

Expression of Interest Notice & Documents

**INDIAN INSTITUTE OF TROPICAL METEOROLOGY
PASHAN, PUNE-411008**

(PS/Tender/04/2015)

EXPRESSION OF INTEREST NOTICE

Director, Indian Institute of Tropical Meteorology (An autonomous Institute under the Ministry of Earth Science, Govt. of India), Dr.Homi Bhabha Road, Pashan, Pune- 411 008 (India) invites sealed envelope from Manufacturers / Suppliers and their accredited selling agents for expression of interest regarding supply, installation, commissioning, and satisfactory demonstration of ***“High Performance Storage Solutions for HPC Systems Installed at this Institute’s Campus”***.

Expression of Interest (EOI) documents with details can be obtained from Purchase & Stores Section of the Institute or can be downloaded from Institute’s website.

Last date of receipt of EOI at IITM, Pune : 29th July 2015 at 12:00 hrs.
Opening of Envelope (Expression of Interest) : 29th July 2015 at 15:00 hrs.

The Institute reserves the right to reject any or all tenders without assigning any reason thereof. For details please visit Central Procurement Portal (CPP) <http://www.eprocure.gov.in> as well as this Institute’s Website: <http://www.tropmet.res.in>

**Scientific Officer Gr.-II, for Director
Email : psu.iitm@tropmet.res.in**

**INVITATION FOR
EXPRESSION OF INTEREST
ON
HIGH PERFORMANCE STORAGE SOLUTIONS
FOR
HPC SYSTEMS INSTALLED
AT**

**Indian Institute of Tropical Meteorology
Dr. Homi Bhabha Road, Pashan,
Pune 411 008**

1. ABOUT IITM AND HPC SYSTEMS AVAILABLE:

The Indian Institute of Tropical Meteorology (IITM), Pune an autonomous body under Ministry of Earth Sciences (MoES), Govt. of India. IITM is country's premiere research Institute to generate scientific knowledge in the field of meteorology and atmospheric sciences that has potential application in various fields such as agriculture, economics, health, water resources, transportation, communications, etc. It functions as a national centre for basic and applied research in monsoon meteorology. For more details please visit <http://www.tropmet.res.in> .

IITM is presently having two high performance computing systems namely Prithvi and Aaditya.

1. **Prithvi:** Prithvi is an IBM Power 6575 based HPC system with a total capacity of 70 Tera Flops. The system was installed in the year 2010 and later upgraded in 2011. It consists of 117 Power 6 575 nodes, Each node is populated with 32 cores of IBM P 6 CPU running at 4.7 G Hz Interconnected over Infiniband Network and Ethernet Network for Management Purpose. It has 4 Petabytes of storage on GPFS Parallel filesystem in Three tier Architecture i,e Online, Near online and Archival. The system has been successfully in use for the last 4 years. Prithvi was listed at 94th Rank in Worlds Top 500 Super computing systems in the year 2010 (<http://www.top500.org/list/2010/06/100>) and second fastest in the country in 2011 (<http://topsupercomputers-india.iisc.ernet.in/jsps/dec2011/index.html>).

2. **Aaditya:** The Aaditya HPC is Newly Installed Highly Parallel Supercomputing System built on IBM System X technology. The compute performance is more than 790 Tera Flops with Intel Sandy bridge Processors. There are 2384 compute Nodes with each node have 2 number of 8 core Processors (Intel Xeon E5-2670 2.6GHz cache 20MB) and the Memory is 4 GB DDR3 per core and 64 GB per node. The total RAM/Memory of the cluster is more than 150 Tera bytes.

The System is having a 6 Peta bytes disk based storage solution built on IBM GSS technology with read and write performance of about 100 Gigabytes per second and the Tape Storage solution is based on Tivoli Storage 3500 tape library (Two Libraries) with Tivoli Storage Manager for automatic backup and restore and HSM functionalities. The Tape Library is scalable up to 100 Petabytes just by adding LTO6 Tape cartridges.

The Operating environment is with Red Hat Enterprise Linux as Operating System, GPFS as the cluster Parallel file system, IBM XCAT as cluster administration and Management tool, UFM (Mellanox Unified Fabric Manager) for Fabric Management, Platform Load sharing facility (LSF) as the job scheduler and all other software, such as compilers, debuggers, profilers, MPI libraries, development environment are based on Intel Cluster Studio and IBM Parallel and Scientific Computation Environment.

Both Prithvi and Aaditya are installed in two separate Datacenters (henceforth DC1 and DC2) respectively in two adjacent building located in the same campus.

Institute is planning to Augment additional HPC storage solution in the order of 10 Peta bytes to be installed at its DC1 (old data center) and to be integrated and made available as local HPC Storage Solution for its New HPC System Aaditya located in DC2.

Note: Vendors can Inspect the Site during any working day in working hours with prior Intimation before responding to this EOI.

2. SCOPE OF WORK:

The scope of this procurement of HPC Storage Solution is the following:

- a. Supply and installation of Minimum 10 Petabytes usable High performance storage solution to be Installed at DC1 (Prithvi datacenter). The Storage Solution should be of latest and best technologies used in building of Top Super Computers across the globe particularly for weather and climate modeling applications.
- b. Migration of existing Prithvi HPC data approximately 3 Petabytes to the New Storage Solution.
- c. Integrating of the Storage Solution with the New HPC System Aaditya located at DC2 over very high speed Networks and to be made available as local parallel HPC Storage for Aaditya System.
- d. Onsite Support and Services if required for the entire Storage Solution.
- e. Warranty and Support for the entire Solution for a period of Six years.

3. Pre-Qualification for Participation:

- a. The bidder should be a registered in India under Indian companies act.
- b. The bidder must have executed supply/system integration of similar (architecture similar to quoted in this bid) HPC Storage solutions in the past 3 years. Duly certified documents authenticating this aspect should be enclosed in the bid document such as acceptance certificate etc without which the proposals shall not be considered.
- c. The bidder should have been in existence for at least five years and should have well established service/support centre in India with trained manpower in maintaining the proposed solution. Bidder should provide details on his technical support infrastructure in the country.

- d. The bidder should have experience in installation of HPC Parallel file system Storage Solutions of at least 1 Petabytes on a single system. Duly certified documents authenticating this aspect should be enclosed in the bid document without which the proposal shall not be considered
- e. The Bidder Storage Solution should be listed in Top 100 of world's top 500 super computing latest list. Should submit details of the ranks for the latest list on the same.
- f. Participation in the EOI is an essential and necessary condition to participate in tendering process.

4. Basic Performance and other Requirements:

- a. The Proposed Storage Solution should deliver a high Performance in line with our existing Aaditya Disk Storage HPC Performance.
- b. The over all Storage Solution should be Scalable and Should support various protocols and Security features for data availability and Protection.
- c. The Solution should be highly dense (more capacity and performance per rack) and should fit in the existing DC1 Space without any additional space requirements, Vendors can do a Site survey for this purpose.
- d. The Solution should be on turn key basis including all the Networking components required for Integration between DC1 and DC2 over High Speed Networks like FDR. The tentative distance between both DC's is less than 300 meters.
- e. The Solution should be expandable in future just by adding disks, all drives like SATA, SAS, NL SAS, SSD..etc should be supported.
- f. All the prerequisites like Power, cooling..etc should be clearly mentioned along with the proposed Solution.

5. Evaluation Process:

- Step1: Interested bidders may express their willingness in writing by responding to all the points mentioned **above** with documentary evidence before **29th July, 2015 up to 12:00 Hrs.**
- Step2: IITM shall review the proposal and call the bidders for a presentation or clarification if required.
- Step3: IITM will short list the bidders based on section 3 and 4 above.
- Step4: The short listed bidders will only be allowed to participate in the next stage of tendering process.

6. Instructions to bidder:

- a) Director, IITM reserves the right to cancel the EOI/tendering process at any time without assigning any reason thereof. Institute will not be held liable for any loss which may incur to any bidder because of this cancellation.
- b) An undertaking (self certificate) is to be submitted that the Organization has not been blacklisted by any Central/State Government Department/Organization.
- c) Please note that all the pages of the EOI documents should be signed with date and seal of the Organization.
- d) The covering letter and the Proforma given in this document should be submitted on bidder's company Letter Head, along with the technical proposal.
- e) Canvassing in any form would disqualify the bidder from further participation.
- f) All the submitted proposals will be scrutinized on the basis of documents and information furnished by company/ industry along with the prescribed form as in section
- g) Institute may obtain clarifications wherever required from the company or from the referred client list in the profile. Based upon the scrutiny, officers of those companies / industries that fulfill the pre qualification criteria presentation / interaction on proposed methodology and other conditions as stated above would be shortlisted.
- h) Tender document for all the above requirements will be issued only to technically and financially qualified potential bidders.
- i) The Bidders should fill the Proforma as attached and sign on all pages.
- j) The bidders should sign on each page in their response to this EOI.
- k) The bidder should submit the all the EOI documents **in the duly sealed envelope superscribing the EOI/Tender No.**, failing which EOI Documents will not be considered for further evaluation & process.
- l) The vendor must sign and stamped the duly filled Pre Contract Integrity Pact (Annexure-A) as a part of qualification criteria.***

7. EOI Documents: EOI shall contain the following documents:

- a. Company profiles including organizational structure with details of ownership and evidence of incorporation;
- b. Evidence of technical & financial capability, including annual audited accounts for the past five (05) years ending March 31, 2015. Certificate from Chartered Accountant for the Net worth Criteria.
- c. Detailed information on key technical Strengths and deployments of Similar HPC Storage Solutions.
- d. Suggestions and views, if any for this HPC Storage Solution requirement.
- e. Submission of EOI: EOI should be submitted in a sealed envelope clearly marked **"EOI for High Performance Computing Solution Systems."**
- f. Any other relevant Information on Latest technologies and Solutions for High Performance Storage requirements.
- g. Last date of response to this EOI Invitation is **29th July, 2015 up to 12:00 hrs.**

8. Important dates :

- i) Last date of EOI submission : 29th July, 2015 up to 12:00 hrs.
- ii) Opening of EOI documents : 29th July, 2015 up to 15:00 hrs.

Addressed to

The Director,
Indian Institute of Tropical Meteorology
Dr. Homi Bhabha Road, Pashan,
Pune 411 008
Maharashtra
India

Phone: +91-20-2590-4200
Fax : +91-20-2586-5142

Note : For any clarification, the bidders are advised to contact following authorized official : -

Name of Official	Contact No.
1) Shri. S.M.D. Jeelani, Sc-D (For technical clarification)	020-25904213
2) Shri. V.R. Mali, Scientific Officer Gr.-II (For any other clarification)	020-25904483

PROFOMA I

INDIAN INSTITUTE OF TROPICAL METEOROLOGY (AUTONOMOUS INSTITUTE, MINISTRY OF EARTH SCIENCES, GOVERNMENT OF INDIA)

1. Particulars of Applicant Company						
Name of the Company						
Registration No.						
Address					STD Code	
					Tel. No.1	
					Tel. No.2	
					Fax No.	
	City				Pin	
State		E-mail *				
Website Address						
Type of company	Government		Public Sector Undertaking		Private Limited	
	Partnership		Public Limited		Proprietorship	

* Email sent on this address will be treated as valid communication. Add a separate sheet, if necessary

2. Particulars of Managing Director/CEO/Proprietor/Managing Partner					
Name & Designation	Address			STD Code	
				Tel. No.1	
				Tel. No.2	
				Fax No.	
	City			Mobile	
	State		Pin		E-mail
3. Particulars of Contact Persons					
S No.	Name & Designation	Address		Numbers	
1.				STD Code	
				Tel. No.	
				Fax No.	
		City:		Mobile	
		Pin Code:		E-mail	

S No.	Name & Designation	Address	Numbers	
2.			STD Code	
			Tel. No.	
			Fax No.	
		City:	Mobile	
		Pin Code:	E-mail	
3.			STD Code	
			Tel. No.	
			Fax No.	
		City: Pin Code:	Mobile E-mail	

4. Location of Offices in India				
S No.	Name of Head	Address	Numbers	
1.			STD Code	
			Tel. No.	
			Fax No.	
		City:	Mobile	
		Pin Code:	E-mail	
2.			STD Code	
			Tel. No.	
			Fax No.	
		City:	Mobile	
		Pin Code:	E-mail	
3.			STD Code	
			Tel. No.	
			Fax No.	
		City:	Mobile	
		Pin Code:	E-mail	

5. Turnover for last three years				(All amounts in Indian Rupees and in Crores only)
Year	Period (Month/Year) From To	Total Turnover of the Company	Turnover from HPC Projects.	
2014-2015				
2013-2014				
2012-2013				

6. Certifications	Yes/No (Indicate the level wherever it is applicable)	Valid up to
ISO-9001: 2000 in software development		
SEI-CMM Level		
P-CMM Level		
Any other (Please specify)		

7. Experience in Similar Storage Solutions	Site	Details & Date of Installation

Add a separate sheet, if necessary

8. Details of sites/customers where similar solutions deployed						
Sr. no	Name & Address of Customer	Contact Person & Tel.No	Solution details	Value in crores (optional)	Purpose being used (optional)	Date of Installation
8.1 Projects completed during last 3 years						
1.						
2.						
3.						
8.2 Projects completed prior to last 3 years						
1.						
2.						
3.						
Add a separate sheet, if necessary						
Note: Attach explanatory note for each project in not more than two pages.						

9.0 Any other information that Applicant Company wants to give
Add a separate sheet, if necessary

12. List of Enclosures	
(i)	
(ii)	
(iii)	
(iv)	
(v)	
(vi)	

Undertaking

This is to certify that I have gone through all the pages of the document. The applicant company undertakes to abide by all the terms & conditions mentioned in the EOI tender document. It is further certified that the information furnished in the EOI documents is true and correct.

In the Event of any of above information found to be false, we understand that own EOI proposal can be rejected and not considered.

Date:

Signatures:

Place:

Name:

Seal

Designation:

PRE CONTRACT INTEGRITY PACT

General

This pre-bid-contract Agreement (hereinafter called the Integrity Pact) is made on _____day of the month of _____, between, on one hand, the **Director IITM, Pune** acting through Shri _____, Designation of the officer, Ministry/ Department, Government of Indian (hereinafter called the ‘BUYER’), which expression shall mean and include, unless the context otherwise required, his successors in office and assigns) of the First Part and M/s _____represented by Shri_____, Chief Executive Officer (hereinafter called the ‘BIDDER/Seller’ which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER /Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined 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 BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto agree 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.
- 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 and 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 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 proceeding, 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 I being conducted the BUYER 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 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, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration Reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do so having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.

- 3.3* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4* BIDDERS shall disclose the 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 defense 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 if services agree 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 BIDDERS 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 contains 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 action mentioned above.
- 3.12 If BIDDER or any employee of the BIDDER or person 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 financially interested/stake

in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as define in Section 6 of the Companies Act 1956.

- 3.13 The BIDDER shall not lend to or borrow any money from or entire 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 _____ (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 favor of _____

ii) A confirmed guaranteed by an Indian Nationalized Bank. Promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusion proof of payment.

iii) Any other mode or through any other instruments (to be specified in the RFP).

- 5.2 The Earnest Money/ Security Deposit shall be valid upto a period of six months or the complete conclusion of the contractual obligation to the complete satisfaction of the both the BIDDER and the BUYER, including warranty period, whichever is later.

- 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 for Violation shall be applicable for forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanction for Violations

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

i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii) The Earnest Money (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 thereof.

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 thereof at 2% higher that the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the bidder from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

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

Viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

ix) in case where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) 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 or 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 cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

- 8.1 The BUYER has appointed Independent monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (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 the meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of the BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from 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 remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

BUYER
Name of the Officer
Designation
Deptt./Ministry/PSU

BIDDER
CHIEF EXECUTIVE OFFICER

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.