

OFFICE OF THE RAIPUR SMART CITY LIMITED
e-Procurement Tender Notice
Main Portal: <http://eproc.cgstate.gov.in>

NIT NO:- 55/RSCL/2018,

RAIPUR DATED: 29/01/2018

Online bids are invited for the following of works up to **20/02/2018 at 17:30 hours.**

Sl. No.	System Tender No.	Name of work/Description of work	Tender amount	EMD Amount	Time Period	Tender Fees
1	27209	Redevelopment of Kari Talab	367.90 Lakh	2,76,000 /-	12 Months (including rainy season)	5000 (non-refundable to be submitted online only)

The details can be viewed and downloaded online directly from the Government of Chhattisgarh e-Procurement Portal <https://eproc.cgstate.gov.in> from **29.01.2018 17:30 Hours (IST)** on wards.

For more details on the tender and bidding process you may please visit the above-mentioned portal.

NOTE: -

1. All eligible/interested contractors are mandated to get enrolled on e-Procurement portal.
2. Contractors can contact Help Desk for any clarification of their doubts regarding the process of Electronic Procurement System. **Help Desk** at Toll Free No. 1800 419 9140 or through Email ID helpdesk.eproc@cgswan.gov.in
3. For More Details please download NIT details.

AGM
RAIPUR SMART CITY LIMITED,
RAIPUR (C.G.)

OFFICE OF THE RAIPUR SMART CITY LIMITED

Notice Inviting Tender

MD, RSCL invites Online Tenders on behalf of Raipur Smart City Limited in Form "A" of CG PWD with special conditions from Registered contractor/firms /institutions in central Government/CG Government/Municipal Corporation/Public undertaking for similar work on GoCG e-Procurement System <http://eproc.cgstate.gov.in>

Sr No	System Tender No.	Name of Work	Tender amount	Earnest Money Deposit	Eligible class of contractor/firm	Time Period	Remarks
1	27209	Redevelopment of Kari Talab .	367.90 Lakh	2,76,000 /-	" B" & above	12 months (including rainy season)	1st Call

- In order to participate in the tenders floated using the e-Procurement System, all Operator s/bidders are required to get enrolled on the e-Procurement portal.
- The bids submitted online should be signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. The registered Operator s may obtain information required to issuance of Digital Certificate from **e-Procurement System Help Desk, Toll Free No. 1800 419 9140** or through Email ID helpdesk.eproc@cgswan.gov.in
- For submitting the bids online, the Operator s/bidders are required to make online payment **(for E-Proc processing Fee and Cost of RFP document)** using the electronic payments gateway service. The different modes of electronic payments accepted on the e-Procurement System is available and can be viewed online on the e-Procurement Website.
- Tender Download, Submit Bid online, EMD and other Documents and other activities will be governed by the time schedules given under **"Date-Time Detail(s)"**.
- Tender Fee/Cost of RFP document is to be submitted online only
- Submission of documents as per Envelope A & B as given elsewhere in the RFP. will be accepted by Hand Delivery, Speed Post or Registry. Online payment receipt for (i) Cost of RFP document (ii) Online payment receipt for EMD or FDR/Demand Draft in favour of MD, Raipur Smart City Limited, Raipur payable at Raipur (C.G.) will be submitted at Office of the Raipur Smart City Limited up to dated **23-02-2018 up to 17.30hrs**
- Financial Bid is to be submitted online only. If financial bid is found in hard copy, Bidder's bid shall be deemed to be rejected.
- Conditions related to e-Procurement are furnished in Annexure O of tender document and will overrule other conditions wherever applicable/relevant.
- The Bidders has to submit (Upload Scan Copies/fill) his offer/credentials online as required in the tender in the online templates in relevant envelopes.
- The Bidders may refer Help Manual available online to perform their online activities.
- If there is any amendment in the tender it will be published online only.
- Successful bidder will submit the required design & drawing is duly approved by NIT/ Govt. Engineering College/ reputed institution/organization to the RSCL before commencing work within 07 days from LOI.

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KEY DATES

S No.	Nagar Nigam Stage	Contractor Stage	Start	
			Date	Time
1	Bid Start Date		29-01-2018	17:30
2		Bid Due Date	20-02-2018	17:30
3		Physical Doc Submission End Dates	23-02-2018	17:30
4	Bid Open Date (Scheduled)		26-02-2018	10:30

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Checklist

Checklist for Online Submission: Envelope (A & B)

SI	Particulars	Envelope	Mandatory
1	Letter of EMD	Envelope-A	Yes
2	Scanned copy of EMD Online payment receipt or (in DD or FDR) in case of Physical submission	Envelope-A	Yes
3	Scanned Copy of Pre-Contract Integrity Pact duly signed by Bidder as per Annex- G of the RFP	Envelope-A	Yes
4	Affidavit (regarding/documents submitted are correct)	Envelope-B	Yes
5	GST registration certificate	Envelope-B	Yes
6	Tax Clearance Certificate	Envelope-B	Yes
7	E-Registration	Envelope-B	Yes
8	Income tax return last three years	Envelope-B	Yes

Annexure I – Checklist for Hard Copy Submission: Envelope (A and B)

SI	Particulars	Envelope	Mandatory
1	Proof of online payment of E-proc processing fee	Envelope-A	Yes
2	Proof of online payment of Cost of RFP document	Envelope-A	Yes
3	The original of the EMD Online Payment receipt or Physical instrument (in DD or FDR) of the required value and in approved format in a separate envelope duly marked as EMD, in case of physical submission.	Envelope-A	Yes
4	The scanned copy of the EMD (of DD or FDR) of the required value and in approved format in a separate envelope duly marked as EMD, in case of online submission.	Envelope-A	Yes
5	Pre-Contract Integrity Pact duly signed by Bidder as per Annex- G of the RFP	Envelope-A	Yes
6	Affidavit (regarding/documents submitted are correct)	Envelope-B	Yes
7	GST registration certificate	Envelope-B	Yes
8	Tax Clearance Certificate	Envelope-B	Yes
9	E-Registration	Envelope-B	Yes
10	Income tax return last three years	Envelope-B	Yes

Annexure O

Guidelines for bidders on using Integrated eProcurement System Govt. of Chhattisgarh. <https://eproc.cgstate.gov.in>

Note: These conditions will over-rule the conditions stated in the tender document(s), wherever relevant and applicable.

1. Vendor / Bidder Registration on the e-Procurement System:

All the Users / Bidders (Manufacturers / Contractors / Suppliers / Vendors / Distributors etc.) registered with and intending to participate in the Tenders of various Govt. Departments / Agencies / Corporations / Boards / Undertakings under Govt. of Chhattisgarh processed using the Integrated e-Procurement System are required to get registered on the centralized portal <https://eproc.cgstate.gov.in> and get approval on specific class (e.g. A, B, C, D, UGE, UDE) from Public Works Department (in case to participate in tenders restricted to vendors / bidders in a particular class).

The non – registered users / bidders who are also eligible to participate in the tenders floated using the e-Procurementsystem are also required to be registered online on the e-Procurement system.

Vendors are advised to complete their online enrolment / registration process on the portal well in advance to avoid last minute hassle, it is suggested to complete enrolment at least four days before the last date of bid submission date, failing which may result in non-submission of bids on time for which vendor/end user shall be solely responsible.

For more details, please get in touch with e-Procurement system integrator, M/s. Mjunction Services Limited, Raipur – 492 001 on Toll free 1800 258 2502 or email helpdesk.eproc@cgswan.gov.in.

2. Digital Certificates:

The bids submitted online must be signed digitally with a valid Class II / Class – III Digital Signature Certificate to establish the identity of the bidders submitting the bids online. The bidders may obtain pair of Encryption & Signing Class – II / Class – III Digital Certificate issued by an approved Certifying Authority (CA) authorized by the Controller of Certifying Authorities (CCA), Government of India.

Note: It may take upto 7 to 10 working days for issuance of Class-II/Class-III Digital Certificate, Therefore the bidders are advised to obtain it at the earliest. It is compulsory to possess a valid Class-II / Class-III Digital Certificate while registering online on the above mentioned e-Procurement portal. A Digital Certificate once mapped to an account / registration cannot be remapped with any other account / registration however it may be inactivated / deactivated.

Important Note: bid under preparation / creation for a particular tender may only be submitted using the same digital certificate that is used for encryption to encrypt the bid data during the bid preparation / creation / responding stage. However bidder may prepare /

create and submit a fresh bid using his/her another / reissued / renewed Digital Certificate only within the stipulated date and time as specified in the tender.

In case, during the process of a particular bid preparation /responding for a tender, the bidder loses his/her Digital Certificate because of any reason they may not be able to submit the same bid under preparation online, Hence the bidders are advised to keep their Digital Certificates secure to be used whenever required and comply with IT Act 2000 & its amendments and CVC guidelines.

The digital certificate issued to the authorized user of an individual / partnership firm / private limited company / public limited company / joint venture and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to the user.

Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the organization / firm for online tenders as per Information Technology Act 2000. This authorized user will be required to obtain a valid Class-II / Class-III Digital Certificate. The Digital Signature executed through the use of Digital Certificate of this authorized user will be binding on the organization / firm. It shall be the responsibility of management / partners of the concerned organization / firm to inform the Certifying Authority, if the authorized user changes, and apply for a fresh digital certificate for the new authorized user.

3. Online Payment: As the bid is to be submitted only online, bidders are required to make online payment(s) of the Registration fee / Transaction or Service fees / EMD using the online payments gateway services integrated into the e-Procurement system using various payment modes like Credit Card / Debit Card / Internet Banking / Cash Card / NEFT / RTGS etc.

For the list of available online modes of electronic payments that are presently accepted on the online payments gateway services, please refer the link '**Payments accepted online**' on the eProcurement portal <https://eproc.cgstate.gov.in>.

4. Setup of User's Computer System: In order to operate on the e-Procurement system for a bidder / user, the computer system / desktop / laptop of the bidder is required to have Java ver. 765 , Internet Explorer 9 / 11, latest Mozilla Firefox with IE Tab V2 (Enhanced IE Tab) or any other latest browser. A detailed step by step document on the same is available on the home page. Also internet connectivity should be minimum one MBPS.

5. Publishing of N.I.T.: For the tenders processed using the e-Procurement system, only a brief advertisement notice related to the tender shall be published in the newspapers and the detailed notice shall be published only on the e-Procurement system. Bidders can view the detailed notice, tender document and the activity time schedule for all the tenders processed using the e-Procurement system on the portal <https://eproc.cgstate.gov.in>.

6. Tender's Critical Dates & Time/Tender Time Schedule: The bidders are strictly advised to follow the tender time for their side for tasks/activities and responsibilities to participate in the tender, as all the activities/ tasks of each tender are locked before the start time & date and after the end time & date for the relevant activity of the tender as set by the concerned department official.

7. Download Tender Document(s): The tender documented supporting document(s) if any can be downloaded only online. The tender document(s) will be available for download to concerned bidders after online publishing of the tender and up to the stipulated date & time as set in the tender.

8. Submit Online Bids: bidders have to submit their bid online after successful filling of forms within the specified date and time as set in the tender.

The encrypted bid data of only those bidders who have submitted their bids within the stipulated date & time will be accepted by the e-Procurement system. It is expected that the bidder complete his bid and submit within timeline, a bidder who has not submitted his bid within the stipulated date & time will not be available during opening.

Bid documents uploading during bid preparation should be less than five MB (for individual document) and over all bid documents should be less than fifty MB.

9. Submission of Earnest Money Deposit: The bidders shall submit their Earnest Money Deposit either as usual in a physically sealed Earnest Money Deposit envelope and the same should reach the concerned office OR Online using payment gateway as stated in the Notice Inviting Tender. Bidders also have to upload scanned copy of Earnest Money Deposit instrument OR Online Payment /NEFT/RTGS receipt along with their reference details online.

10. Opening of Tenders: The concerned department official receiving the tenders or his duly authorized officer shall first open the online Earnest Money Deposit envelope of all the bidders and verify the same uploaded by the bidders. He / She shall check for the validity of Earnest Money Deposit as required. He / She shall also verify the scanned documents uploaded by the bidders, if any, as required. In case, the requirements are incomplete, the next i.e. technical and commercial envelopes of the concerned bidders received online shall not be opened.

The concerned official shall then open the other subsequent envelopes submitted online by the bidders in the presence of the bidders or their authorized representatives who choose to be present in the bid opening process or may view opened details online.

11. Briefcase: Bidders are privileged to have an online briefcase to keep their documents online and the same can be attached to multiple tenders while responding, this will facilitate bidders to upload their documents once in the briefcase and attach the same document to multiple bids submitting.

For any further queries / assistance, bidders may contact:

1. The Service Integrator of e-Procurement system, M/s. Mjunction Service Ltd. on Help Desk Toll free No. 1800 258 2502 or email helpdesk.eproc@cgswan.gov.in.
2. Mr. Shailesh Kumar Soni, Sr. Manager, Chhattisgarh Infotech & Biotech Promotion Society (CHIIPS) on Tel. No. 0771 - 4014158 or email: pro-chips@nic.in.

Pre Contract Integrity PACT(Annexure-G)

<< Fill the attached document and submit on Rs 100 Non Judicial stamp/e-stamp paper with seal and authorized signatory sign>>

1. GENERAL

- 1.1 This pre-bid contract Agreement (herein after called the Integrity Pact is made on day of the month20....., between, the Raipur Smart City Limited acting through Managing Director(Designation of the officer, Department) Raipur Smart City Limited (herein after called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) of the First Party, proposes to procure (.....) and M/s represented by Shri/ Ms (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the second Party, is willing to offer/has offered.
- 1.2 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 performing its function as Private Company.

2. OBJECTIVES

NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, 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 Contract to be entered into with a view to :-

- 2.1 Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service at a competitive price in conformity with the defined specification by avoiding the high cost and the distort nary of corruption on public procurement, and
- 2.2 Enabling BIDDERS to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. COMMITMENTS OF THE BUYER

- 3.1 The BUYER commits itself to the following:-The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take 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.

3.2 The BUYER will, during the pre-contract stage, treat 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 the other BIDDERS.

3.3 All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such officials(s) is reported by the BIDDER to the BUYER with the full and verifiable facts and the same *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.

4. COMMITMENTS OF BIDDERS

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 :-

- 4.1 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.
- 4.2 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 of forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 4.3 The BIDDER further confirms and declares to the BUYER that the BIDDER in the original Manufacture/Integrator/Authorized government sponsored export entity of the 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.
- 4.4 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment 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.
- 4.5 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.

- 4.6 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 4.7 The BIDDER shall not use improperly, for purpose 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 proposal 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.
- 4.8 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.9 The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

- 5.1 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 tender process.
- 5.2 If the BIDDER 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.

6. EARNEST MONEY (SECURITY DEPOSIT)

- 6.1 Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
 - (i) To be paid online or in the form of Demand Draft/FDR/Bank Guarantee (in favor of, Managing Director, Raipur Smart City Limited) of any nationalized / scheduled banks except Cooperative Banks.
 - (ii) A confirmed guarantee by an Indiannationalised/schedule bank promising payment of the guaranteed sum to the (BUYER) on demand as per RFP 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)
- 6.2 The Earnest Money/Security Deposit shall be valid upto a period as per RFP.
- 6.3 In the case of 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.
- 6.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

- 7.1 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) To forfeit fully or partially the Earnest Money Deposit (in pre- contract stage) and/or Performance bank Guarantee (after the contract is signed), 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 the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the Performance bank, 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 and 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 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 Chhattisgarh 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 middlemen or agent or broken with a view to securing the contract.
 - (ix) In case 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) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclose by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

- (xi) 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, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- 7.2 The decision of the BUYER to the effect that a branch 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 Monitor(s) appointed for the purposes of this pact.

8. FALL CLAUSE

- 8.1 The BIDDER undertakes that if 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 Department of the Government of Chhattisgarh or PSU and if it is found at any stage that similar product/systems or sub system was supplied by the BIDDER to any other Department of the Government of Chhattisgarh 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.

9. INDEPENDENT MONITORS

- 9.1 The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.
- 9.2 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.
- 9.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 9.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 9.5 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.

- 9.6 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.

10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provision 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 of the relevant documents and shall extend all possible help for the purpose of such examination.

11. LAW AND PLACE OF JURISDICTION

The Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the BUYER.

12. 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 any other law in force relating to any civil or criminal proceedings.

13. VALIDITY

- 13.1 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 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.
- 13.2 If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at
on

BUYER

BIDDER

Name of the Officer

Designation

Organisation

Witness

1)

2)

Witness

1)

2)