



Dated: January 25, 2024

Date of Issue: 25.01.2024

Tender No: JISCE-IDEA Lab/Admin/Tender /2023-24/05

Due date: - 16.02.2024, Time: - 5:00 PM

Technical bid opening date: - 19.02.2024, Time: - 11:30 am

## NOTICE INVITING TENDER

On behalf of JIS COLLEGE OF ENGINEERING (JISCE), Kalyani sealed bids are invited from eligible bidders for Supply of AICTE IDEA LAB Equipment. The list of equipment and their specifications are as Tables 1.

Any Supplier of Laboratory/Scientific/Process Control/Industrial equipment having turnover of Rs. 25 lakhs (Rupees Twenty-five lakhs) in each of the last three years i.e., 2020-21, 2021-22 & 2022-23 as per P&L audited statement of Accounts are eligible to bid for Supply of IDEA LAB

**Table 1: List of Equipment/ Machine with detailed specifications under this tender**

Item No.	Equipment/Item Name	Specifications	Quantity
1	PCB Milling Machine	Minimum pattern width (mm )	0.1(4mil )
		Minimum milling width (mm )	0.1(4mil )
		Working area (X /Y /Z )(mm )	220 x 320x 57(9.0"x 12.6"x 2.24")
		Table size (mm )	296x 396(11.6"x 15.6")
		Control axis	X ,Y ,Z
		Control motor	Stepper Motor
		Resolution (um )*3	0.625(0.0246mil )
		Maximum Travel Speed (mm /sec .)*1	55(2.17")
		Spindle speed (min <sup>-1</sup> )	5,000-41,000
		Spindle motor	DC Spindle
		Drilling (mm )	0.23.175(8-125mil )
		Maximum drilling cycle (cycles /min .)*2	50
		Maximum thickness of processed material (mm )*4	10(0.4")
		Tool change	Lever action clamp
		Interface	One USB or one RS -232Cport
Standard equipment	Fiducial positioning camera (USB )*5Software :EASY CAD ,Conversion & CAM, Cabinet (requires assembly ), Vacuum table		



# JIS College of Engineering

(An Autonomous Institute)

Block 'A', Phase-III, Kalyani, Nadia, Pin-741235,

Phone : (033) 2582-2865/ 2138 Fax : (033) 2582-2138

Website: [www.jiscollege.ac.in](http://www.jiscollege.ac.in), Email: [info@jiscollege.ac.in](mailto:info@jiscollege.ac.in)

		Options and accessories	Software : Correct DXF, Vacuum cleaner, Video manual, Connecting Cable (RS232C /USB), Magnifying glass 10x, Extention hose for Vacuum cleaner	
		Starter kit	Tools, End mills, Drill bit, Router bit	
2	Smart Board	Brightness	350 cd/m <sup>2</sup> (typical)	1
		Resolution	3840 x 2160 pixels	
		Panel Size	65 inches	
		Shape	Rectangular	
			Can also use as teaching board to write, 10-point touch screen IFP panel for teaching, in built speaker, Android interface, play media, video and presentation for teaching.	
3	Laser Printer	Printer Type	Laser; Functionality – Duplex, All in One (Print, Scan, Copy); Printer Output - Mono	1
		Connectivity	USB, Ethernet, Wi-Fi, Wi-Fi Direct, POWER SOURCE: 220 - 240 V AC 50/60 Hz	
		Pages Per Minute	30 ppm; 35 Pages Automatic Document Feeder	
		Page Size Supported	A4, Letter, A5, A5(Long Edge), A6, Executive, Legal, Folio, Mexico Legal, India Legal; Duplex Print - Auto; LCD Display	
		Compatible Laser Toner	Standard Toner Cartridge: Page Yield - 2600 pages, as per ISO standards	
4	Projector	Projection Distance:	1.68 - 2.02 m (60 inch screen)	1
		Brightness:	3700 Lumens (minimum)	
		Resolution	Full HD 1080p	
		Energy Consumption:	300 W	
		Focal Length:	16.9 - 20.28 mm	
		Colour Reproduction:	Up to 1.07 billion colours	
		Contrast Ratio:	20000: 1	
White Light Output:	3700 - 2400 Lumen (economy) In accordance with ISO 21118:2012			
5	Computer	Computer	i7 processors (K Series) 12 Gen or higher, 16 GB RAM (3200MHz), NVME M.2 1 Tb SSD, with Monitor, Keyboard, Mouse, Compatible SMPS, 4 Gb Graphics Card (GDDR6X)	5
6	Computer	Computer	i5 processors (K Series) 12 Gen or higher, 16 GB RAM (3200MHz), NVME M.2 512 GB SSD, with Monitor, Keyboard, Mouse, Compatible SMPS, 4 Gb Graphics Card (GDDR6X)	12
7	UPS with 16 Battery		10 kVA, 16 Battery (12 v, 26 aH) , Battery Rack	2



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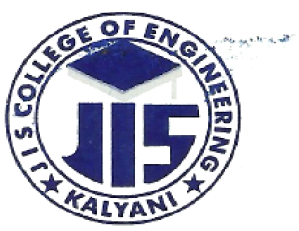
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8	mSLA Resin 3D Printer and accessory	Build/Print Volume XY Resolution Layer Thickness Range: Average Print Speed Slicer Software Connectivity Light Source Operation: Through Touch Panel and Phrozen OS Wash and Cure for medium size 3D printed parts	330 mm x 185 mm x 300 mm 43 microns 10 to 300 microns 400 Layers/hour Chitubox (latest) USB Port 405 nm ParaLED Matrix 3.0  2 Kg Non-Castable resin Grey 2 Kg Non-Castable Resin Transparent Green	1
9	Vacuum Membrane Press	Vacuum Membrane press for wood, PVC doors Work Table Size Single sided table.	1250mm x 2440mm, (48" x 96")	1

**Table 2: List of Tools and Consumables with detailed specifications under this tender**

1	NodeMCU (ESP8266) boards	including USB A to B cable+ male —male connecting wires+ female to female connecting wires+ male — female connecting wires	25 Sets
2	Raspberry Pi 5 boards	05 sets including HDMI — mini-HDMI connector, adaptor, casing	10 Sets
3	Memory card of 16 GB,	Micro SD Card	10



## For the participation in the Tender process:

1. Intending bidders may obtain copy of the **Tender document** containing all terms and conditions along with relevant specifications from the **JISCE AICTE IDEA LAB ([www.jiscollege.ac.in](http://www.jiscollege.ac.in))**
2. The Technical bids & Financial bids should be submitted in separate sealed envelopes super scribed as "Technical Bid" & "Financial Bid" as applicable. Sealed envelopes containing the Technical bid and the Financial bid must be placed in another envelope duly sealed and super scribed with the tender number, name of lab, and due date of tender opening.
3. If the bidder wishes to quote for more than one piece of equipment, they should quote product-wise as enumerated in Annexure.
4. If the bidding is not satisfactory to the management they can go for direct purchase from vendors based on mutual terms.

**PRINCIPAL**

## INSTRUCTIONS TO BIDDERS

### Eligibility Criteria

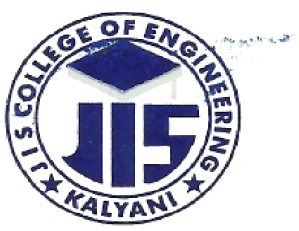
1. Minimum three years' experience in the field of supply of equipment.
2. Annual Turnover for supply of equipment at least Rs. 25 lakhs (Rupees Twenty-five lakhs) in each of the last three years i.e., 2020-21, 2021-22 & 2022-23 as per P&L audited statement of Account.
3. Must have supplied similar equipment to laboratories of State or Central Government Institutions or reputed Educational or Research Institutions and proof of such supplies should be produced.

### Documents Comprising the Bid

The bid prepared by the bidder shall comprise the following components. (These will also be used for determining the eligibility criteria).

Documentary evidence established in accordance with the eligibility criteria explained above that the bidder is eligible to bid and is qualified to perform the contract if the bid is accepted.

- a) Audited P&L Accounts for the last three years i.e., 2020-21, 2021-22 & 2022-23 (If not audited, then CA certified)
- b) Registration Certificate/Certificate of incorporation, if any.
- c) Authorized dealer Certificate from Manufacturer if the agency is a dealer.
- d) GST Registration
- e) Copy of PAN.IC IN No. of the Company
- f) GST number along with registered email id and phone number of the firm



## Period of Validity of Bids

Bid shall remain valid for **60 days** after the date of opening of bids prescribed by JISCE. A bid valid for a shorter period shall be rejected by JISCE as non- responsive.

In exceptional circumstances, JISCE may request the consent of the bidder for an extension to the period of bid validity. The request and the response there to shall be made in writing. The bid security provided also is suitably extended. The bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

## Submission of BID

Tender completed in all respects may be submitted by 5.00 PM on 10.02.2024 to the following address preferably through Speed Post or Registered Post (Tenders received after the due date and time shall not be entertained):

### JISCE AICTE IDEA LAB

**JIS College of Engineering,**

**Block A, Phase-III, Kalyani.**

**District - Nadia, West Bengal.**

**India. Pin: 741235.**

## Opening of Bids by JISCE

**The Institute Purchase Committee** shall open the **Technical bids Envelope** at 11.30 am on 15.02.2024. The committee shall review and finalize best 3 bids (for each equipment) on basis of Technical Specification mentioned in the Tender Notice.

These 3 shortlisted bids for each equipment will be send the invitation through email for participation in opening of financial Bid. The shortlisted bidder must nominate (via email), One representative permitted to attend the financial bid opening.

The financial bid of the bidders who are found Techno-commercially non appropriate, will be rejected, and returned unopened.

The respective Vendor has to deposit Rs. 500/- as Tender Fee (Non-Refundable) and Rs. 10000/- as EMD (Applicable once, whether bidding for 1 equipment or more).

## Rates Comparison

Bidders are requested to send their rates (inclusive of transportation, loading, unloading, GST etc, nothing extra will be paid towards delivery and installation) on for, JIS College of Engineering, Kalyani, Nadia, West Bengal, India.

## Parts of Equipment

Where the equipment is composed of several subunits/components, the rate should be quoted for each subunit/component.



The Institute reserves the right to increase or decrease the number of subunits/ components and number of equipment according to its requirements.

## AMC

It is required to have 1 free AMC for one year after the expiry of warranty period. Also, quote the AMC charges separately for comprehensive and non-comprehensive (labour and consumables) for two years after warranty period.

## Payment Terms

**Payment will be made to the supplier through following modes:**

**NEFT/Cheque/Demand Draft:** 70% payment will be made within 30 days from the date of receipt of material JIS College of Engineering, Kalyani and balance 30% after successful installation of the equipment.

## Delivery & Installation

All the items ordered shall be delivered and installed at JISCE, Kalyani within 3 Weeks from the date of issue of the purchase order. All the aspects of safe delivery and commissioning shall be the exclusive responsibility of the supplier. If the supplier fails to deliver and commissioning of the items/ components on or before the stipulated date, then a penalty at the rate of 1 % per week of the total order value shall be levied subject to maximum of 10% of the total order value. The goods are to be supplied within this stipulated period, failing which the supply order is liable to be cancelled.

## Training of Personnel:

The supplier shall provide the technical training to the personnel involved in the use of the equipment at the Institute premises, immediately after completing the installation of the equipment at the company cost.

## Site Preparation:

The supplier shall inform the Institute about the site preparation, if any, needed for the installation of equipment, within 1 week after the receipt of the purchase order. The supplier must provide complete details regarding space and all the other infrastructural requirements needed for the equipment, which the Institute should arrange before the arrival of the equipment to ensure its timely installation and smooth operation thereafter.

The supplier shall visit the Institute and see the site whether the equipment is to be installed and may offer his advice and render assistance to the Institute in the preparation of the site and other pre-installation requirements.

## Guarantee / Warranty:

Three-year warranty must be provided by the supplier from the date of the satisfactory installation / commissioning of equipment against the defect of any manufacturing, workmanship, and poor quality of components.

In case, supplier fails to repair / or rectify the equipment during the warranty/guarantee period, Institute may employ or pay another person/company for repairing the equipment, and all such damages, loss and expenses shall be recovered from the supplier.



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## **Award of Contract:**

JISCE shall evaluate as the most suitable by those eligible bidders whose offers have been found technically, commercially and financially acceptable and evaluated as the most suitable by JISCE.

Award of work shall be considered based on requirement as assessed by JISCE.

A Purchase order will be issued by JISCE to the selected Agency.

## **Undertaking from the Bidders:**

An undertaking will be submitted by the Bidder/firm/company/vendor that in the past they have never been banned/debarred for doing business dealings with the Ministry of Defence/Govt. of India/ any other Govt. organization and that there is no enquiry going on by CBI/ED/any other Govt. agency against them.

## **Jurisdiction**

This tender and or the contract or work order issued under this tender shall be governed by Laws of India and shall be exclusive jurisdiction of courts at Krishnanagar, Nadia, West-Bengal.

**PRINCIPAL**



## Tender Submission Letter

**(To be Typed & Submitted in the Letter Head of the Company/Firm of Bidder)**

Tender No: JISCE-IDEA LAB/Admin/Tender /2022-23/01

Dated: .....

To,

**The Principal,  
JIS College of Engineering,  
Block – A, Phase -III, Kalyani.  
District – Nadia. West Bengal  
PIN 741235**

Subject: Submission of Offer against Tender No: **JISCE-IDEA Lab/Admin/Tender /2023-24/05**

Dear Sir,

I/We hereby offer to carry out the assignment detailed in the Tender issued by AICTE IDEA LAB, JISCE, KALYANI, in accordance with the tender issued dated: 04.01.2024

I/We have carefully perused the following listed documents connected with the Tender documents and shall abide by the same.

Tender Document

1. Technical Bid
2. Financial Bid

Supporting Document

1. Audited P&L Accounts of last 3 years
2. Registration Certificate
3. Authorized Dealer Certificate, from Manufacturer (If applicable)
4. GST Registration letter along with email ID & Phone No.
5. Copy of PAN/CIN No.

I/We have furnished 'Tender Fee and Earnest Money Deposit (EMD)' for the work as provided for in the Tender Conditions as indicated by JISCE (Receipt Copy of Deposit is attached) I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the thereto.

Date:

Place:

Signature of authorized person

Full Name & Designation:

Company's Seal Date:





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## TECHNICAL BID - FORMAT

Name of the Bidder: \_\_\_\_\_

S.No.	Name of Equipment	Specifications		Quantity
		Parameter	Value	
1				
2				
3				
4				

### Terms & Conditions

- All the support services and replacement shall be provided with respect to “Company Partner Premier Support” Packs.
- The Vendor shall also provide On-Site Support (Hardware/Software) for all above mentioned location, whenever requested.
- The vendor shall coordinate with company for registering a call and delivery of support service on time.
- The vendor shall also arrange a standby device (if required) till the replacement of a faulty device received from company.

### Service Level Agreement:

- Response Time: 1 business day
- Resolution Time: 2 Business Day onsite by technically qualified engineer and all hardware repair/replacement support back-to-back from Manufacturer.



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## FINANCIAL BID – FORMAT

Name of the Bidder: \_\_\_\_\_

S No	Description	Amount	Taxes	Total Amount
1				
2				
3				
4				

Note: The bidder should quote price inclusive of all expenses, duties, levies, out of pocket expenses, etc.

Certified that the above offer is valid for **60 days** from the opening of technical bid.

Signature of the Authorized Signatory

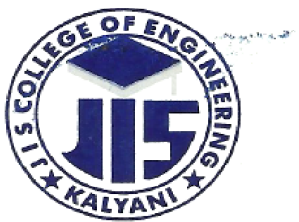
Name of the Firm: \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_/\_\_\_/\_\_\_

Address: \_\_\_\_\_

(with rubber stamp of the firm)



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## Certificate of Guarantee/Warranty (on letter head)

I / We certify that the guarantee / warranty shall be given for a period of 3 (Three) Year starting from the date of the satisfactory installation, commissioning and handing over of the equipment and the work completed under the contract. During the guarantee / warranty period, I / we shall provide the “after sale service” and the replacement of defective / or any part(s) of the equipment or rectification of defects of work of the equipment will be free of cost. The replacement of the parts shall be arranged by us, at our own cost and responsibility. We undertake that the above guarantee / warranty shall begin only from the date of successful installation. The benefit of change in dates of the guarantee / warranty period shall be in the interest of the user / your organization.

I / We shall try to repair the equipment at Institute premises. However, in case it is not possible to repair the equipment at Institute premises, we will take out the equipment to our site on our own expenses. We shall take the entire responsibility for the safe custody and transportation of the equipment taken out for repair still the equipment is rehabilitated to the Institute after repair. If any loss of equipment occurred during our custody, we will restore it / compensate to Institute for such losses.

I / We guarantee that in case we fail to carry out the maintenance work within the stipulated period, the Institute reserves the right to get the maintenance work carried out at our risk, cost and responsibility after informing us. The expenses of the same shall be recoverable from us with / without interest in accordance with the circumstances.

I / We undertake to perform calibration after every major repair / breakdown / taking the equipment out for repair from the Institute premises. I / We guarantee that we will supply spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogue price.

I / We guarantee to the effect that before going out of production of the spare parts, we will give the adequate advance notice to Institute so that Institute may undertake to procure the balance of the life time requirements of the spare parts.



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## List of Govt. Organization/ NITs/IISER/CSIR/IISc/ Reputed University/Institute

List of Government Organizations for whom the Bidder has undertaken such work during last three years (must be supported with work orders)

Name of the organization	Name of Contact Person	Contact No.

Name of application specialist / Service Engineer who have the technical competency to handle and support the quoted product during the warranty period.

Name of the organization	Name of Contact Person	Contact No.

The OEM/ authorized distributor / agent must be successfully completed at least 3 similar orders in JISCEs/ NITs/IISER/CSIR/IISc/ Reputed University/Institute during last 3 years.

Signature of Bidder

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Organization Name: \_\_\_\_\_

Contact No. : \_\_\_\_\_





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## Certificate of Declaration (on letter head)

Tender Notice No-

Date-

### Declaration

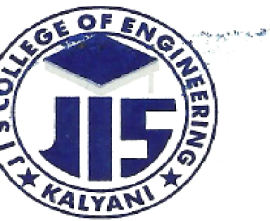
1. I/We have read the above terms and conditions carefully and these are acceptable to me.
2. I/We hereby declare that my firm/company/concern is registered for the above work. I/We am in the business of the above work, which can be verified from my record. I/we have not been blacklisted by any Government and other organization.

Name of the Tenderer

Address

Signature of the Tenderer

With Seal and Date



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## INTEGRITY PACT

### To Whomsoever It May Concern

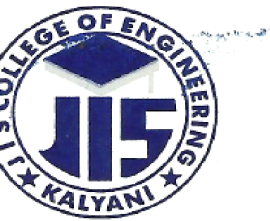
Subject: Tender Number **JISCE-IDEA Lab/Admin/Tender /2023-24/05** for procurement of items to be used in AICTE IdeaLab in JIS College of Engineering, Kalyani

It is here by declared that The Principal, JIS College of Engineering, Kalyani is committed to follow the principle of transparency, equity, and competitiveness in public procurement.

The subject Tender Number JISCE-IDEA Lab/Admin/Tender/2023-24/05 is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the JIS College of Engineering.

Yours faithfully,  
Prof. Dr. Partha Sarkar  
Principal,  
JIS College of Engineering  
Block A, Phase III,  
Kalyani. District – Nadia.  
West Bengal. India.  
PIN - 741235



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## INTEGRITY PACT

To,

The Principal, JIS College of Engineering  
Block A, Phase III,  
Kalyani. District – Nadia.  
West Bengal. India.  
PIN - 741235

Sub: Submission of Tender for the work **JISCE-IDEA Lab/Admin/Tender /2023-24/05**

Dear Sir,

I/We acknowledge that JIS College of Engineering is committed to follow the principles there of as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that **THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the NIT.

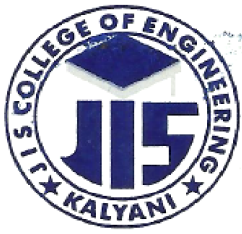
I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by JIS College of Engineering. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, JIS College of Engineering shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/ bid.

Yours faithfully

(Duly authorized signatory of the Bidder)





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To be signed by the bidder and same signatory competent /  
authorized to sign the relevant contract on behalf of JIS College of  
Engineering.

## INTEGRITY AGREEMENT

This Integrity Agreement is made at ..... on this ..... day of ..... 20 .....

BETWEEN

JIS College of Engineering represented through The Principal,

(Hereinafter referred as the 'Principal', which expression shall unless repugnant to the  
meaning or context hereof include its successors and permitted assigns)

AND

.....

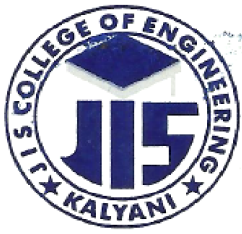
.....

(Name and Address of the Individual/firm/Company)

through ..... (Hereinafter  
referred to as the

(Details of duly authorized signatory)

“Bidder/Contractor” and which expression shall unless repugnant to the meaning or context  
hereof include its successors and permitted assigns)



## Preamble

WHEREAS the Principal has floated the Tender (NIT No. JISCE-IDEA LAB/Admin/Tender /2022-23/01)

(hereinafter referred to as  
“Tender/Bid”)

and intends to award, under laid down organizational procedure, contract for JISCE Ideal-Lab Procurement

(Name of work)

hereinafter referred to as the “Contract”.

AND WHEREAS the Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

### Article 1: Commitment 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 any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - (c) The Principal shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive



suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

## Article 2: Commitment of the Bidder(s)/Contractor(s)

1. It is required that each Bidder/Contractor (including their respective officers, employees, and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commits himself 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(s)/Contractor(s) 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 execution of the Contract or to any third person any material or other 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(s)/Contractor(s) will not enter with other Bidder(s) 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 cartelize in the bidding process.
  - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
  - (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or



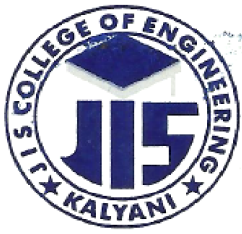
any other intermediaries in connection with the award of the Contract.

3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

### Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal under law or the Contract or its established policies and laid down procedures, the Principal shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal's absolute right:

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal. Such exclusion may be forever or for a limited period as decided by the Principal.
2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal apart from exercising any legal rights that may have accrued to the Principal, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
3. Criminal Liability: If the Principal obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to law enforcing agencies for further investigation.



## Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises 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 action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal.
3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may, at its own discretion, revoke the exclusion prematurely.

## Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
2. The Principal will enter into Pacts on identical terms as this one with all Bidders and Contractors.
3. The Principal will disqualify Bidders, who do not submit, the duly signed Pact between the Principal and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

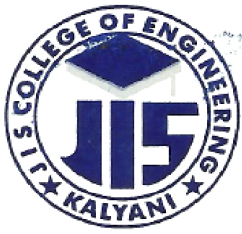
## Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

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

## Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the



partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

#### Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

(For and on behalf of Principal)

WITNESSES:

1 .....  
(signature, name and address)

2 .....  
(signature, name and address)

Place:

Date: