

Tender Document

The Coir Board, MG Road, Kochi invites sealed tenders in two bid system for the supply and installation of 2 nos of UPS of size 80 KV with battery on buy back basis of 5 nos 10 KV UPS, 3 nos 5 KV UPS and its battery(180 nos).

Pre-Bid meeting : 08/3/2017 at 11.AM

**Last date and time for receipt
of completed Tender : Till 14.30 hrs.on 16.03.2017**

**Date of opening of Tender
Technical Bid (First stage) : 15.00 hrs. on 16.03.2017**

**Financial Bid (Price Bid)
second stage : Will be informed at the time of
opening of the technical bid.**

1. Submission of the Bid

(i)The bid shall be written in English only.

(ii)The bid prepared by the bidder shall comprise of

a) Technical bid : Duly filled and Signed tender document (every page) with technical details with supporting document. Price details should not be mentioned anywhere in the technical bid.

b) Financial bid: Only financial details as per the prescribed form (See Sl. No 9 below)

c) EMD : Only Demand Draft in favour of “The Secretary, Coir Board” payable at Kochi(see sl.no 5). (Coir Board Empanelled parties for supply of UPS and batteries are exempted from submission of EMD)

(iii)The bids shall be submitted in separate covers

The Tenderer shall submit the Technical Bid, Price Bid and EMD (if applicable) in three separate sealed covers superscribing the respective bids viz. "**Technical Bid**" , "**Price Bid** " and "**EMD**". The EMD drawn on a scheduled commercial bank in favour of Secretary, Coir Board payable at Ernakulam and the same may be furnished along with the technical bid. All the sealed covers should be put in an outer cover duly sealed and super scribed "**TENDER FOR THE SUPPLY AND INSTALLATION OF UPS SYSTEM – ERS SECTION**". The inner and outer envelopes shall be addressed to **The Secretary, Coir Board, MG Road, Pallimukku, Cochin - 682 016**. The bidders name and address with telephone number, email id shall be recorded on each inner and outer envelope.

2. Product technical Specifications is detailed in ANNEXURE II. Any deviations must be specifically and clearly mentioned otherwise the bid is liable to be rejected. Complete technical details along with Make, Model and product literature should be enclosed. Each page of the bid and cuttings / corrections shall be duly signed and stamped by the bidder. Failure to comply with this requirement may result in the bid being rejected. If no deviation in the technical and wiring specification, the duly filled no deviation certificate should be enclosed as per ANNEXURE III

3. Should be having all the necessary registrations (as per Pre-Qualification details asked in ANNEXURE IV) like Service Tax, TIN, VAT, PAN etc. and proof thereof enclosed in the technical bid cover. In the absence of supporting documents, the Bid is liable to be rejected.

4. The bidder must be a manufacturer of quoted UPS systems for last five years or a sole authorized dealer/supplier of OEM engaged in manufacturing of UPS systems for the last five years. In case of suppliers/dealers manufacturer’s authorization certificate as per ANNEXURE V, is also required to be submitted along with documents proving all the technical specifications.

5. Bid Security/Earnest Money Deposit (EMD)(if applicable) : Bidders have to deposit the Earnest Money Deposit of Rs. 40,000/- in the form of Demand Draft drawn in favour of "**The Secretary, Coir Board**" payable at Kochi. (Coir Board empanelled agencies for the supply of UPS are exempted from EMD. The list of empanelled parties will be available from www.coirboard.gov.in). The EMD of all the unsuccessful bidders will be returned as early as possible within the Bid Validity period. No interest will be payable on the EMD. The Earnest Money of

successful bidder shall be returned after acceptance of the order and submission of Performance Bank Guarantee.

6. The payment would be released on the basis of the successful test and commissioning of the item.

7. The successful bidder will be required to furnish the Performance Bank Guarantee from a scheduled commercial Bank towards **10% amount of the total Order value**(ie the total order value of UPS and battery). This Bank Guarantee shall remain valid for the warranty period, commencing after the successful completion of entire job.

8. Warranty : All the items covered in this tender documents, shall carry minimum Three Years Onsite Comprehensive Warranty commencing from the date of completion of entire job. Failed battery should be replaced with new one in the warranty. The after – sales service support / warranty services has to be provided at Coir Board, MG Road, Pallimukku, Cochin . The repair / rectification, if any of the items under warranty must be done at site only within 24 hours. Regular cleaning, watering, etc in the battery has to be done by the party at free of cost during the warranty period.

9. Financial Bid : Financial bid should be submitted as per the format provided in ANNEXURE VI

10. Pre-Bid Meeting : Coir Board shall hold a pre bid meeting with the prospective bidders at 11:00 AM on 08.03 .2017 in the Coir Board conference hall. Queries if any, from the bidders, shall be submitted to the Secretary Coir Board, MG Road, Pallimukku, Cochin; two days prior to the pre bid meeting. The queries can be sent by e-mail also to info@coirboard.org with Subject UPS tender queries. **Attending the Pre-bid meeting is not mandatory**

11. The integrity pact as per ANNEXURE VII will have to be furnished by the successful bidder before executing the work.

12. The bidder's annual sales turnover from sale of UPS system, within India for the last three years should be greater than 1cr per annum (proof of turnover should be produced).

13. The bidders should have executed a minimum of 3 similar projects during the last 3 years, (Documents in earlier work should be submitted with the technical bid).

14. Site Conditions: The various aspects and the condition of the site and layout need to be well understood before executing the specified work. The input power to the UPS system could be either by way of Electricity or by means of DG Power. The UPS system shall be capable of receiving either source of power at fluctuating voltage and frequency.

15. The items offered on buy back will be available for inspection at Coir Board, Coir House, MG Road, Pallimukku. during office hours on all working days. The amount quoted for buyback shall be separately indicated in the price bid. The items have to be taken on “ as is where is” condition by the successful bidder on finalization of the bid and supply of the items envisaged in the tender.

16. General Terms & Conditions of the tender

The following terms & conditions shall apply in connection with the supply of the item.

- a) Board reserves the right to withdraw the Invitation and change or vary any part thereof at any stage, if it determines that such action is in the best interest of the Board.
- b) Coir Board also reserves the right to disqualify any bidder, at any stage of the selection process if found necessary in the interest of the organisation.
- c) Timing and sequence of events resulting from this Invitation shall ultimately be determined by Coir Board.
- d) The bidders shall have no claims whatsoever against Coir Board arising out of, or relating to this Invitation of Bids or these procedures (other than those arising under a definitive supply agreement with the bidder in accordance with the terms thereof).
- e) Bidders who are found to canvass, influence or attempt to influence in any manner the qualification or selection process shall be disqualified from the process at any stage.
- f) By submitting a proposal, each bidder shall be deemed to acknowledge that it has carefully read all the terms & conditions and the bidder have to sign every page.
- g) The bidders' proposals in the bid document will be evaluated as per the requirements specified in the Invitation of Bids and adopting the qualification criteria spelt out in this Invitation.
- h) Coir Board reserves the right to short list the parties responding to this notice on the basis of the evaluation of the Technical Bids before opening of the price bids. Submission of more than one bid by the same party will be a disqualification.
- i) The rates quoted should be all inclusive and price bids with conditional discounts will not be entertained. The price quote should be expressed in words and figures . Correction/overwriting etc. have to be avoided.
- j) Deduction of taxes/levies as applicable from time to time will be made at source by the Board while releasing payment.
- k) Delivery/installation of the item (s) at Coir Board, Head Office, Cochin shall be arranged by the firm at their own cost.

- l) The firm may be blacklisted for further business with Coir Board owing to non performance of satisfactory and timely service.
- m) If there is any damage during transportation/installation, the same would be borne by the supplier firm. The damaged item should be replaced by the supplier.
- n) The Coir Board, also reserves the right to place the order in installments.
- p) No additional charges will be paid by Coir Board : if any additional charges required at the time of installation, wiring, etc that has to be taken by the supplier.
- q) The tender should valid minimum of 90 days.

Dispute Redressal

All disputes, differences and questions arising out of the Tender Enquiry shall be referred to the sole arbitrator appointed by the Coir Board, Head Office, Cochin. The arbitrator shall be entitled to extend the time of arbitration proceedings with consent of the parties. The award of the arbitration shall be binding on both the parties.

Secretary, Coir Board

{Letter head}

DECLARATION

From

To

The Secretary,
Coir Board

Sir,

1. I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender Document.
2. I/We also confirm that in the event of my/our tender being accepted, I/we are ready to provide the Original Equipment Manufactor(OEM) certificate in original , if applicable, within the stipulated period.
3. I/We hereby declare that neither firm nor any of the Proprietor /Partner/Director of the firm have ever been black listed/suspended for business by any Department of Government of India/ Public Undertaking.

Yours faithfully,

Dated

Signature, name & address of authorized signatory of
the firm with seal

Technical Specification

SLNo	Items	Qty Required
1	<p>Supply and installation of 80 KVA ON LINE UPS SYSTEM WITH HOT STANDBY. 3 Phase input- 3 phase output DC input-360V</p> <p>Industrial grade design with double conversion. Galvanic isolation at the output for comprehensive power protection of connected critical loads. MPWM, IGBT based inverter with full bridge convertor backup time 30 to 60 minutes using low maintenance tubular batteries 60AH-12V-30 Nos</p> <p>Warranty – Minimum- 3 years One unit comprising the following 80KVA on line ups system with low maintenance tubular battery (12V-60AH-30 Nos). 3 Phase input- 3 Phase out with inbuilt isolation transformer. Suitable battery stand and its all accessories <i>One unit for continuous use and 2nd unit as hot standby</i></p>	2

Detailed Technical specification

Technology	Double conversion online with the latest MPWM Technology using IGBT
Configuration	Parallel redundant with individual battery bank for each UPS
Rating	75/80KVA
DC BUS	360V
INPUT	
Input voltage	415V AC 3Ph & N
Input voltage window	330-470V
Input frequency	50Hz +/-10%
Power walk in	Soft start for 0-20 seconds power walk in
RECTIFIER	
Type	6 Pulse
Voltage Regulation	(+/-)1%
Ripple Voltage	<2% without Battery
Converter Protection	Advanced electronic protection for device safety backed up with MCB's/MCCBs & Fast acting fuses
INVERTER	
Inverter Type	IGBT Based MPWM with instantaneous Sine wave Control
Power factor	0.8lag

Nominal Voltage	230V 1Ph
Regulation	(+/-) 1%
Frequency	50Hz +/- 0.1Hz
Waveform	True Sine wave
Total Harmonic Distortion Linear Load Non Linear Load	<2% <6%
Transient response	Remains within +/- 5% & recover to normal within 20sec
Nominal Output Current	140A
Crest Factor	3:1
Mode of Operation	Designed for Continuous operation
ISOLATION	True online with complete galvanic Isolation
Inverter Protection	Advanced Electronic Protection for device safety, backed up with MCB's/MCCBs & Fast acting fuses, high speed pulse electronic device protection over voltage /under voltage protection, Electronic cover current trip with reset
BYPASS	
Manual Bypass	Provided
BATTERY	
Battery Type	Tubular-12V 60AH(low maintenance) Battery-Exide EL series or equal quality
RATING	75/80KVA
No. of Batteries each of 12V	30 nos (for 2 UPS 60 nos)
Voltage	360V
Battery low advanced warning at	330V
Battery low cut off at	315V
Charger	CCCV (Constant Current Constant Voltage)
Charging current	0-20A
ALARMS	
	Input/Low/Fail Output Overload Over Temperature Battery Low
LED INDICATIONS	Mains on Charger on Inverter on Battery Low Overload Inverter Trip
LCD Display	
	Input Voltage Output Voltage Output current Load percentage Output Frequency Battery Voltage and current

ENVIORNMENTAL	
Acoustic Noise Level	<60DB @ 1.5METER
Ambient Temperature	0 to 40 Deg C
Storage Temperature	-10 to 70 Deg C
Humidity	Up to 95% RH Non Condensing
Altitude	<3000 Feet above sea level (without rerating)
Testing Standard	As per IEC 62040-3
PROTECTIONS	
PROTECTING THE LOAD	
Output Under Voltage Output Over voltage	Protects the load and its components from premature failure
PROTECTING THE UPS	
Input MCCB/MCB	Protects the input from very large current caused by short circuit or a damaged internal component and avoids further damage to the equipment
Input Under Voltage /Over Voltage	Prevents damage of components in the input sensing & the converter devices
Rectifier over voltage	Prevents damages to the inverter & the charger components
Single phase prevention	Prevents damages to the components in the input & converter
Over temperature Protection	Protects the inverter & converter magnetic and switching devices against premature failure
Battery low protection	
Over load protection	Protects the inverter components against premature failure
Short circuit protection	
High voltage transient protection & Electrostatic discharge protection as per IEC 62040 -2	Prevents damage of components in the input sensing & the converter devices
External Magnetic field protections	Protects against external power frequency magnetic field

Battery: Tubular-12V 60AH(low maintenance) Battery-Exide EL series or equal quality

Hot Switching equipments: In nutshell, the whole system comprising of 2 X 80 KVA UPS systems should be configured in hot switching redundant current sharing systems with individual battery bank. In case of failure of one UPS it should be possible to isolate the failed UPS for repairs without the power output of other UPS.

Wiring specification for the installation and commissioning of 80kva ups system with hot standby

The supplier should do the wiring from the existing place to the proposed place as per the industrial standard(Site survey in this regard is highly advisable before the quotation).

All input and output power cabling of 80KVA UPS system(2Nos) should be carried out by the supplier/contractor as per the site survey.

The following listed specification/materials are the minimum requirement for the installation commissioning of UPS system:-

- a) The input and out put power control panel should be 250Amp TPN switches (reputed brand)
- b) The input and output power cabling of UPS shall be 3.5 x 120sqmm cables or its equivalent as per standards.
- c) Output distribution cables shall be minimum 4 sqmm pvc insulations cables or its equivalent as per standards.
- d) All output controls shall be through isolator come MCBS with distributions boxes.
- e) All output power cabling of old and new building shall be done with minimum 4 sqmm or its equivalent as per standards.
- f) Make sure that all materials using for wiring shall be a reputed brand with ISI/ISO certificate

{Letter head}

CERTIFICATE FOR NO DEVIATION

I, _____ Of

M/s _____

mentioned in the Tender Specification. hereby certify that there is no deviation from the Tender conditions either technical or commercial and I am agreeing to all the terms and conditions mentioned in the Tender Specification.

SIGNATURE OF THE TENDERER

{Letter head}

ANNEXURE - PRE-QUALIFICATION – PROFORMA-I

PARTICULARS OF THE BIDDERS TO BE FURNISHED FOR THE PURPOSE OF PRE-QUALIFICATION

S.No. Description		Details
1.	Name of the Organization/firm/company	
2.	Year of establishment	
3.	Address & Telephone Numbers	
4.	Address & Telephone Numbers of service centre/ Branch office in Koci. Mention the names and mobile numbers of contact persons	
5.	Whether registered with the registrar of companies /registrar of firms. If so mentioned number and date	
6.	Name and mobile numbers of Directors /Partners/proprietor	
7.	Whether registered with central excise for service tax. (Submit the copy of Service Tax Registration Certificate)	
8.	Whether registered for sale tax purpose. If so, Mentioned number and date. Furnish also copies of sales tax clearance. Mention VAT/LST/CST . Enclose the relevant copies.	
9.	Whether an assesses of income tax. If so, mention permanent account no. Furnish copy of PAN	
10.	State annual turnover of the company for the last 3 financial year. Furnish the copy of audited Annual Turnover certificate for the last three financial years	
11.	Furnish copies of audited balance sheet and profit & loss account (audited) for the last three years	
12.	Specify the maximum value of single work executed in the year in the country. Enclose the order copies.	

13.	Status and details of disputes/litigation /arbitration, if any	
14	Details of 10 major clients. Enclose the order copies	

PRE-QUALIFICATION PROFORMA – II

PARTICULARS IN RESPECT OF 3 SIMILAR WORKS EXECUTED IN LAST 3 YEARS

Sl.No	Name of the work and project with address	Short description of work executed	Name and address of the Firm	Value of work executed	Actual time of completion
1.					
2.					
3.					

MANUFACTURER'S AUTHORIZATION LETTER

No:

Date:

To,
The Secretary, Coir Board,
MG Road, Pallimukku, Cochin

Sub: Manufacturer's Authorisation Form against tender Enquiry no.

Dear Sir,

We -----, who are established and reputed manufacturers of reputed UPS having factories at ----- hereby authorize M/s -----, to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer.

We hereby extend our full support for guarantee, warranty and training as per terms and conditions of the tender and the contract for the equipment and services offered against this invitation for tender offer by the above firm.

Thanking you

{Letter head}

No:

Date:

Schedule of rates (Financial Bid)

From

.....
.....

To

The Secretary,
Coir Board
MG Road, Cochin-16

Sir,

I/we declare that I/we have gone through and shall abide by the terms & conditions detailed in the tender document for supply of items required. The rates are as under:

Sl. No..	Name of items	Qty.	Rate per unit	Tax@	Total Amt. unit
1	UPS of 80 KV with battery pack and hot switching equipment	2			
2	Wiring and all other Charges				
	Sub Total (Sl. 1 + Sl. 2)	NA	NA	NA	
3	Buy back rate for UPS 5x 10 KV UPS	5			
4	Buy back rate for UPS 3x 5 KV UPS	3			
5	Buyback rate for batteries (180 nos)	180			
	Sub Total (Sl.3 + Sl. 4 + Sl.5)	NA	NA	NA	

Total Amount (Total Amount of (Sl. 1+Sl.2)-(Sl.3+Sl.4+Sl.5)) :

Signature, name & address of authorized signatory of the firm with seal

AGREEMENT

(To be executed on plain paper and applicable for all tenders of value above 10 Lakhs)

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

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

Preamble :

The Principal intends to award, under laid down organization procedures, contract/s forThe 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.

Section7- 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: