

**TENDER FOR  
SUPPLY OF ATOMIC ABSORPTION SPECTROMETER (AAS)**

**AT**

**HIMALAYAN FOREST RESEARCH INSTITUTE  
SHIMLA**

**HIMALAYAN FOREST RESEARCH INSTITUTE  
Conifer Campus, Panthaghati,  
Shimla - 171 013 (Himachal Pradesh)**

**FORWARDING LETTER**

(To be filled in by the tendering Party)

To

The Director,  
Himalayan Forest Research Institute,  
Conifer Campus, Panthaghati,  
Shimla - 171013 (H.P.)

Sub: Tender for supply of ATOMIC ABSORPTION SPECTROMETER (AAS) at HFRI, Shimla - reg.

Ref: Your Tender Notice dated

Sir,

We are submitting herewith our tender for supply of Atomic Absorption Spectrometer (AAS) at Himalayan Forest Research Institute (HFRI), Shimla, 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.

Accordingly, we are enclosing herewith our EMD and tender fee in the form of Bank Draft payable to the Director, Himalayan Forest Research Institute at Shimla.

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

Yours sincerely,  
Stamps and Signature of the authorized signatory

**HIMALAYAN FOREST RESEARCH INSTITUTE  
SHIMLA**

**TENDER FORM - 'A'**

|           |   |  |
|-----------|---|--|
| <b>1.</b> | Tenderer's Name & Address<br>(IN BLOCK LETTERS) |  |
| <b>2</b>  | C.ST / R.S.T./TIN No.                           |  |

3. Specification and Details:

**Annexure-I**

4. Time required to supply the item/equipment:

F.O.R.: Himalayan Forest Research Institute, Shimla-171013 (H.P.).

(a) Whether It will be possible to supply the item with exemption of excise duty/  
Custom duty: as applicable to the research Institutes: Yes/ No

5. Details of the Tender Fee

Amount Rs. \_\_\_\_\_ Bank Draft! Bankers Cheque No. : \_

Name of Bank

Dated:

6. 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

Specifications of the Item Required:

| Sl. No. | Particulars/ Specifications of Equipment Required   | Quantity of Purchase |
|---------|---|----------------------|
| 1       | <p><b>Atomic Absorption Spectrometer (AAS):</b><br/>           ATOMIC ABSORPTION SPECTROMETER WITH INTEGRATED GRAPHITE FURNACE</p> <p>The institute is intending to purchase fully <b>Computer Controlled Optical Double Beam Atomic Absorption Spectrometer (AAS)</b> with <b>Integrated Graphite Furnace</b> along-with Auto-sampler, Hydride Vapour Generator and Automatic Dilution System with the following minimum specifications:</p> <p><b>A]. Optics:</b><br/> <b>The Instrument should have;</b></p> <ul style="list-style-type: none"> <li>• Optically double beam with wave length ranging from 185-900nm or better.</li> <li>• High precision minimal optics ensuring maximum light throughout to the computer controlled Czerny Turner/Littrow Monochromator grating with 1800 lines per mm or more.</li> <li>• Automatically selectable slit width with 0.3 to 2.0 nm.</li> <li>• At least six positioned automatic lamp turret with automatic selection of lamp with pre-warm up facility for next lamp and with auto-alignment.</li> <li>• Photo-multiplier tube detector/Solid State Detector.</li> <li>• Hollow cathode lamps single element (Ca; Mg; K; Na; Cu; Mn; Fe; Zn; As; Co; Hg; Ni; Pb alongwith complete lamp history function or Coded Hollow Cathode Lamps</li> <li>• D2 lamp facility and self reversal background correction system fitted as standards.</li> </ul> <p><b>Flame System:</b></p> <ul style="list-style-type: none"> <li>• Corrosion Resistant Pure Titanium Acetylene Burner Head (100mm) with automatic/software controlled horizontal and vertical movements.</li> <li>• Programmable and Computer controlled gas controls both for Acetylene/Nitrous Oxide.</li> <li>• All the methods/ parameters related with lamp selection, calibration, control of flow gases fully automatic preferably through window based software.</li> <li>• Nebulizer: Pt-Ir Capillary, ceramic impact bead capable to handle HF acid.</li> <li>• Gas control system of an instrument must have maximum safety</li> </ul> | 1 No.                |

|  |   |  |
|--|---|--|
|  | <p>features like automatic gas leak check, prevention of wrong burner head use, gas pressure monitor, drained tank level monitor, flame monitor etc so as to have complete and safe operation.</p> <ul style="list-style-type: none"> <li>• Flame Autosampler with capacity of 60 samples</li> </ul> <p><b>C] Vapour Generation Accessories:</b></p> <ul style="list-style-type: none"> <li>• Include automatic continuous hydride vapour generation accessories for analysis of Hg at trace level.</li> </ul> <p><b>D] Automatic Dilution System:</b></p> <ul style="list-style-type: none"> <li>• Must be quoted and supplied with automatic dilution system with dilution and re-analysis for highly concentrated samples.</li> </ul> <p><b>Other Major Requirement:</b></p> <ul style="list-style-type: none"> <li>• AAS should be supplied with integrated built in Graphite Furnace with Auto-sampler. RSD of Furnace Autosampler must be 1% or less. Carry over: Rinse Port less than 0.0001 and mixing port less than 0.00001 or better.</li> <li>• Change over from flame to graphite through software mode.</li> <li>• Temp Range up to 2700 Degree C or better with 10 or more steps, heating control system must have modes like Drying, Ashing, Digital current control with automatic temperature calibration etc</li> </ul> <p><b>Safety Features:</b></p> <ul style="list-style-type: none"> <li>• Automatic gas leak check, Flame monitor, Prevention of wrong burner head, Gas pressure monitor, Automatic flame extinction upon power failure, Over current protection etc</li> </ul> <p><b>Other Accessories:</b></p> <p>Instrument should be supplied with other accessories like;</p> <ul style="list-style-type: none"> <li>• Oil free Air compressor with air filter for moisture, dust etc.</li> <li>• Argon and C<sub>2</sub>H<sub>2</sub> Gas Cylinder with regulator</li> <li>• Branded PC and Printer</li> <li>• Standard solution of hollow cathode lamp</li> <li>• Suitable online UPS</li> <li>• Water re-circulator for Graphite furnace</li> <li>• Fume Hood and exhaust assembly</li> </ul> <p><i>Original and printed catalogues of the Principal Manufacturer must be supplied.</i></p> <p><i>Warranty period Two years which include complete package for maintenance of the equipment.</i></p> <p><i>Besides, there must be proper training for the operation as well as routine maintenance of the complete system.</i></p> |  |
|--|---|--|

**Tenderer's Signature with Date & Seal**

## TERMS AND CONDITIONS

### 1. Obtaining of Tender Form

- a) Online bids are invited on single stage two bid system for the supply and installation of **Atomic Absorption Spectrometer (AAS)** at Himalayan Forest Research Institute, Shimla on the central procurement portal (CPP Portal) of the NIC, Government of India at the CPP Portal; website <http://eprocure.gov.in/eprocure/app>. Manual bids shall not be accepted in any case.
- b) Only bidders registered on CPP Portal i.e. <http://eprocure.gov.in/eprocure/app> can participate in online bidding process. Hence, the prospective bidders should ensure their registration on the CPP Portal. For further reference, bidders can check "Bidders Manual Kit" available at <http://eprocure.gov.in/eprocure/app>
- c) Tender documents may be downloaded from the institute web site <http://hfri.icfre.gov.in> (for reference only) and CPP Portal site <http://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under. No hard copy will be provided to the tenderers from the institute. The tenderer has to submit a tender fee of Rs. 575/- in the form of demand draft or postal order in favour of Director, HFRI and mention the details of the same in the tender form. The tender fee in the form of Demand draft should reach this office before the opening of the tenders as mentioned in the critical date sheet and a scanned copy of the same should be uploaded on the CPP Portal along with the tender. Fee of tender form is non-refundable.

### CRITICAL DATE SHEET

|   |  |
|---|--|
| Published Date                          | 2 <sup>nd</sup> February 2016 (09.30 AM)   |
| Bid Document Download / Sale Start Date | 2 <sup>nd</sup> February 2016 ( 10.00 AM)  |
| Clarification Start Date                | 2 <sup>nd</sup> February 2016 ( 10.00 AM)  |
| Clarification End Date                  | 4 <sup>th</sup> February 2016 ( 05.00 PM)  |
| Pre bid meeting                         | 5 <sup>th</sup> February 2016 ( 11.00 AM)  |
| Bid Submission Start Date               | 8 <sup>th</sup> February 2016 ( 10.00 AM)  |
| Bid Document Download / Sale End Date   | 24 <sup>th</sup> February 2016 ( 03.00 PM) |
| Bid Submission End Date                 | 24 <sup>th</sup> February 2016 ( 05.00 PM) |
| Bid Opening Date                        | 26 <sup>th</sup> February 2016 ( 11.00 AM) |

### 2. Submission of Tender

- a) Bids shall be submitted online only at CPP Portal website: <http://eprocure.gov.in/eprocure/app>

Tenderer/Contractor are advised to follow the instructions provided in the 'Instructions to the Contractors/ Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for *E-Procurement* at <http://eprocure.gov.in/eprocure/app>

- b) Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will (father and his sons) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
- c) Tenderer who has downloaded the tender from the Institute website <http://hfri.icfre.gov.in> or the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded price bid template (BOQ) in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with the institute.
- d) Intending tenderers are advised to visit again at Institute website <http://hfri.icfre.gov.in> and CPP Portal website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.
- e) The complete tender should be uploaded on the CPP Portal before the time and date of bid submission end date mentioned in the critical date sheet. No tender can be uploaded on the CPP Portal after the bid submission end date and time. Tendering parties are, therefore, advised to upload their tenders well before bid submission end date and time.
- f) The tender shall be submitted online in two parts, viz., technical bid and price bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by Telegram/ Fax/ Email shall not be considered. No correspondence will be entertained in this matter.

### 3. Technical Bid

The scanned copy of the following documents must be uploaded by the tenderer along with Technical Bid as per the tender document:

1. Duly filled in tender form along with Pre-integrity pact with signature of the tenderer on every page in PDF format.
2. Signed and scanned copy of appropriate value of valid registration certificate in PDF format.
3. Documentary proof in support of the claim of the execution of similar works in the past in PDF format.
4. Copy of PAN No. in PDF format
5. Signed and Scanned copy of previous three years Income-tax in PDF format
6. Signed and Scanned copy of TIN No. Certificate in PDF format
7. Scanned copy of the EMD Exemption certificate, if applicable to the tenderer in

PDF format

8. Signed and Scanned copy of Tender Fee in PDF format
9. Signed and scanned copy of EMD in PDF format
10. Brochures/ Pamphlets of the Equipment quoted in PDF format
11. Authorized dealership certificate for the item in PDF format

#### **4. PRICE BID**

Schedule of price bid in the form of BOQ uploaded as an excel worksheet in the CPP Portal along with the tender form.

The Financial Proposal/Commercial bid format is provided as BOQ in excel worksheet along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BOQ as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template (BOQ) in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with this institute.

- a) The rates may be quoted in Indian Rupee or foreign currency.
- b) The rates should be quoted F.O.R. HFRI, Shimla.
- c) The rates should only be quoted in the price bid (BOQ excel worksheet) only and not in the tender form at any place.
- d) In case the rates are quoted in the tender form, the tender is liable to be summarily rejected.
- e) In case the rates are quoted in Foreign currency, Letter of credit will be opened through bank.
- f) The rates will be inclusive of all taxes (except Service Tax), fees, levies, etc. and any revision in the statutory taxes, fees, etc will be the responsibility of the Bidder.
- g) In case of any discrepancy/difference in the amounts indicated in figures and words the amount in words will prevail and will be considered.
- h) The payment will be made to the Consultant at any Bank Account maintained in India after deducting the TDS as applicable.
- i) The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.

#### **5. Qualification for Tendering:**

- i. Only bidders registered on CPP Portal i.e. [eprocure.gov.in/e-procure/app](https://eprocure.gov.in/e-procure/app) can participate in online bidding process. Hence, the prospective bidders should ensure their registration on the CPP Portal. For further reference, bidders can check "Bidders Manual Kit" available at [eprocure.gov.in/e-procure/app](https://eprocure.gov.in/e-procure/app).
- ii. Bidders 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.

#### **6. Earnest Money Deposit:**

- i. 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, Himalayan Forest Research Institute, Shimla at any scheduled bank located at Shimla. The scanned copy of the same must be uploaded along with the tender.
- ii. In case firm/supplier quotes rates for more than one item, EMD should be submitted separately for each item. In this case the scanned copy of individual drafts of the EMD's of individual items/ equipments must be put in single document and uploaded along-with the tender.
- iii. On finalization of the tender EMD submitted by all unsuccessful Tenders shall be returned forthwith.
- iv. Successful bidder has to deposit 05% amount of order cost as Performance Security in the form of Demand Draft payable to Director, Himalayan Forest Research Institute, Shimla for goods costing above Rs. 50,0001-, 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.

#### **7. Opening of Tenders**

- a) Bids will be opened as per date/time as mentioned in the Tender Critical Date Sheet.
- b) There is no need for the tenderers to be present at the institute for the bid opening. The tenderers can view the cost quoted by different tenderers after the online opening of the bids on the cpp portal itself. The request for disclosing the rates at the institute will not be entertained.
- c) After online opening of Technical-Bids, the results of their qualification as well Price-Bid opening will be intimated later.

#### **8. Director, HFRI 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.

#### **9. Procedure for filling in the Tender Form:**

The procedure for filling up the tender can be read or downloaded from the CPP Portal of NIC <https://eprocure.gov.in/eprocure/app> and accordingly, the bids may be uploaded online on the portal.

**10. 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) No alterations or amendments shall be allowed after opening of the tenders.
- (d) Offers submitted by telex, telegram or fax shall not be considered.
- (e) 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.

**11. 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 HFRI 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.
- 12.** The item/equipment must be executed as per specification mentioned in tender form as well as in the supply order. The Director, HFRI 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.
- 13.** 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.
- 14.** 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 Himalayan Forest Research Institute, Shimla 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.
- 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 HFRI 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, HFRI 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. In case the rates are quoted in Foreign currency, Letter of credit will be opened through bank.
- 23. HFRI will not be responsible for paying any kind of charges like Demurrage/ Transportation / freight or any other charges.
- 24. 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.
- 25. 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.
- 26. Failure to supply the item/equipment within the stipulated period shall result in

automatic cancellation of the order unless extended by the Director, HFRI, Shimla.

27. 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.
28. In case of breach of any terms and conditions stated above by the contractor, the Director, HFRI, Shimla is empowered to impose penalty and/or blacklist the firm and/or forfeit the earnest money.
29. In case item/equipment is related with foreign money exchange, the same should be mentioned clearly in the tender.
30. 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.
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.
32. Tenderer must fill and submit the Integrity Pact attached with the Tender Document as Annexure-II.
33. 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,  
Himalayan Forest Research Institute,  
Shimla- 171013 (H.P.).**

**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 Atomic Absorption Spectrometer (AAS) at Himalayan Forest Research Institute, Shimla, due to be opened on the date and time mentioned in the critical data sheet.

1/ 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-III****PRE CONTRACT INTEGRITY PACT****GENERAL**

1. This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2016, between, on one hand, the President of India acting through Dr. V.P. Tewari, Director, Himalayan Forest Research Institute, Shimla. 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 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 so having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show 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 Rupees) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of Director, HFRI.
  - (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 (to be specified in the Rupees)
- 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 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 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 utilized to recover the aforesaid sum and interest
- (v) To en cash 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 fu t u rebidding 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 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/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 Monitor 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 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

BIDDER

Name of the Officer

Chief Executive Officer

Department/ Ministry/ PSU

Witness:

Witness

1.

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.