

## ई-निविदा/E-Tender Notice

निविदा सं./Tender No. CMTI/PUR/0401/2023-24/BS/MMG

दिनांक/Date: 02.08.2023

Tender for “Supply, Installation, Testing & Commissioning of Wavelength Dispersive X-ray Fluorescence Analyzer (WDXRF)”

(ई-निविदा / E-Tendering mode)

केन्द्रीय विनिर्माणकारी प्रौद्योगिकी संस्थान “Supply, Installation, Testing & Commissioning of Wavelength Dispersive X-ray Fluorescence Analyzer(WDXRF) “ ( डब्ल्यू कवर प्रणाली) के लिए इलेक्ट्रॉनिक निविदाएं आमंत्रित करती है। निविदा दिनांक 28.08.2023 तक या उससे पहले प्रस्तुत करें।

Central Manufacturing Technology Institute, Bangalore invites electronic tender for “Supply, Installation, Testing & Commissioning of Wavelength Dispersive X-ray Fluorescence Analyzer (WDXRF)” (Dual Cover System). The tender should be submitted on or before 28.08.2023.

ई-निविदा अधिसूचना और रिक्त निविदा दस्तावेज का विवरण [www.tenderwizard.com/CMTI](http://www.tenderwizard.com/CMTI) से डाउनलोड किया सकता है।

The details of e-tender notification and Blank Tender document can be downloaded at [www.tenderwizard.com/CMTI](http://www.tenderwizard.com/CMTI).

ई-टेंडर की भागीदारी के बारे में अधिक जानकारी के लिए, कृपया KEONICS सहायता डेस्क दूरभाष नं. 080-49352000/8880048887/9686196760 पर संपर्क करें। ई-मेल : [Prabhuswamy@etenderwizard.com](mailto:Prabhuswamy@etenderwizard.com)

For further details on e-Tender participation, please contact KEONICS Help desk on Ph:080-49352000/8880048887/09686196760.

E-mail:[Prabhuswamy@etenderwizard.com](mailto:Prabhuswamy@etenderwizard.com)

कृते केन्द्रीय विनिर्माणकारी प्रौद्योगिकी संस्थान  
For Central Manufacturing Technology Institute  
ह/-/Sd/-  
गु.प्र. (क्रय और भंडार) /GH(Purchase&Stores)

**निविदा कार्यक्रम/TENDER EVENTS:**

1	निविदा निमंत्रण की तिथि/Tender inviting date	02-08-2023
2	निविदा सं./संदर्भ सं./एनआईटी सं. Tender No./Ref No./NIT No.	<u>CMTI/PUR/0401/2023-24/BS/MMG</u>
3	ई-निविदा प्रक्रमण शुल्क का देय KEONICS को क्रेडिट/डेबिट/नेट-बैंकिंग के माध्यम से ई-भुगतान किया जाए E-Tender processing fee payable to KEONICS through e-Payment mode using Credit/Debit/Net-banking mode	मैसर्स कियोनिक्स द्वारा एकत्रित किया जाएगा। Will be collected by M/s. Keonics
4	बोली-पूर्व सम्मेलन निर्धारित Pre-Bid Conference scheduled on	<b>17.08.2023 @11 am</b> (as per tender documents)
5	ऑनलाइन बंद बोली, प्रशिक्षण और ऑनलाइन वित्तीय बोली का प्रारूप डाउनलोड करने के लिए ई-निविदा प्रसंस्करण शुल्क का प्रेषण Remittance of e-Tender processing fee for Online Closed Bidding, Training and downloading Online financial Bid formats	<b>02.08.2023, 17:00बजे/Hrs से/to</b> <b>28.08.2023, 14:00बजे/Hrs</b>
6	निविदा समाप्ति की तिथि एवं समय Tender Closing Date and Time	Will be Intimated after the Pre-bid Conference.
7	तकनीकी निविदाएं खोलने का तिथि एवं समय Technical Bids Opening Date and Time	Will be Intimated after the Pre-bid Conference.
8	वित्तीय निविदाएं खोलने का दिनांक एवं समय Financial Bids Opening Date and Time	सफल तकनीकी बोलीदाताओं को बाद में सूचित किया जाएगा। Will be intimated later to the Successful technical bidder.

**निबंधन एवं शर्तें/Terms and Conditions:**

1. आपकी कोटेशन ऑनलाइन के माध्यम से नियत तारीख को या उससे पहले हम तक पहुंच जानी चाहिए।  
/ Your quotation should reach us on or before due date through online.
2. यदि कोई जीएसटी कर हो तो उसे अलग से विनिर्दिष्ट किया जाना चाहिए। कृपया अपना जीएसटी नंबर ई-कोटेशन में दर्शाएं।/GST TAXES, IF ANY SHOULD BE SPECIFIED SEPERATELY. KINDLY INDICATE YOUR GST NO. IN THE QUOTATION.
3. आपूर्ति करने के लिए सबसे कम समय का संकेत किया जाना चाहिए।/Shortest time required for effecting the supplies should be indicated.
4. चूंकि यह संस्थान एक अनुसंधान संगठन है, इसलिए लागू छूट की अनुमति दी जा सकती है। / As this Institute is a Research Organization, applicable discount may be allowed.
5. सेवाओं के बाद हमारे भुगतान की शर्तें 30 दिनों की हैं।/Our payment terms are 30 days credit after Services.
6. निदेशक, सीएमटीआई, बिना कारण बताए किसी भी या सभी प्रस्तावों को अस्वीकार करने का अधिकार सुरक्षित रखते हैं।/DIRECTOR, CMTI, reserves the right to reject any or all the offers without assigning any reason.

7. क्या आप एससी / एसटी का लाभ उठाने के इच्छुक हैं।  
Are you interested to avail the benefits for SC/ST.  
हां/Yes  नहीं/No
8. क्या आप एमएसएमई के साथ पंजीकृत हैं।/Are you registered with MSME Yes  No
9. अतिरिक्त विवरण के लिए कृपया ई-मेल [purchase@cmti.res.in](mailto:purchase@cmti.res.in) पर या 080-22188316 पर संपर्क करें / For further details please contact or e-mail: [purchase@cmti.res.in](mailto:purchase@cmti.res.in), 080-22188316
10. यदि आप क्रमांक संख्या 7 और 8 भर रहे हैं। तब कृपया उपयुक्त शीर्षक के साथ आवश्यक दस्तावेज अपलोड करें।/If you are filling for Sl. No. 7 and 8, then kindly upload the necessary document with the suitable Title.

### नोट/ Note:-

- कृपया इंटीग्रिटी पैक्ट का मसौदा भरें और जमा करें। (पृष्ठ संख्या 4-9)। / Please fill & submit the draft **INTEGRITY PACT**. ( Page No.4-9).
- बोली/निविदा की वैधता 90 दिनों तक है (इसे हमारी आवश्यकता के आधार पर बढ़ाया जा सकता है) /Bid/Tender Validity up to 90 days (it can be extended based on our requirement)
- यह निविदा वरीयता भारत सरकार द्वारा जारी सार्वजनिक खरीद के लिए आदेश संख्या पी-45021/2/2017-बी.ई. -II दिनांक 15 जून 2017 के आधार पर मेक इन इंडिया को बढ़ावा देने के लिए दी जाएगी।/This tender preference will be given to promote make in India based on the Order No. P-45021/2/2017-B.E. -II dt.15<sup>th</sup> June 2017 for public procurement issued by Government of India. Kindly Provide the Declaration of Local Content.
- निम्नलिखित दस्तावेजों को बोली दस्तावेज फोल्डर में अपलोड करें।/Upload the following documents in bid documents folder.
  - अधिकृत प्रमाण पत्र/Authorized Certificate
  - पिछले 3 वर्षों का आईटीआर/ITR of Last 3 Years.
  - तकनीकी विशिष्टता शिकायत शीट/Technical Specification Complain Sheet.
  - जीएसटी प्रमाणपत्र/GST Certificate
  - प्रासंगिक मॉडल संख्या के साथ उद्धृत मद के लिए विस्तृत तकनीकी विशिष्टता शीट में हाइलाइट किया जाना है।/Detailed Technical Specification Sheet for Item Quoted for with relevant Model no. to be Highlighted.

### विक्रेताओं के लिए ई-निविदा दिशा-निर्देश / E-Tendering Guidelines to Vendors

- निविदा में भाग लेने के लिए विक्रेताओं के पास 2/3 क्लास का डिजिटल हस्ताक्षर प्रमाणपत्र अवश्य होना चाहिए।/Vendors must have Class 2/3 Digital Signature Certificate to participate in the tender(डीएससी प्राप्त करने के लिए कृपया KEONICS के सहायता डेस्क से संपर्क करें।/To obtain DSC, please contact KEONICS help desk)  
फोन/Phone:08040482100  
ई-मेलआईडी/Emailid:[dsc@antaressystems.com](mailto:dsc@antaressystems.com)

नोट: यदि जिन विक्रेताओं के पास पहले से डिजिटल हस्ताक्षर प्रमाणपत्र है, उन्हें फिर से डिजिटल हस्ताक्षर क्रय करने की आवश्यकता नहीं है।

Note: If Vendors already having Digital Signature Certificate then no need to buy the digital signature again.

- बोलीदाताओं को अपना पंजीकरण [www.tenderwizard.com/CMTI](http://www.tenderwizard.com/CMTI) वेबसाइट पर कराना होगा। यूजर आईडी और पासवर्ड को सक्रिय करने के लिए कृपया पंजीकरण शुल्क रु. 2000/- प्लस कर का

भुगतान वेबसाइट पर क्रेडिट कार्ड/डेबिट कार्ड/नेट बैंकिंग के माध्यम से करें। Bidders should be register themselves in the website [www.tenderwizard.com/CMTI](http://www.tenderwizard.com/CMTI). To activate the user ID and password, kindly pay the Registration fee of Rs.2000 plus tax by paying online payment through credit card/Debit card /Net banking in the website.

- निविदा पोर्टल माध्यम से प्रस्तुत की जानी चाहिए और सफल-वित्तीय बोली ई-प्रस्तुत करने के प्रमाण के रूप में निविदा पावती टोकन प्राप्त करें।  
Tenders Financial bid should be submitted only through e-Tender portal and obtain the Tender Acknowledgement Token as proof of successful submission.
- निविदा नियत तारीख और समय के बाद स्वीकार नहीं की जाएगी। यदि निविदा सूचना या उसके अनुवर्ती में कोई परिवर्तन होता है तो अवगत कराया जाएगा।  
Tender will not be accepted after the date and time fixed for receipt of tenders asset in Tender notice or subsequent extensions if any.
- प्रमाण के लिए सुसंगत दस्तावेजों को जहां भी आवश्यक हो अपलोड करें।  
Relevant documents in proof have to be uploaded wherever required.

### सहायताडेस्क /Help Desk

हमारे ग्राहक सेवा प्रतिनिधि से संपर्क करने के लिए, कृपया होम पेज पर दिए गए सहायता डेस्क नंबरों पर या निम्नलिखित नंबर पर कॉल करें : बेंगलूरु - 080-40482100

To get in touch with one of our customer service representatives, please refer the help desk numbers provided on the homepage or call the following number: Bangalore : 08040482100

- प्रभुस्वामी/Prabhuswamy:09686196760/[Prabhuswamy@etenderwizard.com](mailto:Prabhuswamy@etenderwizard.com)
- मोहन /Dilip:08880048887/[dilip.r@antaressystems.com](mailto:dilip.r@antaressystems.com)

### पत्र व्यवहार पता:/Communication Address

KEONICS सहायता डेस्क  
KEONICS Help Desk  
नं. 24, 3<sup>rd</sup> स्टेज, 4<sup>th</sup> ब्लॉक,  
No. 24, 3<sup>rd</sup> stage, 4<sup>th</sup> Block,  
बसवेश्वरानगर,/Basaveshwaranagar,  
बेंगलूरु/Bangaluru -560079  
फैक्स / Fax:08040482114

**Annexure-I**  
**INTEGRITY PACT - Draft**

**Tender Ref. No.& Date:**.....

1. This Integrity pact Agreement is made at..... on this.....day of.....  
.....20..... BETWEEN **Central Manufacturing Technology Institute(CMTI)** represented by its **Purchase Officer/ Executive Engineering Services/ Chief Administrative Officer**, Herein after referred as the **Buyer/ Owner**, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns) AND **M/s .....** hereinafter referred to as the (Details of duly authorized signatory) **“Bidder/Contractor”** and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**2. Preamble**

WHEREAS the Owner/ Buyer has floated the Tender under organizational procedures (hereinafter referred to as “Tender/Bid”) and intends to procure/ award contract for..... hereinafter referred to as the Goods/ Services/ works/ Contract. AND WHEREAS the Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s). AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties. NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

**3. Commitment of the Buyer/ Owner**

3.1 The Buyer/ Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a. No employee of the Buyer/ Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Buyer/ Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Buyer/ Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
- c. The Buyer/ Owner shall endeavour to exclude from the Tender process all known prejudiced persons or any person, whose conduct in the past has been of biased nature.

3.2 If the Buyer/ Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or if there be a substantive suspicion in this regard, the Buyer/ Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

**4. Commitment of the Bidder(s)/ seller(s)/ Contractor(s)**

4.1 It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to CMTI all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

4.2 The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution.

- a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Buyer/ Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
- b. The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act Indian Legislation, Prevention of Corruption Act 1988 as amended from time to time. Further the Bidder(s)/ Contractor(s) will not use improperly, for the purpose of competition or personal gain, or pass on to others, any information or documents provided by the Buyer/ Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign principals/ agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- f. The Bidder(s)/Contractor(s) have not sold and will not sell the same material/equipment at prices lower than the bid price.

4.3 The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4.4 The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice (means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of CMTI's interests).

4.5 The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

4.6 The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.

- a. The Buyer/ Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- b. The Buyer/ Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Buyer/ Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process

## 5. Previous Transgression

- a. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- b. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Buyer/ Owner.

- c. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Buyer/ Owner may, at its own discretion, revoke the exclusion prematurely.

## **6. Consequences of Breach**

Without prejudice to any rights that may be available to the Buyer/ Owner under law or the Contract or its established policies and laid down procedures, the Buyer/ Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Buyer/ Owner's absolute right:

- a. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Clause 4 & Clause 5 above, or in any other form such as to put his reliability or credibility in question, the Buyer/ Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Buyer/ Owner. Such exclusion may be forever or for a limited period as decided by the Buyer/ Owner.
- b. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Buyer/ Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- c. Criminal Liability: If the Buyer/ Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Buyer/ Owner has substantive suspicion in this regard, the Buyer/ Owner will inform the same to law enforcing agencies for further investigation.

## **7. Compensation for Damages**

- a. If the Buyer/ Owner has disqualified the Bidder(s) / Seller(s) from the tender process prior to the award according to Clause 8, the Buyer/ Owner is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.
- b. If the Buyer/ Owner has terminated the contract according to Clause 6, or if the Buyer/ Owner is entitled to terminate the contract according to Clause 6, the Buyer/ Owner shall be entitled to encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the Bidder(s)/Seller(s), in order to recover the payments, already made by the Buyer/ Owner for undelivered Goods and / or Services and / or Works.
- c. The Bidder(s)/Seller(s) shall also be liable to refund to the Buyer/ Owner, the Agency Commission / payments made by the Seller(s) / Bidder(s) along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors).

## **8. Independent External Monitor(s)**

- a. The Buyer/ Owner has appointed Independent External Monitor(s) for this Integrity Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- b. For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- c. The IEM is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The IEM would be provided access to all documents/ records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/ records/ information having

national Security Implications and those documents which have been classified as Secret/ Top Secret are not to be disclosed. He/ she reports to the Director, CMTI.

- d. If any complaint with regard to violation of the IP is received by the Buyer/ Owner in a procurement case, the Buyer/ Owner shall refer the complaint to the Independent External Monitor(s) for their report. Contact details of IEMs are given in the bid/ tender documents as well as in the website of CMTI <https://cmti.res.in>
- e. The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction to all Project documentation of the Buyer/ Owner including that provided by the Contractor. The Contractor will also grant the IEM, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- f. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The IEM has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Director, CMTI and recuse himself / herself from that case.
- g. The Buyer/ Owner will provide to the IEM 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 Buyer/ Owner and the Contractor. The parties offer to the IEM the option to participate in such meetings.
- h. As soon as the IEM notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Buyer/ Owner and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- i. The IEM will submit a written report to the Director, CMTI, within 4 weeks from the date of reference or intimation to him by the Buyer/ Owner and, should the occasion arise, submit proposals for correcting problematic situations
- j. If the IEM has reported to the Director, CMTI, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Director, CMTI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEM may also transmit this information directly to the Central Vigilance Commissioner.
- k. The word 'Monitor' would include both singular and plural.

## 9. Duration of the Pact

- a. This Pact will be effective from the date of issue of tender (NIT). It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other unsuccessful bidders, within 6 months from date of placement of order / finalization of contract against this tender till the Contract has been awarded.
- b. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Director, CMTI.
- c. Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

## 10. Other Provisions

- a. Changes and supplements need to be made in writing. Side agreements have not been made.
- b. After award of work, the IEMs shall look into any issues relating to execution of contract, if specifically raised before them.
- c. The Bidder(s)/Seller(s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers the report.
- d. In the event of any dispute between the management and the Bidder(s)/Seller(s), relating to those contracts where Integrity Pact is applicable, the same will be settled through mediation before the panel of IEMs within 4 weeks. In case the dispute remains unsolved even



after mediation by the panel of IEMs, CMTI will take further action as per the terms and conditions of the contract in respect of dispute resolution/ arbitration.

- e. Nothing contained in this Integrity Pact shall be deemed to assure the Bidder(s)/ Seller(s) of any success or otherwise in the tendering process.
- f. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- g. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- h. This Integrity pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Bangalore, India.
- i. The Parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_ (Bidder(s)/contractor) and at \_\_\_\_\_ on \_\_\_\_\_ (Buyer/ Owner)

### 11. LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following

witnesses:

(For and on behalf of Buyer/ Owner)

(For and on behalf of Bidder/Contractor)

WITNESSES: 1.....  
(signature, name and address)

2.....  
(signature, name and address)

Place:

Date: