

**THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED**

NIT/DGM (P-V)/BEARING/MANIPUR/R2

DATED: 1<sup>st</sup> June, 2016

(A Government of India Enterprise)  
 27, RAJENDRA NATH MUKHERJEE ROAD  
 KOLKATA - 700 001 (WEST BENGAL)  
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1.	TENDER NOTICE NO. & Date	<b>NIT/DGM(P-V)/BEARING/MANIPUR/R2 Dt. 01.06.2016</b>
2.	NAME OF THE WORK	DESIGN, PREPARATION OF DRAWING, APPROVAL FROM RAILWAY OR THEIR AUTHORISED REPRESENTATIVE, SUPPLYING, MANUFACTURING, PAINTING AND TRANSPORTING OF SPHERICAL BEARINGS INCLUDING ANCHOR PLATES & BOLTS AS PER APPROVED DRAWINGS. TRANSPORTATION TO THE DESTINATION (MENTIONED IN BOQ-1) TO BE INSTRUCTED BEFORE DESPATCH.
03.	QUANTITY	AS PER BOQ(BOQ-1)
04.	COMPLETION PERIOD	06 (SIX) MONTHS
05.	ESTIMATED VALUE OF WORK	APPROX. <b>RS. 6,57,00,000.00</b>
06.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	<b>Rs. 1,000/-</b> (RUPEES ONE THOUSAND ONLY) BY CASH / PAY ORDER / DEMAND DRAFT IN FAVOUR OF " <b>THE BRAITHWAITE BURN &amp; JESSOP CONSTRUCTION COMPANY LIMITED</b> " PAYABLE AT KOLKATA. SSI UNITS WITH NSIC REGISTRATION ARE EXEMPTED FROM SUBMITTING TENDER FEE.
07.	EARNEST MONEY DEPOSIT	<b>Rs. 2,50,000/-</b> (RUPEES TWO LAKH FIFTY THOUSAND ONLY) BY PAY ORDER/ DEMAND DRAFT IN FAVOUR OF " <b>THE BRAITHWAITE BURN &amp; JESSOP CONSTRUCTION COMPANY LIMITED</b> " PAYABLE AT KOLKATA. SSI UNITS WITH NSIC REGISTRATION ARE EXEMPTED FROM SUBMITTING EMD. EXISTING CONTRACTORS WORKING WITH BBJ MAY ADJUST THE EMD FROM THEIR PENDING BILLS.
08.	ISSUE OF TENDER DOCUMENT	BETWEEN <b>3<sup>rd</sup> JUNE, 2016</b> AND <b>15<sup>th</sup> JUNE, 2016</b> DURING OFFICE HOURS AT BBJ OFFICE. THE TENDER DOCUMENT MAY ALSO BE DOWNLOADED FROM website: <a href="http://www.bbjconst.com">www.bbjconst.com</a> or <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> (CPP PORTAL). "CORRIGENDUM", IF ANY. WOULD APPEAR ONLY ON THE BBJ WEBSITE AND NOT TO BE PUBLISHED IN ANY NEWS PAPER.
09.	LAST DATE & TIME OF RECEIPT OF TENDER	RECEIPT UP TO <b>15:00 HRS</b> ON <b>16<sup>th</sup> JUNE, 2016</b> AT BBJ OFFICE.
10.	OPENING OF TENDER (TECHNO COMMERCIAL PART)	ON <b>16<sup>th</sup> JUNE, 2016</b> AT BBJ OFFICE AT <b>15:30 HRS.</b>

**TENDERER**

**BBJ**

**INSTRUCTION TO THE BIDDERS**

1.	<b><u>SUBMISSION OF BID:</u></b> - Tenders to be submitted in <b>two parts:</b> -
a)	<b><u>TECHNO-COMMERCIAL PART:</u></b> - The techno-Commercial will consists of the following:
i)	<b><u>TENDER DOCUMENT EXCLUDING BOQ-1</u></b> The tender documents issued to the tenderers duly signed and sealed in each page EXCLUDING BILL OF QUANTITIES (BOQ-1).
ii)	<b><u>TECHNO COMMERCIAL PART:</u></b> The Techno Commercial Part should contain the following documents, which to be submitted with the offer: (a) Manufacturer(S) is/are entitled to submit their offer. (b) Copy of VAT Registration Certificate. (c) Copy of PAN No. (iv) Copy of relevant documents/experience certificate showing past experience in respect of supply of Bearings as per Eligibility Criteria to other Govt. Organisations/PSUs or Reputed Companies.
b)	<b><u>PRICE-PART:</u></b> - The price bid will be opened based on techno commercially acceptable bidders. Properly filled up bill of quantities duly sealed and signed to be put in a sealed envelope super scribing "TENDER NOTICE NO." and "PRICE PART". Make and Model No of the machine to be mentioned in the price bid. The above 'TECHNO-COMMERCIAL PART' and 'PRICE-PART' to be put in a sealed envelope super scribing " <u>TENDER NOTICE NO.</u> " to be submitted to BBJ.
2.	<b>Conditional tenders and/or Deviations shall be straightway rejected and no additional clause will be entertained.</b>
3.	BBJ administration reserves the right to accept/reject any or all of the tenders and split the scope of supply to more than one agency/agencies without assigning any reason whatsoever. No claim will be entertained on account of this.
4.	The tender is to be submitted in a sealed cover and super scribed with Tender Reference, Due Date marked for Dy. General Manager(P-V), THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED, 27, R.N. Mukherjee Road, Kolkata-700 001 (W.B.).
5.	<b>VALIDITY OF TENDER:</b> – <b>90 (NINETY) days</b> from the date of opening of tender or for a further period if mutually accepted.

**SPECIAL CONDITION OF CONTRACT**

**1. ELIGIBILITY CRITERIA:**

**i) Technical Qualifications Criteria:**

- A) The bidder should be RDSO approved vendor and must appear in the current list of approved vendors of RDSO for supply of POT-PTFE, Elastomeric and Steel Roller-Rocker Bearings.
- B) The bidder should possess experience of having successfully completed/ ongoing design, manufacture and supply of bearings with Uplift arresting arrangement in bearing for Bridges in last 5 (five) years.
- C) The bidder should possess experience of having successfully completed/ ongoing design, manufacture and supply of bearings for Bridges in last 5 (five) years.
- D) The bidder should possess experience of having successfully completed/ ongoing design, manufacture and supply of bearings for Railway spans having length more than 60M for at least 01 Bridge Projects in last 5 (five) years.

**ii) Financial Qualifications Criteria:**

- A) Average Annual Financial turnover during the last 3 (three) years, ending 31<sup>st</sup> March of the previous financial year, should be at least 30% of the estimated cost.
- B) Experience of having successfully completed/ongoing similar works during last 5 (five) years ending last day of month previous to the one in which applications are invited should be either of the following:
  - a) Three similar completed works each costing not less than the amount equal to 40% (forty percent) of the estimated cost.  
Or
  - b) Two similar completed works each costing not less than the amount equal to 50% (fifty percent) of the estimated cost.  
Or
  - c) One similar completed work costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

**Note: "Similar work" means design, manufacture and supply of bearings for Bridges.**

- 2. **Manufacturer's Test Certificate and Guarantee & Warranty Certificate** must be enclosed along with each consignment. Manufacturer to prepare drawing and get approved by the Engineer prior to manufacture the items.
- 3. **Delivery Schedule:** Delivery to be made to the destination as per instruction of BBJ. The destination will be one of the following:
  - (i) **Bridge site at Imphal (Br. No. 164 and 130 – in between Khongsang to Noney Station, approx. distance – 100 kms from Imphal) or**
  - (ii) **Munger Bridge Site, Bihar-811201 or**
  - (iii) **Heavy Plant Yard, P-82 Taratala Road, Garden Reach, Kolkata**

within **06 (Six) months** from the date of LOI/Order.

**SPECIAL CONDITION OF CONTRACT**

**4. LOAD DATA:**

Details of bearing load data is enclosed at Annexure-C for procurement of bearings.

**5. EXTENSION OF DELIVERY PERIOD:**

If there is delay for reasons not attributable to the Bearing Manufacturer, BBJ, upon receipt of written request from the Bearing Manufacturer may extend the Milestone / Completion time as suitable and fit reasonable to BBJ. No extra claim (including escalation) of Bearing Manufacturer will be entertained in such cases of time extension being granted.

**6. RATE:**

The vendors must submit their offer strictly as per **Bill of Quantities [BOQ-1]** of this tender document. The bidder must quote the **Basic price, Excise Duty, VAT/CST, any other taxes & duties, as applicable and delivery charges at FOR mentioned in BOQ-1. The bidder must quote all three options mentioned on BOQ-1 i.e. Option-A [Delivery at Imphal(Manipur)], Option-B [Delivery at Munger(Bihar)] and Option-C [Delivery at HPY-Kolkata(WB)].** The price must be firm during the tenure of this supply / contract & no escalation on any account will be allowed. Entry Tax will be borne by BBJ.

**Notes:**

The award of the order or rejection of the Tenderer's offer and/or cancellation of the tender will be made at the absolute discretion of BBJ. BBJ reserves the right to cancel or accept or reject any or all tender(s), whether lowest or otherwise, without assigning any reason(s), whatsoever thereof. A tenderer whose Tender is not accepted shall not be entitled to claim any cost, charges or expenses incidental to or incurred by him through or in connection with the preparation and submission of the Tender/Offer to BBJ. BBJ also reserves the absolute right to split up and award the requirement between two or more Tenderers.

**7. PAYMENT TERMS:**

The payment shall be made from our office in the following manner:

**a) 90% (Ninety percent)** payment shall be made within 30 days after receipt of bearings in good condition at FOR destination mentioned in BOQ-1 against submission of the following documents:

- i. Invoice /Bill
- ii. Transporter's C/N
- iii. Proof of delivery i.e. Delivery Challan duly signed by our Project Site for receipt of material.
- iv. Test certificates.
- v. Guarantee Certificate.
- vi. Inspection Clearance certificate.
- vii. Packing List.
- viii. Copy of Security cum Performance Guarantee.

**b) Balance 10% (Ten percent)** payment shall be made against submission of final bill after installation and proper placement of Bearings at Bridge.

**SPECIAL CONDITION OF CONTRACT**

c) In case, the payment is made by Demand Draft, draft charges shall be deducted from the bill.

**8. SECURITY DEPOSIT/ PERFORMANCE GUARANTEE:**

As security for proper and faithful fulfillment of the obligation under the order, you shall furnish to us Security Deposit equal to 10% (Ten percent) of the total Contract Value of the Order by Bank Draft or in the form of a Bank Guarantee of equivalent amount from a Nationalized Bank (as per format to be provided by BBJ within 15 days from the date of issuance of order favoring "The Braithwaite Burn & Jessop Construction Company Limited". The performance Guarantee should be kept valid till end of Defect Liability Period" mentioned in clause no. 9 below.)

**9. DEFECT LIABILITY PERIOD:**

Any part of the bearing or any item failing or providing unsatisfactory in service due to defective design, material or workmanship within 12 (twelve) months from the date of supply shall be replaced by the supplier at his own expenses. Should any design modifications be made in any part of the bearing offered, the period of 12 months would commence from the date, the modified part is commissioned in service. The cost of such modification shall be borne by the supplier.

**10. LIQUIDATED DAMAGE:**

If the Supplier fails to submit inspection offer within stipulated period, 0.5% of order value will be deducted from bill for per week delay subject to a maximum of 5% of the total order value.

**11. ARBITRATION:**

In the event of any questions arising out of the Contract or ancillary/ incidental as to the terms and conditions of it or relate to any matter for execution and/or performance of the contract, the same shall in-so-facto be referred to the appropriate Authority and the interpretation made by the said authority shall be final and binding upon the parties. Notwithstanding the above, should there be any, disputes or differences by and between the parties arising out of any thing under the contract, the same shall within 30 days of its occurrence first be referred to the said authority for conciliation and/or determination by the said authority. If the findings of the said authority should be acceptable by parties to the contract as communicated in writing with in the next following 30 days of making reference to it. Nevertheless, the parties at their sole option shall within the next following 30 days choose to refer or cause the matter to be referred to the Arbitrator of Person in writing, whereupon the appropriate Authority shall with in two weeks hence take steps for appointment of Arbitrator of Person from amongst the officers whether or not connected in the matter and the same shall be communicated in writing to the parties making reference within the next following two weeks and the same shall be final and binding upon the parties.

**SPECIAL CONDITION OF CONTRACT**

The Arbitrator shall enter into the reference by appropriate notice of communication to be served or cause the said notice to be served upon the parties summoning the respective parties to attend the proceedings at the date time and venue. The proceedings of Arbitration shall be at per with the Arbitration and Conciliation Act 1996 as amended up to date. Jurisdiction of the matter shall be with in the appropriate Courts of Kolkata. Acceptance of Order/ LOI of the concerned agency shall be deemed to be the Free Consent given by party under the law towards execution of these covenants of contract under the Contract of Arbitration.

**12. TERMINATION OF CONTRACT:**

If the supplier/party failure to complete the total work/supply/service as per requirement and within the stipulated completion period, BBJ reserves the right to cancel the order, either in part or full as the situation demands and get the work done by deploying other agency/agencies by issuing first seven days and then 48 hours notice. Additional cost if incurred shall be recovered from the supplier's bill.

**13. INSPECTION/TESTING/TEST CERTIFICATES:**

- a) The acceptance of material is subject to Inspection / Testing by N.F. Railway/RITES/BBJ or their authorized representative.
- b) All expenses involved for Inspection/Testing shall be borne by the Bearing manufacturer.
- c) The Bearing manufacturer have to provide assistance, instruments, machine, labour and any material which are required for examining, measuring and testing of any materials and workmanship as may be selected and required by N.F. Railway/BBJ or their Authorized Representative without any extra cost to BBJ.
- d) **INSPECTION CALL LETTER** should be sent by the Bearing Manufacturer minimum **7 (Seven) days in advance** at BBJ Office at 27, R. N. Mukherjee Road, Kolkata-700 001.
- e) All Test Certificates for raw materials (both physical and chemical) and finished materials are to be provided and submitted by the Bearing Manufacturer at the time of Inspection and along with supply without any extra cost to BBJ.

**14.** "ENGINEER" shall mean the Engineering Officer appointed by N. F. Railway/BBJ who shall supervise and be In-Charge of the works for purposes of this contract.

**PRE CONTRACT INTEGRITY PACT**

**PCIP-1**

**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 20....., between on one hand, THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED, 27, Rajendra Nath Mukherjee Road, Kolkata – 700 001 (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, its successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Sri \_\_\_\_\_ (Designation) (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/contract for NIT/DGM(P-V)/BEARING/MANIPUR/R1 and the BIDDER/Seller is willing to offer/has offered the same 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 PSU performing its function 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/contract at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling 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 hereby 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.

**TENDERER**

**BBJ**

**PCIP-2**

- 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 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.

**Commitments of the 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, organisation 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 for bearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government/the Company for showing or for bearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government/the Company.
  - 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 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 negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 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 persons acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- The terms '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**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

**5. Earnest Money (Security Deposit)**

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand only) (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 "The Braithwaite Burn and Jessop Construction Co. Ltd." payable at Kolkata.
  - (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)
- 5.2 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 earlier.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions of Violation shall be applicable for forfeiture of Performance Bond in
- 5.4 case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.5 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**

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required :-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with 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 utilised to recover the aforesaid sum and interest.
  - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
  - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the buyer shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - (vii) To debar the BIDDER from participating in future bidding processed of the Government of India/the Company for a minimum period of five years which may be further extended at the discretion of the BUYER.
  - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
  - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (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.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. **Fall Clause**

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

8. **Independent Monitors**

8.1 The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

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.

8.7 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.

8.8 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.

8.9 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 Account 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 date of its signing and extend upto 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 reminder 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 \_\_\_\_\_ on \_\_\_\_\_

BUYER

BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

PSU

Witness

Witness

1. \_\_\_\_\_

1.

2. \_\_\_\_\_

2.

\* Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

**CHECK LIST**

**ANNEXURE-A**

**PAGE-1**

SL. NO.	DESCRIPTION	REMARKS	DOCUMENTS ATTACHED BY THE BIDDER
1.	<b>TECHNO-COMMERCIAL BID</b>		
a)	The Tender shall be signed by the person legally authorized to enter into commitment on behalf of the Tenderer.	A Letter in this effect to be submitted by the bidder.	
b)	Cost of Tender Document	Original D.D./ Pay order or Photo-copy of BBJ's Money receipt to be attached.	
c)	The Original / Downloaded Tender document issued to the bidders (Excluding BILL OF QUANTITY-BOQ) duly signed and sealed in each page.	All the documents to be signed and sealed with company' seal.	
d)	Documents in support of ELIGIBILITY CRITERIA as mentioned in Clause No.3 above.	All the documents to be signed and sealed with company' seal.	
e)	Copy of PAN number and VAT registration number should be furnished along with the Techno-commercial bid.	All the documents to be signed and sealed with company' seal.	
f)	Company's audited Balance Sheet for last 3 (three) years.	Last three years audited balance sheet to be attached.	
h)	Earnest Money Deposit (EMD) of Rs.2,50,000/- (Rupees TWO LAKH FIFTY THOUSAND only), in the form of pay order/demand draft drawn in favor of "The Braithwaite Burn and Jessop Construction Co. Ltd." and payable at Kolkata.	Original E.M.D. to be attached.	
2.	<b>PRICE BID</b>		
a)	Properly filled up BILL OF QUANTITY (BOQ-1) issued to the bidders in the tender document duly sealed and signed	Original BOQ-1 duly signed and sealed	