

Request for Proposal (RFP)

For

Purchase of White Flash Camera Traps

Forms can be downloaded from the web sites below and no sale/Purchase shall be made at any office in person. Processing fee Rs 2, 000/- (Rupees Five Thousand Only) Non refundable. Technical qualification financial bid shall be enclosed respectely last date.

“Achanakmar Tiger Conservation Foundation ”.

www.tigersofachanakmar.org

www.fmisonline.org

November 2017

For Field Director Achanakmar Tiger Reserve, Lormi,

By

**Chief conservator of forests(wild life), Near ramkrishna mission, Koni
Bilaspur (C.G.)**

Phone : 07752-260070 08085553337,Fax: 07752-260070,

Email ID- fielddir_atr@rediffmail.com

Website : www.tigersofachanakmar.org www.fmisonline.org

CONTENTS OF RFP DOCUMENT

The RFP document comprises of the sections as listed below and would additionally include any addenda issued before the due date of submission of the RFP. Any reference to the RFP document includes all the contents unless specifically mentioned otherwise:-

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PART A: DISCLAIMER

The information contained in this Request for proposal (hereinafter referred to as "RFP") document provided to the Bidders, by the **Field Director Achanakmar Tiger Reserve Lormi, (C.G.)** hereinafter referred to as **FDATR** or any of their employees or advisors, is provided to the Bidder (s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the FDATR their employees or advisors to consider the Camerainess/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources. FDATR their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP Document.

FDATR may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

PART B : Notice Inviting Tender

FIELD DIRECTOR ACHANAKMAR TIGER RESERVE, LORMI, DISTRICT- MUNGELI (CHHATTISGARH)

Request for proposal (RFP) For Purchase of White Flash Camera Traps

Field Director Achanakmar Tiger Reserve intends to purchase **White Flash Camera Traps total 100 Nos. (the numbers may increase or decrease)** as per specification given in the RFP document. Bids are invited from reputed distributors authorized by original equipment manufacturer(O.E.M.)/ Authorized suppliers possessing relevant capabilities in separate envelopes with supporting documentary evidences as provided in the Instruction to bidders in the RFP by **29/11/2017** at Following address by 2 PM. **This tender will be valid only for one year.** The RFP document can be downloaded from the websites www.tigersofachanakmar.org and www.fmisonline.org.

SI.No.	Tender round	Last date & time for receipt of tender form	Place where tender form will be received	Date & time of opening the tender
1	First round tender	29/11/2017 up to 2:00 PM	Office of the CCF (Wildlife) Koni, Bilaspur.	29/11/2017 At 3:00 PM
2	Second round tender (if first round tender is not accepted)	5/12/2017 up to 2:00 PM	Office of the CCF (Wildlife) Koni, Bilaspur.	5/12/2017 At 3:00 PM
3	Third round tender (if first & second round tender is not accepted)	12/12/2017 up to 2:00 PM	Office of the CCF (Wildlife) Koni, Bilaspur.	12/12/2017 At 3:00 PM

Mailing address

Office of Chief Conservator of Forest (Wild Life)
Bilaspur –near ramkrishna mission, Koni
Bilaspur (Chhattisgarh) 495001

Field Director

Achanakmar Tiger Reserve
Lormi, (C.G.)

PART C : RFP Summary

1.	Name of Authority	Field Director Achanakmar Tiger Reserve																				
2.	Authority Address	Lormi, (Chhattisgarh).																				
3.	NIT No. & Date of Issue	Tender Notice No. /D.M./ 3972 /Bilaspur/dated 7/11/2017																				
4.	Quantity and Type of Camera to be Purchased	White Flash Camera Traps total 100 Nos. (Numbers may increase or decrease)																				
5.	Particular of Tender	Tender for supply of 100 (Numbers may increase or decrease) White Flash Camera Traps as per requirement.																				
6.	Required Specification	<p>Recommended as per Wild Life Institute of India :</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Technical Specification/Parameters</th> <th style="text-align: left;">Minimum requirement</th> </tr> </thead> <tbody> <tr> <td>Resolution</td> <td>>= 3 MP</td> </tr> <tr> <td>Pictures (White flash)</td> <td>Day - Colour Night - Colour</td> </tr> <tr> <td>Trigger speed</td> <td>< = 0.25 Sec</td> </tr> <tr> <td>Delay/Recovery Time</td> <td>< = 45 Sec</td> </tr> <tr> <td>Flash Illumination range</td> <td>> = 10 Meter (33 Feet)</td> </tr> <tr> <td>Power Supply</td> <td>AA or D type battery</td> </tr> <tr> <td>Data Storage</td> <td>> = 2 GB</td> </tr> <tr> <td>Stamping on Photo</td> <td>Date, Time & camera id</td> </tr> <tr> <td>Protective Cover</td> <td>ALL WEATHER</td> </tr> </tbody> </table>	Technical Specification/Parameters	Minimum requirement	Resolution	>= 3 MP	Pictures (White flash)	Day - Colour Night - Colour	Trigger speed	< = 0.25 Sec	Delay/Recovery Time	< = 45 Sec	Flash Illumination range	> = 10 Meter (33 Feet)	Power Supply	AA or D type battery	Data Storage	> = 2 GB	Stamping on Photo	Date, Time & camera id	Protective Cover	ALL WEATHER
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Protective Cover	ALL WEATHER																					
7.	Tendering Currency	Indian Rupee (INR)																				
8.	Pre-bid Conference	--																				
	Last Date for download of Tender Document	29/11/2017																				
	Last Date of Submission of Tender	29/11/2017 upto 2.00 p.m.																				
	Opening of Technical Bid	29/11/2017 on 3.00 p.m.																				
	Opening of Financial Bid	Shall be after wards																				
9.	Payment Schedule	<p>Cost of RFP Document</p> <p>Downloadable from websites www.tigersofachanakmar.org and www.fmisonline.org. Downloadable Processing fee Rs 2, 000/- (Rupees Five Thousand Only) Non refundable clary the name of Deputy Director.</p>																				

		Earnest Money Deposit (EMD)	Rs 1 Lacs (One Lacs) through DD or banker cheque payable at Bilaspur drawn in favor of “ The Deputy Director Achanakmar Tiger Reserve ” Lormi . signing of supply agreement whereas in case of other bidders, EMD will be refunded within 30 days from the date of finanlisation of tender.
10.	Eligibility Criteria		<p>(i) The tenderer should be engaged in the distribution, supply or manufacture and should have supplied at least 200 Cameras which are satisfactorily working within last three years ending on 31 March 2017. (Tenderer should attach purchase order/letter of awards/agreement duly issued by authentic agencies to support this.) Tenderer should attach authorization certificate by Original Equipment Manufacturer (OEM) or certificate of dealership / services by the authentic distributors with the technical bid.</p> <p>(ii) The tenderer should have the capability to supply Camera as per technical specifications and should be able to confirm availability of required quantity and after sales services in Bilaspur.</p> <p>(iii) The tenderer should have average annual turnover of more than INR fifty lakh only for supply of Camera traps during the last three financial years ending on 31st March 2017 pertaining to supply of Camera/camera equipment. This should be validated by attaching a certification by an authentic C.A. report. The technical experience and financial capabilities of any other Group Company, or holding company or subsidiary company of shall not be considered for evaluation of this criterion.</p> <p>(iv) The Tenderer shall tender directly or through its authorized representative only. Each Tenderer can be represented only though one Tender. Tenderers making multiple Tenders, either directly or through representatives, are liable to be rejected. Agents, brokers and middlemen are not eligible for participation in the Tender.</p>
11.	Delivery Schedule & Contract period		Period of contract will be 1 year from the date of the agreement. The Successful bidder will have to provide the required camera trap within 10 days from the date of supply order.
12.	Payment Term		Payment will be released on receipt of equipments and acceptance of material in good condition and verification by the Capable Officer

13.	Warranty Period	Warranty period shall be of one year.
14.	Liquidated Damages	<ul style="list-style-type: none"> • If the supplier fails to supply the same within schedule time period provided in the Contracted delivery period (s) specified in the contract the FDATR shall, without prejudice to other remedies under the contract, levy/deduct pre-estimated liquidated damages @ 0.25% per week or part thereof of the total value of the Camera whose supply has been delayed (inclusive of duties & taxes which the contractor has failed to deliver within the period fixed for delivery for delay of each week or part thereof). • The amount of pre estimated liquidated damages to be charged under the contract shall not exceed 5% of the total value of contract.
15.	Delivery Point	Delivery Point for all Camera must be at office of deputy director achanakmar tiger reserve Lormi dist. Mungeli (C.G.) All supply will be at FOR basis.

PART D: Definition and Abbreviation

1. In this RFP, the following word(s), unless repugnant to the context or meaning thereof, shall have the meaning(s) assigned to them herein below:

“Bidder” means the bidder meeting the eligibility criteria.

“Camera” for the purpose of this RFP shall have the meaning / specification given in annexure 1 of part F.

“Contract” means collectively the cover agreement as annexed with this RFP document.

“Contracted Delivery schedule” shall have the meaning specified in the RFP document

“Contractor” means the Bidder with whom the contract is executed and shall be deemed to include Contractor’s successors as approved in writing by the Authority, representative, heirs, executors and administrators, as the case may be, unless excluded by the term and contract.

“Deadline for Submission of Bids / tenders” shall mean the last date and time for receipt of Bid as set forth in the RFP document or such other date / time as may be decided by FDATR in its sole discretion and notified to the Bidders by dissemination of requisite information in this behalf on the FDATR website and or/ in writing either by email or by facsimile or by registered post.

“Delivery of Camera” shall be deemed to take place only if Camera are delivered in accordance with the term of the Contract / agreement; after approval by the Inspecting Officer if so provided in the contract to –The Authority at its premises /site, or Where so provided, the interim Authority at its premises;

“Earnest Money Deposit /Bid Security” shall have the meaning ascribed to it in clauses of Instruction to Bidders (ITB).

“Effective Date” of the contract shall mean the date on which the ‘Letter of Acceptance’ (LOA) is dispatched by the Authority;

“Government” means the [Government of Chhattisgarh (GoCG) or Government of India (GoI)];

“Letter of Award” (LOA) means the letter or memorandum communicating to the successful Bidder the acceptance of its Bid.

“Officer In-charge” means the person duly authorized by the Authority to execute the Bid Process and sign correspondence and the Contract on behalf of the Authority.

“Period” shall mean the entire term of the agreement.

“Bid” or “Quote” means the proposals submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof including the Techno-Commercial proposal and financial proposal along with all other document forming part and in support thereof.

“Bidding Process” means the process of selection of the Successful Bidder through competitive bidding and includes submission of Bids / tenders, scrutiny and evaluation of such bids as set forth in the RFP.

“Bidder” means a company/Partnership/Proprietary Firm registered in India, engaged in the manufacture and supply of specified Camera / Camera spare parts.

“Authority” means Officer In charge of “Authority” --- Field Director Achanakmar Tiger Reserve or its authorized representatives;

“Purchase Officer” means the official signing the “Letter of Award” and includes any officer who has authority to execute relevant contract on behalf of the Authority;

“Authority Website” means the website .

“RFP” and/ or “RFP Document”/ and or tender/ Bid document means this RFP document comprising of a number of Parts/sections/clauses etc namely Disclaimer, Brief Overview, Notice Inviting Tender (NIT) and Key Details, Definitions and Abbreviations, Instruction to Bidders (ITB), General Conditions of Contract (GCC), Schedule of Requirements(SOR), Technical Specifications (TS), Techno-Commercial Evaluation Proforma (TCEP), Price Schedule (PS) and Bid Forms, Annexure and other Formats and any applicable Schedules thereto.

“Services” means services ancillary to the supply of the Camera including such as transportation and insurance etc:

“Signed” includes stamped.

“Site” means the place specified in Contract at which supply is required to be executed by the supplier under the Contract or any other place approved by the Authority for the purpose;

“Successful Bidder” mean the Bidder to whom a Letter of Award is issued by the Authority.

“Writing or Written” includes matter, either in whole or in part, in manuscript type written, lithographed, photocopied, photographed or printed form under or over signature or seal, as the case may be;

2. Any other term(s), not defined herein above but defined elsewhere in this RFP shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to be have been included in this Part.

PART E: INSTRUCTION TO BIDDERS (ITB)

1. Introduction

The Achanakmar Tiger Reserve has a total area of 914.017 Sq. KM out of which 626.195 KM is the the core area and 287.822 KM is the buffer. It is well-linked with the Kanha Tiger Reserve and, Phen Sanctuary in MP and Boramdev Wildlife Sanctuary in Chhattisgarh. It also maintains connectivity with Bandhavgarh Tiger Reserve and Pench Tiger Reserves, M.P. The Achanakmar Tiger Reserve is also well linked with Guru Ghasidas National Park (Proposed TR), an extension of Sanjay National Park in MP, in northern side. It has a considerable tiger population linking through Marwahi Territorial divisions and Manendragarh Territorial divisions, which are predominantly forested areas, having more than 70% of geographical area under forests. The ATR is distantly connected with Tadoba Andhari National Park, Navegaon National Park, Pench National Park in Chhattisgarh. However, it is difficult to comment on the functionality of the interlinking Habitat Blocks (considerably large forested areas) and Corridors (narrow forested connections/ linkages). The ensuing TCP undertakes to study and establish the functionality of these interlinking forest areas apart from managing and maintaining the buffer and core areas.

On the south-western side, the Achanakmar Tiger Reserve connects with the core zones of Phen wild life sanctuary and Boramdeo wild life sanctuary both extending into the core zone of Kanha TR that holds a good tiger population. The connectivity also extends through the Kawardha Territorial forest division.

2. Objective The Achanakmar Tiger Reserve intends to strengthen its monitoring program for elusive carnivores and other wild animals as well. To fulfill above purpose of phase-4 monitoring protocol as enunciated by NTCA is an integral part of tiger reserve management. for this images capture and recapture warrants extensive use of camera trap equipments.

Therefore this tender intends to procure effective White Flash Camera traps equipments for the same. Bidders are required to go through the contents herein after thoroughly before submission.

3. About the project: This Tiger Conservation Plan for Achanakmar Tiger Reserve is for the period 2015-16 to 2025-26 i.e. for 10 years. Field Director Achanakmar Tiger Reserve has now decided to undertake a competitive bidding process for selection of a supplier to implement the project on the term and conditions specified in this RFP document.

4. Scope

The scope of the Project will broadly include the following, and is provided in detail in the Draft Contract (Part F of the RFP Document):

- (a) **Camera:** Supply of White Flash Camera Traps **total 100** number Camera as per specification given in the tender document. All Bidders should note that Authority has

the right to reduce or increase the number of Camera at any time before supply of the same.

- (b) **Compliance with Technical Specification:** The Camera required against this RFP Document shall confirm to the Specification given in the tender document.
- (c) **Warranty:** The Successful Bidder shall ensure a warranty period of [1 (one) years to ensure trouble free services & supply of components of Camera.
- (d) **Spares and after sales services:** The Bidder shall confirm adequate availability of spare parts and after sale services for the Camera offered in the bid **by furnishing an undertaking on their official letter head** .
- (e) **Insurance:**
 - (i) Transit insurance :
 - (aa) Transit insurance till delivery/acceptable of Camera at Authority's premises, shall be arranged by the supplier at its own cost. Supplier shall be responsible till the ordered quantity of all Camera arrives in safe and sound condition at destination as specified by the Authority, complying with all statutory requirements. Insurance Documents in original be submitted along with delivery documents. Insurance charges shall be clearly indicated separately in the break –up of prices.
 - (bb) For the Camera manufactured in India using imported aggregates, in the case of DDP destination contract, marine insurance covering transit risk up to ultimate destination in India (ultimate Authority) shall be arranged and paid for by the Successful Bidder.
 - (cc) The Authority shall advise supplier within 30 days of arrival of Camera at destination regarding any loss/ damage etc. of Camera and it shall be the responsibility of the supplier to lodge necessary claim on the carrier and/ or insurer and pursue the same. The Successful Bidder shall, however, at his own cost replace/rectify Camera that are lost/ damaged to the entire satisfaction of the Authority, within 30 days from the date dispatch of intimation from the Authority, without waiting for settlement of the claim.
 - (ii) Insurance after Delivery: On acceptance of Camera by Authority, Authority shall arrange third party insurance at its own cost. The supplier shall be required to arrange insurance of Camera till they are delivered to and accepted by the Authority.

- (iii) The supplier shall be entirely responsible for suitable packing wherever required keeping in view the arduous conditions during transportation, handling and storage in tropical conditions (including monsoon) so as to eliminate damage/ deterioration of Camera during transit/ trans-shipment/ handling or storage.

(f) Bidding by one or more entities forming a consortium is not permitted. Bidders representing consortiums/ joint ventures are not eligible for submitting their Bid in response to this RFP Document. Furthermore, brokers, dealers and intermediaries are not permitted to submit any Bids on behalf of other entities. Training of staff on use & maintenance of camera.

(g) Bidder shall:

- (i) Offer only one model of the required type of Camera;
- (ii) Quote only one rate for the tendered quantity of type / size of Camera;
- (iii) Offer Bid for the entire quantity of the type of Camera being Bid for, as mentioned in the RFP Summary;
- (iv) Ensure that the Camera offered shall confirmed Specification as given in this tender document.
- (v) Conditional offers/ rates on any account shall not be accepted.

(h) The contract period for supply of camera trap will be 1 year from the date of agreement & the Successful bidder will be bound to supply within 10 days of supply order date.

5. INSTRUCTION FOR THE BID SUBMISSIONS

5.1 Brief Description of the Bidding Process

- (a) The Authority shall adopt a single bid process with evaluation as per the RFP (referred to as the “**Bidding Process**”) for selection of the Successful Bidder for award of the project. The Bidders shall submit their Bids in accordance with this RFP. The Bidders need to offer bid which confirm to the draft Contract provided as part of this RFP Document and the Technical specifications.

The Bid submitted by the each Bidder will comprise of two envelopes, kept in one Large envelope.

Envelope 1: “Key Submissions and Technical Bid and

Envelop 2: “Price Bid”

- (b) Bidders must note that the Envelop 2 “Price Bid” of the only such Bidders who submit responsive bids and who meet the Qualification Criteria and are determined to be “Eligible Bidders” in accordance with the provisions if this RFP will be opened.
- (c) This RFP is not transferable.
- (d) The Bidders others than the Successful Bidders , shall be kept in reserve and may in accordance with the process specified in Clause 3 of this RFP , be invited to match the Bid submitted by the Successful bidders in case such successful bidders withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Successful Bidder, the Authority may in it discretion, either invite fresh Bids from all Bidders or annul the Bidding Process, as the case may be.
- (e) Bidders are invited to examine the Project in greater detail, and to carry out at their cost, such studies as may be required for submitting their respective Bids for the award of the project.
- (f) Any queries or request for additional information concerning this RFP shall be submitted in writing by fax or through e-mail to the officer designated as provided in this RFP
- (g) **Cost of RFP document**
Bid document can be downloaded from website.

5.2 Bid due date

- (a) The last date of submission of the Bids (“the **Bid Due Date**”) shall be 2 PM on 29.11.2017.
- (b) Bid should be submitted before 2 PM on the Bid Due Date at the address and in the manner and form as detailed in this RFP.
- (c) The Authority may, in its sole description, extend the Bid Due Date by the issuing an Addendum uniformly for all Bidders.
- (d) Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summary rejected.

5.3 Earnest Money Deposit

- (a) The Bidders are required to deposit, along with the Bid an Earnest Money Deposit of **Rs. 1,00,000/- (Rupees one lakhs only)** (“**Earnest Money Deposit**“ or “**EMD**”) in the form of DD in favor of Deputy Director, Achanakmar Tiger Reserve, Lormi.
- (b) Any Bid not accompanied by the EMD shall be summarily rejected by the Authority as non-responsive.

- (c) The EMD of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible and latest by 30th day of signing of the contract by the successful bidders or when the Authority cancels the Bidding process.
- (d) The successful Bidder's EMD will be returned after execution of the contract.
- (e) The Authority shall be entitled to forfeit and appropriate the EMD *inter alia* in any of the events specified in Clause 2.4(g) herein below. The Bidder, by the submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid Validity Period as specified in this RFP. No relaxation of any kind on EMD shall be given to any bidder.
- (f) The EMD shall be furnished in India rupees only. No interest shall be payable by the Authority on the EMD.
- (g) The EMD shall be forfeited and appropriated by the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following Conditions.

- (i) If a Bidder submits a non – responsive bid:

Provided, however that in the event of encashment of the EMD occurs from operation of this clause 2.4(g) (i) the extent to which the EMD would be forfeited and appropriated by the authority shall be restricted to 5% of the value of the EMD.

- (ii) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in clause 4 of this ITB;
- (iii) If a Bidder withdraws its bid during the Bid Validity Period as specified in its RFP and as extended by mutual consent of the respective Bidders(s) and the Authority;
- (iv) In the case of successful Bidder, if it fails within the specified time limit-
 - (i) To sign and return the duplicate copy of LOA in accordance with the terms thereof;
 - (ii) To sign the Contract within the time specified by the Authority; or
 - (iii) To furnish Performance Security within the period prescribed in the contract,
 - (iv) In case the Successful Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

5.4 Eligibility of Bidders

- 5.4.1 The Bidder should be legally competent to enter into a contract as per prevailing Indian law, and must be either: (i) a company incorporated under the Companies Act, 1956 (as amended or re enacted or restated, and including the Companies Act, 2013 as notified from time to time) or (ii) a partnership firm or (iii) proprietorship firm

The bidders shall submit copies of its certificate of incorporation and the memorandum and Article of association / registration certificate along with its bid.

Bidding by one or more entities forming a consortium is not permitted. Bidders representing Consortium / joint venture are not eligible for submitting their bid in response to this RFP document. Furthermore, brokers, dealers and intermediaries are not permitted to submit any Bids on behalf of other entities.

The Bidder must fulfill the Eligibility criteria specified in the RFP.

- 5.4.2 The Bidder's qualification and capability will be established by the evaluation of the Qualification submissions on the following parameters:

(A) Technical Capacity

- (i) Bidder shall be engaged in manufacture or distribution (authorized distributor or supplier) for the supply of for at least preceding three years ending on 31/03/2017. Tenderer should attach authorization certificate by Original Equipment Manufacturer (OEM) or by authorized distributor with the technical bid.
- (ii) Bidder should have supplied at least 200 Cameras which are satisfactorily working within last three years ending on 31 March 2017.

Bidder shall submit copies of Purchase Orders / Letters of Awards / Agreement as documentary evidences, along with its bid.

The tenderer should have the capability to supply Camera as per technical specification and should be able to confirm availability of required quantity and after sales service in Bilaspur.

- (iii) The Tendering company shall tender directly or through it's authorized Representative only. Each Tenderer can be represented only though one Tender. Tenderers making multiple Tenders, either directly or through representatives, are

liable to be rejected. Agents, brokers and middlemen are not eligible for participation in the Tender.

Bidders blacklisted by any government department, PSU or Government company are not eligible. In this regard a Self Attested Anti blacklisting certificate is required to be provided as per the format prescribed in Annexure 7.

(B) Financial Capacity

- (i) The tenderer should have average annual turnover of more than INR fifty lakh only for supply of Camera traps during the last three financial years ending on 31st March 2017 pertaining to supply of Camera/camera equipment. Should be validated by attaching certification by an authentic C.A. report. The technical experience and financial capabilities of any other Group Company, or holding company or subsidiary company of shall not be considered for evaluation of this criterion.
(i.e. during last three financial year's starting from 2014-15, 2015-16 & 2016-17.)
- (ii) The Bidder shall provide supporting documents duly signed by the authorized representative of the Bidder evidencing its Technical Capacity and Financial Capacity. Copies of all supporting documents are to be self attested by the authorized representative of the Bidder as the true copies.

5.5 Price Bid for the purpose of evaluation

- (i) The price of the Camera quoted by the Bidder shall be bid parameter which shall be used for the purpose of evaluation of the Bids and selection of the Successful Bidder in accordance with the term and condition of this RFP Documents.
- (ii) The Price Bid of only the bidder, who technically qualify and is declared "Eligible Bidder", shall be opened in the presence of such of the Bidders and / or their authorized representatives who choose to attend.

The time and date of opening of Price Bid shall be informed to the Bidders who are declared as Eligible bidders in advance. The Bidders' authorized representatives who are present shall be required to sign and record their attendance.

- (iii) In case of the reasons for delay in the delivery of the Camera are attributable to the Contractor, any upward revision in the statutory levies shall be payable at the rate prevailing during Contracted Delivery Schedule. The Authority shall not be liable to bear such upward revision.
- (iv) Notwithstanding above, in case of the reasons for delay in the delivery of Camera are attributable to the Contractor, any downward revision in the statutory levies shall be payable as per actual.

- (v) The Prices quoted for Camera shall be firm and not subject to any upward variation except for the variation in statutory levies and duties separately quoted by the Bidders.

5.6 Number of Bids

No bidder shall submit more than one Bid pursuant to this RFP.

5.7 Cost of Bidding

The Bidder shall also be responsible and shall pay for all of the costs associated with the preparation of its Bid and its participation in the Bidding Process. The Authority will not be responsible or in any way liable for such cost, regardless of the conduct or outcome of the Bid.

5.8 Conflict of Interest

A Bidder shall not have a conflict of interest (the “**conflict of interest** “) that affects the Bidding Process. Any bidder found to have such a conflict of interest shall be disqualified. In the event of disqualification, the Authority shall forfeit an appropriate the EMD or Performance Security , As the case may be, payable to the Authority for, inter alia , the time, cost and effort of the Authority , including consideration of such Bidder’s proposal , without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

- (i) Such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have a common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Bidder or a constituent thereof in the other bidder(s) (or any of its constituent) is not more than 5%(five percent) of its paid up and subscribed capital; provided further that this disqualification shall not apply to any ownership by a bank , insurance company , pension fund or a public financial institution referred to in section 4A of the Companies Act 1956. For the purpose of this clause 2.9 (i), indirect shareholding held through one or more intermediate person shall be computed as follows : (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the“ Subject person”) shall be taken into a account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub- clause (aa) above, where a person does not exercise control over an intermediary , which has shareholding in the Subject Person , the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a Proportionate basis; provided, however , that no such shareholding shall be reckoned under this sub - clause (bb) if the shareholding of the such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) A constituent of such Bidder is also a constituent of the another Bidder; or
- (iii) Such Bidder or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder or Associate, or has provided any such subsidy grant, concessional loan or subordinated debt to any other Bidder or any Associates thereof; or
- (iv) Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (v) Such Bidder, or any Associates thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party / parties , that puts either or both of them in a position to have access to each others' information about, or to influence the Bid of either or each other; or
- (vi) Such Bidder has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the project.

Notwithstanding anything stated herein a conflict of interest situation arising at the pre-qualification stage will be considered to subsist only, as between such applicants attracting conflict of interest provision an account of shareholdings, who submit bids under this document.

5.9 Verification of Information

- (i) The Bidders shall be deemed to have submitted their respective Bids after verifying the information in relation to the project including but not limited to infrastructure , facilities , location ,surroundings ,climate, availability of power , water and applicable laws and regulations , and any other matter considered relevant by them .
- (ii) It shall be deemed that by submitting a Bid , the Bidder has :
 - a) Made a complete and careful examination of the RFP;
 - b) received all relevant information requested from the Authority;
 - c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority;
 - d) satisfied itself about all matters , things and information herein above necessary and required for submitting an informed Bid, execution of the project in accordance with the RFP and performance of all of its obligation there under;

- e) acknowledged and agree that its inadequacy , lack of completeness or incorrectness of information provided in the RFP or ignorance of any of the matters in this RFP herein above shall not be a basis for any claim for compensation ,damages , extension of time for performance of its obligations, loss of profits etc. from the Authority , or a ground for determination of the Contract;
 - f) acknowledged that it does not have a Conflict of Interest; and
 - g) Agreed to be bound by the undertakings provided by it under and in terms thereof.
- (iii) The Authority shall not be liable for any omission, mistake or error on the part of the Bidders in respected of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

5.10 Right to accept and reject any or all Bids

Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

5.11 Verification and Disqualification

- (i) The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Authority, make available all such information, evidence and document as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relive the Bidder of its obligations or liabilities hereunder not will it affect any rights of the Authority there under.
- (ii) The Authority reserves the right to reject any Bid and appropriate the EMD if :
 - (a) At any time, a material misrepresentation is made or un covered, or
 - (b) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation / improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Bids have been opened and the lowest Bidder get disqualified / rejected, then the Authority reserves the right to;

- (aa) Invite the remaining Bidders to submit their Bids ; or

- (bb) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- (iii) In case it is found during the evaluation of Bids or at any time before signing of the Contract or after its execution and during the period of subsistence thereof , that one or more of the pre-qualification conditions have not been met by the Bidder , or the Bidder has made material misrepresentation or has given any materially incorrect or false information , the Bidder shall be disqualified forthwith if not yet appointed as the Contractor either by issue of the LOA or entering into the Contract , and if the successful Bidder has already been issued the LOA or has entered into the Contract , as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated by communication in writing by the Authority to the Successful Bidder or the Contractor , as the case may be, without the Authority being liable in any manner whatsoever to the Successful Bidder or Contractor. In such an event, the Authority shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the Authority under the RFP and/or the Contract.

5.12 Contents of the RFP

This RFP comprises the disclaimer set forth herein above, the contents thereof, and will additionally include any addenda issued in accordance with this RFP..

The draft Contract provided by the Authority as part of the Bid Documents shall be deemed to be part of this RFP.

5.13 Clarification

- (i) Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail at the address provided in of this RFP. They should send in their queries on or before the date of pre bid meeting.
- (ii) The Authority shall Endeavour to respond to the questions raised or clarification sought by the Bidders. However, the Authority reserves the right not to response to any question or provide any clarification, in its Sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the Authority it responds to any question or to provide any clarification.
- (iii) The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFP. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be bidding on the Authority.

5.14 Amendment of RFP

- (i) At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

- (ii) Any Addendum issued hereunder will be in writing and may be uploaded on the Authority's website.
- (iii) In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.
- (iv) The Authority shall not be responsible for non-dispatch of the amendment in the RFP Document, if any, to the prospective Bidders.

5.15 Format and Signing of Bid

- (i) The Bidder shall provide all the information sought under this RFP.
- (ii) The Bid and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.
- (iii) The original and all copies of the Bid shall be typed or written neatly in indelible ink and shall be signed by the Bidder through a person duly authorized to bind the Bidder to the Contract. The authorization to the said person shall be substantiated by a Power-of-Attorney accompanying the Bid. In case of the Bidder being Company incorporated under Indian Companies Act 1956, the Power of Attorney shall be supported by a Board Resolution in favour of the person vesting power to the person signing the Bid. The person or persons so authorized for signing the bid/bids shall initial all pages of the bid/bids including printed literature. Each page of the Bid must be numbered at the right hand top corner.
- (iv) The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case, such corrections shall be initialed by the person or persons signing the Bid.
- (v) All prices and other information having a bearing on Price shall be written both in figures and words. In case of discrepancy, price given in words shall be considered.

5.16 Language and Numbers

- (i) The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. All supporting documents and printed literature furnished by the Bidders with the Bid may be in any other language provided that they are accompanied by translations in the English language, duly authenticated and certified by the Bidder. All supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

- (ii) The Bidders shall ensure that any number mentioned in the Bid shall be followed by words in relation to such numerical format of the number, and in the event there is a conflict in the numerical and the word format of the number, the number provided in words shall prevail.

5.17 Sealing and Marking of Bids

The Bidder shall submit its Bid in two envelopes as follows:

- (i) Envelope 1 for the technical bid(containing all related documents along with relevant DD/Bankers cheque as detailed in eligibility and technical evaluation criteria) and Envelope 2 for the price bid shall both be placed in one larger outer envelope, sealed and marked as “Selection of supplier for purchase of 100 White Flash Camera Traps”.
- (ii) Each of the envelopes, both outer and inner, must be super scribed with the following information:
 - a. Name and Address of Bidder
 - b. Contact person and phone numbers and email ids
 - c. Title of the Project
- (iii) Each of the envelopes shall be addressed to:

Office of the chief conservator of forests (wild life)
Near ramkrishna mission ,koni
bilaspur 495001(C.G.)
- (vi) If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.
- (v) Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

5.18 Contents of the Bid

The contents of the Bid and the opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

5.19 Modifications/ Substitution/ Withdrawal of Bids

- (i) The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

- (ii) The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered (“Sealing and Marking of Bids”), with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.
- (iii) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

5.20 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

5.21 Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

5.22 Deviations

- (a) If any deviations are suggested by the Bidders from the Contract and/or Technical specifications for the Camera, the Authority shall determine whether any deviation suggested represents a material deviation.
- (b) "Deviation" generally may include (proposed) exceptions, exclusions, qualifications, conditions, stated assumptions and alternative proposals not solicited. A “material deviation or reservation” is one which adversely affects in any way the scope, quality, performance or administration of the (proposed) contract, and/or which limits in any substantive way, the Authority’s rights or the bidder's obligations under the contract, and the acceptance of which would affect unfairly the competitive position of other bidders presenting responsive and eligible bids at reasonable prices.
- (c) Bidders must demonstrate that their offers do not represent any “material deviation or reservation” from the Contract or Technical Specifications in order to be technically qualified and eligible to have their Price Bid opened. Bids found inconsistent

with the terms and conditions and/ or specifications of the RFP Document and Bids containing Material Deviations are liable for rejection at the threshold. The decision of the Authority in this regard, shall be final and binding.

- (d) Variations/ deviations lesser quality/ performance to the Technical Specifications will be rejected. However, the decision of the Authority in this regard shall be final.

5.23 Delivery Schedule

- (a) Bidders shall provide delivery terms with regard to the delivery schedule specified in the RFP Summary.
- (b) Failure to comply with the Contracted Delivery Schedule shall attract pre-estimated liquidated damages, risk purchase and other provisions of the Contract.

6. EVALUATION OF BIDS

6.1 The Bidders would be required to submit documents as listed in this RFP document along with supporting documents.

6.2 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

- (a) it is received as per the format specified in RFP;
- (b) it is received by the Bid Due Date including any extension thereof as specified therein
- (c) it is signed, sealed, and marked as specified therein;
- (d) it contains all the information in accordance with Key Submissions and EMD submission (complete in all respects) as requested in this RFP (in formats same as those specified); and it is accompanied by sealed Envelope.;
- (e) it does not contain any condition or qualification; and
- (f) it is not non-responsive in terms hereof.

6.3 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

6.4 Selection of the Successful Bidder

The Bidder: (i) adjudged as responsive, (ii) meeting the eligibility criteria as provided in the RFP; and to meet the eligibility criteria mentioned below:-

Prequalification Criteria :

The evaluation of Technical Proposal shall be done on the following parameters (The bidder are expected to mandatorily submit relevant documents for every parameter):

S. No	PARAMETERS
1	The Bidder should therefore be either registered under Companies act or a firm registered under partnership firm or a proprietorship firm with at least 3 years old. A certificate to this effect should be submitted along with the bid.
2	Minimum average turnover of the firm should have Rs.fifty lakh from sale of camera / spare parts of camera business during last 3 financial year i.e 2014-15, 2015-16 & 2016-17 (Certificates from a Chartered Accountant & Audit Report should be provided as proof of turnover)
3	Resolution more than 3 MP (Technical specifications of the model offered should be provided)
4	Data Storage should be 2 GB or more (Technical specifications of the model offered should be provided)
5	The tenderer should be engaged in the distribution or manufacture and should have supplied at least 200 Camera traps which are satisfactorily working within last three years ending on 31 March 2017. (Copies of purchase orders / letter of award / agreements should be attached)

Following procedure will be adopted to select successful bidder:-

After opening of financial proposal, (of the tenderes who will be qualified in technical bid) the lowest financial bid will be chosen for grant of award of supply of white flash camera traps as mention in the tender document.

6.5 Notification of Award

Prior to expiry of the Bid Validity Period, Authority shall notify him as the Successful Bidder through fax/email to be confirmed in writing by Registered/ Speed Post that his Bid has been accepted. This letter (“**Letter of Award**”) shall be in the format specified in this RFP and shall specify the sum which the Authority shall pay to the supplier in consideration of completing the Project.

6.6 Letter of Award and Signing of Contract

- (a) Upon receipt of the Letter of Award/LOA, the Successful Bidder shall return one copy of the LOA duly signed and stamped by his authorized signatory within 7 days from the date of dispatch of LOA. However, Contract shall be deemed to be concluded on the date of issuance and dispatch of the LOA by the Authority, which shall indicate the acceptance of the Bid by the Authority.
- (b) Upon return of LOA from the Successful Bidder, the Contract Agreement would be signed by both Authority and the Contractor within the time period prescribed by the Authority. The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the Contract as per term & condition provided in this RFP nor shall it seek any amendment to the Contract. The Successful Bidder shall get correct amount of Stamp Duty adjudicated, at Lormi Bilaspur in accordance with applicable law, and submit the same in two copies duly stamped and executed within fifteen (15) days from the dispatch of Letter of Award. The Authority shall return one copy duly sealed and signed as a token of acceptance of the Contract. Stamp Duty, and any other charges as may be levied under applicable law, shall be paid by the Successful Bidder.
- (c) Within seven (7) days of signing of Contract and submission of requisite Performance Security, as specified below, by the Contractor, the Authority shall issue Purchase Order to the Contractor. The Contractor shall acknowledge the signed copy of the Purchase Order within seven (7) days of its receipt.

6.7 Performance Security

Within 15 days of dispatch of the Letter of Award from Authority and before signing of the Contract, the Successful Bidder shall furnish to Authority a Performance Security in form of demand draft issued by a scheduled bank in India in favour of “Deputy Director, Achanakmar Tiger Reserve , Lormi” for an amount specified in the RFP summary in accordance with the Contract.

6.8 Contacts during Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain, save and except as required under RFP, from contacting by any means, the Authority and / or their employees/ representatives on matters related to the Bids under consideration.

7. FRAUD AND CORRUPT PRACTICES

- 7.1 The Bidders and their respective officers, employees, agents and advisers shall observe the higher standard of ethics during the Bidding Process and subsequent to the

issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, the Authority may reject a Bid, withdraw the LOA, or terminate the Contract, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder or as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Contract, or otherwise. In case of cancellation of Contract, if already awarded, Authority shall be entitled to recover from the Bidder the amount of any loss arising from such cancellation in accordance with provisions of RFP Document

7.2 Without prejudice to the rights of the Authority hereinabove and the rights and remedies which the Authority may have under the LOA or the Contract or otherwise if a Bidder or Contractor as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract and/or otherwise, such Bidder or Contractor shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Contractor as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

7.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, any person in respect of any matter relating to the Project or the LOA or the Contract or otherwise, who at

any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- (b) “**Fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) “**Coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “**Restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

8. PRE-BID CONFERENCE

- 8.1 ~~Pre-bid conference of the~~ Bidders shall be convened as given in NIT. Bidders shall bear their own cost of attending pre-bid Conference.
- 8.2 During the course of pre-bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 8.3 Details of proposed/ suggested variations/ deviations/ additions from the Proposal specifications/ conditions, if any, should be clearly indicated while sending queries before Pre-Proposal Conference. No further suggestions for deviations/ variations/ additions shall be entertained after the Pre-Proposal Conference.
- 8.4 The Authority may clarify on variations/ deviations, alternative proposals, which ensure equal or higher quality/ performance to the Technical Specifications during Pre-Proposal Conference. However, the decision of the Authority in this regard shall be final.
- 8.5 After incorporating amendments acceptable to Authority, RFP Document shall be frozen through issuance of an Addendum(s). Addendum to RFP Document shall be sent by e-mail to all prospective Proposers, who purchased the RFP Document. The Addendum to the RFP Document can also be downloaded from Authority website.
- 8.6 Non-attendance at the pre-bid conference shall not be a cause for disqualification of a Bidder. However, terms and conditions of the Addendum(s) shall be legally binding on all the Bidders irrespective of their attendance at the Pre-Bid Conference.

9. Payment Procedure

- 9.1. Payment for the Camera shall be made in Indian Rupees against bills preferred by Contractor.
- 9.2. Where there is a statutory requirement for tax deduction at source, such deduction towards Income Tax and other taxes as applicable shall be made from bills payable to Contractor at rates as notified from time to time.

10. Duties & Taxes

- 10.1. Bidders are required to indicate breakup of duties and taxes payable by them in their Price Schedule in respect of Price of Camera. For the supplies of Camera made as per the Contracted delivery schedule, the statutory levies as applicable on the date of supply shall be reimbursed to the Contractor at actual.
- 10.2. For supplies of Camera made beyond the Contracted delivery schedule, if the delay is not on account of the Authority, any additional taxes and duties beyond those prevailing at the scheduled delivery time as per the contracted Delivery Schedule shall be to the account of the Contractor. In no case, Contractor shall be entitled to any increase in duties and levies imposed after expiry of contracted delivery schedule.
- 10.3. Notwithstanding above, In case of the reasons for delay in the delivery of Camera are attributable to the Contractor, any downward revision in the statutory levies shall be payable as per actual.

11. Warranty Contractor shall be responsible for any defect or failure of Camera or equipment provided in these Cameras due to defective design, material or workmanship **up to one year from the date of supply**. The rectification/ replacement of failed components/ equipment shall have to be undertaken by Contractor free of charge at Authority's site. Contractor shall collect failed & defective components/ equipment from Authority site and send them to the works of the Contractors at his cost and responsibility.

12. MISCELLANEOUS

- 12.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bilaspur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 12.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - (a) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) Consult with any Bidder in order to receive clarification or further information;

- (c) Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 12.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

13. Force Majeure

- 13.1. For purposes of this contract, Force Majeure means an event beyond the control of the parties to contract and not involving either party's fault or negligence and not foreseeable.
- 13.2. If, at any time during the existence of the contract, either party is unable to perform in whole or in part any obligation under this contract because of an event rendering performance of obligations impossible which include acts of God, war, revolutions, hostility, civil commotions, strikes, floods, earthquake, epidemics, quarantine restrictions, freight embargoes or explosions, then the date of fulfillment of contract shall be postponed during the period when such circumstances are operative.
- 13.3. The party which is unable to perform its obligations under the present contract shall, within seven (07) days of occurrence of Force Majeure event, inform other party with suitable documentary evidence. Non-availability of any component etc or any price escalation or change in any duty, tax, levy, charge etc shall not be an excuse for the Contractor for not performing his obligations under this clause/ contract.
- 13.4. Any waiver/ extension of time in respect of the delivery of any installment or commissioning of Camera shall not be deemed to be a waiver/ extension of time in respect of remaining deliveries or commissioning of Camera or completing balance portion of work.
- 13.5. If such inability on account of force majeure to perform continues for a period of more than three (3) months, each party shall have the right to be released from further performance of the contract, in which case, neither party shall have the right to claim damages from the other. All prior performance shall

be subject to contract terms.

- 13.6. Contractor shall not be liable for forfeiture of his performance security, pre-estimated liquidated damages or termination if and to the extent that delay in performance or other failure to perform its obligations under the contract is the result of Force Majeure.
- 13.7. In the event of termination due to Force Majeure Event of Default, Authority shall;
- Refund the Performance Guarantee amount in full after deduction of any due payable by the Contractor
 - Refund remaining Bank Guarantee against Mobilization Advance in full without deduction of any interest against receipt of balance amount of mobilization advance
 - Authority shall not be liable to pay any termination payment to the Contractor in respect of such termination, except the payment to be made for the Camera delivered by the Contractor and to which the Final Acceptance Certificate has been issued, to Contractor

14. Insolvency and Breach of Contract

Authority may at any time, by notice in writing summarily determine the contract without compensation to the Bidder/ Contractor in any of the following events, if the Bidder/ Contractor:-

- a. being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- b. being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator, or Manager on behalf of the Debenture holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or
- c. commits any breach of the contract not herein specifically provided for.

Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to Authority and provided also the Contractor shall be liable to pay to the Authority any extra expenditure he is thereby put to and the Bidder/ Contractor shall, under no circumstances, be entitled to any gain on repurchase.

15. Settlement of Dispute and Arbitration

15.1. Amicable Resolution

- (a) Save where expressly stated otherwise in this Contract, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Contract between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by the Parties and failing such resolution of the same, in accordance with the procedure set forth in clause (b) below.
- (b) Either Party may require the Dispute to be referred to "The Field Director Achanakmar Tiger Reserve, Lormi for amicable settlement. Upon such reference, both the Parties and the "The Field Director Achanakmar Tiger Reserve, Lormi. "Authority" or his nominee (who can be an employee of Authority dealing with the Contract or otherwise) shall meet at the earliest mutual convenience and in any event within 15 (fifteen) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably resolved within 15 (fifteen) days of such meeting, either Party may refer the Dispute to arbitration in accordance with the provisions given below.

15.2. Arbitration

(a) Arbitrators

Any Dispute which is not resolved amicably as provided in Clause 43.1(a) shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a Retired Justice of High Court as Sole Arbitrator, to be appointed by the "govt. of chhattisgarh". Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any amendments thereto. The arbitrator shall issue a reasoned Award.

(b) Place of Arbitration

The place of arbitration shall be Bilaspur.

(c) Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English or Hindi shall be the language to be used in the hearings.

(d) Procedure

The procedure to be followed in the arbitration by the Sole Arbitrator shall be

in accordance with the Arbitration & Conciliation Act, 1996 and as may be decided by the Sole Arbitrator.

(e) Enforcement of Award

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto hereby waive, to the extent permitted by law, any rights to appeal or to review of such award by any Court or Tribunal. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceedings or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any Court having jurisdiction thereof.

(f) Fees and Expenses

The fees and expenses of the Sole Arbitrator and all other expenses of the arbitration shall be initially borne and paid by the respective Parties equally subject to determination by the Sole Arbitrator. The Sole Arbitrator may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the said Party.

(g) Performance during Arbitration

Pending the submission of and/ or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Contract without prejudice to a final adjustment in accordance with such award

PART F: ANNEXURE I

Technical Specification & Schedule of Requirement

Technical Specification/Parameters	Minimum requirement
Resolution	>= 3 MP
Pictures (White flash)	Day - Colour Night - Colour
Trigger speed	< = 0.25 Sec
Delay/Recovery Time	< = 45 Sec
Flash Illumination range	> = 10 Meter (33 Feet)
Power Supply	AA or D type battery
Data Storage	> = 2 GB
Stamping on Photo	Date, Time & camera id
Protective Cover	ALL WEATHER

Technical Evaluation will be done on the following parameters:

- (i) The item/equipment being quoted should be of Original Equipment Manufacturer (OEM) and no non-standard equipment should be quoted. The tenderer must be OEM or Authorized Distributors of OEM in India. A Tender Specific Authorization Certificate by OEM to this effect should be attached with the Technical Bid.
- (ii) The Technical Offer should be completed in all respects and contain all information asked for except prices. It should not contain any price information. The Technical Offer should indicate whether products and services asked for are quoted and that all requirements there for are quoted.
- (iii) The Supplier should indicate brand/make and full details of the equipment being quoted. Supplier must submit complete technical specifications, without leaving any scope for ambiguity. All supporting leaflet, brochure, technical information literature, catalogues, vendor profile must be attached with technical bid including list of organizations where similar / identical equipment have been supplied by the firm.
- (IV) A sample of camera Trap should be attached with the Technical Bid: failing which their offer will not be considered.
- (V) If any of the technical parameter does not meet the tendered specifications/ parameters, their offer will not be considered and shall be rejected.
- (VI) In case of offers which are having all the required documents and sample of the camera trap as has been mentioned above and are meeting all the technical specification/parameters as given in the table above, then the sample provided by the bidding firms may be tested in field conditions and their offer may be accepted only in the event acceptance of its results. The Technical Committee constituted by the Authority may evaluate the photo result and select those camera traps that meet the basic needs.
- (VII) The financial bid of those firms will only be opened who qualify in technical parameters and testing of sample as per (vi) above.

Annexure 2: Cover Letter (should be typed on bidders letter head) (Bidders are required to fill up all the blank spaces in this Bid Proforma and its enclosures.)

To,
The Field Director,
Achanakmar Tiger Reserve,
Lormi, (C.G.)

Sir

Sub. : Submission of bid for supply of White Flash Camera Traps total 100 nos in response of NIT no.dated

1. Having examined the 'Instructions to Bidder' 'Term & Conditions of Contract', 'Technical Specifications' and Annexure for the above Bid, we the undersigned, offer to supply the whole of the said Scope of Work in conformity with the said Conditions of Contract and Technical Specifications for the sum mentioned in the Price Bid of the bid submitted separately, or such other sum as may be ascertained in accordance with the conditions.
2. We acknowledge that this Annexure forms an integral part of the Bid. We also confirm acceptance of Proformas / Annexure given in the RFP Document.
3. We undertake, if our Bid is accepted, we shall commence supplying of Camera as per delivery schedule offered by us and to guarantee satisfactory working of the Camera/ fulfill our obligations under the Warranty for the period as per RFP Document.
4. If our Bid is accepted we shall furnish a Performance Security for due performance of the Contract. The amount shall be in accordance with 'General Conditions of Contract'.
5. We have independently considered the amount shown in RFP document as pre-estimated liquidated damages and damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
6. We agree to Bid by this Bid for a minimum period of 120 days from the date of Last date of Submission of Bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period mutually agreed to.
8. This Bid, together with any further clarification/ confirmation given by us and your written acceptance thereof, shall constitute a binding contract between us.
9. We understand that you are not bound to accept the lowest or any offer you may receive against this Bid.
10. If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.

Dated: dd/mm/yyyy

Signature & Name: _____

Annexure 3: General Information of the Bidder

SI NO.	Details	To be filled in by the Bidder	Documents to be submitted by the Bidder.
1	Name of the Firm & Registered office Address		
2	Address:		
(a)	Registered / Head Office with Telephone & FAX No.		Registration Certificate
(b)	Branch Office with Telephone & FAX No.		
3	Status of the Firm		
(a)	Proprietary/ Partnership/Company/Corporation.		Proprietorship Certificate , Partnership Deed/ Company incorporation Certificate along with Memorandum of Association and Articles of Association
4	Date of establishment		
5	No. of White Flash Camera Traps supplied till now		
6	Name of the person authorized to sign Tender Document:		
7	Nearest camera spare parts facilities centre:		
8	Name of nearest authorized distributor		
i	If no, then Name & Address of the Firm to Carry out repair work		
ii	Confirmation of being an authorized equipment manufacturer OEM		Certificate
9	Details of organization where same product has been supplied		
10	Design Collaboration- Address & other details – Proof of Collaboration		
11	Manufacturing Collaboration – Address & other details- Proof of Collaboration		
12	Quality Certificate (from reputed/ recognized Firm)- Certificate No.-Date of Validity		Copies of Certificates

13	Details of		
(i)	Quality Management System Certification (e.g. ISO: 9001-2000)		Copies of Certificates
(iv)	Others, If any		Copies of Certificates.

Name -----Address-----

Mobile No. -----

Signature with Date & Name of Authority Person signing (NAME OF THE FIRM & SEAL)

Annexure 3.1 : Technical Evaluation Sheet

S. NO	PARAMETERS
1	The Bidder should therefore be either registered under Companies act or a firm registered under partnership firm or a proprietorship firm with at least 3 years old. A certificate to this effect should be submitted along with the bid.
2	Minimum average turnover of the firm should have Rs.fifty lakh from sale of camera / spare parts of camera business during last 3 financial year i.e 2014-15, 2015-16 & 2016-17 (Certificates from a Chartered Accountant & Audit Report should be provided as proof of turnover)
3	Resolution more than 3 MP (Technical specifications of the model offered should be provided)
4	Data Storage should be 2 GB or more (Technical specifications of the model offered should be provided)
5	The tenderer should be engaged in the distribution or manufacture and should have supplied at least 100 Camera traps (numbers may increase or decrease) which are satisfactorily working within last three years ending on 31 March 2017. (Copies of purchase orders / letter of award / agreements should be attached)

Annexure 4: Format for Financial Statement

{On Statutory Auditor's letterhead}

I hereby declare that I have scrutinized and audited the financial statement of M/s_____. The annual turnover of the Company/firm for the last three years is as follows;

Year	Annual Turnover (Rs. Crore)	Net Profit (Rs. Crore)
2014-15		
2015-16		
2016-17		
Average of above (Applicable for Annual Turnover only)		

- The above turnover includes only from sales & service of white camera traps.
- The Net worth* of the bidder (name of the Bidder) as on 31st March, 2017 is Rs. _____ (* for the purpose of Net worth Calculation it is defined: Net worth*: = Equity Capital + Reserve and Surplus - Revaluation Reserve - Accumulated losses - Intangible assets)

(Signed and Sealed by the statutory auditor)

ENCL

- (1) Copy of Audited annual reports for the Last three years (As Specified by Authority)

Annexure 5: Anti-Blacklisting Certificate

{Notarization is required}

Format of self certificate stating that the Entity/Promoter/s / Director/s of Entity are not blacklisted

Anti-Blacklisting Certificate

M/s. (Name of the Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by State Government / any other Government entity or blacklisted by any state government or central government / department / Local Government / agency in India or from abroad from participating in Project/s, either individually or as member of a Consortium as on the _____-(Last date of submission of Bid).

We further confirm that we are aware that our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period. Dated thisDay of, 20__

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person

Annexure 6: Undertaking for the availability of spare parts and after sale service

{On Bidders Letterhead}

Date: (Last Date of Submission)

To,

**To,
The Field Director,
Achanakmar Tiger Reserve,
Lormi, (C.G.)**

Subject: Undertaking for the availability of Spare Parts and After Sale Service throughout the Supply of White Flash Camera Traps and up to one year Warrantee Period in India as provided in the RFP document.

Hereby we confirm that, with pursuant to the RFP document, we shall, for all the time as and when required, endeavour to provide Spare Parts and other Aggregates of the Camera and After Sale Service at the destination specified by (Name of Authority).

Name of the Bidder

Sign of the Authorized Signatory

Name of the Authorized Signatory

Annexure 7: Format for Statement of Deviation (COMMERCIAL TERMS)

(No Deviation shall be submitted and accepted as a part of proposal)

Hereby we undertake that our offer for supply of White Flash Camera Traps is unconditional and we have no deviations//modifications in terms of Terms and Conditions provided in the RFP summary, Instruction to Proposer and General Conditions of Contract provided in the RFP.

.

Signature and Seal of the Bidder

Annexure 8: Statement of No Deviations from Technical specification Stipulated in the RFP in Part F Annexure 1

(No Deviation shall be submitted and accepted as a part of proposal)

Hereby we undertake that our offer for supply of White Flash Camera Traps is unconditional and we have no deviations//modifications in terms of Technical Camera Specifications provided in the RFP in Part F Annexure I.

.

Signature and Seal of the Bidder

Annexure 9: Format of Price Bid

PRICE Bid FOR Supply of White Flash Camera Traps

**To,
The Field Director,
Achanakmar Tiger Reserve,
Lormi, (C.G.)**

Reference: Bid No. Dated /---/---/---/--- Date of Opening:
.....

We, M/s (Name of the Bidder/ Firm) hereby certify that we shall supply 100 White Flash Camera Traps which meet specification as per annexure – I and manufactured / distributed from our premises in India.

The production methods, quality control and testing of products and parts manufactured or used by us are/ shall be open to inspection by the representative of the Authority. We hereby offer to supply the following items at the price indicated below:-

A. PRICES FOR CAMERA (IN INDIAN RUPEES-INR):

Name	Description & Model No.	Quantity	Each Camera Price (FAR)	Total Destination Price at----- (Authority's Place _____)
1	2	3	4	5=3x4
Total				

Signature and Seal of the Bidder

Annexure 10: Pre Contract Integrity Pact

[A similar agreement needs to be signed by the selected bidder on award of the contract and the format of the same is available in the RFP]

General

This Pre-Bid Pre-Contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2017, between on one hand, the President of India acting through _____, 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 “**Field Director Achanakmar Tiger Reserve**” entered by “**The Field Director**” (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 100 No. White Flash Camera Traps (numbers may increase or decrease) and the BIDDER is willing to offer/has offered supply of the same 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 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 to be entered into with a view to:-

Enabling the BUYER to obtain the desired services at a competitive price in conformity with the defined specification 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 hereto 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 immaterial 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 the 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 the BIDDERS

3. The BIDDER commits itself to take all the 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 or 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 payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.4 The BIDDERS further confirms and declares to the BUYER that the BIDDER 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

- 3.5 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.
- 3.6 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.
- 3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8 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 Camerainess relationship, regarding plans, technical proposals and Camerainess 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.
- 3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.10 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 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.
- 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 of Rs. 1, 00,000/- (Rupees one Lac Only) as Bid Security or Earnest Money Deposit (EMD) with the BUYER.

- 5.2 The EMD shall remain valid till the submission of performance security by the successful BIDDER.
- 5.3 In case of the successful BIDDER, a clause would also be incorporated in the Performance security that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Security in case of a decision by the Authority to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 Within 15 days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security equal to 5% of the value of contract from a Commercial bank in accordance with the General Conditions of Contract.
- 5.5 Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations.
- 5.6 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Performance Security 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 Performance Security (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 therefore.
 - (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 en-cash 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 Security 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 subsystems 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 The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.
- 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 designated Authority of BUYER/Secretary in the Department/ 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 Bilaspur.

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 date of its signing and extend 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.

For and on behalf of the Bidder

(Name & Signature of the Authorized Signatory)

Date: _____