

**Permanent Mission of India
Geneva, Switzerland**

**Name of Work: Supply and Installation of Network Switchboards in the
Permanent Mission of India
at 21 Avenue Appia, Chambesy 1292 Geneva, Switzerland**

Tender No. – GEN/PMI/881/01/2023

Tender Document

21 January 2023

Period of completion of the work: 1 Month

Tender Documents

Contents

A. Technical Bid Documents:

Document – I : Invitation to Bidders, Instruction to Bidders

Document – II : Eligibility documents, Integrity Pact

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Document – 1
Invitation to Bidders
Instruction to Bidders

‘A’

Invitation to Tender

**Supply and Installation of Network Switchboard in the Permanent Mission of India,
at 21 Avenue Appia, Chambesy 1292, Geneva, Switzerland**

1. The Permanent Mission of India, Geneva invites lump-sum tenders for Supply and Installation of Network Switchboards in the Permanent Mission of India at 21 Avenue Appia, Chambesy 1292, Geneva, Switzerland, for the supply of the following works:

Name of work	Period of Completion
Supply and Installation of Network Switchboards and related components (as detailed in Para ‘B.22’) in the Permanent Mission of India at 21 Avenue Appia, Chambesy 1292, Geneva, Switzerland.	1 Month

2. **Suppliers/Bidders who fulfil the requirements mentioned in Para C.1 shall be eligible to apply.**

3. Bid documents supported with prescribed annexures should be submitted in sealed envelopes (as explained in Para B.10), duly super scribed with the name of work and the date of opening at Admin Section, Permanent Mission of India, 9 Rue Du Valais, 1202, Geneva. The bids will be received till 11th February 2023 up to 1730 hours and will be opened on the 13th February at 1600 hours for technical evaluation at Permanent Mission of India.

4. The Tender Notice is also published on Central Public Procurement Portal (CPPP) of Government of India <https://eprocure.gov.in/epublish/app>, the website of Permanent Mission of India, Geneva, <https://pmindiaun.gov.in> and the website of Ministry of External Affairs, Government of India <https://mea.gov.in/>. There is no fee for tender documents. The important schedule is given below:

5.

Sr. No.	Key Event	Date
1.	Date of Publishing	21.01.2023 (0900 hrs)
2.	Bid submission start date	21.01.2023 (0900 hrs)
5.	Bid submission end date	11.02.2023 (1730 hrs)
6.	Technical Bids Opening Date	13.02.2023 (1500 hrs)
7.	Financial Bids Opening Date	15.02.2023 (1600 hrs)

6. If any information furnished by the applicant is found incorrect at a later stage, he/she shall be liable to be debarred from the tendering process. Permanent Mission of India, Geneva reserves its right to verify the particulars furnished by the applicant independently.

7. Permanent Mission of India, Geneva reserves the right to reject any prospective applicant without assigning any reason and to restrict the list of pre-qualified contractors to any number deemed suitable by it.

8. The Tender Notice is also published on Central Public Procurement Portal (CPPP) of Government of India <https://eprocure.gov.in/epublish/app>, the website of Permanent Mission of India, Geneva, <https://pmindiaun.gov.in/> and the website of Ministry of External Affairs, Government of India <https://mea.gov.in/>.

9. The English language is to be used for all the needs of this tender. Therefore, all supporting documents must be in English. No other language will be accepted.

**Head of Chancery
Permanent Mission of India
Geneva**

'B'

Instructions to Bidders

Supply and Installation of network Switchboard in the Permanent Mission of India, 21 Avenue Appia, Chambesy 1292 Geneva, Switzerland

1. All definitions set forth in the Conditions of Contract or in Other Tender Documents are applicable to the Tender offer.

2. The Tender Documents comprise:

A. Technical Bid Documents:

Document – I : Invitation to Bidders, Instruction to Bidders

Document – II : Eligibility documents, Integrity Pact

Company brochures or any other information can be supplied by the bidders and attached within their bids.

B. Financial Bid Documents:

Document - III : Form of Tender (Lump sum tender price to be quoted on this form by Bidder)

Document – IV : Specifications, Analytical tender, Architectural Plans

3. The Permanent Mission of India, Geneva (hereinafter referred to as **PMI**) will not be responsible to compensate for any expense or losses which may be incurred by the Bidder in the preparation and submittal of his/her Tender.

4. This is a LUMPSUM PRICE TENDER based on the Schedule of Switchboard and Specifications mentioned in Annexure '1'. The Bidder shall examine the Tender Documents and all Addenda (if any) before submitting his/her Bid and shall become fully, informed as to the extent, quality, type and character of operations involved in the works and shall visit and acquaint himself/herself with the building, with the PMI or it's Architect/Consultant. No consideration or compensation will be given for any alleged misunderstanding of the articles of these documents. The bidders should also submit the design and colour catalogue of the similar product.

5. Bidders are required to quote Lumpsum prices on **Annexure 'D'** ("**Form of Tender**").

6. All Tender documents must be returned properly completed in all respects in accordance with the conditions and Provisions of the Tender Documents. No alteration shall be made by Bidders to the Tender Document unless otherwise permitted.

7. The Lump sum Tender Price/amount and rates for variations must be quoted both in figures and words and the currency must be in **Switzerland Francs (CHF)** only. In case of any discrepancy between figures or words, the amount or rates quoted in words shall be taken to be correct for this tender.

8. The Lumpsum Tender Price/amount shall be submitted according to the **“Form of Tender” (Annexure ‘D’)**, with suitable entries, including appropriate signatures, made in all blank spaces. The form shall not be altered. The Bidders shall strictly comply with all the conditions stated in the Tender Documents. The **Form of Tender** must be signed by a person or persons authorized to sign the Tender and shall be dated and stamped with the Bidder’s stamp. Evidence or signature authority, such as a Power of Attorney, shall be provided with the Tender. The unit rates quoted in the Schedule of Switchboard of the tender documents shall be used towards variation as per the tender conditions. **Decision on tender will be taken based on the final price quoted on the Form of Tender.** Any mismatch in the final quoted price on **Form of Tender** and Total amount worked out in the Schedule of Switchboard, the final price quoted on **Form of Tender** shall be considered for comparison of tenders and decision on tender. The rates on the Schedule of Switchboard or elsewhere shall be adjusted in the ratio to match with quoted final price on the **Form of Tender**.

9. The Tender shall be submitted in sealed envelopes as described below: -

Envelope “A” Technical Tender Documents consisting of information in format of Annexure ‘A’, ‘B’ & ‘C’ along with supporting documents.

Envelope “B” Financial Tender Document consisting of financial quote in the format of Annexure D

The envelopes containing “A”, “B” of offers shall be duly superscribed with the above titles and description of work. Envelopes A, B and must be placed in another sealed envelope with the name of work written on top, i.e. **“Supply and Installation of network Switchboard in the Permanent Mission of India, 21 Avenue Appia, Chambesy 1292, Geneva, Switzerland”**

Technical Bids (Envelope A) of successful Bidders shall be opened in presence of

Bidders or their authorized representatives. After evaluation of Technical Bids, a list of qualified Bidders will be prepared by the PMI.

Qualified Bidders will be informed and financial tender (Envelope B) of qualified Bidders shall then be opened at a notified time, date and place in presence of Bidders or their representatives.

10. In case the tender is not decided during the validity period of tender i.e. within **120 days** from the date of opening of the tender, the PMI may request the Bidders to extend the validity of tender for a further specified period beyond 120 days. Bidder(s) shall be at liberty to extend the validity of tender for the specified period or withdraw their tender. Once the validity is extended in writing by the Bidder(s), they will not be permitted to withdraw from tender.

11. The acceptance of the Tender shall be conditional and not finally binding upon the PMI and the actual contract signed between the PMI and the successful tenderer. Should the Bidder fail to sign the contract within the stipulated time or for any other reason withdraw his/her participation in the Tender, the PMI may withdraw his/her acceptance of the Tender without any notice or other formality and may enter into a new Agreement for the execution of the works or any part of it. No payment shall be released to the Bidder/Supplier unless the agreement is signed.

12. Any further information or clarification which the Bidder may require in order to complete his/her bid may be obtained from:

Permanent Mission of India,
9 Rue Du Valais, Geneva,
Switzerland.
Email: hoc.genevapmi@mea.gov.in
Telephone: 022-9068691

All information requested by and supplied to one Bidder will be supplied to all Bidders.

13. At any time prior to the date of submission of the proposals the PMI may issue an addendum.

14. The tender may be disqualified for any reason including, but not limited to the following:

- a) If the Bidder sets forth any conditions which are unacceptable to the PMI.
- b) If any bid is submitted under a name other than the name of the individual firm partnership or corporation that has issued the bid Document.

- c) If there is evidence of collusion between Bidders.
- d) If the Bidder sets forth any offer to conditionally discount, reduce or modify his/her bid.
- e) If the bid price is disclosed before the opening of financial bid.
- f) The preference will be given to the Switzerland made and Indian made products in compliance with safety norms of Geneva, Switzerland. Bidder sourcing the entire product range made outside Switzerland/India may be disqualified.

15. The Bidder must read carefully all the Tender Documents, Specifications, and drawings etc. The quoted Lumpsum tender price should be inclusive and complete in all respects as per the standards of the Permanent Mission of India, Geneva. Lump sum Tender Price/Amount as quoted in the “**Form of Tender**” shall be the basis for deciding the bid quote and the Bidder.

16. Price escalation in rates due to any reason such as increase in prices of material, equipment & labour, fuel (petrol, diesel, gas etc.), electricity & water, levy of new taxes, hike in any tax rate, Cess or due to delay in completion etc. shall not be applicable.

17. Method of Payment:

17.1 The Bidder’s request(s) for payment shall be made to the PMI in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and upon fulfilment of other obligations stipulated in the contract.

17.2 Payments shall be made by the PMI after acceptance of item and submission of the certified invoice /claim through the PMI by the Bidder/Supplier subject to retention money (explained in Para B.19).

18. Penalty Clause: In case the supplier/bidder fails to complete the work within the stipulated time. The penalty of 0.1% of the Accepted Contract Amount per week of delay will be calculated on per day basis with the maximum of ten percent (10%) of the Accepted Contract Amount.

19. Retention Money: An amount equivalent to 5% of the invoice/bill amount will be retained as Retention money till successful completion of the Contract.

20. Scope of Work:

20.1 Supply and installation of following network components:

S No.	Items	Quantity
1	Network Switch CISCO CBS350-24XS 24x 10gb/s SFP+ ports and 4x 10G RJ45 (shared)	2
2	Network switch CISCO CBS350-48P.4X-EU 52ports 48 ports POE 4ports 10gb SFP+ POE Budget = 370w	15
3	Various SFP+ 10GB 1310nm	60
4	Various 1310nm Single Mode Fiber Patch	60
5	Ethernet cabling Cat 6a - RJ 45/RJ 45 0.5M-2M	720
6	Workforce Project realization diagram and plan	1
7	Workforce Pre-configuration - hardware tests	1
8	Workforce On-site installation implemented	1
9	Mikrotik CCR1016-12s-1s+ and interconnect cable	1

	FIREWALL DHCP SERVER -VPN Server Mandatory to segment network and interconnect	
10	Support Configuration follow-up - modification and support for 1 year	1

20.2 The above items/components should be compatible with the existing network related infrastructure already in place which consist of the following:

- a. Main and Secondary Optical Fiber Cables: Fiber+Rack link between the main IT premises in basement and various brewing and distribution cabinets
- b. Mixing Cabinets: Supply of Local Area Network (LAN) cabinets, installation and set up by installer in the technical electrical rooms
- c. Universal Cabling: Network of three RJ45 sockets per workstation and peripherals individually connected to patch cabinets

Note: Interested bidders may request for site visit to check about the compatibility requirements.

20.3 The above items (mentioned in Para 20.1 above) are indicative and any other components required for installation of the mentioned items shall be provided by the successful bidder.

21. Time Period for Completion: All the goods ordered shall be supplied and incidental services completed in one (1) month as per schedule of delivery of various items conveyed at the time of placing order and as per the terms and conditions of the Contract to the satisfaction of the PMI as evidenced by the PMI written certification of acceptance within the time period given in the Appendix to Tender. All the aspects of safe delivery shall be the exclusive responsibility of the Bidders.

22. It is noted that the successful Bidders will provide samples of all the materials to be used, as well as, if asked, complete samples of any certain switchboard items. All these have to be approved by the PMI/architect/consultant beforehand.

23. Force Majeure: If the performance of this Agreement or any obligations hereunder is prevented, restricted or interfered with by reason of earthquake, fire, flood or other casualty or due to strikes, riot, storms, explosions, acts of God, war, terrorism, or a similar occurrence or condition beyond the reasonable control of the Parties, the Party so affected shall, upon giving prompt notice to the other Parties, be excused from such performance during such prevention, restriction or interference, and any failure or delay resulting therefrom shall not be considered a breach of this Agreement. Suitable extension of time may be considered dur to force majeure condition without any financial claim.

24. Litigation/ Arbitration: No time extension of any kind shall be granted under

any circumstances except natural calamities and un-expected circumstances. No litigation or arbitration under any circumstances at any stage shall be applicable. The Bidder not willing to accept this pre-condition are advised not to participate in the tendering process.

25. Code of Integrity: No bidder shall act in contravention of the codes which includes:

- (a) prohibition of making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- (b) any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
- (c) any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
- (d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- (e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.
- (f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- (g) obstruction of any investigation or auditing of a procurement process.
- (h) making false declaration or providing false information for participation in a tender process or to secure a contract.
- (i) disclosure of conflict of interest.
- (ii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause.
- (iii) with any entity in any country during the last three years or of being debarred by any other procuring entity.

26. The procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures including rejection of bid and/or termination of contract.

DOCUMENT – II
ELIGIBILITY DOCUMENTS

‘C’

Eligibility Documents

Period of Completion: One Hundred and Twenty (120) Calendar Days

1. CRITERIA FOR ELIGIBILITY

1.1 **The bidders (hereinafter referred to as applicant) must be registered as a commercial entity in Switzerland.**

1.2 The applicant should have satisfactorily completed two similar works in a government establishment or Diplomatic Mission or reputed Commercial establishment.

1.3 The applicant should have had average annual financial turn-over of ***CHF 200,000 (excluding TVA)*** during the last three years. Year in which no turnover is shown would also be considered for working out the average. **(Annexure ‘A’)**

1.4 The applicant should be a profit-making individual / company / firm. They should not have incurred any financial loss for more than one of the three financial years.

1.5 The applicant should have capability to provide after sale service for **the minimum guarantee period of upto two years.**

1.6 The applicant should submit a list of all completed works in the last 3 years and list of all works in hand. **(Annexure ‘B’)**

2. EVALUATION CRITERIA FOR ELIGIBILITY

2.1 For the purpose of eligibility, applications will be evaluated in the following manner:

The documents submitted by the applicant will be scrutinized for the criteria prescribed above to determine the applicant's eligibility for the work.

2.2 Even though applicants may satisfy the above requirements, they would be liable to disqualification if they have:

- a) Made misleading or false representation or deliberately suppressed information in the forms, statements and enclosures required in the pre-qualification document.
- b) Record of poor performance such as abandoning work, not properly completing the contract or financial failures / weaknesses.
- c) Disclosed the tender price before the opening of the financial tender.

3. FINANCIAL INFORMATION

The applicant should submit the following financial information:

- a) Annual financial statement for the last three financial years. **(Annexure 'A')**

4. EXPERIENCE IN SIMILAR WORKS.

4.1 Applicants should complete and submit the following: -

- a) A list of all works of similar nature successfully completed during the last three years including work currently under progress. **(Annexure 'B')**

5. TENDER:

Technical tenders of successful tenderers shall be opened first. Technical tenders shall be opened in presence of Bidders or their representatives. After evaluation of Technical Tenders, a list of qualified Bidders will be prepared by the PMI. Qualified Bidders will be informed and the financial tender of the qualified

Bidders will then be opened at notified time, date and place in the presence of the Bidders or their representatives.

6. AWARD CRITERIA

6.1 The PMI reserves the right without being liable for any damages or obligation to inform the applicant to: -

- a) Amend the scope and value of contract.
- b) Reject any or all the applications without providing any reason.

6.2 For any of the above actions, the PMI shall neither be liable for any damages nor be under any obligation to inform the Applicants of the grounds for the same.

6.3 Any effort on the part of the applicant or his/her agent to exercise influence or to pressurize the PMI would result in rejection of his/her application. Canvassing of any kind is prohibited.

9. Value Added Tax (TVA):

The PMI, as a Diplomatic Mission is exempted from payment of TVA.

10. Integrity Pact:

Integrity Pact should be signed and submitted in **Annexure 'C'**.

Annexure A

- 1. Name of the Company:
- 2. Address:
- 3. Registration Details:
- 4. Financial Statement:

Annual turnover excluding TVA for the last immediate three financial years	In country of origin (in case based out of Switzerland)	In Switzerland	In other Country/ Countries

Note: To Provide documents related to financial statements for the last three years.

- 5. Business Association to which the Company belongs.
- 6. Number of years' experience as a Contractor:

Signature of Applicant (s)

Annexure 'B'

(a) Similar Works completed in **Switzerland** during the last 3 years.

Title, Location and Brief Description of work	Value in CHF	Client	Consultant	Contract Period for Completion	Actual period for Completion	Litigation / Arbitration pending, with details	Client certificate at page

Signature of Applicant (s)

Annexure 'C'

**PRE-CONTRACT INTEGRITY PACT
BETWEEN
Permanent Mission of India, Geneva
AND**

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on __day of the _____(month and year) between, on one hand, the President of India, acting through Permanent Mission of India, Geneva (hereinafter called the "PMI", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/S

_____represented by Mr./ Ms._____, (d e s i g n a t i o n of the officer) (hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the PMI proposes to get supply and installation of **Supply and Installation of network Switchboard in the Permanent Mission of India, 21 Avenue Appia, Chambesy 1292, Geneva, Switzerland** and the BIDDER is willing to supply and install 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 PMI is Permanent Mission of India, Geneva performing its functions on behalf of the President of India.

NOW, THEREFORE,

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

Enabling the PMI to get supply and installation of Network Switchboard in Permanent Mission of India, 21 Avenue Appia, Chambesy 1292 1292 Chambesy, Geneva, Switzerland 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 PMI will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

Commitments of the BUYER

1.1. The PMI undertakes that no official of the PMI, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2. The PMI 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 PMI 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 PMI with full and verifiable facts and the same is prima facie found to be correct by the PMI, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PMI 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 PMI the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PMI, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PMI 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 PMI for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the PMI.

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 PMI that the BIDDER is the original Constructor 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 PMI 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 PMI 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 PMI as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PMI, or alternatively, if any relative of an officer of the PMI 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 term 'relative' for this purpose would be as defined in Section 6 of the Government of India's 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 PMI.

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. Sanctions for Violations

5.1. 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 PMI 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 immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iii) 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 PMI resulting from such cancellation/rescission and the PMI shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(iv) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the PMI.

(v) 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.

(vi) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the PMI with the BIDDER, the same shall not be opened.

5.2. The PMI will be entitled to take all or any of the actions mentioned at para 5.1 (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.

5.3. The decision of the PMI 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.

6. Fall Clause

6.1. The BIDDER undertakes that it has not completed any project/presently running any similar project or subsystems at a price lower than that offered in the present bid, in respect of any other PMI in Switzerland and if it is found at any stage that similar project/systems or sub system was completed by the BIDDER to any other PMI 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 PMI, if the contract has already been concluded.

7. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the PMI or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PMI.

9. 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.

10. Validity

10.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or completion of Defects Notification Period/Warranty Period of contract whichever is later and to the satisfaction of both the PMI 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.

10.2. Should one or several provisions of this Pact turn out to be invalid, the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

PMI
Name of the Officer.
Designation
Permanent Mission of India, Geneva

Bidder
Name of the Officer
Designation

Witness
1. _____

2. _____

Witness
1. _____

2. _____

DOCUMENT III
FORM OF TENDER

Annexure 'D'
Form of Tender

for

Supply and Installation of Network Switchboards and related components in the Permanent Mission of India at 21 Avenue Appia, Chambesy 1292, Geneva, Switzerland

Sirs

I/We

Carrying in business as

at

Hereby bid to supply and install the **Network Switchboards and related components** in accordance with the Tender Documents and Specifications according to terms, obligations and conditions therein contained at and for the fixed price sum of:

Excluding TVA.

(CHF _____)

I/We further agree that all our work will be in accordance to the PMI and Consultant/Architect's entire satisfaction.

I/We further agree that our offer includes the ordering of all switchboard and their delivery to the Supply and Installation of Switchboard in the Permanent Mission of India, 21 Avenue Appia, 1292 Chambesy, Geneva, Switzerland. The tender also includes the removal of all packaging/boxes to a legally licensed waste area or as per the PMI's/architect's instruction.

I/We further agree that all goods will be placed in the New Building. In case there is delay we hereby agree that all goods will remain, under our responsibility, within the storage space(s) of our company and without extra cost to the client.

I/We agree to abide by this Tender for a period of 120 days from the last day for submission of bid, and it shall remain binding upon us and may be accepted at any time before this period.

If this offer is accepted, we will provide the Specified Advance Payment Guarantee, commence the works within the prescribed period of commencement and complete the works in accordance with the above – named documents within the Time for Completion.

I/We agree that the terms of payment will be as follows:

30% deposit payment of the total order value shall be released to the successful tenderer against bank / insurance guarantee upon awarding the project. 50% payment of the total order value shall be released against complete delivery of the goods at the site in good condition subject to the inspection by the PMI/Consultant/Architect. 20% shall be released after the successful installation and Testing of the network switchboard at the Site, to the complete satisfaction of the PMI which would be certified in writing by the Architect/Consultant as the acceptance of the works. Retention money at the rates as specified in Clause 22 of **Instructions to Bidders** shall be deducted from these payments and shall be retained till the expiry of defects notification period / warranty.

The Bidder's request(s) for payment shall be made to the PMI in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and upon fulfilment of other obligations stipulated in the contract.

Payments shall be made by the PMI in **sixty (60) days** after acceptance of item and submission of the certified invoice /claim through the Architect/Consultant by the Bidder/Supplier.

In case I/We fails to complete the work within the stipulated time, the penalty of 0.1% of the Accepted Contract Amount per week of delay will be calculated on per day basis with the maximum of five percent (5%) of the Accepted Contract Amount.

Unless and until a formal Agreement is prepared and executed this Letter of Tender, together with your written acceptance thereof, shall constitute a binding contract between us.

I/We understand you are not bound to accept the lowest or any tender you may receive.

I/We further agree to complete the whole of the works according to the time schedule specified in the contract documents.

I/We enclose a Bank guarantee for the sum of CHF 2,500 valid for 60 days as specified in the Invitation to Tender.

I/ We agree that in case of any mismatch in the final price of Form of Tender and Total amount worked out in the Schedule of Switchboard, the final quoted on Form of Tender shall be considered for comparison of tenders and decision on tender. The rates in the Schedule of Switchboard or elsewhere shall be adjusted in the ratio to match with the quoted price on the Form of Tender.

As witnessed my/our hand this _____ day of _____

Bidders' signature in full

Name and address of firm
