

KENDRIYA VIDYALAYA NO.1, AFS, AGRA

TENDER DOCUMENT FOR
PROCUREMENT OF SPORTS MATERIAL (2019-20)

Signature of the Bidder with Stamp.....

KENDRIYA VIDYALAYA NO.1, AFS, AGRA

TENDER NOTICE

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Sealed Quotations are invited by the undersigned on behalf of the Chairman, RSCB, RO, Agra from the registered firms/manufacturers/dealers for supply of sports goods/articles in **"two bid system"**. The Tender document containing all the description/specification of sports articles and terms and conditions may be downloaded from the Vidyalaya website www.kvagra1.edu.in and should reach to the office of K.V. No.1, AFS, Agra on or before 05.04.2019 only through speed post/registered post alongwith **EMD of Rs. 50000/-** in the form of A/C payee Demand Draft in favour of **VVN K V NO 1 AFS AGRA**. Bids will be opened on 06.04.2019 at 1100 hrs in the office of K.V. No.1, AFS, Agra.

PRINCIPAL

Signature of the Bidder with Stamp.....

PART –I (Envelope-A)

**NOTICE INVITING TENDER and
TERMS & CONDITIONS**

Sealed quotations under TWO BID System are invited from the registered firms/manufacturers/dealers for supply of sports goods/articles. The tender document containing all the descriptions/specification of sports articles and terms & conditions may be obtained from the website of this office www.kvagra1.edu.in for use by the bidders. The firms/agencies are also required to carry adequate financial status with an annual turnover of Rs 20 Lacs for the last three years and a solvency status of **Rs 10 Lacs** from their bankers.

Technical & Financial bids to be submitted in separate sealed envelopes "A" and "B".

As per the tender document, there shall be two types of bids namely **Technical bid and Financial bid**. The technical bid and financial bid should be sent in separate sealed envelopes marked as "A" and "B" respectively, addressed to the Principal K.V. No.1, AFS, Agra. The technical bid should accompany the Earnest Money Deposit of Rs 50,000/- in the form of account payee demand draft of any scheduled bank in favour of **"VIDYALAYA VIKAS NIDHI,K.V. NO.1, AFS, AGRA"** for the amount as mentioned above. The tenders containing technical bid and financial bid in separate envelopes as above should be put and sealed in an outer cover (bigger envelope) super-scribed as "Tender for Sports Material" due on 06.04.2019 and addressed to Principal K.V. No.1, AFS, Agra. The tenders will be received upto **1700 hrs on 05.04.2019.** The tender received after stipulated date and time shall not be considered and liable to be summarily rejected.

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The technical bids in envelope "A" will be opened on **06.04.2019 at 1100 hrs** in the presence of the representative/s of the bidders, who wish to be present (with proper photo identity authenticated by the firm), in the office of the Principal K.V. No.1, AFS, Agra. The tenders not conforming to the requirements mentioned above and as laid down in the terms and conditions or not accompanied by earnest money are liable to be rejected summarily. ***The bidder with seal should sign all pages of the tender.*** The technical and financial bids shall be duly filled in and submitted in original. The writing should be clear and legible. All columns in the tender documents should be filled up. Attach Separate sheets wherever necessary.

1. Description of work : **Sports goods viz Track Suits, Playing Kits, playing equipment and other sports goods etc.**
2. Volume of work : As given in the Financial bid in Part-III.
3. Specifications of the items : As per attached Part- III.
4. Owner : Principal K.V. No.1, AFS, Agra
5. Earnest Money Deposit : Rs. 50,000/- (Twenty thousand only).
(by DD favoring "**VVN K V NO 1 AFS AGRA**")
6. Time of Completion : 15 days from date of placing each supply order.
7. Performance Security Deposit : Upto 2 % of the billed Value for upto 60 days after completion of supplies.
8. Schedule of submission : Upto 1700 hrs on 05.04.2019 at K.V. No.1, AFS, Agra
9. Date & time of opening Tender : 1100 hrs on 06.04.2019

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TERMS & CONDITIONS

1. Sealed quotations for the supply of Sports Articles are invited by the undersigned, in the capacity of Principal K.V. No.1, AFS, AGRA on behalf of the RSCB, RO Agra from the registered firms/ manufactures/ dealers up to 1700 hrs on 05.04.2019 in the sealed cover marked as "**Quotation for the supply of Sports Articles**", as per enclosed list and not by the name. The quotations will be opened in the office of the undersigned at 1100 hrs on 06.04.2019 However, in case the date of opening is declared a Government Holiday or office is closed for any reasons whatsoever, the tenders will be opened on following working day at scheduled time.
2. This document states the complete information of date of submission & opening of tenders, period allowed for the work etc. The tenderers shall be deemed to have studied the items, specifications and details of the supplies to be made within the time schedule attached and to have acquainted himself/ themselves with the conditions attached. The bidders/their representatives are permitted to be present at the time of the opening of the tenders.
3. The rates are to be quoted in whole rupee (not in paise) and should be F.O.R. as per supply order inclusive of all taxes as applicable and also should include transportation cost, excise duty, freight any other rates or imposition whatever liable in respect of the supplies freight etc. Only in the event of acceptance of the quotation, supply order will be issued to the firm. The responsibility of mentioning correct rate lies with the firm/ Tenderer. The rates quoted by the contractor shall hold good up to **One year**. No amendment in the rates, even any increase in the rates of GST during the period of execution of the contract will be accepted. It is further termed that in case the quoted rates are found to be more than MRP, the firm shall be blacklisted without prejudice to any other appropriate action, as may be deemed fit, whatsoever.
4. There should not be any overwriting or corrections in the quotation. If a figure is to be amended, it should be neatly scored out, the revised figure should be written above and the same should be attested with full signature by the same signatory with stamp, who signed the quotations. In the absence of the attested corrections the quotation is liable to be rejected.
5. The undersigned does not bind himself to accept the lowest quotation for its execution and reserves the right to accept the quotation in whole or in part i.e., with respect to all the articles mentioned in the attached statement or in respect of any one or more than one article specified in the attached statement.

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6. The person/ persons whose quotation is/are submitted/ accepted, hereinafter called the Contractor, shall deposit an earnest money of Rs.50,000/- (Rs. fifty thousand only) along with the Technical Bid. The same will be refunded in the event of rejection of quotation. The earnest money will be forfeited in the event of failure to comply with the contract. In the event of acceptance of the quotation, the earnest money will be adjusted towards Security Deposit/ Performance Security which shall be payable @ upto 2 % of the approximate total cost. ***The quotations without Earnest Money Deposit, whatsoever, will not be accepted in accordance with Article 180(iv) of the Accounts Code of KVS.***
7. The applicant bidder must have sound financial health and carrying annual turnover of at least Rs 20 Lacs during last 3 years (2015-16 , 2016-17 and 2017-18) from the ***business of sports goods/articles*** and a solvency certificate of **Rs 10 Lacs** from the bankers. To ensure this, at least three copies of work orders valuing **not less than** Rs. 5 Lacs each or one copy of single work order valuing not less than **Rs 10 Lacs** during the last three years from Central/State Govt./PSUs/reputed organization be attached. However, given the credentials of the bidder, the undersigned reserves all the rights of any discretion in this regard.
8. The firm should never have been blacklisted by any Govt./Pvt. Organization as on date. The same needs to be submitted on an affidavit on Non-judicial stamp paper upto appropriate value of Rs.100/- duly notarized. Apart from this, the bidder shall be required to submit Integrity pact as enclosed with the tender document.
9. On acceptance of the quotation, it will become a ***Rate Contract*** and the contractor shall be bound by the terms and conditions of the quotation. If the contractor fails to supply the article/provide services within the time stipulated in the letter of acceptance by the undersigned, the undersigned shall be at liberty to purchase the article from the market or get the rest of the contract completed by any other person(s) or firm and the difference of price, if any shall be deducted from the earnest money/ security deposit and in case any amount in excess of the security deposit is paid by the undersigned, the contractor shall be liable to pay this amount.
10. The copy of OEM/ Dealership of the quoted brand needs to be enclosed with tender form. As such, the firm other than the OEM selected for supplying the sports articles, may be required to furnish proof along with the bills to the effect of purchasing the said brand articles from the authorized dealer/OEM during the period of contract in currency viz., delivery Challan etc., in order to ensure the genuinity of the brand supplied.

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11. The contractor at the time of opening the quotations shall be liable to supply the samples or give the demonstration or display **of** articles/ sports wears/equipment **free of cost**. In order to have leverage for the quality products with economy, the rates of Track suits / Playing kits/sports equipment etc, **the bidders may quote for more than one national reputed/similar/equivalent brands of said sports articles, wherever applicable, in accordance with detailed specifications.** The rates quoted by the bidders for **common brands** may be compared within themselves and the final decision to select the brand/bidder shall be taken by the RSCB accordingly. **However, the supply order will be issued for either of the shortlisted category of products only after confirming the quality, rates and other related aspects to the satisfaction of the purchase committee of the RSCB. The undersigned/RSCB reserves all the rights in this regard. Even If a bidder quote lowest rate of any article but his article is found by the committee substandard then his bid may be not accepted. The final decision is reserved with RSCB Committee only and shall be accepted by the bidder.**

12. **In the event of acceptance of the quotation and placing of the order for purchase, the articles may be subjected to an inspection by the undersigned or his representatives and are liable to be rejected if the articles supplied are not according to the approved samples or do not confirm to the specification prescribed. Tenderer will have to supply the articles *within 15 days* of the issue of each **supply order at a place as mentioned in the supply order.****

13. Along with the quotation a copy of **GST/TIN Certificate and Income Tax clearance Certificate / Service Tax etc.** is required to be submitted. The quotation of unregistered firm will not be accepted.

14. Sealed envelope will be opened on **06.04.2019 at 1100 hrs** in the office of the undersigned in the presence of tenderers, if any (with proper photo identity authenticated by the firm). Further, the committee will take decision regarding supply after inspection of the articles; specification, quality etc. and **decision of the committee shall be final.** If the tender is accepted, the payment of the Bill as per the approved rates of the articles will be made by Cheque/DD/RTGS only. The TDS will be deducted as per Income Tax Act & Rules, as applicable.

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15. **TOLERANCE CLAUSE**

It is clarified that the quantities for the said materials as shown in the volume of work may get varied. Hence, the purchaser reserves the right for increment/decrement in the quantities of the articles while placing the supply order as the rates to be quoted are for the estimated quantities only. It is however further clarified that even smaller quantities of the articles may be ordered by the individual KVs, if they wish to do so for their use, and that will be supplied/honored by the supplier to them at the lowest rates of this tender.

16. **UNRESPONSIVE TENDERS**

The following kind of tenders will be treated as unresponsive tenders:

- i) Not meeting the qualifying criteria i.e. carrying required financial/solvency status, regd with the appropriate authorities for carrying out the described works, furnishing the declaration regarding blacklisting on stamp paper etc.
- ii) Tender not enclosed with the required DD of EMD amount of Rs 50,000/- (fifty thousands).
- iii) Unsigned tender document/terms & conditions/pricing bid document.
- iv) The tenderer not agreeing to any of the terms & conditions so listed. The bidder should not impose any counter condition and in such case tender shall be liable to be summarily rejected.
- v) The contractor shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. No under letting or subletting to any person or body corporate for the execution of the contract or any other part thereof is permitted under any circumstances.
- vi) **False Information:** In the event of furnishing false/incorrect/incomplete/forged information/documents by the bidder, the EMD in respect of such bidder shall be forfeited. Further during the performance of the contract, if it is detected that the contract has been obtained by furnishing the false/incorrect/incomplete information in the tender, the agreement is liable to be terminated and performance security and other payments due to the contractor shall be forfeited without prejudice to the contractor liable to be blacklisted accordingly.

Signature of the Bidder with Stamp.....

17. The undersigned, on behalf of the CHAIRMAN RSCB, does not bind him/her-self to accept the lowest quotation for its execution and reserves the right to accept the quotation in whole or, in part, i.e., with respect to all the articles mentioned in the attached statement or in respect of any one or more than one article specified in the attached statement as may be decided. In case of few items being quoted lowest by a bidder other than a bidder who has quoted lowest rates for majority of the items of the tender, the decision, in such a situation, may be taken to award the supply order to the successful bidder for majority of items only, although at lowest rates as quoted by other bidder, so as to facilitate the monitoring/convenience of supplies from a single/more supplier. Accordingly, **the undersigned reserves the right to reject any or all tenders without assigning any reasons thereof, in either full or in part.**

18. **AWARD OF CONTRACT**

- (a) The purchaser will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest price.
- (b) The bidder whose bid is accepted will be notified of the award of the contract by the office prior to expiry of the quotation validity period.
- (c) The Notification of award to clearly specify any change in the unit price or any other terms conditions accepted.
- (d) Normal commercial warranty/ guarantee shall be applicable to the supplied goods.
- (e) Payment will be made within 30 days after the delivery of goods and their acceptance.
- (f) Notwithstanding the above, the purchaser reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the contract.

PRINCIPAL

AGREEMENT

I/We, hereby undertake that all the technical & commercial tender conditions and other terms & conditions mentioned in this document from 1 to 18 or any changed conditions prior to the dead line for submission of bids shall be accepted to us and I/We shall abide by the same fully.

(Signature of Prop / Manager)
Full Name with Date/Rubber stamp
TIN/VAT/GST No. etc of the firm

Signature of the Bidder with Stamp.....

PART-II

Technical Bid Form (Envelope "A")

GENERAL INFORMATION ON PROFILE OF THE FIRM and Attachments

- 1.1 Name & Address of the firm :
- 1.2 Nature of the firm :
Public/Private/Partnership/Proprietorship
- 1.3 Address with Phone No. & fax :
- 1.4 Duly signed Terms & Conditions as in PART-I : Attached/Not Attached
at Page No.....
- 2.0 Three Copies of supply work orders/bills for Rs.5 Lacs : Attached/Not Attached
each or One copy of single order for Rs 10 lacs at Page No.....
during last 2-3 years(20 15-16, 2016-17,2017-18) for sportswear/articles
- 3.0 Copy of GST/ VAT/TIN/Sale Tax Registration : Attached/Not Attached
No. (as applicable) at Page No.....
- 3.1 Copy of Latest IT return/Clearance : Attached/Not Attached
Certificates for 2015-16 , 2016-17&2017-18 at Page No.....
- 3.2 Copy of Latest GST/ VAT/ST returns/Clearance : Attached/Not Attached
Certificates for 2015-16 , 2016-17 &2017-18 at Page No.....
- 4.0 Copy of Solvency certificate for Rs 10 Lacs : Attached/Not Attached
issued on/after 1.4.2018 FROM Nationalized/scheduled Bank at Page No.....

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- | | |
|---|--|
| 5.0 Balance Sheets for 2014-15, 2015-16 and 2016-17
(2017-18 also, if finalized) duly attested by C.A.
& Annual Report (in case of Pvt./Public Ltd. Firms). | Attached/Not Attached
at Page no..... |
| 6.0 Affidavit regarding never blacklisting/penalty etc
on Non-Judicial Stamp Paper of Rs. 100/- | Attached/Not Attached
at Page No..... |
| 7.0 Details of Earnest Money Deposit (EMD): -
Amount :Rs 50000/- Name of Bank:.....
Date of DD :..... | Attached/Not Attached
at Page no..... |
| 8.0 Documents for partnership firm/other firm | Attached/Not Attached
at Page No..... |
| 9.0 Pre -contract Integrity pact (as part of Tender) | Attached/Not Attached
at Page No..... |
| 10.0 OEM/Dealership certificate | Attached/Not Attached
at Page No..... |
| 11.0 Whether all enclosures signed with | Yes/No. |

Seal by the owner/partner/director

(Name of the signatory)

- Note : 1. All the documents submitted with this form should be self attested and stamped by the bidder.
 2. Bidder will not enclose any other additional documents other than asked above.
 3. All the pages of the above enclosures will be serially numbered and the total number of enclosed pages should be mentioned as..... (Total No. of pages enclosed).

It is certified that I/We have read and understood the above technical specifications and have quoted the rates accordingly. The finished product will match the above specifications. If any deviation is found in the finished look, the firm is liable to any punitive action, as mentioned in the terms & conditions of the tender.

Signature of the bidder/
 Authorised person with seal
 Date & Place

Signature of the Bidder with Stamp.....

CHECK LIST OF ENCLOSURES WITH TENDER DOCUMENT (PART II) (Envelop-A)

(To be enclosed alongwith Technical Bid)

15. Technical Bid shall be opened first and evaluated. The financial bid will be opened only for the firms, which qualify in the technical bid evaluation. **Even If a bidder quote lowest rate of any article but his article is found by the committee substandard then his bid may be not accepted. The final decision is reserved with RSCB Committee only and shall be accepted by the bidder.**

Self-attestation of the following each and every documents is required to be submitted with the technical bid by the bidder along with sealed tender, failing which the tender shall be termed as un-responsive.

1. The Demand Draft for Rs 50,000/- (fifty thousand only) towards EMD amount. Cheques will not be accepted in any circumstances and tender will be treated as received without EMD and hence unresponsive.
2. Terms & Conditions as PART-I duly signed in token of acceptance of all T&Cs from 1 to 18 above as in Part-I of the Tender.
3. Along with the quotations, a copy of GST/VAT/TIN Certificate, and any other certifications from concerned authorities etc be enclosed.
4. The bidder should have minimum annual turnover of Rs. 20 Lacs for last three years from the business of sports goods material. The copy of audited balance sheet of the firm for last 3 years i.e for 2016-17, 2017-18 and 2018-19 also, if finalized.
5. Copies of three work orders valuing **atleast Rs 5 Lacs each or one copy of single work order of Rs 10 Lacs** and above transacted by the bidder during last three years from Central/State Govt./PSUs/reputed organization be attached.
- 6.** Solvency certificate from the bankers for **Rs 10 Lacs issued anytime during current year i.e. after April"2018.**
7. Latest IT Returns of the firm GST/ VAT Clearance Certificate for the year 2015-16, 2016-17 and 2017-18.
- 8.** A copy of Sales Tax Registration / VAT/TIN Certificate clearly **showing the column of the nature of business etc. be enclosed.**
9. Relevant OEM/ Dealership Certificate for applied Articles.
10. Pre Contract Integrity Pact in the prescribed format as enclosed with tender.
11. An affidavit on non-judicial stamp paper of Rs 100/- duly notarized will have to be submitted by the firm declaring:
 - (i) that the firm has never been blacklisted by any Govt/PSU/Pvt organization/institution or department.
 - (ii) that the firm has never been penalized for sub-standard quality/short supply/delayed supplies.
12. Any other document as required by the text inside the document. Strike out whichever is not applicable.

Signature of the Bidder with date & Seal of the Firm

Signature of the Bidder with Stamp.....

PART-III

Financial bid
(ENVELOPE "B")

(To be submitted in original along with the tender)

To,
Principal
K.V. No.1, AFS, Agra

Dt: / /2019

Sub: Submission of Commercial Bid for Supply of Sports materials for 2019-20

Madam/Sir,

Having examined the tender documents, terms and condition stipulated therein, specification of work etc., I/we, the under signed offer to execute the supply of the sports goods in conformity with the said specifications and conditions of contract as per enclosed price bidding duly filled in with rates.

If our bid is accepted, we shall submit the performance securities as per the conditions mentioned in the contract. We agree to abide by this bid for a period of One Year and it shall remain binding upon us and may be accepted at any time before the expiry of that period. The rates quoted are applicable for the entire work of supply of sports goods as per the quantity and quality mentioned in the tender form.

The commercial bid for quoting the rates (without price) is enclosed herewith as PART-III of the tender document.

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FORMAT OF TENDER

Quotation for various articles as per the specifications during the year 2019-2020

SI No	Name of Article	Brand/Make with full description	App. Quantity	Remark	1	2	3	4	(5 = 2+4)
					Unit Rate	Total amount without GST (700X unit rate)	GST/ VAT Rate in %	GST/ VAT Amount	Total Amount with GST/VAT
1	Sublimation Track Suit – (different size).	Super Poly materials, with YKK Zip , Front Side Sublimation, (XL size>1 kg in weight) PROPROTIONALY FOR OTHER SIZE (Standardized and Branded)	700 Sets	Bottle green with orange sublimation (KVS Agra Region Printed front and back and KVS Emblem at the front)Rubber printing					
2	Sublimation Track Suit- (Different size).	Micro Cloth materials, with YKK Zip, Front Side Sublimation. (Standardized and Branded)	700 Sets	Bottle green with orange sublimation (KVS Agra Region Printed front and back and KVS Emble at the front) Rubber printing					
3	T Shirts & Shorts (different size)	Dot Knit/ Nirmal Net/ Polyester Material (Standardized and Branded) With half sublimation	700 Sets	Bottle green with orange sublimation (KVS Agra Region Printed front and back and KVS Emblem at the front)Chest No. on both sides as per the games/events					
4	Socks	Good quality Lycra (Standardized and Branded) / Superior 4-Way Stretch, Cushioning 100% Cotton	700 Pairs						
5	Sports Shoes / Warm Up Shoes (different size)	Branded Jogger/Sports Shoes for multipurpose Use	700 Pairs						
6	Blazer	Gwardin/Matee/Trovine Branded Fabric Blazer		With Embroidery logo navy blue with KVS crest only.					

We agree to supply the above goods (SI.No.1 to 6) in accordance with the specifications for the above mention unit price shown against the item(s) for which tender(s) have/have been submitted, within the period specified in the Invitation for Tender. We also confirm that the normal commercial warranty/guarantee of _____ months shall apply to the offered goods. Bid Security/EMD of Rs.20,000/- (Rupees Twenty Thousand Only) is furnished herewith vide Bank Draft No. _____ Dated _____ drawn in **VVN K V No 1 AFS Agra** at Agra.

Place: _____
 Date
 Name: _____

(Bidder)
 Signature : _____

No. _____

Seal:
 VAT/TIN/GST

PRE -CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the integrity Pact) is made on day of the month of 2018, between, on one hand, the Dy. Commissioner of KVS acting through, Principal of K.V. No.1, AFS, AGRA (hereinafter called the "BUYER", which expression shall mean and include, **unless** the context otherwise requires, his successors in office and assigns) of the First Part and M/srepresented by Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes .to procure Sports wears/goods etc. as per supply order and the BIDDER/Seller is willing to offer/has offered the stores and

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

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/Prejudiced Dealing 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 said stores/equipment at a comparative 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

Signature of the Bidder with Stamp.....

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 BIDDER 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 or the BUYER will report **to the appropriate Government** office any attempted or completed breaches **or the above commitments as well as any substantial** suspicion of **such a breach.**
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the Buyer with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a **case** while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to 'secure the contract' or in furtherance to secure it and in particular commit

Signature of the Bidder with Stamp.....

Itself to the following: -

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official. Of the BUYER, connected directly or indirectly with the bidding process, or-to any person, organization or third party related to the contract in exchange for any advantage in the bidding-evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes **that it has not given** , offered or promised to give, directly or indirectly any **bribe , gift, -consideration,** reward, favour, any material **or immaterial benefit or other advance** commission, gees, brokerage **or inducement to any official of the BUYER** or otherwise in procuring **the Contract or forbearing to do or** having dons 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 dis-favour to any **person in relation to the** contract or any other contract with the Government.
- 3.3* BIDDERS shall disclose the name and address of agents and representative and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/ **authorized** government sponsored export entity of the defense stores and-has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of - its functionaries, whether officially or unofficially **to the award** , of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members agents brokers or any other intermediaries in connection with the contract and the details of service agreed upon for such payments.

Signature of the Bidder with Stamp.....

- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage **in exchange for any corrupt practice, unfair means and illegal activities.**
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such Information is divulged.
- 3.10 The BIDDER commits to refrain' from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, **is a relative** of any of the officers of the BUYER, or alternatively, if any **relative of** an officer of the BUYER has financial interest/stake in the BIDDER's firm the shall be disclosed by the BIDDER at the time of filing of tender.

The term relative for this purpose would be as defined in of the Companies Act 2013.

- 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

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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)

While submitting commercial bid, the BIDDER **shall deposit** an amount of Rs 50,000/ (fifty thousand) **(to be specified in RFP)** as
5.1 Earnest

Money/Security Deposit with the BUYER through Any of the following instruments:

- (i) **Bank Draft** or a Pay Order **in favour of as mentioned in Tender/Supply order.**
- (ii) A confirmed **guarantee** by an **Indian Nationalised Bank**, promising payment **of the guaranteed**, sum to the BUYER on demand within three working days without **any demur whatsoever and without seeing any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.**
- (iii) Any other mode or through any other instrument **(to be specified in RFP).**

5.2 The Earnest Money/Security Deposit shall be valid upto a period of One **year or the complete** conclusion **of the contractual obligations to the** complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article Pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of

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Performance Bond in case of a decision by t-he. BUYER to forfeit the same without assigning any reason for, imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

Sanctions for Violations

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

- (i) To immediately, call off the pre contract **negotiations** without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER (s) **would continue.**
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER 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.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the' payments, already made by the BUYER, along with interest.
- (v) 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.

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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.

9. **Facilitation of investigation**

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

10. **Law and Place of Jurisdiction**

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

11. **Other Legal Actions**

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

12. **Validity**

12.1 The validity of this Integrity **Pact shall be from date of its signing and** the complete execution of the contract to the satisfaction of both the BUYER and the Bidder, 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.

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12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The **parties** hereby sign this integrity **Pact** at _____ on _____

BUYER

BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

Deptt

Witness

witness

1. _____

2. _____

3-

1. _____

2. _____

*Provision of these clauses would need to be amended/deleted in line with the policy of the BUYER in regards to Involvement of Indian agents of foreign suppliers.

Signature of the Bidder with Stamp _____