

Sealed quotations are invited from reputed registered firms/ OEM/ Dealers/ Distributors/ Stickiest for supply of sports items.

Tender forms & details can be obtained / downloaded as below:

 E-mail: kvcrpf@gmail.com
Website: amerigogcrpf.kvs.ac.in
केन्द्रीय विद्यालय के.रि. पु. बल (स.के.)
शिक्षा मंत्रालय भारत सरकार के अधीन एवं स्वायत्त निकाय
९ माइल अमेरीगॉग
गुवाहाटी - ७८१०१२३(असम)
सीबीएसई संबद्धता संख्या: २०००१७ सीबीएसई स्कूल संख्या :०५०१०



 0361-2895013 (O), 2895041 (R)
0361-2895041 (Fax)
KENDRIYA VIDYALAYA CRPF (GC)
An Autonomous Body Under Ministry of Education, Govt. Of India
9 Miles Amerigog
Guwahati - 781023 (Assam)
CBSE Affiliation No. 200017, School Code: 05010

TENDER NOTICE

F. N.1466/KVA -CRPF/Sport /355/2022-23/

Dated: 23.08.2022

Tender Fee : Rs. 500/- in the form of DD / Banker's cheque

Last date of Submission : 1.00 am of 16.09..2022

Opening of Sealed tender: 10-30 am of 17.09.2022

Display of materials and presentation : 10-30 am of 17.09.2022

Earnest Money : Rs. 25000/- (Rupee Twenty Five Thousand Only)

Security Deposit : 10% of Tender value after getting the order.

Colour of the Dress : Navy blue Base with Sky Blue.

Owner : Kendriya Vidyalaya CRPF (GC) Amerigog for and on behalf of
Kendriya Vidyalaya Sangathan, Regional Office, Guwahati

Time of Completion : Within 15 days of issue of Purchase order

PART –I: TECHNICAL BID (IN SEALED ENVELOPE-A)

PART- II: COMMERCIAL BID (IN SEALED ENVELOPE- A)

PART- III: PRICE BID (IN SEALED ENVELOPE –B)

(Envelope A and B are to be kept inside a main Envelope and to mention the Tender No, Sender's Address and Receiver's Address)

Annexure- A: Authorization letter

Annexure- B: Affidavit

Annexure - C: Pre Contract Integrity Pact

PRINCIPAL

E-mail: kvcrpf@gmail.com
Website: amerigogcrpf.kvs.ac.in

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TENDER INVITATION FOR THE SUPPLY OF SPORTS ARTICLES (TERMS AND CONDITIONS)

1. Sealed quotations for the supply of Sports Articles as given in Part III are invited from registered firms/manufacturers/dealers in Kendriya Vidyalaya CRPF (GC), AMERIGOG, 9TH MILE, GUWAHATI 781023 (hereafter "Purchaser"). The tenders may be submitted up to **2.30 P.M. on 16.09.2022** in the sealed cover marked as "Sealed Quotations for Supply of Sports articles" as per enclosed list and not by the name. The quotations will be opened in the office of the Principal Kendriya Vidyalaya CRPF AMERIGOG at **10.30 a.m. on 17.09.2022** However, in case the date of opening is delayed due to unavoidable reasons the date will be intimated over telephone or in the Vidyalaya website.

2. The quotations shall be submitted according to the terms and conditions specified in paragraphs 1 to 22 herein unless specified otherwise in the quotations, it shall be construed that the terms and conditions stipulated hereunder have been agreed to.

3. The rates should be F.O.R and should include transportation cost, excise duty, freight and any other rates or imposition whatever liable in respect of supplies, freight etc. GST as applicable at specified rates must be expressly stipulated in the quotation. Only in the event of acceptance of quotation, supply order will be issued to the "Firm". The responsibility of mentioning correct rates lies with the Firm/tenderer.

4. There should not be any over writing or correction 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, who signed the quotations. In the absence of the attested corrections the quotations are liable to be rejected.

5. The Purchase Committee constituted on behalf of purchaser does not bind itself to accept the lowest quotation and reserves the right to accept the quotations in whole or in part, 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.

6. Tender may be cancelled partially or as a whole by the authority without assigning any reason to any bidder. Under such cases, the earnest money and the tender fee will be refunded to the bidder(s).

7. The bidder will have to furnish a DD / Banker's cheque Rs. 25000/- (Rupees twenty five thousand only) towards Earnest Money Deposit along with the quotations. The same will be refunded in the event of rejection of quotations. The earnest money will be forfeited in the event of failure to comply with the contract. In the event of acceptance of quotation, the earnest money will be adjusted towards Security Deposit/ Performance Security which shall be payable @ 10% of the approximate total cost. **The quotations without earnest money deposit, whatsoever, will not be accepted in accordance with Article 180 of the**

Accounts Code of KVS.

8. The applicant bidder must have sound financial health and carrying a turnover of at least Rs.20.00 lacs for past 2/3 years and solvency certificate of Rs.10.00 lacs from the bankers. The firms should never have been black listed by any Government/Private organization as on date. The same needs to be submitted on an Affidavit duly notarized.

9. On acceptance of quotation, it will become a 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 "Purchaser", the "Purchaser" shall be at liberty to purchase the articles from the market or get the rest of 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 Purchaser, the contractor shall be liable to pay this difference amount as well.

10. The quantity of articles indicated may be increased or decreased at the discretion of the purchaser without assigning any reason.

11. Rates should be quoted with the Samples which are to be displayed by the Firms on 17.09.2022 before the Purchase Committee. Rates quoted without samples are liable to be rejected. Rates of all the items should be quoted in totality; partially submitted rates may not be accepted. Samples of all the items have to be left behind in the School at least for one week. Rejected samples may be collected back after one week. The decision of the Purchase Committee will be final and binding.

12. The copy of OEM/Dealership of the brand be enclosed with the Tender form. As such, the firm selected for supplying the sports articles, the same will be required to furnish proof along with the bills to the effect of purchasing the said brand articles from the dealer/OEM during the period of contract in currency viz. delivery challan etc. in order to ensure the genuineness of the branded supply.

12 . In the event of acceptance of quotation and placing the order for purchase, the article would be subjected to inspection by the Purchaser/ Committee/ representative 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.

13 . The rates quoted by the contractor shall hold good up to **one year**. No amendment in the rates except increase in the rates of Taxes as applicable during the period of execution of the contract will be accepted.

14 . A copy of the Income Tax clearance certificate/ Service Tax etc. is required to be submitted along with the quotation. The quotations of unregistered firm are liable to be rejected.

15 These instructions to the Tenderers are to be signed by the contractor and returned with the tender.

16 Sealed envelopes will be opened on 17.09.2022 at 10.30 a.m. in the office of the Purchaser. The bidders or their authorized agent may also remain present at the scheduled time of opening tenders. The display of the items and presentation of the same will be held on the same day i.e. 17.09.2022. Further decision regarding supply will be taken by the Purchase Committee after Inspection of articles and decision of the committee shall be final. If the tender is accepted, the payment of bills as per approved rates of the articles will be made by Account payee cheque only.

17 Income Tax will be deducted as per Income Tax Act and Rules.

18 Contractor/Tenderer will have to supply the article within **15 days** of issue of supply order or as specified therein. The items will have to be packed event wise and venue wise separately. The delivery of the packet containing the items will be at the specified venue which will be intimated at the time of placing the order.

19. 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, registered with the appropriate authority for carrying out the described work, furnishing the declaration regarding black listing on Stamp Paper etc.
- ii) Tenders not enclosed with the required Demand Draft of required fee and amount of Rs.500/- if applied on downloaded document.
- iii) Rates quoted without displaying the samples as stated in Para 10
- iv) Unsigned Tender document/terms and conditions/pricing bid document
- v) The tenderer not agreeing to any terms and conditions so listed.

20 The Purchaser does not bind himself to accept the lowest quotation and reserves the right to accept the quotations in whole or 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. Accordingly, **the Purchaser reserves the right to reject any or all tenders without assigning any reason thereof, either in full or in part.**

21 TOLERANCE CLAUSE

It is further clarified that the quantities for the said materials and its quantities as shown in the volume of the work may get varied. Hence, the purchaser reserves the right for increment/decrement 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/ honoured by the supplier to them at the lowest rates of this tender.

22. False Information:

In the event of furnishing false/ incorrect information 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 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.

23. AWARD OF CONTRACT

- a) The Purchaser will award the contract to the contractor/bidder whose quotation has been determined to be substantially responsive, satisfactory and reasonable price.
- b) The bidder whose bid is accepted will be notified of the award of 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 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 quotation and to cancel the bidding process and reject all quotations at any time prior to the contract.

AGREEMENT

I/ We hereby undertake that all the technical and commercial tender conditions and other terms & conditions mentioned in this document from **1 to 23** or any changed conditions prior to the dead line for submission of the 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/ Registration No/GST No. etc. of the firm.

PART – I

Technical Bid Form (Envelope “A”)

GENERAL INFORMATION ON PROFILE OF THE BIDDER and Attachments

- 1.1 Name of the Firm :
- 1.2 Nature of the Firm: Public / Private/ Partnership/ Proprietorship
- 1.3 Address with Phone No. , Fax and E-mail.
- 1.4 Two copies of Supply Order/ Bills (OF HIGHEST VALUES) during last 2 years.
- 1.5 PAN no: (Copy of the PAN Card to be enclosed)
- 1.6 GST Registration No. (Copy of the PAN Card to be enclosed)
- 1.7 Copy of latest IT Return / Clearance Certificate to be enclosed.
- 1.8 Copy of Solvency Certificate for Rs 10 lakhs issued on or after 01.04.2021.
- 1.5 Balance sheet for **2019-20 & 2020-21** duly attested by CA
- 1.6 An affidavit regarding that the firm has never been blacklisted on Non Judicial Stamp Paper of Rs 100/-
 - 1.7 Details of Earnest Money Deposit (EMD) – Amount:Rs 25000/- (Rupees Twenty five Thousand only).
Name of Bank _____ DD NODate
- 1.8 Details of Tender Fee- Amount:Rs 500/- (Rupees Five Hundred only).
Name of Bank _____ DD NODate of DD.....
- 1.9 Documents for partnership firm / other firm.
- 2.0 Whether all enclosures signed with Sealed by the owner / Partner/ Director/ Manager.
- 2.1 Copy of Authorization Certificate of Reputed Company.

Note:-

1. All the documents submitted should be self- attested and stamped by the bidder.
2. Bidder will not enclose any other additional documents other that 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 product, the firm is liable to any punitive action, as mentioned in the terms and conditions of the tender.

Signature of the bidder
Authorized person with seal

Date & Place

CHECKLIST OF ENCLOSURES WITH TENDER DOCUMENT

1. Samples of the items along with rate for each item separately
2. A Demand Draft of 5% of Tender value or Rs.25, 000/- whichever is greater for EMD and Rs.500/- towards Tender fee.
3. Copy of the Balance sheet of the firm for last 02(two) years.
4. Solvency certificate from the bankers for Rs. 10.00 lac issued any time during current financial year.
5. List of similar type of works executed by the firm so far, specially with KVS. Enclose copies of supply orders, if any.
6. Terms and conditions from 1 to 2.1 above duly signed in token of accepting them all unconditionally.
7. An affidavit on Non-Judicial Stamp Paper of Rs.100/- duly notarized will have to be submitted by the firm declaring that the firm has never been blacklisted by any Government/Private organization/ Institution/Department.
8. Latest IT returns of the firm/GST/Taxes as applicable clearance certificate for the last two years.
A copy of the GST Registration/ TIN certificate should also be enclosed along with the quotation.
9. Concerned OEM/dealership certificate for applied articles.
10. Pre Contract Integrity Pact in the prescribed format enclosed with tender.
11. Any other document required by the text inside the document

Strike out whichever is not applicable.

Signature of the Bidder with date & Seal of the firm

PART – II

COMMERCIAL BID (ENVELOPE “A”)

(To be submitted in original along with the tender)

Date: _____

The Principal
KV CRPF Amerigog

Sub: Submission of Commercial Bid for Supply of Sports Material (2022-23)

Sir,

Having examined the tender documents, terms and conditions stipulated therein, specification of work etc., I/We, the undersigned offer to execute the work of supply of sports material in conformity with the said specifications and conditions of contract.

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 from the date of opening of financial bid and it shall remain binding upon us as may be accepted at any time before the expiry of that period. The rates quoted above are applicable for the entire work supply of sports material to be done as per the quantity and quality mentioned in the tender form.

The Price Bid is enclosed herewith as PART-III (in Envelop- B)of the Tender documents.

**Signature of the Bidder
with full Name & Seal**

PART III**PRICE BID (IN SEALED ENVELOPE- B)****LIST OF ITEMS / QUATATION FOR SUPPLY OF SPORTS ARTICLES**

Sl. No	Name of the Items	Rate of Alternative -1	Rate of Alternative -2	Rate of Alternative -3
1	Track suit (Navy Blue Base with sky blue)			
2	T Shirt & Short (Navy Blue Base with sky blue)			
3	Sports Shoe / Joggers			
4	Shocks			
5	Sports Cap with KVS Name & Logo			
6	Navy Blue Balzer With KVS Logo			
7	Full sleeve White Shirt with KVS logo			
8	Athletics Sports Kit (Vest & Shorts) (Navy Blue Base with sky blue)			
9	Sando Dress for Basket Ball			
10	Boxing Vest & Shorts			
11	White Trouser & T Shirt for Cricket			
12	Judo Gi			
13	Rope skipping dress (upper & lower) Half pant & T Shirt (skin tight)			
14	Swimming Costume for Boys			
15	Swimming Costume for Girls			
16	Tae Kwon do Gi			
17	Skating dress upper & lower Half pant & T Shirt (skin tight)			
18	Yoga costume (upper & lower white colour) Skin tight lower			

Note : Name of KVS Guwahati Region with KVS Logo will be imprinted on all the Dresses.

Colour of the Dress: Navy blue Base with Sky Blue

All the terms and conditions mentioned in the tender form are accepted by me/us and I/we agree to supply the above goods in accordance with the specifications for the above mentioned unit price against the items for which quotations have been submitted along with samples within the period specified in the invitation of quotations.

Signature of the bidder with date & Seal of the Firm

ANNEXURE 'A'

Ref: _____

Date: _____

To

The Principal
Kendriya Vidyalaya CRPF Amerigog
Guwahati- 781023

Subject: Representative Authorization Letter

Ms./Mr. is hereby authorized to sign relevant documents on behalf of the Company in dealing with Tender No. F. N.1466/KVA -CRPF/Sport /355/2022-23/ Dated: 23.08.2022.

He is also authorized to attend meetings, display/demonstrate materials & furnish technical & commercial information as may be required by you in the course of processing above said application,

Thanking You,

Authorized Signatory

Representative Signature

Signature Attested

Note: - It should be on the letter head of the firm/tenderer duly signed and stamped authorized signatory

Annexure-“B”

(To be furnished on non judicial stamp paper duly attested by the Notary).

AFFIDAVIT

I/We/M/s _____ is/are registered as Manufacturer/Distributor/Supplier of _____ as per GST Registration Certificate No. issued by _____ having registered office at _____ and manufacturing/ Supply base at _____ do hereby declare and solemnly affirm that I/We have not been Black-Listed, nor mine/our Tenders or Supply Orders have ever been cancelled by any State/UT/Central Government or any partner or shareholder either directly or indirectly connected with or has any subsisting interest in the business of my/our firm nor any legal proceedings have ever been initiated/pending or any penalty has ever been levied due to delay of non completion of supply order by any State/UT/Central Government or by any authority.

DEPONENT

Place: _____

Dated: _____

Verification

I/We do hereby solemnly declare and affirm that the above declarations are true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed therein.

DEPONENT

(Format of Integrity Pact) (To be signed by the successful bidder)

Annexure : C

PRE CONTRACT INTEGRITY PACT

Between

Kendriya Vidyalaya CRPF Amerigog, Guwahati 781023, Assam, an institution under Kendriya Vidyalaya Sangathan incorporated under the relevant law in the matter and having its registered office at 9th Mile , Guwahati, Assam, 781023, hereinafter referred to as “The Employer” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the **First Part.**

And

M/s _____ , a company/ firm/ individual (status of the company)

constituted in accordance with the relevant law in the matter and having its registered office at _____ represented by Shri _____, hereinafter referred to as “The Bidder/Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the **Second Part.**

WHEREAS the Employer proposes to procure under laid down organizational procedures, contract/s for ----- (Name of the work/ goods/ services) and the Bidder/Contractor is willing to offer against NIT No.....

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 Employer to obtain the desired said (work/ goods/ services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling the Bidder(s)/Contractor(s) 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 Employer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

1.0 Commitments of the Employer

- 1.1** The Employer undertakes that no official of the Employer, 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/Contractor, 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 Employer will, during the pre-contract stage, treat all the Bidders/Contractors alike, and will provide to all the Bidders/Contractors the same information and will not provide any such information to any particular Bidder/Contractor which could afford an advantage to that particular Bidder/Contractor in comparison to other Bidders/Contractors.
- 1.3.** All the officials of the Employer will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4** In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Employer with full and verifiable facts and the same is prima facie found to be correct by the Employer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer or Independent External Monitor 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 Employer the proceedings under the contract would not be stalled.

3.0 Commitments of the Bidder(s)/Contractor(s)

The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-

- 3.1** The Bidder(s)/Contractor(s) 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 Employer, 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/Contractor 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 Employer 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 Employer for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with Employer.
- 3.3** The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign principals or associates.
- 3.4** The Bidder(s)/Contractor(s) 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, 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 Employer 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/Contractor 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/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8** The Bidder/Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in electronic data carrier. The Bidder/Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9** The Bidder(s)/Contractor(s) 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(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.11 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the Employer, or alternatively, if any relative of an officer of the Employer has financial interest/stake in the Bidder(s)/Contractor(s) firm(excluding Public Ltd. Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.

3.12 The Bidder(s)/Contractor(s) 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 Employer.

3.13. The Bidder/supplier shall follow all rules and regulations of India.

4.0 Previous Transgression

4.1 The Bidder(s)/Contractor(s) 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 on any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Government Department in India and in _____ (*Employer's country*).

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.

5.0 Earnest Money (Security Deposit)

The provision regarding Earnest Money/Security Deposit as detailed in the Notice Inviting Tender (NIT) and Instruction to Bidders (ITB) section of the Bid Document is to be referred.

6.0 Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the Bidder/Contractor or any one employed by it or acting on its behalf shall entitle the Employer to

take action as per the procedure mentioned in the “**Guidelines on Banning of Business Dealings**” attached as **Annex-A** and initiate 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/Contractor. However, the proceedings with the other Bidder(s)/Contractor(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 Employer and the Employer shall not be required to assign any reason thereof.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/Contractor shall be liable to pay compensation for any loss or damage to the Employer resulting from such cancellation/rescission and the Employer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Contractor.
- (iv) To encash the Bank guarantee, in order to recover the dues if any by the Employer, along with interest as per the provision of contract.
- (v) To debar the Bidder/Contractor from participating in future bidding processes of Employer, as per provisions of “Guidelines on Banning of Business Dealings” (**Annex-A**), which may be further extended at the discretion of the Employer.
- (vi) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.
- (vii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Employer with the Bidder/ Contractor, the same shall not be opened/operated.
- (viii) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Employer will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (viii) of this Pact also on the Commission by the Bidder/Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Contractor), 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 in Employer’s country.

6.3 The decision of the Employer to the effect that a breach of the provisions of this Pact has been committed by the Bidder / Contractor shall be final and conclusive on the Bidder / Contractor. However, the Bidder/Contractor can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

7.0 Independent External Monitor(s)

7.1 The Employer has appointed Independent External Monitor(s) (hereinafter referred to as Monitors) for this Pact.

7.2 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.

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

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform CMD/CEO/MD of Employer and request Employer to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

7.6 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Employer including that provided by the Bidder/Contractor. The Bidder/Contractor 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 Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor(s) with confidentiality.

7.7 The Employer 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 as and when required.

7.8 The Monitor will submit a written report to the CMD/CEO/MD of Employer within 10 days from the date of reference or intimation to him by the Employer/Bidder and should the occasion arise, submit proposals for correcting problematic situations.

7.9 The word 'Monitor' would include both singular and plural.

8.0 Facilitation of Investigation

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

9.0 Law and Place of Jurisdiction

This Pact is subject to Govt. of India (Employer's Country) Law. The place of performance and jurisdiction is the Registered Office of the Employer. The arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

10.0 Other Legal Actions

10.1 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.

10.2 Changes and supplements as well as termination notice need to be made in writing.

10.3 If the Contractor is a partnership or a consortium or a joint venture, this pact must be signed by all partners of the consortium/joint venture.

11.0 Validity

11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Employer and the Bidder/Contractor/Seller, including warranty period, whichever is later. In case BIDDERS is unsuccessful, this Integrity Pact shall expire after six months from the

date of the signing of the contract or six months from the date of opening of price bids, whichever is earlier.

11.2 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 intention.

12.0 The Parties hereby sign this Integrity Pact at _____ on _____.

Employer

Bidder

Name of the Officer

(Authorised Person)

Designation

(Name of the Person)

Designation

Place-----

Place-----

Date-----

Date-----

Witness1. _____

Witness1. _____

(Name and address)

(Name and address)

2. _____

2. _____

(Name and address)

(Name and address)

Guidelines on banning of business dealings Contents

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Guidelines on Banning of Business Dealings

1.0 Introduction

- 1.1** Employer deals with Agencies viz. parties/ contractors/ suppliers/ bidders, who are expected to adopt ethics of highest standards and a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of Employer to deal with Agencies who commit deception, fraud or other misconduct in the tendering process.
- 1.2** Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2.0 Scope

- 2.1 The Information for Bidders/ Instruction to Bidders and even the General Conditions of Contract (GCC) of Employer generally provide that Employer shall have the rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct or fraud or anything unethical not expected from a reputed contractor.
- 2.2 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.3 These guidelines shall apply to all the Projects/ Power Stations/ Regional Offices/ Liaison Offices of SJVN including its subsidiaries and JVs.
- 2.4 It is clarified that these guidelines do not deal with the poor performance of the contractors/ Agencies.
- 2.5 The banning shall be with prospective effect, i.e. future business dealings.

3.0 Definitions

In these Guidelines, unless the context otherwise requires:

- i) **“Party / Contractor / Supplier / Bidders”** shall mean and include a public limited company or a private limited company, a joint Venture, Consortium, HUF, a firm whether registered or not, an individual, cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. “Party / Contractor/ Supplier / Bidder’ in the context of these guidelines is indicated as ‘Agency’.
- ii) **“Unit”** shall mean the Project/ Power Station/ Regional Office/ Liaison Office.
- iii) **“Competent Authority”** and **‘Appellate Authority’** shall mean the following:

The concerned Director shall be the ‘Competent Authority’ for the purpose of these guidelines.

CMD shall be the ‘Appellate Authority’ in respect of such cases.
- iv) **“Investigating Committee”** shall mean any Officer/Committee appointed by Competent Authority to conduct investigation.
- v) **“List of approved Agencies viz Parties / Contractors / Suppliers/Bidders”** shall mean and include list of Parties/ Contractors / Suppliers / Bidders etc if registered with Employer.

4.0 Initiation of Banning / Suspension

Action for banning /suspension business dealings with any Agency shall be initiated by the department responsible for invitation of bids after noticing the irregularities or misconduct on the part of Agency concerned. Besides the concerned department, Vigilance Department of each Unit/ Corporate Vigilance may also be competent to initiate such action.

5.0 Suspension of Business Dealings.

- 5.1 If the conduct of any Agency dealing with Employer is under investigation, the Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether

pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Committee, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Committee. The Investigating Committee may ensure that their investigation is completed and whole process of final order is over within such period. However, if investigations are not completed in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

- 5.2** The order of suspension shall be communicated to all Departmental Heads of SJVN (including its subsidiaries and JVs) and Heads of the Units. During the period of suspension, no business dealing may be held with the Agency.
- 5.3** As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.4** If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.5** It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension.
- 6.0** Ground on which Banning of Business Dealings can be initiated:
- 6.1** If the security consideration, including questions of loyalty of the Agency to Employer so warrants;
- 6.2** If the director /owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last three years.

- 6.3** If business dealings with the Agency have been banned by the Department of Power, Government of India and the relevant government department of Employer's Country.
- 6.4** If the Agency has resorted to corrupt, fraudulent practices including misrepresentation of facts;
- 6.5** If the Agency uses intimidation / threatening or brings undue outside pressure on Employer or its official for acceptance / performances of the job under the contract;
- 6.6** If the Agency misuses the premises or facilities of Employer, forcefully occupies or damages Employer's properties including land, water resources, forests / trees or tampers with documents/records etc. (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7.0 Banning of Business Dealings

- 7.1 A decision to ban business dealings with any Agency shall apply throughout SJVN including its subsidiaries/JVs.
- 7.2 There will be an Investigating Committee consisting of officers not below the rank of AGM/DGM from Indenting Division, Finance, Law and Contracts. Member from department responsible for invitation of bids shall be the convener of the committee. The functions of the committee shall, inter-alia include:
 - i) To study the report of the unit/division responsible for invitation of bids and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.
 - ii) To recommend for issue of show-cause notice to the Agency by the concerned unit/division as per clause 9.1.
 - iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
 - iv) To submit final recommendations to the Competent Authority for banning or otherwise.

8.0 Removal from List of Approved Agencies - Suppliers/ Contractors, etc.

8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.

8.2 The effect of such an order would be that the Agency would not be qualified for competing in Open Tender Enquiries or Limited Tender Enquiries till the period mentioned in the order.

8.3 Past performance of the Agency may be taken into account while processing approval of the Competent Authority for award of the contract.

9.0 Show-cause Notice

9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency, Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.

9.2 If the Agency requests for inspection of any relevant document in possession of Employer, necessary facility for inspection of documents may be provided.

9.3 The Competent Authority may consider and pass an appropriate speaking order:

a) For exonerating the Agency if the charges are not established;

b) For removing the Agency from the list of approved Suppliers / Contractors, etc.

c) For banning the business dealing with the Agency.

9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned.

10.0 Appeal against the Decision of the Competent Authority

10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing etc. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11.0 Circulation of the names of Agencies with whom Business Dealings have been banned

- i) The concerned unit shall forward the name and details of the Agency(ies) banned to IT&C Division of SJVN's Corporate Office for displaying the same on SJVN website.
 - ii) Corporate Contracts Department shall also forward the name and details of the Agency(ies) banned to the Ministry of Power, GoI besides forwarding the name and details to the contracts/procurement group of all CPSUs of power sector.
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