

(Price: Rs. 500/-)

TENDER FOR
SUPPLY OF DIODE ARRAY SPECTROPHOTOMETER
AT
ARID FOREST RESEARCH INSTITUTE,
JODHPUR

Last Date & Time of Submission of Tender : 18-09-2014 at 3.00 PM

Date & Time of Opening of the Tender : 18-09-2014 after 4.00 PM

Arid Forest Research Institute
P.O.: Krishi Upaz Mandi, Bhagat Ki Kothi
New Pali Road, Jodhpur 342 005 (Rajasthan)

(Forwarding letter for supply of Tender form to Applicants by post)

Arid Forest Research Institute

P.O.: Basni Krishi Mandi,
New Pali Road Jodhpur 342 005 (Rajasthan)

No. / AFRI /Pur/FGTB/6.1.17/2014-15

Dated: , 2014

To,

M/s _____

Sub: Tender for supply of DIODE ARRAY SPECTROPHOTOMETER at AFRI,
Jodhpur - reg.

Last Date & Time of Submission of Tender	: 18-09-2014 at 3.00 PM
Date & Time of Opening of the Tender	: 18-09-2014 after 4.00 PM

Dear Sir,

With reference to your application dated _____ and tender fee of Rs.500/- (Rupees Five Hundred Only) deposited vide Cash Receipt No. _____ dated _____, please find enclosed herewith a copy of Tender Document for necessary action from your end. You are requested to submit tender complete in all respect after going through all the terms and conditions of the Tender Document.

Yours faithfully

Encls:- As above.

Purchase Officer,
AFRI, Jodhpur.

FORWARDING LETTER
(To be filled in by the tendering Party)

To,

The Director,
Arid Forest Research Institute,
P.O. : Krishi Upaz Mandi, Bhagat Ki Kothi,
New Pali Road,
Jodhpur – 342 005 (Rajasthan)

Sub: Tender for supply of DIODE ARRAY SPECTROPHOTOMETER at AFRI,
Jodhpur - reg.

Ref: Your Tender Notice dated

Sir,

We are submitting herewith our tender for **supply of DIODE ARRAY SPECTROPHOTOMETER** at Arid Forest Research Institute (AFRI), Jodhpur as specified in the tender document. We have read and understood all the terms and conditions as specified in the tender. We hereby agree to abide by these terms and conditions.

We are endorsing a receipt No. _____ dated _____ as a proof of having purchased the non-transferable tender form.

We are submitting our rates for the following item(s) of Material/work-

S. N.	Name of equipment	Make/ Model	Rates Quoted (Rs)
1.	Supply of DIODE ARRAY SPECTROPHOTOMETER		

Accordingly, we are enclosing herewith our EMD in the form of Bank Draft number _____ dated _____ for Rs. _____ Payable to the Director, Arid Forest Research Institute, Jodhpur at Jodhpur.

All pages of the tender document along with the ‘Terms and Conditions’ contained herewith have been duly signed.

Yours sincerely,
Stamps and Signature of the authorized signatory

ARID FOREST RESEARCH INSTITUTE, JODHPUR
TENDER FORM – 'A'

1.	Tenderer's Name & Address (IN BLOCK LETTERS)	
2	C.S.T. / R.S.T./TIN No.	

3. Specification and Details:- Please refer to Appendix -I on Next page

In words Rupees. _____

Tenderer's Signature with date & Seal

F.O.R.: Arid Forest Research Institute, Jodhpur- 342 005 (Rajasthan).

(a) Whether It will be possible to supply the item with exemption of excise duty yes/No

(b) Custom duty: as applicable to the research Institutes: Yes/ No

4. Details of Earnest Money (EMD):

Amount Rs. _____ Bank Draft/ Bankers Cheque No. : _____

Name of Bank _____ dated : _____

I accept the terms and conditions given in the tender form.

Date : _____

Place : _____

Tenderer's Signature with date & Seal

Diode Array Spectrophotometer (Detailed Specifications)

Parameter	Technical Specification
Light Source:	Xenon flash lamp
Detector (Light receiver):	2048 element CMOS/CCD Photo-diode array
Wavelength range:	At least 220 nm to 830 nm or higher with one nm increment (scan). Higher (wider) wavelength range will be preferred.
Spectral resolution:	≤ 1.8 nm
Wavelength accuracy:	± 1 nm
Operating power consumption:	Not more than 30 W
Measurement Modules:	<p>Two measurement modules must be available on system side-by-side i.e., Cuvette module (with temperature control and stirrer) as well as micro-volume measurement module.</p> <ol style="list-style-type: none"> 1. Cuvette Module specs and features: <ul style="list-style-type: none"> • Z-Height: 8.5 mm • Heating: 30 °C – 40 °C (± 0.5 °C) in intervals of 1 °C • Stirring speed: 0 rpm, 50 or 1000 rpm • Optical path length: 10 mm, 5 mm, 2 mm, 1 mm • Lower detection Limit: 0.4 ng/ μL (dsDNA) • Upper detection Limit: 750 ng/L (dsDNA) 2. Microvolume measurement module specs and features: <ul style="list-style-type: none"> • Minimum sample size: 1μl • Optical path length: 1 mm, 0.2 mm, 0.1 mm, 0.05mm • Absorbance range: 0.02 - 300 (10 mm equivalent Absorption) • Reproducibility: 0.002 • Absorbance accuracy: ± 3% (at 0.76 Abs at 350 nm) • Measurement range (dsDNA): 2 ng/μL – 15000 ng/μL • Measurement range (Bradford): 15 ng/mL – 8000 ng/mL • Measurement range (BSA): 100 μg/mL – 400 mg/mL
Pre-programmed software module	<p>Preconfigured software modules (on a connected PC) for automated data analysis for different applications as follows:</p> <ul style="list-style-type: none"> • Concentration and purity of RNA and DNA. Should have a dsDNA detection range from as low as 2 ng/L to 15μg/L • Concentration and purity of oligonucleotides and probes • Protein measurements (A280, Bradford, Lowry, BCA, Pierce 660) • Determination of labeling efficiencies (as in microarray experiments) • Colorimetric assays on enzymatic activities • Cell density measurements <p>The software should have capability for Auto-Start function while measuring along with automated data analysis on user-defined purity settings</p> <p>The software pack should have license to be installed on different PCs. The software should have compatibilities with Windows XP/Vista/7/8 or above</p>

Accessories:	<ol style="list-style-type: none"> 1. The system should be supplied with a portable computer having system software as mentioned above for operating the diode-array spectrophotometer. The computer should have Core i5 (4th Gen) processor, 4 GB RAM, 1TB HDD, USB and HDMI ports, WiFi, Screen Size:14.1 inch with resolution of 1366 x 768 pixel TFT Colour Display and other latest configurations and Windows 8.1 OS 2. Pair of UV transparent cuvettes compatible with Cuvette Module
Important remarks	<ol style="list-style-type: none"> 1. The equipment quoted should have quality control certification support from manufacturer (Like ISO/CE/GMP/etc) 2. One year on-site warranty and efficient after sales service 3. Free installation and demonstration by qualified company engineer

Tenderer's Signature with date & Seal

TERMS AND CONDITIONS

1. Obtaining of Tender Form

- (a) Tender form along with detailed specifications may be obtained from the Purchase Officer, Arid Forest Research Institute, P.O. : Krishi Upaz Mandi, Bhagat ki Kothi, New Pali Road, Jodhpur – 342 005 on payment of Rs.500/- either in cash or by crossed Bank Draft / crossed Indian Postal Order payable to the Director, Arid Forest Research Institute, Jodhpur. In case of request to supply tender form by post additional Rs. 50/- may be provided as postal charges. Fee of tender form is not refundable.
- (b) Last date for Sale of tender form : **18-09-2014 to 3.00 P.M.**
- (c) Last date and time for receipt of completed tenders : **18-09-2014 up to 4.00 PM (Till opening the tender)**
- (d) Opening of Tender : **Same day**
- (e) **AFRI shall not be responsible for any postal delays, whether in sending tender through post or courier. No plea for tender reaching late due to accident, traffic jam etc. shall be entertained.**

2. Submission of Tender

- (a) The complete tender should reach the office of the Director, Arid Forest Research Institute, Jodhpur within the due time and date prescribed. We shall not be responsible for any postal or courier delays. Tenders received after the due time and date shall not be accepted or entertained because the tender box shall be closed and sealed immediately after due time on the due date. No plea for delay of a minute or two shall not be entertained. Tendering parties are, therefore, advised to deposit their tenders well before closing time.
- (b) Complete tenders shall contain following documents:
- Dully filled in tender booklet
 - EMD in form of bank draft only
 - The documents of this tender
 - Receipt of foil issued by this office as proof of having purchased the tender document booklet and
 - A covering letter on tendering parties authorized letterhead with their complete address together with telephone and fax numbers.
 - Documentary proof in support of the claim of the execution of similar works in the past.
- (c) All these should be secured fully and put into a sufficiently large envelope. The envelope be sealed and super-scribed with,

“Tender for supply of DIODE ARRAY SPECTROPHOTOMETER to be opened on 18-09-2014”

- (d) The envelop containing the completed tender should be addressed to, The Director, Arid Forest Research Institute, P.O.: Krishi Upaj Mandi, Bhagat ki Kothi, New Pali Road, Jodhpur 342 005.

3. Qualification for Tendering:

Firms having certificate for supply of such items/equipments may submit the tender. Necessary documentary proof in support of the supply of such items/ equipments in the past shall be enclosed with the tender document.

4. Earnest Money Deposit:

- (a) Tenders shall be accompanied with refundable Earnest Money Deposit (EMD) @ 02% of Quoted value in the form of a Bank Draft or pay order payable to the Director, Arid Forest Research Institute, Jodhpur at any scheduled bank located at Jodhpur.
- (b) In case firm/supplier quotes rates for more than one item, EMD should be submitted separately for each item.
- (c) On finalization of the tender EMD submitted by all unsuccessful Tenders shall be returned forthwith.
- (d) In case the value of goods up to Rs. 50,000/- the EMD of successful bidder will be returned to him after completion of one year or warranty period, whichever become later. No interest is payable on EMD.
- (e) Successful bidder has to deposit 05% amount of order cost as Performance Security in the form of Demand Draft payable to Director, Arid Forest Research Institute, Jodhpur for goods costing above Rs. 50,000/-, which will be returned to him after completion of one year or warranty period, whichever become later. No interest is payable on Performance Security. Earnest money can be adjusted as Performance Security on request of the bidder.

5. Opening of Tenders

- (a) Tenders shall be opened in the office of the Director, AFRI, Jodhpur after 4.00 PM on 18-09-2014.
- (b) Tenders shall be opened in the presence of the representatives of the tendering parties, who wish to remain present.
- (c) Tenders shall be read out one by one. Polite queries about rates etc. can be re-read on request. Parties are however to desist from making any comments.
- (d) Representatives of tendering parties are requested to be available at Jodhpur for any clarification that may be necessary eventually.

6. Director, AFRI reserves the right to:

- i. Accept or reject a whole or any part of any offer,
- ii. Reject all or any offer partly or wholly,
- iii. Cancel or withdraw the tender notice,
- iv. Reject or accept any tender or part thereof,
- v. Accept or reject any deviation from these conditions without assigning any reason.

7. Procedure for filling in the Tender Form:

- (a) Tender should be neatly typed or hand written. Rates for supply of the item/equipment at Arid Forest Research Institute, Jodhpur shall be quoted at the designated places at page No. 4 of the tender document. Summary of the rates shall be mentioned at page No. 3 also. Overwriting in tender is strictly forbidden, and tenders containing doubt figures will be rejected. Cutting and corrections in the tender should be attested by the tenderer with date and full signature. Tender must be submitted in prescribed forms failing which they are liable to be rejected.
- (b) Tender submitted on plain paper or unauthorized copies of our tender document booklet will be invalid and shall be summarily rejected.
NB: Quoting / quoting options on a photocopy of the tender form are also not allowed. The tendering parties risk disqualification and forfeiture of the EMD if this condition is violated.
- (c) Any tender that fall short of these specifications shall be rejected summarily.

8. Validity of Offer

- (a) Offer(s) made in the tender shall have to be valid for acceptance for a period of six months from the date of the opening of Tender.
 - (b) Any unsolicited correspondence after the last date and time for receipt of tenders is liable to render the tender/ offer as invalid. Tendering parties are, therefore, advised in their own interest, to desist from filling any uninvited correspondence after the notified time.
 - (c) Tender Document booklet is non-transferable. Parties purchasing one tender Document Booklet should be the same as the ones filling a completed tender or making the offer.
 - (d) All offers have to be made clearly in English or Hindi. There should be no cuttings. If a striking out is resorted to, it should be duly signed.
 - (e) No alterations or amendments shall be allowed after opening of the tenders.
 - (f) Offers submitted by telex, telegram or fax shall not be considered.
 - (g) For a tender to be valid, the individuals signing the tender document must specify whether they are signing as a sole proprietor/manufacturers/partners/ attorney (with proof provided) or as authorized dealers /representative (with proof provided). Tenders not accompanied with letters of authority, in cases required, are liable to be rejected.
9. Execution of the supply by the successful tenders:
- (a) On receipt of the supply order, the party (firms) has to supply the item/equipment within the time stipulated in the order otherwise EMD will be forfeited and firm can be blacklisted.
 - (b) Payment shall be made only after satisfactory installation of the supplied item/equipment.
 - (c) The AFRI reserves the right to place the order on any tender in whole or in part, so also split the order between one or more than one tenders.
10. The item/equipment must be executed as per specification mentioned in tender form as well as in the supply order. The Director, AFRI reserves the right of non-acceptance of items, which are not found as per specifications. The parts fitted in equipment/instrument will be new one.
11. It is understood that the tender document has been issued to the tender and tenders is being permitted to tender, in consideration of the stipulation on his part that after submitting his tender, he will not resale from his offer or modify the terms or condition thereof. If the tender fail to observe and comply with his offer, EMD submitted by him shall be forfeited to the Arid Forest research Institute, Jodhpur.
12. In the event of the space on the schedule form being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consequently, bearing the tender number and be fully signed by the tenderer. In such cases reference to the additional pages should be added in the tender form.
13. Individual, who is signing the tender and other documents connected with a tender must specify whether he signs as-
- i. A sole proprietor of the firm or a constituted attorney of such sole proprietor.
 - ii. A partner of the of the firm if it be a partnership, in which case he must have authority to refer to arbitration on dispute concerning the business of the partnership either by virtue the partnership agreement or a power of attorney.
 - iii. Constituted attorney of the firm if it is a company.
- N.B.I: Power of Attorney, in either case attached by a Notary Public should be furnished unless the same has been previously furnished to Arid Forest Research Institute as affidavit on stamped papers of

all the partners admitting execution of the partnership agreement of the general power of attorney should be furnished.

- iv. In cases of partnership firms, where no authority to refer dispute concerning the business of the partnership has been confirmed on any partner, the tender and all other related documents must be signed by each partner of the firm.
 - v. A person signing the tender form or any document forming part of the contract on behalf of another shall be deemed to warranty that he has authority to do so.
14. Tenders are at liberty to be present or authorize a representative to be present at the opening of the tender on 18-09-2014 after 4.00 PM. The name and address of the representative who would be attending the opening of the tenders on your behalf shall be indicated in your tender. Please also state the name and address of your permanent representative, if any.
 15. The percentage of reduction on higher demand should also be quoted so that an order to that extent can be placed with the tenderer.
 16. Tenderer should specify the dates by which he can guarantee for the supply of the item as specified in the tender.
 17. After receiving the order of the institute for supply of the item/equipment, a letter of acceptance of the supply of the item/equipment within the stipulated period shall be communicated immediately telegraphically and with a formal letter of acceptance. In absence of confirmation tender may be given to next party.
 18. The AFRI reserves the right to place order on the successful tender for an additional quantity of similar item/equipment at the rates quoted. Tenderer(s) are bound to accept order for additional quantity under this clause only if the order is placed within six month from the date of issue of first supply order.
 19. Bank commission charged for demand draft will be borne by the respective firm/firms and the same amount will be deducted from their payment.
 20. In case the tenderer(s) fail to intimate the supply date within seven days from the receipt of the supply order, he shall be deemed to have agreed to supply the stores within work completion date stipulated therein, time being, the essence of this offer. His failure to deliver the stores within the stipulated period shall entitle the competent authority to get the item/equipment supplied from next higher bidder and recover the difference of cost from defaulter.
 21. In case the supply order is not executed within the validity period and it appears that unnecessary delays are made on the part of the supplier, the Director, AFRI will be at liberty to impose penalty up to 10% of the cost of the supply order and deduct the amount of penalty from the bill.
 22. The documentary evidences/certificates of the successful completion report from various Government departments and private firms of repute should be enclosed with the tender form.
 23. In case of the forgery and/or execution of substandard quality work appropriate action may be taken against the firm and firm can be blacklisted.
 24. Failure to supply the item/equipment within the stipulated period shall result in automatic cancellation of the order unless extended by the Director, AFRI, Jodhpur.
 25. Extension of date of the supply can be granted in deserving cases without imposing any penalty. The decision based on valid evidence shall be taken on merits of the case.
 26. In case of breach of any terms and conditions stated above by the contractor, the Director, AFRI, Jodhpur is empowered to impose penalty and/or blacklist the firm and/or forfeit the earnest money.
 27. In case item/equipment is related with foreign money exchange, the same should be mentioned clearly in the tender.

- 28. All pages of the tender documents together with the copy of 'Terms and condition' contained in the tender booklet must be signed by the tenderer. Otherwise tender will be rejected.
- 29. Acceptance signing of the tender form and the detailed terms and conditions shall be deemed as the final acceptance of these terms and conditions.
- 30. Tenderer must fill and submit the Integrity Pact attached with the Tender Document as Annexure-II.
- 31. **Acceptance signing of the tender form and the detailed terms and conditions shall be deemed as the final acceptance of these terms and conditions.**

Director,
Arid Forest Research Institute,
Jodhpur- 342 005 (Rajasthan).

CERTIFICATE OF ACCEPTANCE OF THE TERMS AND CONDITIONS

I/ We have read and fully understood the terms and conditions as laid down above in respect of the tender for supply of **DIODE ARRAY SPECTROPHOTOMETER** at Arid Forest Research Institute, Jodhpur due to be opened on **18-09-2014 after 4.00p.m.**

I / We agree to abide by the same.

I/We have signed all the pages of the tender document booklet as laid down.

Signature and Seal of the
Tendering party or his Authorized Signatory

Dated : _____
Address : _____

Telephone No. : _____

ANNEXURE-IIPRE CONTRACT INTEGRITY PACT

GENERAL

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2014, between, on one hand, the President of India acting through Shri N.K. Vasu, Director, Arid Forest Research Institute, Jodhpur Designation of the _____ officer, Ministry/Department, Government of India (hereinafter called the "BUYER", 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 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 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 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 the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter 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 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.

Common 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 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, organisation 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* 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 defence 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 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 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, 6 of the 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 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 favour of _____
- (ii) A confirmed guarantee by an Indian Nationalised 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 (to be specified in the RFP)

- 5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of 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 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.
- 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 any one 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 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 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 therefore.
 - (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 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 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 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 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 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 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 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 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 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 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
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 supplier.