



IMU-KC/PUR/OFFLINE/12/Shaft/24-25

Date: 22.01.2025

Sub: Notice Inviting Tender for supply & fabrication of shaft and its liners with coupling fixtures, aligning in place, commissioning and testing for a project as per design for IMU – Kolkata Campus

Tenders are invited towards supply & fabrication of shaft and its liners with coupling fixtures, aligning in place, commissioning and testing for a project as per design for IMU – Kolkata Campus, located at P-19, Taratala Road, Kolkata - 700088. The details of the subject supply & fabrication are given in the following chart:

Item:	1. Hollow shafting + Cupro Nickel Liner and Two Cupro Nickel Sleeves of special design / custom fabrication 2. Motor – Shaft Coupling 3. Fitting the shafting using plummer bearings on the test rig 4. Alignment
Specification:	<b>As per the drawings which has to be obtained by the prospective bidders from the office of IMU-KC in any working days (from Monday to Friday except holiday)</b>
Quantity:	Hollow shaft: 01 no. Cupro Nickel Liner (shrunk fitted): 01 no. Cupro Nickel Sleeves: 02 nos. Shaft – Motor – Coupling: 1 set

Bidders are requested to submit their offers in the following format complying with all the specifications of the items as mentioned above:

Sl. No.	Description	Qty.	Rate per unit (in Rs.)	Applicable taxes per unit	HSN Code	Total rate per unit (including taxes)	Total Amount (in Rs.)
A	B	C	D	E	F	G = D + E	H = G x C
01.	Fabrication of Shaft – Hollow section						
02.	Fabrication of Liner - Cu-Ni						
03.	Fabrication of Sleeves - Cu-Ni						
04.	Coupling – Shaft & Motor						
05.	Services – Fitment of liner, sleeves, securing with screws, Keyways, Fitment of coupling, Transportation, assembling						

	including using our own plumber blocks, precise alignment in the setup, commissioning and testing						
06.	Test – Certification						

**Terms & Conditions:**

**1. Prospective bidders must visit the site of work at the Campus in any working day (from Monday to Friday except holiday) between 10:00 A.M. and 5:00 P.M. towards understanding the detailed drawings and specifications (for maintaining confidentiality of the project) before submission of their offers in the prescribed format.**

**1. Bid Validity: 120 days from the last date of submission of the offer.**

**2. Security Deposit:**

**Within 14 days** of the successful bidder's receipt of notification of award from IMU-KC, the Bidder shall furnish a Security Deposit at the rate of 5% of the contract value in the form of Performance Security may be furnished in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee from a Scheduled Commercial bank or online payment in an acceptable form as per Rule 171 of GFR 2017 in the name of **Indian Maritime University, payable at Kolkata** towards due compliance of contract obligations to the satisfaction of the IMU-KC and to make good any loss or damage caused to the IMU-KC owing to acts in pursuance/violation of terms herein. If the bidder fails to submit the Security deposit to IMU-KC within the stipulated time, IMU-KC shall without prejudice to any other right or remedy, at its sole discretion, treat the bidder as having lost his eligibility for the award of the contract.

The Security Deposit will be discharged by IMU-KC and returned to the service provider not later than 90 days following the date of completion of the service provider's performance obligations.

The proceeds of the Security Deposit shall be payable to IMU-KC as compensation for any loss(es) incurred by IMU-KC resulting from the failure of the service provider to meet its obligations under the Contract, as determined by IMU-KC. This shall be in addition to any other action/ penalty taken by IMU-KC for delays/ default/ failure on the part of the service provider.

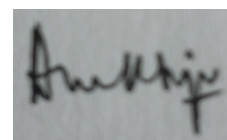
**3. Bidders should quote their rates as per the above format in their letterhead with official stamp and signature.**

**4. The rates quoted should be inclusive of all but excluding taxes, which should be stated separately.**

**5. E-invoicing is mandatory as per Notification No. 61/2020 – Central Tax dated 30.07.2020.**

**6. IMU-KC reserves the right to increase or decrease the required quantities as mentioned above.**

7. The rates quoted should be valid till the tender validity period from the tender last date. IMU-KC may place further orders with the same rates during the said period depending on requirements.
8. Warranty: Warranty should be applicable on supplied items as per the norms of OEM and warranty on fabrication / installation should be at least for a period of 02 (two) years from the date of completion.
9. Supply & fabrication should be completed within 60 (sixty) days of placing order, failing which LD @ 0.5% per week or part of the week may be imposed upto a maximum of 10% of the value of the Purchase Order.
10. Submission of multiple bids by a single firm will lead to rejection of the bids and IMU-KC may black list such firms from future participation.
11. Last date of submission of tender is 11.02.2025.
12. The quotation is to be submitted in sealed envelope clearly subscribing “tender for supply & fabrication of shaft and its liners with coupling fixtures, aligning in place, commissioning and testing for a project as per design for IMU – Kolkata Campus”.
13. The envelope should be addressed to the Dy. Registrar, Indian Maritime University, P – 19, Taratala Road, Kolkata — 700 088 and deposited in the Tender Box kept at the room of the Director’s Secretariat (1<sup>st</sup> floor, Room No. 124) or can be sent by post.
14. The envelopes are to be sealed properly with gum and not by stapler pin.
15. Evaluation would be done based on the L1 rate quoted by the prospective firms.
16. Payment will be made through NEFT after successful supply of the items, fabrication and subsequent acceptance by the competent authority of IMU-KC.
17. Notwithstanding anything specified in this letter inviting quotation, IMU-KC at its sole discretion, unconditionally and without assigning any reason, reserves the right:
  - (a) To accept or reject lowest bid or any other bid or all the bids.
  - (a) To accept any bid in full or in part.
  - (b) To reject the bid offer not conforming to the tender conditions.
18. **A. The bidder should have prior experience in building Power Transmission Shaft & with Cupro-Nickel works.**  
**B. The Standards and Specification as per drawings have to be met.**
19. **Prospective bidders should have the minimum experience of 3 years in the relevant field.**



O.I.C. – Purchase

## TECHNICAL BID FORM

### Supply & fabrication of shaft and its liners with coupling fixtures, aligning in place, commissioning and testing for a project as per design for IMU – Kolkata Campus

1. Name of the Bidder/Firm/Agency:  
(Attach certificate of registration)
  
2. Name of the Proprietor/Managing Director/Managing Partner  
of Company/Firm:
  
3. Status of the establishment (Public Ltd. / Pvt. Ltd. / Proprietary / Partnership /  
Society):
  
4. Full address of the Registered Office:
  
5. Address for correspondence and Telephone Number:
  
6. Email address
  
7. Full address of the branch Office in Kolkata if any:
  
8. PAN Number (Attach attested copy):
  
9. GST Registration Number (Attach attested copy):
  
10. Details of experience towards undertaking similar job by the bidder – Minimum of 3  
years in the relevant field (Attach copy of Contract /Work Order/Work Completion  
Certificate):
  - a. For 01 no. of work, the minimum contract value should be of Rs. 28.8 lakh.
  - b. For 02 nos. of work, the minimum contract value should be of Rs. 18 lakh  
each.
  - c. For 03 nos. of work, the minimum contract value should be of Rs. 14.4 lakh  
each.

Sl. No.	Name of the client	Value of Purchase Order / Work Order / Contract	Copy attached (Yes / No)

Note: "Similar job" means the bidder should have the experience of having entered into a contract for supply, fabrication / installation of shaft with Government/Semi-Government/Public Sector/Reputed Private organisations/ National level higher educational institutes/Banks/Public limited companies.

11. Annual Average Turnover of Rs. 20 Lakhs of the bidder during the last 3 financial Years (copies attached Yes/No):

Financial Year	2021-22	2022-23	2023-24
Amount in lakhs (Rs)			
Remarks			

12. Name of the authorised signatory in bid documents & Designation:

13. Whether the Bidder has been debarred or blacklisted by any Government department/agency/other public sector undertakings/banks in the past 5 (five) financial years (2019-2020 to 2023-2024) or during the tenure of current financial year (2024-25) on account of fraudulent or corrupt practices or inefficient/ineffective performance/any other grounds - YES/NO

14. Whether the bidder inspected the site. If so, date and time of inspection of site: YES/NO

15. Proof of experience in building Power Transmission Shaft & with Cupro-Nickel works YES/NO (Work Order / Work Completion Certificate in related field):

16. Whether meeting the standards and specifications as per drawings YES/NO (Undertaking on the letterheads):

17. Bank Account Details:

- a) Account Number:
- b) Name of the Bank:
- c) Branch:
- d) IFS Code:
- e) Name of the Account Holder:

**DECLARATION**

1. I \_\_\_\_\_ signatory of the organization -----  
----- (name of the organization) is competent to sign this  
declaration and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender  
and undertake to abide by them if the contract is awarded.

3. The information/documents furnished along with the above application are true  
/ authentic to the best of my knowledge and belief. I/We am/are well aware of the fact  
that furnishing of any false information/fabricated document would lead to rejection of my  
tender at any stage besides liabilities towards prosecution under appropriate law.

Date  
Place

Signature of authorized person with seal.

Full Name \_\_\_\_\_

Designation: \_\_\_\_\_

**DECLARATION REGARDING BLACKLISTING / DEBARRING**

1) I / We, -----Proprietor / Partner (s)/ Director (s) of M/s -  
----- (Name of the  
organization) do, hereby, declare that the firm / company/organization/ agency namely M/s  
\_\_\_\_\_ has not been blacklisted or debarred in the past  
five financial years or during the tenure of current financial year by any other Government  
organization/banks/public sector undertakings from taking part in their Bids.

**OR**

2) I / We, ----- Proprietor / Partner (s)/ Director (s) of M/s  
----- (Name of the  
Organization) do, hereby, declare that the firm / company/organization/ agency namely M/s  
\_\_\_\_\_ was blacklisted or debarred by  
\_\_\_\_\_ (Name of Govt.  
Dept./organization/banks/public sector undertakings) from taking part in their Bids for a  
period of \_\_\_\_\_ years with effect from \_\_\_\_\_. The period is over on  
\_\_\_\_\_ and now the firm/ company/organization/ agency is entitled to take  
part in their Bids.

I / We are fully aware that the bid/ contract will be rejected/ cancelled by Indian Maritime  
University – Kolkata Campus and Performance Security Deposit shall be forfeited if the  
above information is found false.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date:  
Place:

Capacity in which signed -----

Seal of the firm to be affixed

**FORM OF BANK GUARANTEE**

Bank Guarantee No: \_\_\_\_\_ Date: \_\_\_\_\_ Valid up to \_\_\_\_\_

To

The Director,

Indian Maritime University,  
P-19, Taratala Road,  
Kolkata – 700088.

Sir,

In consideration of Indian Maritime University Kolkata Campus, P-19, Taratala Road, Kolkata – 700088, West Bengal (hereinafter referred to as “IMU KC”) which expression shall mean and include its successors and assignees and having an Order

No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called “The Contract”) which expression shall include all the amendments thereto with \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ (hereinafter referred to as “The Supplier”), which expression shall unless repugnant to the context or meaning thereof, shall include all its successors, administrators, executors and assignees and IMU KC , having agreed that the Supplier shall furnish the IMU KC, a Bank Guarantee for of \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as per the terms of Tender document No \_\_\_\_\_ dated \_\_\_\_\_ and Order dated \_\_\_\_\_.

We, \_\_\_\_\_ registered under the laws of India having its registered / head office at \_\_\_\_\_, (hereinafter referred to as the Bank) which expression shall unless repugnant to the context of meaning thereof, include all its successors, administrators, executors and permitted assignees do hereby guarantee and undertake to pay immediately on first demand in writing and any/all monies to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) without any demur, reservation, contest or protest and/or without any reference to the Supplier. Any such demand made by the IMU KC, on the Bank by serving return notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute pending before any Court, Tribunal, Arbitrators or any other Authority and/or any other matter or things whatsoever, as liability under these presents being absolute and unequivocal. We agree that Guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by IMU KC, in writing. This guarantee shall not be determined, discharged or affected by liquidation, winding up, dissolution or insolvency of the Supplier and shall remain valid, binding and operating against the Bank.

The Bank also agrees that IMU KC, of its option shall be entitled to enforce this Guarantee against the bank as a principal debtor, in the first instance, without proceeding against the Supplier and notwithstanding any security or other guarantee that IMU KC may have in relation to the Supplier’s liabilities.



The Bank, further agrees that IMU KC, shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extent time of performance by the said Supplier from time to time or to postpone for any time or from time to time exercise of any of the powers vested in IMU KC, against the said the Supplier and forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Supplier or for any forbearance, act or omission on the part of IMU KC , or any indulgence by IMU KC , to the said Supplier or any such matter or thing whatsoever which under the laws relating to the sureties would, but for this provision have effect of so relieving us.

The Bank further agrees that the guarantee herein contained shall remain in full force until \_\_\_\_\_ and all dues of IMU KC, under or by virtue of this contract have been fully paid and its claim satisfied or discharged or till IMU KC, discharges the guarantee in writing, whichever is earlier.

This guarantee shall not be discharged by any change in our constitution, in the constitution of IMU KC, of that of the Supplier.

The Bank confirms that this Guarantee has been issued with observance of the appropriate laws of the country of issue.

The Bank also agrees that this Guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Court of the place from where tenders have been invited.

We further agree that as between us and IMU KC, for the purpose of this Guarantee any notice given to us by IMU KC, that the money is payable by the Supplier and any amount claimed in such notice by IMU KC, shall be conclusive and binding on us notwithstanding any difference between IMU KC, and the Supplier or any dispute pending before any Court, Tribunal Arbitrator or any other authority. We further agree that this Guarantee shall not be affected by any change in our constitution or that of Supplier. We also undertake not to revoke this Guarantee during its currency.

Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) and Guarantee shall remain in force until \_\_\_\_\_.

We must receive any claim under this Guarantee before the expiry of this Bank Guarantee. If we have received no such claim by the said date, the rights of IMU KC, under this Guarantee will cease.

However, if such a claim has been received by us within the said date, all the IMU KC's right under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness where of, the Bank through its authorized officer has set its hand and stamp on this \_\_\_\_\_ Day of \_\_\_\_\_ 2025 at \_\_\_\_\_.

Date:

Authorized Signatory of the bank  
(With Bank Seal)

Place:

Witness No.1

Witness No.2

**INTEGRITY PACT**  
**Annexure A**  
**(Refers to IMU-HQ Procurement Circular 01/2022)**

**PRE-CONTRACT INTEGRITY PACT**

PRE-CONTRACT INTEGRITY PACT BETWEEN INDIAN MARITIME UNIVERSITY, a Central University, under the Government of India, 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 [Campus Director] of Indian Maritime University, (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assignees) of the First Part and M/S \_\_\_\_\_, represented by Shri. \_\_\_\_\_, \_\_\_\_\_ (Designation) (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure \_\_\_\_\_ (**name of the Stores/ Equipment/ Item/Service**) and the BIDDER/ Seller is willing to offer/ has offered the stores/ Service and

WHEREAS the BIDDER is a \_\_\_\_\_ (private company/ public company/ Government undertaking/partnership/ registered export agency), constituted in accordance with the relevant law in the matter and the BUYER is a Central University, under the Government 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 BUYER to obtain the desired said stores/equipment/service 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 BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

**1. 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, organisation 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 any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

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

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **3. Commitments of BIDDER**

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

3.1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, 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 BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3. \* BIDDER shall disclose the name and address of agents and representatives and Indian BIDDER shall disclose their foreign principals or associates.

3.4. \* BIDDER 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 stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or Unofficially to the award of the contract to the BIDDER nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such Payments.

3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means or illegal activities.

3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

3.12. If the BIDDER or any employee of the BIDDER or any 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 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 2 (77) of the Companies Act, 2013.

3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### **4. Previous Transgression**

4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before the 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 an 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 a commercial bid, the BIDDER shall deposit an amount \_\_\_\_\_ as specified in the RFP as Earnest Money / Security Deposit, with the BUYER through any of the following instruments:

(i) Bank Draft or a Pay Order **in favour of Indian Maritime University Kolkata Campus, payable at Kolkata**

(ii) A confirmed guarantee 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 reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument, as stated in the RFP.

5.2. The Earnest Money / Security Deposit shall be valid up to a period of five years or till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including the 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 forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanctions 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. Sanctions for Violations**

6.1. Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or anyone 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 Deposit (in pre-contract stage) and / or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the UBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

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

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

(vii) To debar the BIDDER from participating in future bidding processes of the Indian Maritime University 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 the BIDDER to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with 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 a sanction for violation of this Pact.

6.2. The BUYER will be entitled to take all or any of the actions mentioned at para (i) to (x) of this Pact also on the Commission by the BIDDER or anyone 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/services/systems or sub systems 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/services/systems or sub system was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the Contract has already been concluded.

## **8. Independent Monitors**

8.1. There shall be Independent Monitors (hereinafter referred to as Monitors) appointed by the BUYER for this Pact in consultation with the Central Vigilance Commission. IMU has appointed the following two Independent External Monitors (IEM) as per the Recommendation of the CVC; their details are given below:

1. Shri Sarvagya Kumar Srivastava, CES (Retd)  
370, Aslad Village Complex,  
Sirlfort, New Delhi - 110049  
Mob. No.: 9810704614  
Email ID: [sarvagyas@hotmail.com](mailto:sarvagyas@hotmail.com)
  
2. Shri Ganesh Vishwakarma  
EX-Director (Projects & Business Planning), SAIL  
B-247, Asian Games Village,  
New Deihl - 110049  
Mob. No.: 9821399005  
Email ID: [ganeshvjshwakar@yahoo.com](mailto:ganeshvjshwakar@yahoo.com)

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 parties accept that the Monitors have the right to access all the documents relating to the project/procurement/contract, including minutes of meetings.

8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. 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 Vice Chancellor, Indian Maritime University, 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 the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, 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:  
[Registrar/ Campus Director]  
Indian Maritime University  
(Kolkata Campus)

**Witness**

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

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

**BIDDER**

Name of the Officer:  
Chief Executive Officer or equivalent.

**Witness**

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

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



**PROFORMA FOR PRICE REASONABILITY CERTIFICATE**  
**(Company's/Firm Letterhead)**  
**PRICE REASONABILITY CERTIFICATE**  
**[To be uploaded]**

It is certified that the rates quoted against Enquiry No. IMU-KC/PUR/OFFLINE/12/Shaft/24-25 dated 22.01.2025 for the supply and fabrication of shaft and its liners with coupling fixtures, aligning in place, commissioning and testing for a project as per design for IMU-KC vide our Quotation No. ....dated ..... for (Currency/Value) .....addressed to Indian Maritime University – Kolkata Campus (IMU-KC), located at P-19, Taratala Road, Kolkata – 700088 are exclusively for Government Institutions and are not more than as charged to other Government /PSU/Autonomous Body/Statutory Organization/Universities for same supplies made in recent past.

We would like to certify that the quoted price is the minimum and neither we have quoted the same item on lesser rates than those being offered to IMU Kolkata Campus, to any other customer for same made in recent past, and nor we will do so till the validity of offer or execution of Purchase/Work order, whichever is later.

If these rates are approved by the Director, IMU Kolkata Campus and if at any stage the quoted rates are found higher than the rates applicable to Government /PSU/Autonomous Body/Statutory Organization/Universities, then in such condition IMU Kolkata Campus will have the right to cancel the approved rates/Purchase/Work order and to take legal action against the bidder.

Yours faithfully,

(Signature with date)

Name:

Designation:

Seal:

Duly authorized to sign tender/enquiry for and on behalf of: