



GOVERNMENT OF INDIA
MINISTRY OF WATER RESOURCES, RD & GR
CENTRAL WATER AND POWER RESEARCH STATION
KHADAKWASLA, PUNE – 411 024.

TENDER DOCUMENT

FOR

***CONDUCTING BATHYMETRY SURVEY TO ASSESS SILT QUANTITY AT
SHETRUNJI RESERVIOR, BHAVNAGAR, GUJARAT***

DUE DATE AND TIME OF BID OPENING: **28-07-2017 AT 15:00 HRS** .

SCIENTIST-C, CONSTRUCTION & PROCUREMENT CELL
CWPRS, PUNE



Government of India
Ministry of Water Resources, RD & GR
Central Water & Power Research Station
Khadakwasla, Pune – 411 024

Name of Work	:	<i>Conducting Bathymetry Survey to Assess Silt Quantity at Shetrunji Reservoir, Bhavnagar, Gujarat</i>
Estimated Cost	:	Rs. 8,09,690/-
Time Limit	:	45 days

THIS DOCUMENT FROM PAGE 2 ONWARDS SHOULD BE
RETURNED IN ORIGINAL DULY SIGNED

NAME OF BIDDER :
(WITH ADDRESS)

LAST DATE OF RECEIPT TENDER : 28.07.2017 at 14:30 Hrs.

DATE OF OPENING OF TENDER : 28.07.2017 at 15:00 Hrs.

THIS TENDER DOCUMENT CONTAINS THE FOLLOWING:

Section No	Table of Contents
1.	<i>Instructions to Bidder (ITB)</i>
2.	<i>Special Terms & Conditions</i>
3.	<i>Terms Of Reference</i>
4.	<i>Shedule Of Rates</i>
5.	<i>Pre-Contract Integrity Pact</i>

TenderDocument do not fold

THE BIDDER SHOULD READ ALL THE INSTRUCTIONS IN THE DOCUMENT THOROUGHLY BEFORE SUBMITTING THE TENDER AND ADHERE TO THE DATES GIVEN

SIGNATURE OF BIDDER
WITH SEAL

SCIENTIST-C, CPC

SECTION – 01

Instruction to Bidder (ITB)

Instruction to Bidder (ITB)

1. Tender forms can be obtained from Scientist – C, Construction and Procurement Cell, CWPRS between 09:30 hours and 1630 hours from 13/07/2017 to 25/07/2017 on payment of non-refundable fee of Rs. 500/- each plus (postal charges of Rs. 50 /- if required by post) by Cash/Demand Draft drawn in favour of **“Pay and Accounts Officer, CWPRS”**, payable at Pune. Tender documents can also be down loaded from the CWPRS website www.cwprs.gov.in and should be submitted alongwith the tender of Rs. 500/- in the form of DD drawn in favour of “Pay and Accounts Officer, CWPRS” payable at Pune.
2. Reputed firms/agencies may send their lowest offers for the same in Sealed Envelops superscribing Bid for the “Conducting Bathymetry Survey to Assess Silt Quantity at Shetrunji Reservoir, Bhavnagar, Gujarat” in person/by post so as to reach Scientist - C, Construction and Procurement Cell, Room No. 201, OCL Building, CWPRS, Khadakwasala, Pune - 24 on or **before 28/07/2017 upto 14:30 hours. The Bid should be opened on same day at 15.00 hours.**
3. Earnest Money Deposit (EMD) of **Rs. 16,200/-** (Rs Sixteen Thousand Two Hundred only) in the form of Cash/DD/FDR in favour of “Pay and Accounts Officer, CWPRS” payable at Pune should be enclosed along with the bids. Bids without EMD and Tender Document Fee would be rejected.
4. The Tender received after due date and time will not be taken into consideration.
5. The validity of tender will be at least **90 (ninety) days** from the date of opening of the tender. The rates quoted should be written by ink both in figures and words. If there is any deviation, the rates quoted in words, will be taken into consideration.
6. The department reserves the right to reject any or all the tenders without assigning any reasons.
7. Unsigned tenders will be rejected.
8. The successful bidder shall pay **10%** of the tendered amount as security deposit in the form of FDR/Bank Guarantee valid for 6 months issued by the Scheduled/Nationalized Bank in favour of “Pay and Accounts Officer, CWPRS” payable at Pune at the time of signing the agreement. The security deposit would be refunded after satisfactory completion of contract.
9. No claim shall be made against CWPRS in respect of interest if any due on the Security deposit. The FDR/Bank guarantee should remain valid up to six months beyond the validity of the contract.
10. The payment will be made within 30 days of the submission of bill in duplicate along with log book/ log sheet duly signed by in-charge of CWPRS officer along with bank mandate form for making e-payment.
11. All taxes, GST etc. and other outgoing over and above the quoted rates should be clearly mentioned in the Tender. In the absence of any such indication it shall be presumed that the price quoted are inclusive.

12. Rates should not be revised and those firms who revise their rates or fail to supply the services during the period of contract will be liable to forfeit their Security Deposits.
13. Failure to provide the services as per the instructions and specifications or breach of any terms and conditions, will result in forfeiture of the Security deposit. The decision of Director, CWPRS in this regard shall be final and binding.
14. The rate should be quoted inclusive of all taxes i.e. GST, levies, road toll charges, parking fees, etc. No extra payment on any account will be made by this office. If above charges are not paid by the contractor, same shall be recovered from the contractor and penalty of double the amount involved shall be imposed.
15. A sum @ 2 % of the gross amount of the bill shall be deducted from bill of the contractor towards the Income tax and 3% surcharge/cess. Form 16 A for Tax Deducted at Source (TDS) will be issued to the contractor after the end of the financial year.
16. The CWPRS Administration 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 violation of the rule and regulations of Central Laws/State Laws or contractor committed any breach/violation of the terms and conditions of the contract.
17. The Director, CWPRS reserves the right to annul the bidding Process and reject all bids at any time without assigning any reasons and without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the such decision.
18. The bidder may visit CWPRS, Pune – 24 on any working day (Monday to Friday) except government holidays, Saturday and Sunday between 9.30 am to 5.00 pm to assess the scope of work and bathymetry survey work shall be carried out under supervision of CWPRS officials.
19. Pre bid meeting with the bidder & bid clarification : A pre bid meeting is organized at office of the Scientist – C, Construction and Procurement Cell, Room no. 201, OCL building, CWPRS, Pune – 24 on **20/07/2017 at 11:30** .

20. REJECTION CRITERIA

An incomplete and/or ambiguous and/or late response will be summarily rejected.

Offers of following kinds will also be SUMMARILY REJECTED:

- (i) Bids of the bidders not fulfilling the eligibility/ pre-qualification conditions given in tender document.
- (ii) Bids received without Tender Fees, in case of downloaded tender form.
- (iii) Bids received without EMD
- (iv) Telex / Telegraphic / Fax / e-Mail / Xerox / Photo copy offers of bids.
- (v) Bids having scanned signature.
- (vi) Original bids which are not signed manually with seal.
- (vii) Offers which do not confirm unconditional validity of the bid for **90 days** from the date of opening of bid

SECTION – 2

SPECIAL TERMS AND CONDITIONS (STC)

SPECIAL TERMS AND CONDITIONS (STC)

1. **The rates offered by the bidder shall be inclusive of the said work including the equipment, software, all cost of consumables, handing charges, man power etc inclusive of all Taxes.**
2. The survey boat along with boat operator and fuel would arranged by the project authority at site.
3. The quoted rate by the bidder which inclusive of transportation charges of equipment and manpower and all taxes.
4. The bidder should try to complete at least 50 lines kms per day after installation setup of DGPS / boat fixing etc.
5. The equipment setup has to be made as per the boat available at site or the boat mutually agreed upon for the said survey work. The bidder needs to have the fixtures required for the boat to hold the sensors available at site. If required the photographs may be provided by CWPRS.
6. Technical details of the equipment, software intended to propose to hire shall be enclosed with the tender.
7. The Integrated Bathymetry system equipment, software and manpower shall be in good condition. The Equipment, software should latest technology not older than 2012. In case of none functioning of Equipment, software hired, alternate arrangement should be made by the contractor at site.
8. Payment will be made within 30 days of the submission of bill in duplicate along with log book / log sheet duly signed by duty Supervisor or In- Charge CW&PRS.
9. The successful contractor should provide necessary hardware (bathymetry system) / software, which are certified and the latest in market with all the documents and valid certificates.
10. Tendered should be owner of the equipment, software, etc., If not, the Tendered shall submit legal hire agreement with the owner of the Integrated Bathymetry system equipment, software.
11. **Experience of having successfully completed similar works during last seven years, ending last day of month previous to one in which tenders are invited. And also qualified hydrographer should be provided.**
12. In case of any break down of equipment, software, the contractor should arrange same or higher capacity software at his own risk and cost within 2-3 days at site, the break down hours of the software shall be deducted from the period of engagement and payment will be restricted for actual working period only.
13. Contractor shall employ only certified and experienced manpower.
14. No Escalation charges due to hike in the price of consumables etc. shall be admissible during the period of contract. The rate quoted in the tender shall include all such contingencies and continue to be the same throughout the tenure of the contract including the extended period, if any.

15. Contractor shall maintain proper logbook for the period of operation of the work of carrying out bathymetry survey for assessment of silt at various reservoir in India. The log entries shall be signed by the duly supervisor and the same shall invariably be enclosed along with the bills for payment.
16. The final payment of Security deposit recovered shall be released to the Contractor only after successful completion of the Contract and on production of self-certificate that he had fulfilled all the contractual obligations and there is no payment pending with CW&PRS other than the Security Deposit amount.
17. It will be obligatory on the part of the contractor to provide bathymetry survey system for assessment of silt at each reservoir in India for the duration of completion that reservoir survey. Any termination of the contract without sufficient notice or minimum three months notice, on the part of the contractor, will make him liable to forfeit of security deposit. The CWPRS Administration 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 violation of the rule and regulations of Central Laws/State Laws or contractor committed any breach/violation of the terms and conditions of the contract.

SECTION – 3

TERMS OF REFERENCE (ToR)

TERMS OF REFERENCE (ToR)

CW&PRS is intend to conducting bathymetry survey to assessment of silt at Shetrunji reservoir which is in Bhavnagar, Gujarat. The interested firms, whose responsibility is to make survey equipments (excluding boat) available at the site to carry out bathymetry survey and data collection as per the details given in the annexure. The water spread area of Shetrunji reservoir is approx 61 sq. kms. The dam authorities will be making arrangements of the survey boat for period of one month from the date of starting the survey. The firm who wins the bid is responsible for supplying the position fixing equipments, depth sensors and data logging software along with manpower to log the data as per specifications below.

Specifications: It is expected to carry out the survey at least at 100 meters grid interval or as per the choice of the project authority. It is also expected that the data to be collected through out the lake in excel format and the same is to be made available for analysis to find out the volume of the lake of both channels, making contours, area elevation plots along with the licensed software, trained manpower during survey period and Survey the reservoir for assessment of silt, etc., complete in all respect.

The Single beam dual frequency echo sounder will be used for assessment of silt at Shetrunji reservoir.

Water Depth

1. The system will be used in Shetrunji reservoir located at Dist. Bhavnagar (GUJARAT) (Latitude 21 deg 19min N and Longitude 72 deg. 7min E.)
2. Depth Range: 50 mtrs maximum; data to be logged at 100 meters grid interval or better as per user choice as per site conditions.
3. Accuracy: 5 cm at 33 Khz
1cm at 210Khz
4. Compatible with GPS for logging position online and data storage in a Laptop/ PC
5. On boat battery operatable.
6. The output data having lat/ long / depth 1, 2 to be made available in standard format such as .dat, txt, xls for further analysis at CWPRS.

Position

1. The position to be logged with DGPS system with 10 cm accuracy with connecting and submeter accuracy without DGPS connection.
2. The data of DGPS and depth to be logged on to software and submitted to CWPRS for analysis.
3. Data to be ported to GIS packages for DEM creation.

SECTION – 4

Schedule of Rates

SCHEDULE OF RATES

Name of Work	:	Conducting Bathymetry Survey to Asses Silt At Sheturanj Reservoir Bhavnagar, Gujrat
Estimated Cost	:	Rs. 8,09,690/-
Time Limit	:	45 Days.

Sl No.	Description of the work	Qty/ Unit	Rate Quoted in Rs.		Amount in Rs.
			In Figures	In Words	
01.	Conducting bathymetry survey to assess silt quantity at Shetrunji Dam, Gujarat having an area of 61 sq. km. Survey should be carried out at least 100m grid interval using single beam dual frequency echo sounder along with DGPS positioning system .The output data will cover the whole lake area which is to be interpolated for the reservoir volume and silt quantity. The data should be collected and stored on laptop and supplied to CWPRS for further processing complete in all respect as per the direction of engineer-in-charge of CWPRS.	01 No.			

Signature of the Bidder :
Name & Seal:
Contact Tel. No.:
Date :

Scientist - C
Construction and Procurement Cell
CWPRS, Pune-24

SECTION – 5

PRE CONTRACT INTEGRITY PACT

PRE CONTRACT INTEGRITY PACT

Ref : MOWR OM NO. 11/23/2011-IFD dt.20.09.2011

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____, between, on one hand, the President of India acting through Scientist-C, Construction and Procurement Cell (CPC), 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 _____, Chief Executive officer (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 BUDDER, 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 cat 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 he 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 persona 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 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 tender 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 **Rs 16,200/-** (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 **Pay and Accounts Officer, CWPRS, Kdk, Pune-24**
- (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 RPF)

The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

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 supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

- 8.1 The BUYER has appointed independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (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 to their original intentions.

13. The parties hereby sign this Integrity Pact at CWPRS, Pune-24 on _____.

SCIENTIST-C
CONSTRUCTION AND PROCUREMENT CELL (CPC)
CWPRS, KDK, PUNE-24

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.