

**PERMANENT MISSION OF INDIA
GENEVA**

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No. GEN/PMI/872/01/2023

Dated: 05 Aug 2025

Tender for Annual Maintenance Contract of Heating, Ventilation and Air Conditioning (HVAC-Software Management) system in Permanent Mission of India, Avenue Appia 21, 1292 Chambésy, Geneva

1. The Permanent Mission of India, Avenue Appia 21, 1292 Chambésy, Geneva (hereinafter referred to as the 'Mission') invites sealed quotations from registered companies in Geneva for Annual Maintenance Contract of Heating, Ventilation and Air Conditioning (HVAC-Software Management) system in the Mission.
2. The broad scope of work includes undertaking, for a period of one year, extendable for two more years on same terms and conditions, from date of award of contract, the maintenance of the Heating, Ventilation and Air Conditioning (HVAC-Software Management) system installed in the Mission, including but not limited to proper functioning and regular inspection of Heating, Ventilation and Air Conditioning (HVAC-Software Management) system
3. The interested bidders must fulfill the following conditions:
 - (a) The company must be registered Switzerland
 - (b) The company must have its own establishment comprising of all necessary manpower and equipment required to carry out the work.
 - (c) The company must have a minimum experience of three years in similar work
 - (d) The company must have a turnover of minimum CHF 75,000/- during the previous three years.
4. The bid documents would comprise of the following:
 - (a) **Technical Bid** containing information prescribed in **Annexure-I** and submitted in a sealed envelope titled 'Technical bid for Annual Maintenance Contract of Heating, Ventilation and Air Conditioning (HVAC-Software Management) system in Permanent Mission of India, Avenue Appia 21, 1292 Chambésy, Geneva'
 - (b) **Financial Bid** containing information prescribed in **Annexure-II** and submitted in a sealed envelope titled 'Financial bid for Annual Maintenance Contract of Heating, Ventilation and Air Conditioning (HVAC-Software Management) system in Permanent Mission of India, Avenue Appia 21, 1292 Chambésy, Geneva'
5. 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.
6. The bidders must quote a lumpsum price inclusive of all services, personnel, material, transportation and other involved costs, but exclusive of TVA. The Mission reserves the right to reject any or all quotations without assigning any reasons thereof; and no

inquiries in this regard would be entertained. The decision of the Mission would be final and binding on both parties in case of any disagreement.

7. The bids would be processed as per the following schedule:

Date, Time, and Venue	Process
06 Aug 2025 at 1700 hrs	Date of Publishing of Bids
06 Aug 2025 at 1700 hrs	Date of Receiving of Bids (Start)
27 Aug 2025 at 1700 hrs	Bid submission closing Date & Time
28 Aug 2025 at 1100 hrs	Technical Bids Opening Date & Time
29 Aug 2025 at 1100 hrs	Financial Bids Opening Date & Time
01 Sept 2025 at 1100 hrs	Award of Tender

8. The terms and conditions of the contract are as follow:

- (a) The company shall assign representatives for periodic checks of all elements of all the Heating, Ventilation and Air Conditioning (HVAC-Software Management) system installed in the Mission. The company must provide a detailed report after every such visit and all components requiring repair/replacement must be promptly attended to after consultation with the Mission.
- (b) The contract will be valid for a period of one year with a possibility to extend the Contract on same terms and conditions for a period of another two years depending upon satisfactory performance by the service provider.
- (c) The Mission would not accept any increase in the quoted price under any circumstances.
- (d) The company must obtain any required permission(s) from concerned authorities for execution of all the work under the Contact.
- (e) The company is liable for all the insurance, damage, theft, or loss of goods besides any damage caused to the property of the Mission during the execution of the work.
- (f) The company is responsible for the remuneration, insurance, safety and conduct of its staff assigned to the work and the Mission will not be involved or made party in any dispute of any nature arising between the company and its staff.

9. 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.

10. 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.

11. Interested bidders may obtain clarifications regarding the tender from Mr. Tushar Lakra, Attaché at 022-7170630 (email id tushar.lakra@mea.gov.in); or Mr. Aman Arora at 022-7170635 (email id admn2.genevapmi@mea.gov.in)

12. The submission of bid does not place the Mission under any obligation to award the contract to the bidder, and therefore the Mission is not liable for any expense(s) incurred by the bidder in this connection. All interested bidders are requested to understand all terms and conditions of the contract before submitting their bids.

-sd/-

(Amit Kumar)

Head of Chancery

Permanent Mission of India, Geneva

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Instructions to Bidders

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.

2. 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.

3. Bidders are required to quote Lumpsum prices on "Form of Tender".

4. 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.

5. 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.

6. The Tender Price/amount shall be submitted according to the "Form of Tender", 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 authorised 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. 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 final price quoted on Form of Tender shall be considered for comparison of tenders and decision on tender. The rates shall be adjusted in the ratio to match with quoted final price on the Form of Tender.

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

Envelope "A" Technical Tender Documents

Envelope "B" Financial Tender Document

And other enclosures as required in the tender.

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., "Annual Maintenance Contract for Heating, Ventilation Air Conditioning system (HVAC)- Software management at Chancery of 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 authorised 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 only shall then be opened at a notified time, date and place in presence of Bidders or their representatives.

8. 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.

9. The acceptance of the Tender shall be conditional and not finally binding upon the PMI until the Bank Guarantee and the Performance Bond have been duly provided 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 to provide the Bank Guarantee and the Performance Bond, within 15 days 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.

10. 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,
21 Avenue Appia, Geneva,
Switzerland.
Email: hoc.genevapmi@mea.gov.in
Telephone: 022-717 0638**

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

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

12. 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.

13. 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.

14. The attention of Bidders is drawn in compliance with laws and regulations concerning safety and health, labour regulations, social insurance, labour taxes, tax deduction, import restrictions duties and levies, company's tax, input tax and output tax etc. All rates and sum inserted against items of works shall be exclusive of Value Added Tax (TVA).

15. The Bidder must read carefully all the Tender Documents, Specifications, and scope of work etc. The quoted tender price should be inclusive and complete in all respects as per the standards of the Permanent Mission of India, Geneva. 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. Scope of Work includes but not limited to the following:

- To ensure optimal and efficient running of the lifts.
- To ensure regular and preventive maintenance is carried out.
- To ensure that minor repairs and maintenance are carried out.

18. 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.

(j) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause.

(k) with any entity in any country during the last three years or of being debarred by any other procuring entity.

EVALUATION CRITERIA FOR ELIGIBILITY

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

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

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. This should be supported by audited balance sheets and profit and loss accounts.

b) Name and address of the banker's identification or individuals familiar with the applicant's financial standing and banker's statement on availability of credit. Bank Certification of Financial Resources.

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.

b) List of the projects under execution or awarded.

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.

7. Value Added Tax (TVA):

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

8. Integrity Pact:

Integrity Pact should be signed and submitted in Annexure III.

Annexure-I

Technical bid for Annual Maintenance Contract of Heating, Ventilation Air Conditioning system (HVAC)- Software management system in Permanent Mission of India, Avenue Appia 21, 1292 Chambésy, Geneva

Name of company	
Address of company	
Phone and e-Mail address of company	
Registration details of company	Please enclose copy of certificate
TVA details of company	Please enclose copy of certificate
Undertaking that company has its own establishment comprising of all necessary manpower and equipment required to carry out the work.	Please enclose
Undertaking that company has minimum experience of three years in similar work	Please enclose
Undertaking turnover of minimum CHF 75,000/- during the previous three years.	Please enclose

Signature of company representative

Name and designation of company representative

Official seal/stamp of company

Annexure-II

Financial bid for Annual Maintenance Contract of Heating, Ventilation Air Conditioning system (HVAC)- Software management system in Permanent Mission of India, Avenue Appia 21, 1292 Chambésy, Geneva

Name of company	
Address of company	
Phone and e-Mail address of company	
Price in CHF excluding TVA	

Signature of company representative

Name and designation of company representative

Official seal/stamp of company

Annexure-III

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

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 Mr./Ms. _____, (designation of the officer) 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. _____ (Name & Designation 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 Annual Maintenance Contract for various maintenance related services at Chancery of 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 Annual Maintenance Contract for various maintenance related services at Chancery of Permanent Mission of India, 21 Avenue Appia, Chambesy 1292 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, 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 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) Integrity Pact Security Deposit (in pre- contract stage) and/or Performance Security (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PMI and the PMI 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 PMI, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the PMI in connection with any other contract for any other stores/projects, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

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

(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 PMI.

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

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

(x) Forfeiture of Performance Security in case of a decision by the PMI to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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.