Snacks/ meal with drinking water bottles
- e) First aid and medical box
- f) Waste bin
- g) Hoarding and banners
- h) Entry & exit gate

7. Electrical and electronics items

- a) DG supply electrical fitting, electrical panel, fans, tower ACs, coolers (sound proof) with suitable switching between DG and alternate supply.
- b) High quality PA system, LED screens etc.

8. Video and photography coverage

- a) Entire event is to be covered through high quality video and still photographs
- b) CDs of videos and photographs are to be handed over to CWPRS

9. Welcome gates

Five in number at gate No.1 & 2 of CWPRS, one each near CDC building, VIP entrance and VVIP entrance to the venue with proper decoration, clothing and lighting.

10. Site developments

The route from Gate No.2 up to VVIP entrance is to be covered by 'kanat' with approx. length of 600 m at designated locations.

Note : 1. Safe room to be equipped with necessary arrangements as directed by Engineer-in-charge for VVIPs

2. Mineral water bottles are to be made available at every site in sufficient quantities.

Signature of authorized signatory
of the agency

Executive Engineer (Civil)
CWPRS, Khadakwasla, Pune

TERMS AND CONDITIONS OF THE CONTRACT

1. The agency should have carried out at least one commemorative event for hosting dignitaries like President/ Vice President/ Prime Minister during the last seven years as per CPWD, local authorities norms for safety, security etc. arrangements, preferably for a Government organization
2. Labour license from Regional Labour Commissioner (Central), Pune and shall have registration for EPF and ESI/ WCA, service tax, professional tax, income tax and necessary insurance during the tenure.
3. The agency should submit, to the CWPRS Designated Officer, the list of workers alongwith their names, address, photographs, insurance, **Police Verification** etc., if any.
4. The agency shall agree that it shall maintain all such records and registers that are required to be maintained under various Acts and Laws mentioned above, in respect of the job and its workers engaged at the CWPRS and shall produce the same for inspection when demanded by CWPRS.
5. The agency will have to arrange the entire arrangement including the deployment of workers, materials and necessary tools/ sundries for delivering the services **within the quoted cost** . No separate claim by the agency shall be entertained by CWPRS.
6. No advance payment will be made to the agency.
7. The agency shall be responsible to ensure that the workmen employed by them shall be properly attired and shall abide by all normal rules of discipline and good behavior so that their activities shall not in any way be detrimental to CWPRS.
8. Any worker of the agency shall not be in a drunken or intoxicated state while on duty by consuming alcoholic drinks/ drugs etc.
9. The agency shall agree that it will be its responsibility to settle all the legal dues of his workers including full and final settlement of the claims of whatsoever nature.
10. The agency shall comply with all relevant responsibilities for compliance with the provision of Employment of Children's Act, Untouchability Act, Workmen Compensation Act, Employees Provident Fund Act, Employees State Insurance Act, Payment of Wages

Act, and other Labour (Regulation and Operation) Act / Rules / Laws and accordingly intimate to CWPRS.

11. Tax, if any, to be paid either by workers provided by agency or agency directly is to be borne by the agency.
12. The agency shall agree that the CWPRS shall be in no way responsible or liable for the payment of wages and other allowances, if any, as per the law or otherwise. The workers engaged by the agency shall have no right of absorption, regularization with the CWPRS.
13. In the event, agency workers are involved in any act, which is detrimental to the interest of CWPRS, the right is reserved by CWPRS to ask the agency to withdraw such worker(s) from the premises of the CWPRS without any advance notice to the agency in that behalf.
14. The agency has to agree that it shall settle the claims expeditiously towards compensation and medical expenses in case of his workers met with an accident.
15. A sum @ 8% of the amount of the accepted tender has to be deposited by the agency as Performance Guarantee (PG) in the form of Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque or bank guarantee from any of the commercial banks valid upto December 2016, which will be released within two months after successful completion or termination of the contract. 2% EMD shall be part of the PG.
16. A sum @ 2% of the gross amount of the bill towards Income Tax and 3% Education Cess over Income Tax or as applicable from time to time shall be deducted from bill of the agency. If there are any exemptions for Income Tax, the documentary evidence is to be produced and enclosed with the contract by the agency.
17. The Agreement will be valid for a period of 30 days, which can be terminated by the Director, CWPRS, without assigning any reason.
18. The CWPRS reserves the right of termination of the Contract with immediate effect without giving any notice, in case the Director, CWPRS is of the opinion that there is any breach/ violation of rules and regulations of Central Laws/ State Laws or that agency has committed any breach/ violation of the terms and conditions of the Contract, while fulfilling the working aspects.

19. For settling any dispute arising out of this agreement, the decision of the Director, CWPRS, will be final. Any breach of contract conditions shall attract penal actions against the agency and Director, CWPRS, would decide the amount of penalty to be imposed on the agency.
20. The agency shall agree to return all tools/ sundries, materials, equipment etc., if provided by CWPRS, in good condition after the completion / termination of work assigned, failing which the CWPRS shall recover the cost of the same from any sums payable to the agency.
21. The agency shall solely be responsible in the event of any theft or damages to CWPRS property during the tenure of the contract either due to negligence or connivance of its workers and will reimburse the administration for any loss suffered by it within the tenure or to be levied from the bill.
22. If the contract is terminated, the agency shall stop the work immediately, after handing over the site to CWPRS. The agency will not be entitled for any compensation for such termination.
23. All the terms and contract of CPWD Works Manual 2014 and GFR 2005 shall also be applicable to this contract.
24. The entire system will be water proofed, fire proofed and the agency shall ensure compliance to the requirements of local authorities and/ or competent authorities in respect of securities, stability of structure, fire, medical and unpredictable situation.
25. The site should be handed over with all activities involved two days prior to the date of function and the site should also be cleaned within seven days after completion of the function.
26. The competent authority reserves the right to accept or reject any or all bids without assigning any reason thereof.

Signature of authorized signatory
of the agency

Executive Engineer (Civil)
CWPRS, Khadakwasla, Pune

SCHEDULE OF WORK

Name of Work : Job work for erection and commissioning of AC Shamiana / Pandal for CWPRS Centenary celebration 2016 at CWPRS, Khadakwasla, Pune-24

Time Limit : 30 Days

Estimated Amount : Rs.25 lakhs including all applicable taxes and clearances from local / competent authorities

Item No.	Description of Item	Qty.	Unit	Rate Rs.	Amount Rs.
01	Job work for erection and commissioning of AC Shamiana / Pandal for CWPRS Centenary celebration 2016 in a hangar 37.5 m x 60 m at CWPRS, Khadakwasla, Pune-24 along with development of 15m x 6m stage, lounges for VVIP, media and public, 50 sofa, 200 covered chairs, 800 chairs, catering with waiters, flower decoration, banners, direction signages, cut-outs, gates, side covering, PA system, 7 LED screens, video & photography, CCTV, DG supply, electrification and lighting, drinking water, mobile toilets with water facility, waste collection and disposal etc. and as per enclosed scope of work in detail and as directed at site by Engineer-in-charge.	1	Job		
Total					

(Rupees _____ only)

Signature of authorized signatory
of the agency

Executive Engineer (Civil)
CWPRS, Khadakwasla, Pune

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2016, between, on one hand, the President of India acting through, Executive Engineer (Civil), of the officer, Ministry/Department , Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____ , (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any Influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specification by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide 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 any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

- 2 In case any such preceding misconduct on the part of such official(S) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prime 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 dealing related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceeding under the contract would not be stalled.

Commitments of BIDDERS

- 3 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, 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 favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4* BIDDERS shall disclose the name 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 defence 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 negotiation 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 of impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third 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 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 filling of tender.

The term 'relative; for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13 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

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 tendering process.

The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

While submitting commercial bid, the BIDDER shall deposit an amount _____ (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments.

- (i) Bank Draft or a Pay Order in favour of _____
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP)

The Earnest Money/Security Deposit shall be valid upto a period ofyears 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.

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.

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

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 the 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 irrecoverable 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 incase of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

The BIDDER undertakes that it has not provided/is not providing 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 (Name and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

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 the date of its signing and extend 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 tot heir original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____

BUYER
Name of the Officer
Designation
Deptt/MINISTRY/PSU

BIDDER
CHIEF EXECUTIVE OFFICER

Witness
1. _____
2. _____

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.

DECLARATION BY THE AGENCY

I/we hereby declare that:

We have thoroughly gone through the Document issued to us and have acquainted ourselves with the various terms and conditions included therein.

We have also familiarized ourselves with the site conditions necessary to assess the work involved. We have made a study of the enclosed Terms & Conditions, Scope of Work, and Schedule of Work.

If the contract is awarded to us, we will serve as per the requirements demanded by CWPRS officials from time to time. The rates quoted by us include the cost of all activities to be done as outlined in the document.

I/we therefore solemnly affirm that rates quoted by me/us in this contract are based on the knowledge as certified above.

Signature of authorized signatory
of the Agency



