

# COIR BOARD

## CENTRAL COIR RESEARCH INSTITUTE

### KALAVOOR P.O, ALAPPUZHA

(Ministry of Micro, Small and Medium Enterprises, Govt. of India)

#### TENDER NOTICE

No.CCRI/2016/SP/4/7

Date: 18.04.2016

Sealed tenders in two cover system and in the prescribed format are invited by the Director, RDTE, Central Coir Research Institute, Coir Board, Kalavoor P.O, Alappuzha - 688 522 from the Power looms and Machinery manufacturers for the supply, erection, commissioning of **Power looms and Machinery for CCRI.**

Sl.No.	Description	Qty	EMD in ₹
1	Weaving loom(Dobby shedding 8-12 shaft)	1 No.	18,000/-
2	Weaving loom(4 shaft tappet shedding)	1 No.	21,000/-
3	Rapier Weaving loom	1 No.	50,000/-
4	Needle Loom(Narrow fabric)	1 No.	35,000/-
5	Mat Bleaching Unit	1 No.	12,000/-
6	Stenciling Unit	1 No.	10,000/-

The tender form can be downloaded from the website of the Board [www.ccriindia.org](http://www.ccriindia.org) or directly from the Office of the Director, RDTE, Central Coir Research Institute, Kalavoor-688 522, Alleppey, Kerala, PhoneNo.0477-2258094, 2258480. The tender document can be submitted in two cover system containing separate sealed covers of technical bid & price bid.

The last date for issue of tender documents is 10.00 hrs on 20<sup>th</sup> May, 2016. Tenders in sealed cover with EMD ( along with the technical bid) in the form of DD drawn in favour of **“The Secretary, Coir Board”** payable at Alappuzha or Bank Guarantee equivalent to the EMD (along with technical bid) amount, will be received by the Director, RDTE, Central Coir Research Institute, Coir Board, Kalavoor up to 15.00 hrs. on 20<sup>th</sup> May, 2016.

**A Pre-Bid Meeting will be convened on 19<sup>th</sup> May, 2016 at 11.00 hrs. at Central Coir Research Institute, Kalavoor, Alappuzha-688522 for clarifying issues and clearing doubts, if any, about specification, other allied technical details and tender terms & conditions.**

The Secretary, Coir Board, Kochi reserves the right to reject any or all tenders without assigning any reason whatsoever. For any clarification contact Central Coir Research Institute, Kalavoor-688 522, Alleppey, Kerala State, India Phone No.0477- 2258480, 2258094.-16. Ph.No.0484-2351788, 2351807.

DIRECTOR, RDTE  
Central Coir Research Institute,  
Kalavoor

**COIR BOARD**  
**CENTRAL COIR RESEARCH INSTITUTE**  
**KALAVOOR P.O, ALAPPUZHA**  
**(Ministry of Micro, Small and Medium Enterprises, Govt. of India)**

**TENDER SCHEDULE**

From

The Director, RDTE,  
Central Coir Research Institute (CCRI),  
Coir Board, Kalavoor P.O,  
Alappuzha -688 522

To

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The Central Coir Research Institute, Kalavoor invited sealed tenders for the **supply of Power looms and Machinery for CCRI**’.

Due date and time for issue of the tender	: Till 10.00 hrs. on 20.05.2016
Due date and time for receipt tender	: Till 15.00 hrs. 20.05.2016
Pre-bid conference (Clarification if any required)	: 11.00 hrs. on 19.05.2016
Opening of Technical Bid (First stage)	: 15.30 hrs. on 20.05.2016
Opening of Commercial Bid	: After finalization of first stage Tender

N.B:-

- i. Tenders received after the due time will not be accepted under any circumstances.
- ii. In case the above tender opening date happens to be a declared holiday, the tender shall be opened on the next working date at the same time.
- iii. Central Coir Research Institute, Coir Board may at its discretion, extend this due time for submission of Tenders by amending the Tender document.

1.

- i. Tender should be submitted to the Director, Central Coir Research institute, Kalavoor, Alappuzha-688 522.
- ii. The Secretary, Coir Board reserves the right to accept or reject any tender without assigning any reason whatsoever
- iii. Tenderers have to abide by the instructions, terms and conditions and specifications contained in the Tender document. Failure to furnish information required in the Tender document or submission of a Tender not substantially responsive to the Tender document in any respect will be at the Tenderers risk and may result in the rejection of his Tender.
- iv. The Tender document is not transferable. Not more than one Tender against the Tender document shall be submitted. This will be the case even if they represent two principles as their agents/representative.

## **2. DOCUMENTS COMPRISING TENDER**

This Tender consists of two parts –Technical Bid (First Stage) and Commercial Bid or Price Bid (Second stage).

### **TECHNICAL BID (FIRST STAGE):**

The **Technical Bid** prepared by Tenderer shall be labeled “**FIRST STAGE TENDER**”. It shall contain ‘**PART A**’ pertaining the **Details of the Manufacturer** and ‘**PART B**’ pertaining the **Details of Each Power looms and Machinery**”

#### **Part A- Details of the Manufacturer. (ANNEXURE-1)**

- i. Documentary evidence of the tenderer’s qualification to perform the contract, which shall establish to the satisfaction that the tenderer has the financial, technical performance and capacity to perform the contract and in particular, experience in designing, manufacturing and supply of Machines. Relevant detail of experience in execution of the similar works.
- ii. Tenderer shall furnish PAN and the Sales Tax Registration Number of both Central and State with validity period.
- iii. Earnest Money Deposit in the form of D.D. drawn in favour of The Secretary, Coir Board payable at Alleppey from any Nationalized Bank or Bank Guarantee equivalent to the EMD amount.
- iv. SSI Unit having valid registration with NSIC are exempted for payment of EMD and tender will be issued free of cost. However the party has to produce DD for Rs 50.00 drawn in favour of The Secretary, Coir Board, payable at Kochi towards the postal charges to forward the tender documents. Attested copy of the registration certificate with NSIC should be attached along with request for tender documents free of cost.

#### **Part B - Details of the Power looms and Machinery(ANNEXURE-2)**

The Tenderer shall furnish the documentary evidence of Power looms and Machinery conforming to Tender Document may be in the form of literature, drawings. Detailed description of the Power looms and Power looms and Machinery, essential technical and performance characteristics, services intends to provide and shall comprise the following:

- i. Installation of the Power looms and Machinery.
- ii. Trial run.
- iii. Training to the technicians and workers.
- iv. Period of Warranty with replacement of spares.(Minimum 1 year)
- v. Warranty starts only after completion of trial run.
- vi. Rate of warranty extension should be quoted separately.

INTEGRITY PACT (IP) Applicable for above Rs.5 lakhs.

Bidders have to sign & return our pre-signed IP document as per annexure IV. This document & binding. Bidder’s failure to return the IP duly signed along with Technical Bid document shall not be considered for further evaluation.

### **COMMERCIAL BID OR PRICE BID (SECOND STAGE):**

The second stage tender covers the price aspect of the Machine. The price should be inclusive of transportation and all type of taxes. The format of the commercial bid is given in Annexure-3. The Document duly completed in all respects, which will include the unit price/total price for the Power looms and Machinery and lump sum price for installation, trial run and servicing. The prices should be for “F.O.R.SITE” at Central Coir Research Institute, Kalavoor-688 522, Alappuzha, Kerala.

### **3. Payment and Delivery**

- i) The successful Tenderer should give a Performance Guarantee of 5% of the quoted amount. All payments to successful Tenderer shall normally be made by means of “**Account Payee**” cheque. The performance guarantee should normally remain valid for a period of 60 days beyond the date of completion of the contractual obligation.
- ii) 30% of the payment will be released as advance against bank guarantee.
- iii) 40% of second installment after completing the fabrication and supply.
- iv) 25% after completion of installation and Trial run.
- v) 5% of the balance payment would be released on fulfillment of all terms and conditions and successful running.
- vi) The system should be supplied and installed within 45 days on receipt of firm order and interest at the admissible rate will be charged for advance amount.

### **4. Duties and Taxes**

- i) The price quoted on F.O.R. site of beneficiaries concerned shall be inclusive of all, taxes and levies. Tenderer shall be solely responsible for payment of these duties and taxes.
- ii) Excise Duty, Sales Tax, Entry Tax and other levies applicable such as additional taxes, surcharges on taxes and incidentals should be separately indicated in the tender. In respect of items which do not attract the levies, the fact should be specifically mentioned in the tender. If any of the item/parts are to be imported, the party may be informed well in advances since Central Coir Research Institute, Coir Board, Kalavoor is having Customs Duty and Central Excise Duty Exemption in terms of Government notification No. 51/96 and 10/97 respectively. This office does not have "C" form or "D" form

### **5. Delivery**

The delivery shall be completed within the time limit prescribed in the purchase order to enable completion of erection and commissioning from the date of issue of purchase order. This aspect will be taken up for discussion during the evaluation of the technical bid.

### **6. Period of validity of Tenders**

The Tender will be valid for a period of 90 days after the date of opening of the Tender prescribed by the Central Coir Research Institute, Coir Board. Tenders with validity for a shorter period are liable for rejection by CCRI, Coir Board as non-responsive.

In exceptional circumstances Coir Board may solicit the Tenderers consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

### **7. Format and Signing of Tender**

The copies of tenders shall be typed legibly and neatly. All pages of the Tender and the accompanying documents shall be with full signature at the lower right hand corner and signed wherever required by the Tenderers or persons holding the Power of Attorney, before submission of the Tender. Unsigned Tenders which are incomplete, obscure, irregular and / or otherwise considered as defective and are liable for rejection.

Tender shall contain no interlineations, erasures or overwriting except as necessary to correct error made by the Tenderer, in which case such corrections shall be signed by the person or persons signing the Tender.

## 8. TENDER SUBMISSION

- i) The Tender Bids shall be submitted in the format.
- ii) No price shall be offered in the tender form in technical bid.
- iii) 'A' and 'B' parts of the Technical bid should be furnished separately.
- iv) The Tenderer shall submit the First Stage Tender (Technical Bid) and Second Stage Tender (Price Bid) in two separate sealed covers super scribing the respective bids viz. **"First Stage Tender (Technical Bid)"** and **"Second Stage Tender (Price Bid)"**. Both the sealed covers will be put in an outer cover duly sealed and super scribed **"TENDER FOR THE SUPPLY OF POWER LOOMS AND MACHINERY FOR CCRI"**
- v) The inner and outer envelopes' shall be addressed to **The Director, RDTE, Central Coir Research Institute, Coir Board, Kalavoor P.O, Alappuzha-688 522, Kerala.**

The inner envelope shall, in addition, indicate the name and address of the Tenderer to enable the Tender to be returned unopened in case it is received late.

On opening outer envelope if either the 1<sup>st</sup> stage Tender or 2<sup>nd</sup> stage Tender is missing, the Tender will be considered as invalid and rejected.

## 9. Opening and evaluation of First Stage Tenders-Technical Bids (ANNEXURE- 1)

- i) The Tenderer or his representative who will be able to comment on all issues pertaining to the Tender shall necessarily be present at the time of Tender opening. The Committee will open the First Stage Tenders in the presence of Tenderer's representative at specified time on the date specified in the Tender document.
- ii) Changes and alterations which materially alter the Tendered prices are not permitted after the opening of the Tender document.
- iii) Name of Tenderers and such other details as CCRI, Coir Board as its discretion may consider appropriate will be read out at the time of opening.

## 10. Settlement of disputes

Any dispute on account of any reason whatsoever shall be settled amicably by the parties hereto, through discussion and agreement, in a spirit of mutual goodwill and understanding. Unsolved disputes even after mutual discussion may be referred to an Arbitrator to be appointed by the parties by mutual agreement. If no such Arbitrator

I/We hereby read carefully the above terms and conditions of Tender and agree to abide by the terms and conditions laid down in the tender notice and shall execute the orders accordingly.

Signature:

Name :

Address :

Place:

Date :

**ANNEXURE- 1**

**COIR BOARD**

(MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES,  
GOVERNMENT OF INDIA)

P.B.No.1752. M.G. Road, Kochi-16.

**FORMAT FOR FIRST STAGE TENDER-TECHNICAL BID**

**PART – A**

**1. Name of the Tenderer :**

1.1 Full address with PIN Code :

1.2 Telephone Nos. :

1.3 Email ID :

1.4 Fax Nos. :

1.5 Contact Person(s) :

**2. Company particulars**

2.1 Constitution/Company profile :

2.2 If the Company is Proprietary/Partnership :  
give the name and address  
of Proprietor/ Partners/Directors.

2.3 The State in which the Company is registered :

2.4 Company Registration No. :

2.5 Name & address of the Bankers :

2.6 No. of years in business :

2.7 ISO Certification No. :

2.8 MSME acknowledgement No. and date :

2.9 NSIC Registration :

2.10 Register with any other organization :

2.11 No. of employees :

2.12 Details of infrastructure available :  
(attach a separate sheet)

**3 Financial Data:**

3.1 Sales turnover for the last three years :

3.2 Profit after tax for the last three years :  
(audited statement)

3.3 Permanent Income Tax Account No. :

3.4 VAT Registration No. :

3.5 TIN :

3.6 Service Tax Registration No. :

4. Whether EMD has been furnished as :  
prescribed. If so details.

Name

Date

Signature

Seal

Designation (Authorized Signatory)

## **PART – B**

1. Product profile, Product range and capacity - product wise :
2. Electrical items and accessories (with brand name & power requirement) :
3. Technical details of Power looms and Machinery (including drawings). :
6. Performance details :
7. Details of after sale services :
8. Training to the Technicians and worker's :
8. Period of Warranty and rate for extension :

There would not be any change in the above mentioned specification. The terms and conditions stipulated by the Coir Board are acceptable to me.

Signature:  
Name :

(Seal)



ANNEXURE-2

**COIR BOARD**  
(MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES,  
GOVERNMENT OF INDIA)  
P.B.No.1752. M.G.Road, Kochin-16.

**PREVIOUS EXPERIENCE OF POWER LOOMS AND MACHINERY SUPPLIED BY THE TENDERER**

Name of the  
Tenderer:.....

Sl.No.	Name & Address of parties to whom the looms/machines were supplied	Name of the Machines	No. of machines supplied	Date & Year of supply	Feedback report from the user	Address where machines can be inspected	Present condition of the machines	Remarks
1	2	3	4	5	6	7	8	9

### **ANNEXURE- 3**

## **COIR BOARD**

(MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES,  
GOVERNMENT OF INDIA)  
P.B.No.1752. M.G.Road, Kochin-16.

### **FORMAT FOR SECOND STAGE TENDER-PRICED BID**

Name of the Tenderer .....

<b>Sl. No.</b>	<b>Name of the Power looms/machines</b>	<b>Qty</b>	<b>Unit price</b>	<b>Tax</b>	<b>Other charges if any</b>	<b>Total price including all types of taxes, insurance services etc.</b>

**Total amount should be mentioned in words and figure without correction and error.**

**TECHNICAL SPECIFICATIONS FOR  
POWER LOOMS AND MACHINERY.**

**1. Weaving loom (Dobby shedding)**

- Reed Space - 36 inches
- Picking - Under picking
- Beating - Fast Reed Type
- Shedding - Dobby 8-12 shaft
- Letting Off - Positive type with automatic Uniform Warp tension device
- Weft Stopping - Mechanical Weft stopping type through side fork

**2. Weaving loom(4 shaft tappet shedding)**

- Reed Space - 36 inches
- Picking - Under picking
- Beating - Fast Reed Type
- Shedding - 4 shaft tappet shedding
- Letting Off - Positive type with automatic Uniform Warp tension device
- Weft Stopping - Mechanical Weft stopping type through side fork

**3. Rapier Weaving loom**

- Running Speed - Below 200RPM
- Reed Space - Below 160cm
- Weft Insertion System - Both sides flexible Gripper Rapier System
- Shedding under motion - Electronic Dobby Cam Shedding with 8-12 shaft
- Take-Up - Continuous Mechanical
- Lubrication - Centralized Lubrication System
- Braking System - By Electromagnetic Brake
- Letting off Motion - Variable Let-Off Motion
- Weft Selection - Numerical electronic Weft Selection By PLC
- Applicable Yarn - Cotton, Silk and all natural thin yarns
- Pick finding - Motorized Pick finding Device (Forward & Reverse)
- Control Panel - PLC Based with display

**4. Needle Loom**

- Narrow fabric needle loom
- width – 4-6 inches
- Specification;
- Electromagnetic brake
- weft yarn feed attachment.
- shedding shaft with healed frames
- Auto stop motion for nay yarn breakages in warp, weft and catch threads.
- Fault indicators for any yarn breakages in warp, weft and catch threads.
- Automatic centralized lubrication system.
- variable motor pulley for different speeds.

### **5. Mat Bleaching Unit**

For bleaching coir mats

size:- 1.5 mtr x 5.5 mtr

provided with pressure pump, self spraying conveyor belt , with motors, bleach mixing equipments, and accessories.

4ft. x 2 ft. size trolley – 2 Nos.

### **6. Stenciling Unit**

2 mtr. x 1 mtr x 90cm H table (Sq. Pipe and GI sheet) – 5 Nos.

Compressor (7.5 Hp) - 1 No. with tube - 20 Mtrs.

Provided with ½” GI pipe line, hose nipples, clips etc.

Stenciling Guns-6 Nos.

Mixing Buckets - 6 Nos.

Rubber glouse - 3

Facility for changing heads for manufacturing increased tape width extra head set as per requirements.

Suitable for the manufacture of polypropylene tapes, cotton tapes, nylon tapes, jute tapes, curtain tapes, hand bag tapes, belts for air bags, belts for tiffin carries, belts for cameras, helmets, tapes for mobile, cotton, jute and safety belts for light commercial vehicles, thick belts for military purposes, thick webbings for heavy cargo lifting belts, tapes for electric wire insulations, belts for jumbo(bulk) bags etc.

## ANNEXURE-IV

(To be executed on plain paper and applicable for all tenders of value above .....)

### **INTEGRITY PACT**

#### **Between**

Coir Board established on 1954 by the Coir Industry Act, 1953 with its Head Office at Cochin hereinafter referred to as "The Principal",

#### **And**

.....hereinafter referred to as "The Bidder/Contractor/Supplier"

#### **Preamble**

The Principal intends to award, under laid down organization procedures, contract/s for .....The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s, Contractor/s and Supplier/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an Independent External Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### **Section 1 -Commitments of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for himself/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- b) The principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

#### **Section 2 -Commitments of the Bidder / Contractor/Supplier**

(1) The Bidder / Contractor/Supplier commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a) The Bidder / Contractor/Supplier will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b) The Bidder / Contractor/Supplier will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- c) The Bidder / Contractor/Supplier will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder / Contractor/Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder / Contractor/Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder / Contractor/Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 -Disqualification from tender process and exclusion from contracts**

If the Bidder, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

(1) If the Bidder/Contractor/Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor/Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) A transgression is considered to have occurred if the Principal after due consideration of the available evidences, concludes that no reasonable doubt is possible.

(3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(4) If the Bidder / Contractor/Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

#### **Section 4 -Compensation for Damages**

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor/Supplier liquidated damages equivalent to Security Deposit / Performance bank Guarantee.

(3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor/Supplier can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

#### **Section 5 -Previous Transgression**

(1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **Section 6 -Equal treatment of all Bidders / Contractors /Suppliers/ Subcontractors**

(1) The Bidder/Contractor/Supplier undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors/Suppliers and Subcontractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section 7 – Punitive Action against violating Bidders / Contractors / Suppliers/Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor, Supplier or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor, Supplier or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will initiate appropriate action.

#### **Section 8 -Independent External Monitor / Monitors (three in number depending on the size of the contract)**

**(To be decided by the Chairperson of the Principal)**

(1) The Principal appoints competent and credible Independent external monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

(3) The Bidder/Contractor/Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/Contractor/Supplier. The Bidder/Contractor/Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Supplier/ Subcontractor with confidentiality.

(4) The Principal 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 Principal and the Bidder/Contractor/Supplier. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder/Contractor/Supplier to present its case before making its recommendations to the Principal.

(6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

(7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Outside Expert Committee members / Chairman as prevailing with Principal.

(8) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(9) The word 'Monitor' would include both singular and plural.

## **Section 9 -Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor/Supplier 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.



## Section 10 -Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Cochin. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Bidder/Contractor/Supplier is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....  
For the Principal

.....  
for the Bidder/ Contractor/ Supplier

Place .....

Date .....

Witness 1: .....

Witness 2: .....