

**COIR BOARD**  
**CENTRAL COIR RESEARCH INSTITUTE**  
**KALAVOOR P.O, ALAPPUZHA**

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

TENDER NOTICE

No. CCRI/2017/SP/Engg/4/24

Date: 15.11.2017

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 Rapier Loom manufacturers for the supply, erection, commissioning of **Rapier Loom for Engineering Dept. at CCRI**

Sl.No.	Description	Qty	EMD in ₹
1	Rapier loom	1No.	12500/-

The tender form can be downloaded from the website of the Board [www.coirboard.gov.in](http://www.coirboard.gov.in) or 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 downloaded from the Board's website and submit the tender along with technical bid of the tender.

The last date for issue of tender documents is 10.00 hrs on 14<sup>th</sup> December, 2017. 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 14<sup>th</sup> December, 2017.

A Pre-Bid Meeting will be convened on 13<sup>th</sup> December, 2017 at 11.00 hrs. at Central Coir Research Institute, Kalavoor, Alappuzha-688522.

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.

  
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

.....  
.....  
.....

The Central Coir Research Institute, Kalavoor invited sealed tenders for the supply of Rapier Loom to the **Central Coir Research institute, Kalavoor, Alappuzha.**

Due date and time for issue of the tender	: Till 10.00 hrs. on 14 <sup>th</sup> December, 2017
Due date and time for pre-bid conference	: 11.00 hrs. on 13th December, 2017
Due date and time for receipt of completed tender	: Till 15.00 hrs. 14 <sup>th</sup> December, 2017
Due date for opening of Tender Technical Bid (First stage)	: 15.30 hrs. on 14 <sup>th</sup> December, 2017
Due date for opening of Tender Commercial Bid (Price Bid) second stage	: After finalization of first stage Tender

N.B:1. Tenders received after the due date and time will not be accepted under any circumstances.

2. 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.

1. Tender should be submitted to the Director, Central Coir Research institute, Kalavoor, Alappuzha-688 522.

1-1 The Secretary, Coir Board reserves the right to accept or reject any tender without assigning any reason whatsoever

1-2 Tenderer has to abide by the instructions, terms and conditions and specifications contained in the Tender document. Failure to furnish all 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 Tenderer's risk and may result in the rejection of his Tender.

1-3 This Tender document is not transferable. Not more than one Tender against this Tender document shall be submitted. This will be the case even if they represent two principles as their agents/representative.

## 2. PREPARATION OF TENDER

### Language of Tender

Tender prepared by Tenderers and all correspondence and documents relating to the Tender exchanged by Tenderer shall be in English. If any printed literature in any other language is furnished it shall be accompanied by an English translation, for the purpose of interpretation of tender the English translation shall govern. All particulars shall be legible, type written or printed.

## 3. DOCUMENTS COMPRISING TENDER

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

### a) Technical Bid (First Stage) :

The technical bid prepared by Tenderers shall be labeled "FIRST STAGE TENDER". It shall contain 2 parts. 'A' part and B' part. The 'A' part is pertaining to the details of the Manufacturer. The 'B' part is pertaining to the details of the Rapier Loom with complete description and services the Tenderer intends to provide and shall comprise the following:

- i. Installation of Rapier Loom.
- 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 installation and commissioning of the Rapier Loom.
- vi. Warranty should be extended on expiry of the said warranty and rate for the warranty extension should be quoted separately.

The format of the technical bid is given in ANNEXURE-1

### b) Previous performances

1. Documentary evidence to tenderer's qualification to perform the contract if his tender is accepted, which shall establish to the satisfaction that: the tenderer has the financial, technical and production capacity necessary to perform the contract and in particular, has the experience of having designed, manufactured and supplied sufficient number of Rapier Loom having the same like specifications and of the same or higher capacities and are in successful operation and also has the experience of having erected and for erection, start-up and commissioning. Relevant detail about experience in execution of similar works of Rapier Loom should be furnished as per the format in Annexure-2

2. The documentary evidence of Rapier Loom conforming to Tender Document may be in the form of literature, drawings and data, and the Tenderer shall furnish:

i. A detailed description of Rapier Loom, essential technical and performance characteristics as per Tender specifications.

ii. Earnest Money Deposit as stated above in the table should be enclosed in the form of D.D. drawn in favour of The Secretary, Coir Board taken from any of the Nationalised Bank or Bank Guarantee equivalent to the EMD amount.

iii. Tenderer shall furnish with the Tender, along with his PAN and the Sales Tax Registration Number of both Central and State with validity period.

**4. Commercial bid or Price bid (Second Stage):**

The second stage tender covers the price aspect of the Rapier Loom. The price of the Rapier Loom should be inclusive of transportation, after sale service and all type of taxes. The format of the commercial bid is given in Annexure-3. The prices should be for "F.O.R.SITE" at CCRI, Kalavoor including installation, trial run, demonstration, transportation etc.

**5. Tender Form**

5-1 As part of his First Stage Tender, - Technical Bid, Tenderer shall submit the Tender Form in the format furnished in the Tender Document, a detailed description of Rapier Loom with technical specification with quality and production capacity. **NO PRICE SHALL BE OFFERED IN THE TENDER FORM IN TECHNICAL BID.**

5-2 'B' part of the Technical bid should be furnished for Rapier Loom.

5-3 As part of his Second Stage Tender (Price Bid) Tenderer shall submit the Tender Form, as per format (Price schedule) furnished in the Tender Document duly completed in all respects, which will include the unit price/total price for the Rapier Loom and lump sum price for erection, start-up commissioning and servicing.

**6. Payment and Delivery**

- 6-1 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.
- iii. 30% of the payment will be released as advance against bank guarantee.
  - iv. 40% of second installment after completing the fabrication and supply of the loom,
  - v. 25% after completion of installation and proper wiring.
  - vi. 5% of the balance payment would be released on fulfillment of all terms and conditions and successful running of the Rapier Loom.
  - vii. Interest at the admissible rate will be charged for advance amount if any released.

**6-2 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

**6-3 Delivery**

The delivery of the Rapier Loom ordered shall be completed within the time limit prescribed in the purchase order to enable completion of erection and commissioning within 45 days from the date of issue of purchase order. This aspect will be taken up for discussion during the evaluation of the technical bid.

## **7. Earnest Money Deposit**

- 7-1 Every Tenderer shall furnish, along with Tender Document EMD as stated above in the table. It has to be furnished in the form of a Demand Draft from any Nationalised Bank in favour of The Secretary, Coir Board, payable at Alappuzha, Kerala or Bank Guarantee equivalent to the EMD amount. The EMD will carry no interest. It should remain valid for 45 days beyond the final bid validity period.
- 7-2 EMD should be enclosed in the technical bid. Tenders received without the EMD will be rejected.
- 7-3 SSI Unit having valid registration with NSIC are exempted for payment of EMD. Attested copy of the registration certificate with NSIC should be attached along with request for tender documents free of cost.

## **8. Period of validity of Tenders**

- 8-1. 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.
- 8-2. 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.

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

- 9-1 The copies of tenders shall be typed legibly and neatly. All pages of tender schedule shall be signed by the person or persons signing tender who shall be authorized signatory of the Tenderer.
- 9-2 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.
- 9-3 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 and tenders which are incomplete, obscure, irregular and / or otherwise considered as defective and are liable for rejection.

## **10. TENDER SUBMISSION**

- 10-1 The Tenderer shall submit the two tenders namely, the First Stage Tender (Technical Bid) and Second Stage Tender (Price Bid) at the same time in two separate sealed covers superscribing the respective bids viz. First Stage Tender (Technical Bid) and Second Stage Tender (Priced Bid). Both the sealed covers will be put in an outer cover duly sealed and superscribed as **"TENDER FOR THE SUPPLY OF RAPIER LOOM TO CCRI, KALAVOOR"**.
  - a. The inner and outer envelopes shall be superscribed as: The Director, RDTE, Central Coir Research Institute, Coir Board, Kalavoor P.O, Alappuzha-688 522 and Shall bear on the top left hand corner, **"TENDER FOR THE SUPPLY OF RAPIER LOOM TO CCRI, KALAVOOR"**.

b. 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. If the outer envelope is not sealed and marked as required will not assume any responsibility for the tender's misplacement or premature opening.

10-2 Tenders by cable, telegram, email, telex or tele-fax will not be considered.

10-3 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.

#### **11. Due Date for Opening of Tenders**

Central Coir Research Institute, Coir Board may at its discretion, extend this due time for submission of tenders by amending the tender document.

#### **12. Late Receipt of Tenders**

Any tender received by Central Coir Research Institute, Kalavoor P.O, Alappuzha after the due time for submission of tender prescribed by Central Coir Research Institute, Kalavoor P.O, Alappuzha will be rejected and / or returned unopened to the Tenderers.

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

13-1 The Tenderer or his representative who will be able to comment on all issues pertaining to this tender shall necessarily be present at the time of opening of this tender. CCRI will open the First Stage Tenders in the presence of Tenderer's representative at the time on the date specified in the Tender document, in the presence of the Tender Opening Committee.

13-2 Changes and alterations which materially alter the Tendered prices are not permitted after the opening of the tender document.

13-3 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.

#### **14 Preliminary examination of First Stage Tenders – Technical Bid**

14-1. CCRI, Coir Board will examine the First Stage Tenders – Technical Bid to determine whether they are complete, whether all documentary evidences and EMD as required have been furnished, whether the documents have been properly signed, and whether tenders are generally in order.

14-2 Tenders that do not provide all the information required may be declared invalid and rejected.

#### **15 Evaluation of First Stage Tenders – Technical Bid**

15-1 CCRI, Coir Board will proceed with a detailed evaluation of tenders to determine whether the Technical proposals (without price schedule) comprising the tender are substantially responsive to the requirement set forth in the tender document. In order to reach such a determination CCRI, Coir Board will examine and compare the Technical aspects of the tenders based on the information supplied by the Tenderers.

**16. INTEGRITY PACT (IP) – Applicable for jobs above Rs.5.00 lakhs.**

Bidders are requested to sign & return our pre-signed IP document as per Annexure IV. This document is essential & binding. Bidder's failure to return the IP duly signed along with Technical Bid Document shall result in the bid not being considered for further evaluation.

**17 Review of the Tenderer's qualification**

17-1 Central Coir Research Institute will then determine whether the Tenderers having submitted substantially responsive technical and commercial offers are qualified to satisfactorily perform the contract. Accordingly CCRI, Coir Board will examine the financial, technical, previous experience and production capability of each Tenderer to determine whether the minimum acceptable criteria have been met. Such determination shall be based on the information submitted by the Tenderers, as well as on any other information at CCRI, Coir Board may consider necessary to obtain and review in order to reach such determination.

17-2 The technical and production capability of each tender will be assessed by the Tender Opening Committee on the basis of technical specifications and production capability of the Rapier Loom assessed by the committee.

**18 Notification of First Stage Technical Bid evaluation.(ANNEXURE-1)**

18-1 Coir Board will evaluate the tenders and reject the Tender/tenders which is/are substantially non-responsive or/and which are not meeting the minimum qualification/requirements.

18-2 Based on technical specification, financial and production capability, the First Stage Tender will be evaluated. The successful Tenderers will be notified. The second stage Tender (Price Bid) of the unsuccessful Tenderer in the first stage Tender will not be opened. Hence their second stage Tender will not be considered.

**19 Notification for opening and evaluation of second stage tenders (Price bid).**

19-1 CCRI, Coir Board will examine the Second Stage Tenders to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the tenders are generally in order.

19-2 The comparison of the rates offered shall be on the basis of the total rates offered inclusive of all taxes, after sale service etc.

19-3 In addition to the Tender Prices, suitability of the Rapier Loom in the particular area of production will also be considered before arriving at a decision.

19-4 In respect of erection, startup commissioning, the comparison will be on the total lump sum price.

19-5 In order to secure the best possible procurement price negotiations with L1 Tenderer shall be conducted, if the tender opening committee feels necessary.

## **20 AWARD OF CONTRACT**

### **20-1 Award Criteria**

Based on the detailed evaluation report prepared and accepted by the Tender Opening Committee, CCRI, Coir Board will award the contract to the successful Tenderer whose Tender has been determined to be substantially responsive provided further that the Tenderer is determined to be qualified to perform the contract satisfactorily.

20-2 The Secretary, Coir Board reserves the right to accept or reject any Tender, to annul the Tendering process and reject all Tenders at any time prior to award of contract, without assigning any reason.

20-3 The Secretary, Coir Board reserves the right to distribute the contract to more than one Tenderer/Contractor.

### **21 Notification of Award**

21-1 Prior to the expiry of the period of Tender validity, CCRI, Coir Board will notify the successful Tenderer in writing by registered letter confirming the acceptance of the Tender.

21-2 The notification of award will constitute the formalizing or conclusion of the contract.

### **22 Signing of Contract**

22-1 Along with the notification to the successful Tenderer that his tender has been accepted. Coir Board will send the formal contract incorporating all the terms and conditions.

22-2 Within 10 days of receipt of the formal contract, the successful Tenderer shall sign the contract with the CCRI, Coir Board on a stamp paper of Rs.100/-.

22-3 Failure of the successful tenderer to comply with the requirement of this clause constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event CCRI, Coir Board may make award to the next rated tenderer or call for new tender.

### **23 Erection and supervision**

23-1 The Rapier Loom should be installed under the supervision of the supplier and trial run should be conducted.

23-2 The production capacity of the Rapier Loom should be demonstrated and the workers should be trained.

23-3 Performance guarantee should also be offered for a minimum period of one year.

23-4 The electrification of the Rapier Loom should be done under the supervision of the supplier.

### **24. Pre-Bid Conference**

A pre-bid conference will be conducted at Central Coir Research Institute, Kalavoor, Alappuzha –Ph.0477-2258094, 2258933 for clarifying issues and clearing doubts, if any, about specification and other allied technical details.



## 25 Settlement of Disputes

Any dispute relating to this contract or on account of any other reason whatsoever shall be settled amicably by the parties hereto, through discussions and agreement, in a spirit of mutual goodwill and understanding. However, in the unlikely event of any dispute or disputes remaining unresolved even after mutual discussion, such dispute or disputes may be referred to an Arbitrator to be appointed by the Parties hereto by mutual agreement. If no such Arbitrator could be appointed by mutual consent, the matter may then be referred to the Chairman, Coir Board, for nominating an Arbitrator, the Arbitration proceedings being governed by the Arbitration and Conciliation Act 1996. The venue of Arbitration shall be at Cochin and the Courts in Cochin shall have exclusive jurisdiction over any application that may be filed by either party in this empanelment in relation to any dispute arising out of or in the course of or in connection with this contract and also in respect of any application under the provisions of Arbitration and Conciliation Act 1996.

## 26 General Terms and Conditions

1. The terms and conditions of the work will be interpreted in Indian Laws and will be under the jurisdiction of judicial court at Kochi, Kerala.
2. Conditional bidding of price and conditional offer of discounts will not be accepted and such offers can render the bids liable for rejection. The amount quoted should be written in words and figures. Any correction, over writings will have to be attested.
3. Bids shall be submitted in sealed cover only. Bids through fax, e-mail etc. will not be entertained.
4. The bidders should indicate their valid service tax registration number, Income tax PAN in the Tech bid.
5. Incomplete bids and unauthenticated bids and bids received after the stipulated time will be summarily rejected.
6. The invitation for Bids is not an offer and is issued with no commitment. Coir Board reserves the right to withdraw the invitation and change or vary any part thereof at any stage. Coir Board also reserves the right to disqualify a bidder, should it be so necessary at any stage.
7. Coir Board reserves the right to withdraw this invitation of Bids if it determines that such action is in the best interest of the Board.
8. Timing and sequence of events resulting from this invitation shall ultimately be determined by Coir Board.
9. 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 service agreement with the bidder in accordance with the terms thereof).
10. 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.

11. By submitting a proposal, each bidder shall be deemed to acknowledge that it has carefully read all the conditions and limitations.
12. The Technical bid should include the terms and conditions of payment.
13. 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.
14. The bidders will have the liberty to raise question on the tender procedures and the tender documents.

The successful tenderer should demonstrate the production for output guaranteed; complete the successful trial run of the Rapier Loom and training to the technician in the CCRI.

Yours faithfully,



DIRECTOR, RDTE

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 :



**FORMAT FOR FIRST STAGE TENDER-TECHNICAL BID**  
**PART – A-1**

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 GST Registration No. ;
- 3.5 TIN ;
- 3.6 Service Tax Registration No. ;

	Name
Date	Signature
Seal	Designation (Authorized Signatory)

Note:

1. All requisite information shall be given in the format with reference to the item specified. Where space is insufficient, additional pages may be added with reference to the related paragraph.
2. Wherever enclosures are specified in the questionnaire, the same shall be enclosed.
3. Coir Board reserves the right to verify any of the statements enclosed along with the technical bid. Any additional information/documents required shall also be furnished. False statement shall disqualify the Tenderer.

## PART - B

1. Product profile, Product range and Production capacity - product wise ;
  
2. Man power requirement. ;
  
3. Detailed description of Rapier Loom (including drawings) ;
  - a) Size ;
    - Length ;
    - Width ;
    - Height ;
  - b) No. of Motors (with brand & KWA) ;
  - c) Technical details. ;
  
4. Performance details ;
  
5. Details of after sale services ;

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)



**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 .....

Sl. No.	Name of the loom	Qty	Unit price	Tax	Total price including all types of taxes, insurance services etc.

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



## TECHNICAL SPECIFICATIONS FOR RAPIER LOOM

The loom can be used to weave with thicker yarn

Suggested Speed (RPM) 200-230RPM

Motor Power as required

Shedding Device Mechanical Dobby

Control PLC Warp & Weft Broken Electronic Stop

Color Selection Mechanical

Weft Feeder 6pcs

Heald Frame 14 pcs

Rapier & Belt 2 sets

Cloth Roller 2 pcs

Warp Beam 2pcs

Warp Droppers 10000 pcs

Heald Wires 10000 pcs

Leno Selvage Device 1 set

Selvage Cutters(R & L) 1 set

Control panel 1 pcs

Tension device 1set

In-detail Manual 1 set

Spare parts of main components like carrier etc. may be given

Tool kit with necessary tools and accessories may be given

The machine should be painted and finished with good quality powder coated materials

Necessary loom manual contains the details with drawings may be given

(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: .....