



Indian Institute of Technology  
(Banaras Hindu University)  
Varanasi - 221005

**Notice Inviting Tender on GeM  
for  
Purchase of Wavelength Dispersive X-Ray Fluorescence Spectrometer (WD-XRF)**

S.NO.	DESCRIPTION	PAGE
1.	Tender Details	2
2.	Technical Qualification Criteria	3
3.	Technical Bid	4
4.	Price Bid	5
5.	General Terms and Conditions	6-13
6.	Annexure-1 (Technical Specification)	14-17
7.	Annexure-2 (Declaration/ Undertaking)	18
8.	Annexure-3 (Certificate of Turnover)	19
9.	Annexure-4 (Similar Work Performance Certificate)	20
10.	Annexure-5 (Manufacturing Authorization Form)	21
11.	Annexure-6 (Format for Performance Bank Guarantee / Performance Security)	22-23
12.	Annexure-7 (Land Border Declaration Certificate)	24
13.	Annexure-8 (Pre Contract Integrity Pact)	25-31

The Tender document may be downloaded from the website of the Institute <http://www.iitbhu.ac.in> and <https://gem.gov.in/> Tenders are invited under two-bid system, through online mode only, from established, reputed and experienced vendor/manufacturers/suppliers/distributors/wholesalers on behalf of Indian Institute of Technology (BHU), Varanasi – 221005 (U.P.). Tender should be submitted on or before stipulated date as mentioned in the tender document as per the GeM through online mode only.

**No manual bids will be accepted. All quotation (both Technical and Financial should be submitted in the GeM portal).**

The tender should be addressed to **Professor In-charge, Central Instrument Facility (CIF), Indian Institute of Technology (BHU) Varanasi, Varanasi - 221005, Uttar Pradesh, India**

*The Institute shall not be responsible for any delay in submitting online Bids. The Institute reserves the right to accept or reject any bid, cancel the Tender without assigning any reason thereof. No correspondence in this regard will be entertained.*

1. The bidder must read the prescribed terms & conditions given on GeM Bid Details and in this document and accept the same to proceed further to submit the bids.
2. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked/required; otherwise, the bid will be rejected.
3. Submission of tender document confirms that bidder has unconditionally accepted all terms and conditions stipulated in the tender document.
4. The bidder has to submit the tender document well in advance before the prescribed time to avoid any delay or problem during the submission process.
5. In case the date of opening of tenders declared is a holiday or off day, the tenders shall be opened on the next working day at given time.
6. Bids shall be submitted online only at <https://gem.gov.in/>. Tenderers are advised to follow the GeM portal instructions for online bids submission.
7. Tenders will have to be submitted in TWO PARTS i.e. (a) Technical Bid and (b) Financial Bid through ONLINE mode only.
8. Bid Security/EMD (2% of the estimated cost) should be uploaded as per the latest guidelines of the Govt. of India/GFR-2017 and its amendments.

## **TECHNICAL QUALIFICATION CRITERIA**

- i. Technical Specification compliance sheet given on GeM bid details as per Annexure 1, and Offered products/ model should be in production and latest datasheet/ product brochure of the same should be available on OEM's official website.
- ii. The firm must submit an Undertaking on its letter head that they have not been blacklisted/debarred by any State Government/Central Govt./PSU Department/ Other Organization; not convicted by any court of law, accepted all terms and conditions of the tender document **Annexure-2**.
- iii. Bid Security/EMD declaration: 2% of the estimated value in the name of Registrar, Indian Institute of Technology (BHU), Varanasi - 221005.

**Name of Account:** Registrar, IIT(BHU)

**Name of the Bank:** State Bank of India

**Name of Branch:** IT, BHU, Varanasi

**Account No.:** 32778803937

**IFSC:** SBIN0011445

Please note the bidder should sent the original EMD through SPEED POST or reliable domestic and e-commerce services to Professor In-charge, Central Instrument Facility (CIF), Indian Institute of technology (BHU), Varanasi – 221005 with Name and Number of above tender within 07 days from the last date of submission of tender bid (Scan copy of the same should be uploaded on GeM portal).

- iv. The minimum average annual turnover of the participating firm should be 2.5 Crore in last 3 financial years. CA certified document of turnover should be attached as per Annexure-3 with certified balance that of above financial year.
- v. OEM/Bidder must have the experience of supply one order of 80% of the bid value in any financial year (22-23, 23-24, 24-25) OR any two Experience of supply 50% bid value OR any three Experience of supply 40% bid value for similar work in last three years to any Central State Govt. Organization / PSU / Public Listed Company. Copies of contracts/work orders and documentary evidence of successful execution/completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer (Annexure-4). Experience should be in the name of bidder or principal manufacturer/OEM.
- vi. Copy of authorization Letter and/or distributorship letter and Land Boarder Declaration Certificate should be uploaded as per the GeM bid requirement along with an undertaking from the OEM is required stating that they would facilitate the bidder on a regular basis with technology/product updates and extend all support for the

warranty period and TEN years beyond the warranty in confirmation with this bid for the quoted items. In case the OEM withdraws its authorization from bidder, the above service will continued to be provided by the OEM.

vii. Submission of a duly executed *Integrity Pact* (Annexure-8) on ₹ 100 non-judicial stamp paper in hard copy on or before the Tender Opening Date is mandatory. A soft copy must also be submitted along with the bid. Non-submission of the hard copy within the stipulated time shall render the bid non-responsive.

The hard copy must be sent through Speed Post or any reliable domestic courier/e-commerce service to:

**Professor In-charge**

Central Instrument Facility (CIF)  
Indian Institute of Technology (BHU)  
Varanasi – 221005

The envelope should be clearly super scribed with the Name and Number of the above tender.

viii. The Interested bidder required to submit all the annexures and bid documents after duly sealed & signed along with the technical bid documents.

**TECHNICAL BID**

The Technical bid should be submitted online having following documents in PDF format as prescribed:

- i. Signed and scanned copy of compliance sheet of Technical specification sheet given as per the GeM bid details. (Annexure -1).
- ii. Signed scanned copy of Undertaking (Annexure -2).
- iii. Signed and scanned copy of OEM / Bidder annual turnover as per the GeM bid requirement. (Annexure -3)
- iv. Signed and scanned copy of Experience criteria / Past Performance as per the GeM bid requirement. (Annexure -4)
- v. Signed and scanned copy of OEM authorization letter (Annexure -5) and Land Border Declaration Certificate (Annexure -7).
- vi. Signed and scanned copy of EMD(Annexure -6), Integrity Pact (Annexure -8) & MSME Exemption Certificate (if applicable) as per GeM.

## PRICE BID

- i. The Price bid should be submitted online in downloaded format as per the GeM BOQ.
- ii. The price bids of only those firms will be opened who are found technically qualified after evaluation of technical bids, based on the documents & information submitted by the tendered.
- iii. The quoted rates should be inclusive of all taxes, loading, unloading, transportation and installation charges etc.
- iv. Unit Price can be quoted in INR only.
- v. GST rate as applicable shall be taken into account while quoting rate.
- vi. **The option items given on the Annexure -1 must be submitted along-with the bid documents on the firm letterhead. The validity of the optional quote should be for at least one year from the contract date and this procurement subject to the availability of the funds.**

Sl No.	Description	Unit Price including GST
a)	<b>Fusion Bead Equipment:</b> Multi-position electric based fusion bead machine with all accessories such as Pt crucible (2 nos.) and mold (2 nos.), Lithium Tetraborate and Lithium Metaborate Fluxer for making fusion bead for mentioned sample types. Ultrasonic Bath for cleaning the Pt wares. Weighing balance and Furnace having temperature range upto 1000oC (ramp rate 1oC/min) with Alumina Crucible (60 Pcs Capacity 50ml), including one-year warranty should be quoted.	
b)	<b>C &amp; N Analysis Crystal:</b> Dedicated Crystal and Collimator for C and N analysis in solid samples.	

## **GENERAL TERMS AND CONDITIONS**

### **1. RATES:**

- i. Rates quoted should be in Indian Rupees (INR) only, FOR destination at Central Instrument Facility (CIF), Indian Institute of Technology (BHU), Varanasi - 221005 (U.P.) on DOOR Delivery basis, inclusive of all the charges including all taxes, packing, unpacking, loading, unloading, transportation and installation charges, insurance and commissioning etc.
- ii. The tendered rates shall remain valid and applicable during the whole execution period and the supplier shall not be entitled to any price variation or escalation except for statutory changes if any.

### **2. VALIDITY:**

- i. The quoted rates must be valid 180 days which shall be reckoned from the date of opening for price bid.
- ii. If tenderer denies honoring any purchase order or withdraws his/her offer during the said validity period, the action will be taken as per the GFR-170(iii)

### **3. WARRANTY/GUARANTEE:**

- i. Suppliers must give the comprehensive warranty in writing that everything to be supplied by them hereunder shall be free from all defects and faults in material, workmanship and material shall be in full conformity with the specifications. The period of warranty shall not be less than period as mentioned in technical specification of the software's/equipment from the date of successful installation.
- ii. The supplier shall confirm that the goods supplied are new, unused and of the most recently manufactured and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract.
- iii. The supplier shall further warrant that all goods supplied shall have no defect arising from design materials or workmanship or from any act or omissions of the supplier that may arise under normal use of the supplied goods in the conditions prevailing in the Institute.
- iv. All charges about supply of spare parts, labour, travel, per diem and accommodation to supplier's staff, etc. shall be borne by the supplier during the period of warranty. The Institute shall not pay any additional charges for services rendered during the warranty period.

- v. Supplier should clearly mention about their service set up in India for prompt service support along with the contact details of service engineers specially trained on the offered system. Service should be provided within 5 days from the report of technical problem so that machine down time is minimized. In case, the Equipment/System remains non- operational for more than 10 days, then warranty period will be extended for the equivalent period for which Equipment/System remained non-operational. Warranty extension in such case shall be done without prejudice to any other term & condition of the contract

#### **4. CONTRACT:**

- i. The technically qualified tenderer who is awarded the order will have to give acceptance within 07 days on receipt of such communication. Further, an agreement having terms and conditions laid down in tender documents will require to be signed on prescribed format within 15 days of acceptance of such order.
- ii. The agreement would be signed on a non-judicial stamp paper of Rs 100/- as per the Annexure -5 and cost of which is to be borne by the qualified tenderer.

#### **5. DEFECT LIABILITY CLAUSE:**

- i. In case of any loss, breakage/damage and manufacturing defects are detected in the supplied material; it shall be replaced/repaired by the manufacturer/supplier free of cost and without any charges whatsoever.
- ii. The supplier will remain responsible for any defect arising out of defective or improper materials or workmanship in the work during period of warranty and they shall be bound to make good the same at their own cost or in case of failure to do so, the Institute may cause the same to be made good by other alternative agency and deduct the expense from any sum that may be due and any time thereafter may become due to the supplier or from performance security as per GFR-171. The maximum downtime during warranty period should not be more than a week from the time the complaint is lodged.

#### **6. DELIVERY & INSTALLATION:**

- i. Delivery, installation and commissioning of equipment at the Institute will have to be completed within period of 120 days from date of issue of purchase order.
- ii. Suitable extension of time may be granted on reasonable ground as per GFR

2017.

- iii. Electricity power connection to be provided at site of Installation by the institute. All equipment must be compatible with Indian electrical standards and codes. Engineering documentation on the physical sizes and weights of all major and minor components must be submitted.

## **7. PENALTY FOR DELAYED DELIVERY:**

- i. In the event of delayed delivery, Installation & Commissioning i.e. after the expiry of the period as mentioned in P.O., the bidder shall be liable for a penalty deduction at a rate 0.5 % per week of delay to be computed on per day basis or as per the GeM.
- ii. The maximum levy of compensation shall be 10% of the contract value or as per the GeM.

## **8. FORCE MAJEURE:**

- i. "Force Majeure" shall mean any event beyond the reasonable control of the purchaser and/or supplier notwithstanding the reasonable care of the party affected.
- ii. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances there of within fourteen (14) days after the occurrence of such event.
- iii. Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not:
  - a. Constitute a default or breach of the Contract
  - b. Give rise to any claim for damages or additional cost or expense occasioned thereby by
  - c. If and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

## **9. PERFORMANCE SECURITY DEPOSIT:**

- i. The successful tenderer (Supplier) will be required to furnish a performance security deposit equal to 03 % of the value of purchase (including GST) on the Performa of Bank Guarantee for Performance Security given at Annexure-6 if

applicable as per the GeM.

ii. The Performance Security Deposit shall also be in the form of Demand Draft/FDR/Bank Guarantee from any Nationalized Bank including SBI in favour of the Registrar, Indian Institute of Technology (BHU), Varanasi - 221005. EMD may also be deposited through NEFT/RTGS to the following detail (UTR No. should be submitted in the technical bid)

**Name of Account:** Registrar, IIT(BHU)

**Name of the Bank:** State Bank of India

**Name of Branch:** IT, BHU, Varanasi

**Account No.:** 32778803937

**IFSC:** SBIN0011445

iii. It shall be submitted within 07 days from the date of communication of award.

iv. It shall remain valid up to 60 days beyond all contractual/ obligations including warranty.

#### **10. TERMS OF PAYMENT:**

i. 100% payment will be made on successful delivery of the software's/equipment and after successful installation of software/equipment; training and submission of Performance Security deposit i.e. 3% of the order value if applicable as per the GeM.

ii. The Institute shall be at liberty to withhold any of the payments in full or in part subject to recovery of taxes including TDS as applicable and recovery of penalty, if any.

iii. The payment mentioned in this point includes all types of payments due to the supplier arising on account of this contract, all payments shall be made by NEFT/RTGS/DBT only after fulfillment of (i) and (ii) above.

iv. Supplier should provide bank account detail in the following format:

Name of Bank	
Address of the Branch	
IFSC	
Bank Account No.	
Type of Account	
GST NO./GST Type	

## **11. DISPUTE:**

- i. In case of any disputes, the decision of the Director of the Institute shall be final and binding on the Bidders.
- ii. **ARBITRATION**  
1. The Contract is based on mutual trust and confidence. Both the parties agree to carry out the assignment in good faith. If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the Institute and the Bidder/ contractor in connection with or arising out of the Contract, whether during the contract period or completion and whether before or after the termination, abandonment or breach of the contract, shall be referred to and settled by sole arbitrator appointed by the Director, Indian Institute of Technology (BHU), Varanasi - 221005 (U.P.) who shall give written award of his decision to both the parties in accordance with arbitration and conciliation act 1996 and rules framed thereof. Arbitration shall be conducted at "*Varanasi Jurisdiction*" (U.P.) in English language. The decision of the arbitrators so reached shall be final and binding on both the Parties. All disputes are subject to "*Varanasi Jurisdiction*" only.

## **12. TRAINING:**

- i. Training, if any required, shall be provided by the supplying company on the operation of the software's/equipment for adequate period after installation.

## **13. CLARIFICATION:**

- i. For any clarification with respect to technical specifications, please contact to the Professor In-charge, Central Instrument Facility (CIF), Indian Institute of Technology (BHU), Varanasi- 221005 on email id [incharge.cif@iitbhu.ac.in](mailto:incharge.cif@iitbhu.ac.in), or [office.cif@iitbhu.ac.in](mailto:office.cif@iitbhu.ac.in).

## **14. GENERAL INSTRUCTIONS:**

- i. Any other term/rule/clause not specifically mentioned here, GFR 2017/CVC guideline shall be referred.
- ii. Not more than one tender shall be submitted by one tenderer or tenderers having relationship. Under no circumstances will father and son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/ director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable for rejection.
- iii. Tenderer who has downloaded the tender document from the Institute website and/or GeM website shall not tamper/ modify the tender form including downloaded price bid template in any manner. In case if the same is found to

be tampered/ modified in any manner, tender will be completely rejected, and action will be taken as per the GFR-170 and tenderer is liable to be banned from doing business with the Institute.

- iv. Bid Security Deposit (EMD) of 2% of estimated cost (as per GeM) may be provided in E Mode or Physical Mode as mentioned in the Tender Documents and as per the Guidelines of the GeM. Security Deposit should be in favor of "Registrar, Indian Institute of Technology (BHU), Varanasi – 221005 payable at Varanasi and should be sent through SPEED POST or reliable domestic and e-commerce services on the above address with Name and Number of above tender within 07 days from the last date of submission of tender bid (Scan copy of the same should be uploaded on GeM portal). Institute will follow the rules of GFR 2017 in this regard. Micro and Small Enterprises (MSMEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or the firms registered with Central Purchase Organization and Startup(s) are exempted from submission of Security Deposit (EMD) as per the rules of Govt. of India. The Bidders are advised to submit the copies of the required documents with the tender documents if they are claiming Bid EMD exception. Institute will follow the rules of GFR 2017 in this regard.
- v. Performance security of 3% of the contract amount has to be furnished within 07 days of issue Letter of Acceptance by the successful bidder. Performance Security should be in favor of " Registrar, Indian Institute of Technology (BHU), Varanasi – 221005 payables at Varanasi, UP. Institute will follow the rules of GFR 2017 in this regard.
- vi. Intending tenderers are advised to visit the website [www.iitbhu.ac.in](http://www.iitbhu.ac.in) regularly till closing date of submission of the tender for any corrigendum/addendum/amendment which could be uploaded subsequently against this tender.
- vii. No unsolicited correspondence shall be entertained after submission of the offer. Tenders received through any other mode than online shall not be accepted.
- viii. If the bidder is an authorized representative in India, they are required to inform their technical ability to take care of the problems in the system, if developed later with in the warranty and outside the warranty period. The responsibility of the Indian agent must be clearly/specified.
- ix. If an order is placed with the firm, the purchase shall be governed by an agreement as per the Institute rules enforced at the time.

- x. To safe guard the interests of the Institute, additional terms & conditions will be incorporated in the purchase order, if needed.
- xi. The Bidder(s) must be authorized business partners of Global/National service providers of the respective Software's Packages/equipment.
- xii. The Bidder(s) must enclose authorization letter from the respective global/national service providers of the above said Software/equipment particularly mentioning an undertaking that in case of default by the Bidder, they (Global Service Provider) shall take over all the responsibilities of the Bidder.
- xiii. The Bidder(s) should not be involved in any Bankruptcy filing for protection from it.
- xiv. The necessary service support should be provided by Bidder(s) during the agreement period.
- xv. In case the tenderer withdraws, modifies or changes his/her offer during the validity period, bid is liable to be rejected and the action will be taken as per the GFR-170 without assigning any reason thereof.
- xvi. Conditional bids shall be summarily rejected.
- xvii. The tenderer shall quote only one specific make/model, options shall not be quoted. Quoting of options and terms like better/ equivalent/latest/OEM etc. will lead to technical disqualification.
- xviii. Quoted equipment should be complete in all aspects for its proper functioning including required accessories, computer, software and printing device.
- xix. The Director, Indian Institute of Technology (BHU), Varanasi – 221005 reserves the right to accept or reject any bid or tender and/or withdraw the Purchase Order without assigning any reasons, whatsoever.
- xx. The financial bids of the bidders will be opened only after qualifying the technical bid.
- xi. **It will be mandatory to sign and stamp every document submitted by the bidder, otherwise the bid will be considered as rejected along with the Pre Contract Integrity Pact (To be typed on non-judicial stamp paper of the value of Indian Rupees of One Hundred).**
- xxii. BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
- xxiii. Manufacturer authorization form (MAF) needs to be submitted for all items

asked in BoQ

- xxiv. The documents asked for along with the bid must be completely filled, attested and signed.
- xxv. It is mandatory to have the experience of supplying the primary category given in the tender for last three years.
- xxvi. MSME registered bidder will be exempted from experience and turnover criteria, submit certificate if applicable as per the policy of GeM.
- xxvii. The contracting firm shall fully comply with all applicable laws and regulations and the court shall not be responsible for any contravention of any provision of any law in force at any time.
- xxviii. Bidder must submit copy of GST and PAN.
- xxix. The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt and never been blacklisted/debarred/suspended by any Government/ Semi Government/ GeM/ PSU/ Banks/ Universities/ Educational Institute/ Autonomous body etc. Bidder to upload undertaking to this effect with bid.
- xxx. Copies of Audited Balance Sheet and Profit and Loss account (for last 3 financial years).
- xxxi. Scope of supply (Bid price to include all cost components): Supply Installation Testing and Commissioning of Goods
- xxxii. The Bidder/OEM must submit signed technical specification compliance sheet of all items.

## ANNEXURE – 1

### TECHNICAL SPECIFICATION

**1. Name of Equipment : Technical Specifications of Wavelength Dispersive X-Ray Fluorescence Spectrometer (WD-XRF)**

Sl No.	Technical Specification	
1.	<b>X-ray Generator</b>	Minimum continuous rated output: 4.0 kW or better Voltage: 20- 60 KV or better Current: 5 – 150 mA (or better) with an increment of 1mA (Variable Voltage and current. HT Stability minimum +/-0.0001% or better for Mains stability
2.	<b>X-ray tube</b>	End-window type X-Ray tube ( 4kW, 2-60 kV, 5- 150 mA or higher) with Rh-target and tube below geometry with programmable setting having minimum distance between sample to X-Ray Tube target for achieving maximum intensity with thin Beryllium Window with 50 $\mu$ or better
3.	<b>Goniometer</b>	High Precision, Goniometer angular reproducibility 0.0002 degrees or better Scanning speed $\geq$ 300°/min or better
4.	<b>Analyzer crystals</b>	Minimum 8 crystal holding capacity. Offering alignment-free attachment of crystals. List of compulsory crystals to be offered along with other options: LiF200; LiF220; Ge (curved); PET Synthetic multilayer crystal for Analysis of O to Mg Dedicated Crystal & Collimator for analysis of Be & B
5.	<b>Beam filter changer</b>	Multiposition (minimum six) fully automated primary beam filter changer and optimized filter configuration
6.	<b>Collimators</b>	the XRF should have the provision for minimum 4 (four) primary collimators (Fine / Coarse / Medium / Extra Coarse for very low concentration of elements). Suitable collimators must be quoted as per our requirement. The collimator should be automatically controlled through software. Special dedicated collimators minimum 2 nos. must be provided for elemental mapping analysis.
7.	<b>Detectors</b>	2 Nos. or more .. (i) Flow proportional detector for analysis of light elements .. (ii) Scintillation detector for analysis of medium and heavy elements
8.	<b>Elements range to be covered</b>	Be (Z = 4) to Am (Z = 95)
9.	<b>Type of samples to be analyzed</b>	Solid (powder as pellet/ fused bead), and liquid
10.	<b>Analysis Medium</b>	Vacuum and Helium
11.	<b>Samples holder</b>	Sample holder (minimum 60 Position) mask options with diameters ranging (5 mm to 34 mm; Automatic sample loader

		(min. 20 nos. of sample holder should be quoted)with elemental mapping facility; Direct loading in the reference position with failsafe mechanism; Sample spinning facility
12.	<b>Sample holder for liquid and powder sample</b>	Sample Cup: 500 nos., Mylar Foil (2.5 $\mu\text{m}$ ): 500 pre cut
13.	<b>Protection of spectrometer chamber and X-Ray tube:</b>	Protection of Spectrometer chamber and X-ray Tube must be available against liquid spillage and dust particle from sample and sample breakage during sample analysis. Dust collection kit should be part of scope of supply. This should be part of basic XRF design.
14.	<b>Small spot analysis and elemental mapping</b>	Elemental mapping facility with WD-XRF technique with the smallest spot size ( $\leq$ 300 microns), with a minimum step size resolution of 100 microns or better
15.	<b>Vacuum pump</b>	Single high-performance vacuum pump with Vacuum accessories. The Vacuum system should be oil-free, preferably TMP.
16.	<b>Software</b>	<ul style="list-style-type: none"> <li>Guidance-based software system. Software should have a provision for the following:</li> <li>All active operations should be controllable through the software</li> <li>Simultaneous data collection, calibration and data analysis facility</li> <li>Standard-less analysis software based on fundamental parameter algorithms</li> <li>Dedicated factory developed calibration for analysis of major &amp; minor oxides in Geology, Ceramic, Refractory, Cement, Soil samples to be supplied with min. 30 standard sample.</li> <li>Special separate factory developed calibration for Trace element analysis including rare earth elements must also be included.</li> <li>The software shall provide soft copy access to raw and processed X-ray fluorescence spectral data for detailed spectral analysis.</li> </ul>
17.	<b>Gas cylinders (P10, He)</b>	Provision for P-10 and Helium gas cylinders (Two nos. with 47 litres each capacity) and double stage regulator for P10 and He (2 no. each) to be supplied as a part of the machine
18.	<b>Computer systems</b>	High-End Workstation PC with a latest-generation Intel Core i9 or better processor, minimum 32 GB RAM (expandable), dedicated graphics card with at least 4 GB, 1 TB SSD, reliable motherboard, and standard cooling. The system shall be supplied with a licensed Windows 11 Pro or similar OS, a 27-inch LED monitor, a keyboard and mouse, a Printer (colour laser with n/w compatible), USB ports, a CD/DVD drive, and a LAN port for data transfer.
19.	<b>External /internal Chiller</b>	Suitable compact cooling system for smooth running of XRF
20.	<b>Warranty</b>	01 Year standard warranty with an additional 02 years AMC
21.	<b>UPS</b>	An online suitable UPS with an isolation transformer or better, with at least 1 Hour of Backup.
22.	<b>Installation and commissioning</b>	The instrument is to be installed, tested, and commissioned by a supplier representative at our premises, to the user's satisfaction,

		at no cost.
23.	<b>Training</b>	The supplier should provide on-site operational and application training ( <b>5 days</b> ), free of cost. Training should be imparted at least 2 times within warranty period.
24.	<b>Safety</b>	The system should be housed in a high-safety-standard radiation enclosure as per international norms.
25.	<b>Warranty of X-ray Tube</b>	24 months warranty on the X-ray tube
26.	<b>Sample preparation equipment</b>	<p>A. Automatic Pellet press (40 Ton capacity) for making 40mm pellet, Die set for making 40mm pellet in steel ring; Binders: boric acid 5Kg; Cellulose powder 5Kg; Steel ring (50Pcs.);</p> <p>B. Vibratory cup mill for grinding Tungsten Carbide (WC) bowl set-150ml -2 nos.; Chrome steel bowl set (150ml) -2nos</p>
27.	<b>Detection limit of the elements</b>	Less than $\leq$ 1ppm or more batter
28.	<b>Spectral resolution</b>	It should be very high, $\leq$ 5eV, with excellent peak separation.
29.	<b>Optional Items (to be quoted separately): Procurement of optional Items will depend on the availability of funds</b>	
a)	<b>Fusion Bead Equipment</b>	Multi-position electric based fusion bead machine with all accessories such as Pt crucible (2 nos.) and mold (2 nos.), Lithium Tetraborate and Lithium Metaborate Fluxer for making fusion bead for mentioned sample types. Ultrasonic Bath for cleaning the Pt wares. Weighing balance and Furnace having temperature range upto 1000°C (ramp rate 1°C/min) with Alumina Crucible (60 Pcs Capacity 50ml), including one-year warranty should be quoted.
b)	<b>C &amp; N Analysis Crystal</b>	<b>Dedicated Crystal and Collimator for C and N analysis in solid samples.</b>

### Other Terms

1. Vendors should have supplied at least 5 nos. of XRF in IITs, Reputed University, Refineries, Petrochemical and CSIR Lab. List of users with telephone no and Email IDs should be enclosed.
2. All equipment must be compatible with Indian electrical standards and codes. Engineering documentation on the physical sizes and weights of all major and minor components must be submitted.
3. The Institute reserves the right to accept or reject any/all quotations without assigning any reason thereof.

4. All prices should be **DPU** (Delivered at Place Unloaded), Central Instrument Facility (CIF), Indian Institute of Technology (BHU), Varanasi.
5. Installation by a Factory Trained Service Engineer is mandatory.
6. Price of the facility should be quoted in **Indian Rupees only**.
7. **Penalty:** A penalty of 0.5 % of the order value will be applied for late delivery of the goods for each week thereof, subject to a maximum of 10%.
8. **Bank Guarantee (BG):** Successful bidder have to furnish **03%** of the order value as a performance security in the shape of Fixed Deposit Receipt / Bank Guarantee in favour of the **Registrar, Indian Institute of Technology (BHU) Varanasi** which will be valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations. Fixed Deposit Receipt / Bank Guarantee should be issued from a scheduled bank in India. Bank guarantee is only applicable for the Supplier who will get the Award of Contract and will submit at the time of installation of the instrument.
9. The bidder must be authorized by the respective OEM to supply, install and maintain the system. The Tender should be enclosed with proper certifications like **Authorization Certificate and the Proprietary Certificate**, in case of Proprietary items.

## ANNEXURE-2

(To be submitted on letter head of the tenderer firm/organization)

### **DECLARATION/ UNDERTAKING**

1. I, ----- Son /Daughter of Shri----- ----- Proprietor/ Partner/ CEO /MD/ Director/ Authorized Signatory of M/s. ----- am competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.
3. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief.
4. I/ we/ am are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
5. Each page of the tender document and papers submitted by my Company is authenticated, sealed and signed, and I take full responsibility for the entire documents submitted.
6. This is certified that our organization has been authorized (Copy attached) by the OEM to participate in Tender. We further certified that our organization meets all the conditions of eligibility criteria laid down in this tender document. Moreover, OEM has agreed to support on regular basis with technology /product updates and extend support for the warranty.
7. The prices quoted in the price bids are subsidized due to academic discount given to IIT (BHU) Varanasi.
8. We, further specifically certify that our organization has not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/Govt. Department/Public Sector Undertaking in the last three years (**should be supported with an Affidavit on stamp paper**)

**Seal and signature of Tenderer along with official stamp**

Place:

Date:

### **ANNEXURE-3**

(TO BE ISSUED BY PRACTISING COST/CHARTERED ACCOUNTANT ON THE LETTER HEAD)

#### **CERTIFICATE OF TURNOVER**

This is to certify that M/s, \_\_\_\_\_(Agency Name & Address) is in the business of Manufacturing/ Reselling of Softwares/Equipments. Their Turnover in each Financial Year during the preceding 03 (Three) years are as given below:

Year Turnover. (In Rupees)

FY 2022-23

FY 2023-24

FY 2024-25

This is further to certify that the above Turnover is in line with the Turnover declared by the Agency in their Balance Sheet and Profit & Loss account filed under PAN NO.\_\_\_\_\_

Place:

Date:

Seal and signature of Cost/ Chartered Accountant

## ANNEXURE-4

(To be submitted on letter head of the tenderer firm/organization)

### **PREVIOUS SIMILAR ORDER EXECUTED**

Please quote best minimum prices applicable for a premier Educational and Research Institution. The party must give details of purchase orders identical or similar equipment supplied to any IITs/NITs/Govt. R&D Organization/Govt. Offices/PSU/Govt. Funded Universities/Govt. Funded Autonomous Bodies/Govt. bodies as per below Format in last financial year (to be enclosed in Price Bid / Commercial Bid) along with the final price paid and details are mandatory.

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

Order placed by (Full address of Purchaser)	Order No. and Date	Description and quantity of ordered equipment	Value of Order	Date of completion of delivery as per contract	Remarks indicating reasons for late delivery, if any and justification for price difference of their supply order & those quoted to us	Has the Equipment being installed satisfactorily (Attach a Certificate from the Purchaser/Consigner)	Contact Person along with Telephone No., Fax No. and e-mail address.

*(Kindly enclose the scan copy of aforementioned purchase orders)*

### **Details of Technical Expert**

<b>Name of application specialist / Service Engineer who have the technical competency to handle and support the quoted product during the warranty period.</b>		
<b>Name of the organization</b>	<b>Name of Contact Person</b>	<b>Contact No.</b>

Place: .....

Date: .....

Signature and Seal of the Manufacturer/ Bidder

## ANNEXURE-5

### **ORIGINAL EQUIPMENT MANUFACTURER (OEM)** **Manufacturing Authorization Form (MAF)** **(On Letter Head of Manufacturer)**

Tender No.: .....

**To,**  
**Professor In-charge**  
**Central Instrument Facility (CIF)**  
**Indian Institute of Technology (BHU) Varanasi**  
**Varanasi-221005, Uttar Pradesh, India**

Dear Sir,

We manufacturer of original equipment at ..... (address of factory) do hereby authorize M/s ..... (Name and address of Agent) to submit a bid, negotiate and receive the order format against your tender enquiry. M/s. ..... is authorized to bid and conclude the contract in regard to this business. We hereby extend our full guarantee and warranty as per clause ..... of the terms and conditions NIQ for the goods and services offered by the above firm.

Further, OEM also undertake that they would facilitate the bidder on a regular basis with technology/product updates and extend all support for the warranty period and TEN years beyond the warranty in confirmation with this bid for the quoted items. In case the OEM withdraws its authorization from bidder, the above service will continued to be provided by the OEM.

Yours Faithfully,

(Name)  
(Name & Seal of Manufactures)

## ANNEXURE-6

**Format For Performance Bank Guarantee (PBG)/ Performance Security**  
***(To be typed on non-judicial stamp paper of the value of Indian Rupees of One Hundred)***

[To Be Established Through Any of the Nationalized Commercial Banks (Whether situated at Varanasi or Outstation) with A Clause to Enforce the Same on Their Local Branch at Varanasi]

**To,**  
**The Registrar**  
**Indian Institute of Technology (BHU) Varanasi**  
**Varanasi – 221005, Uttar Pradesh, India**

### **LETTER OF GUARANTEE**

WHEREAS Indian Institute of Technology (BHU), Varanasi (Buyer) has invited tender vide Tender No..... dated..... for purchase of ..... AND WHEREAS the said tender document requires that eligible successful bidder (seller)..... wishing to supply the equipment / machinery, etc. in response thereto shall establish an irrevocable Performance Bank Guarantee in favour of "The Registrar, Indian Institute of Technology (BHU) Varanasi" in the form of Bank Guarantee for Rs. ..... (**3% of the contract value**) and the Performance Bank Guarantee shall remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the seller, including warranty obligations from the date of issue of Performance Bank Guarantee and the eligible successful bidder (the seller) shall submit the same within 14 (Fourteen) days from the date of Award of Contract.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said bidder (seller) fails to abide by any of the conditions referred to in tender document / Award of Contract / performance of the equipment / machinery, etc. this Bank shall pay to Indian Institute of Technology (BHU), Varanasi on demand and without protest or demur Rs. ..... (Rupees.....).

This Bank further agrees that the decision of Indian Institute of Technology (BHU) Varanasi (Buyer) as to whether the said bidder (Seller) has committed a breach of any of the conditions referred in tender document / Award of Contract shall be final and binding.

We, ..... (Name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the

constitution of the bidder (Seller) and/ or Indian Institute of Technology (BHU), Varanasi (Buyer). **Not with standing anything contained herein:**

1. Our liability under this Bank Guarantee shall not exceed Rs. .... (Indian Rupees only).
2. This Bank Guarantee shall be valid up to ..... (date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if IIT (BHU), Varanasi serve upon us a written claim or demand on or before .....(date). This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at ..... situated at ..... (Address of local branch).

Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:

Date:

ANNEXURE-7

**LAND BORDER DECLARATION CERTIFICATE**  
*(To be submitted on the letterhead of Company)*

**To,**  
**Professor In-charge**  
**Central Instrument Facility (CIF)**  
**Indian Institute of Technology (BHU) Varanasi**  
**Varanasi-221005, Uttar Pradesh, India**

**We certify as under:**

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered.

**We certify that:**

- a. We are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed);  
**and**
- b. We shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE-8

**PRE CONTRACT INTEGRITY PACT**

**(To be typed on non-judicial stamp paper of the value of Indian Rupees of One Hundred)**

**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2010, between, on one hand, the President of India, acting through Shri \_\_\_\_\_, designation of the officer, Ministry/Department, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/S \_\_\_\_\_ represented by Shri \_\_\_\_\_ Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (name of the Stores/ Equipment/ Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/ Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract entered into with a view to:-  
Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and  
Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereby agree to enter into this Integrity Pact and agree as follows:

**Commitments of the BUYER**

- 1.1.** The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or

immortal benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2. The BUYER will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.
- 1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is *prima facie* found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **Commitments of BIDDERs**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
  - 3.1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
  - 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

- 3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4. BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.
- 3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.  
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956.
- 3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### **4. Previous Transgression**

- 4.1.** The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2.** The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Earnest Money (Security Deposit)**

- 5.1.** While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_\_ as specified in the RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
  - (i)** Bank Draft or a Pay Order in favour of \_\_\_\_\_
  - (ii)** A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
  - (iii)** Any other mode or through any other instrument, as stated in RFP.
- 5.2.** The Earnest Money / Security Deposit shall be valid up-to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3.** In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4.** No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

#### **6. Sanctions for Violations**

- 6.1.** Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

- 6.2. The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.
- 6.3. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However,

the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **7. Fall Clause**

7.1. The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub system was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **8. Independent Monitors**

8.1. There shall be Independent Monitors (hereinafter referred to as Monitors) appointed by the BUYER for this Pact in consultation with the Central Vigilance Commission.

8.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

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

8.7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8. The Monitor will submit a written report to the Foreign Secretary, Ministry of External Affairs, within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## **9. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## **10. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER

## **11. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## **12. Validity**

- 12.1.** The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2.** Should one or several provisions of this Pact turn out to be invalid, the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

**13.** The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

**BUYER**

**BIDDER**

**Name of the Officer**

**CHIEF EXECUTIVE OFFICER**

**Designation**

**Department/Ministry/PSU**

**Witness**

**Witness**

-----END-----