

भारतीय खेल प्राधिकरण
नेताजी सुभाष राष्ट्रीय क्रीड़ा संस्थान पटियाला

TENDER DOCUMENT

FOR

**Mechanized Laundry / Ironing / Dry
Cleaning Services for Linen, Blankets,
Curtains, Quilt Covers, Pillow Covers,
Towels, Door Mats etc.**

AT

**SAI NS NIS, Old Moti Bagh,
Patiala.**

Notice Inviting Tender

DATE- 23/10/2023

Sports Authority of India Netaji Subhas National Institute of Sports Old Moti Bagh, Patiala-147001 invites online Tenders from the reputed, experienced and financially sound Launderers & Dry Cleaners service providers whose annual turnover is Rs. 5 Lacs., for Mechanized Laundry / Ironing / Dry Cleaning Services for Linen, Blankets, Curtains, Quilt Covers, Pillow Covers, Towels, Door Mats, etc. at SAI NS NIS, Patiala.

Details of tenders are as under:

1.	Name of Work	:	Mechanized Laundry / Ironing / Dry Cleaning Services for Linen, Blankets, Curtains, Quilt Covers, Pillow Covers, Towels, Door Mats, etc. At SAI NS NIS, Patiala.
2.	Earnest Money Deposit	:	Rs.10,000/- (Rupees Ten Thousand only) by crossed Bank Draft / Banker's Cheque drawn in favor Sr. E.D (A), SAI NS NIS, Patiala (to be submitted physically on the last day of submission of Technical Bid i.e. on 06/11/2023).
3.	Estimated Cost of Tender	:	Rs.05.00 Lacs (Rupees Five Lacs Only)
4.	Last date and time of receipt of Tenders	:	06/11/2023 upto 4.00 p.m. (Tender will be available from 23/10/2023 to 06/11/2023)
5.	Online Submission of tender	:	Vendors are required to upload technical and price bids separately duly signed and stamped along with a soft copy of the requisite EMD on the CPP portal https://eprocure.gov.in.eprocure/app.in
6.	Date and time of opening of Tenders (Technical & Price Bid)	:	<u>Technical Bid:</u> 07/11/2023 at 5.00 p.m. <u>Price Bid:</u> Online (only for technically qualified bidders - date for the opening of price bid will be advised separately to the technically qualified bidders)
7.	Penalty	:	As per Tender Clause.
08.	Validity of Offer	:	90 days from the date of opening the Tenders.

09.	Commencement of work	:	Within 30 days of the issuance of the work order.
10.	Corrigendum(if any)	:	<i>Will be published on the CPP portal</i> https://eprocure.gov.in.eprocure/app.in
11.	Availability of Tender Document	:	<i>Tender documents are to be downloaded from the CPP portal</i> https://eprocure.gov.in.eprocure/app.in and www.nsnis.org from 23/10/2023 to 06/11/2023.

Earnest Money Deposit will be submitted physically in the office of Deputy Director (GAD), SAI NS NIS, Patiala **on or before 4:00 pm 06/11/2023**, if the Earnest Money Deposit is not submitted as prescribed, the tender shall be rejected.

In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.

Sr. Executive Director, SAI NS NIS, Patiala has the right to accept/reject any or all tenders without assigning any reasons.

Gaurav Rawat
DEPUTY DIRECTOR (GAD)
SAI NS NIS, Patiala

SIGNATURE OF THE TENDERER

PART – A

GENERAL INSTRUCTIONS TO TENDERERS

- SAI NS NIS, Patiala requires the services of reputed, well established and financially sound Launderers / Dry Cleaners Company / Firm/ Agency (hereinafter referred to as Agency) to provide Mechanized laundry services / dry cleaning services for linen, Towels, Blankets, Quilt covers, Curtains, Door mats, etc. Hotels of good repute, having their in-house running laundry can also apply for the tender, provided they submit an acceptable document that entitles them to provide the services. The item-wise details of work are given in the financial bid. The requirement is only indicative and can change. The tenderer should have a sufficient pool of men/machines to cater to the needs.
- The contract will be initially for a period of one year and shall commence from the date of signing of the agreement which may be renewed further for a period of 1+1 year, if performance is found to be satisfactory. Sr. Executive Director, SAI NS NIS, Patiala, however, reserves t h e right to terminate/curtail the contract at any time after giving 15 days notice to the selected service providing Agency without assigning any reason.
- Location from where the material is to be collected: SAI NS NIS, Patiala.
- No consideration will be given to Tenders received after the time/date specified above and such Tenders are deemed to be rejected. The Tender Documents are not transferable. Incomplete Tenders and not conforming to the requirements of the invitation for tenders are liable to be rejected. Tenders submitted by a firm shall be signed separately by the proprietor, each partner thereof and in the absence of any partner, shall be signed by the Power of Attorney holder. Tender by a company shall be executed by the person(s) duly authorized under the resolution of the Board of Directors of the Company.
- Qualification proposals / Technical bid will be opened at **5.00 P.M. on 07/11/2023** at the office of the **DEPUTY DIRECTOR (GAD) SAI NS NIS, PATIALA - 147001**. Price bid will be opened only for technically qualified bidders. The authorized representatives should bring necessary authority letters under an official letterhead of the bidders conferring full and comprehensive authority to deal with all matters relating to the tenders.
- Price bid will be opened separately only for the technically qualified bidders. Date for opening of price bid will be advised separately to the qualified bidders only.

- In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
- In case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties the tender and all other related documents must be signed by all partners of the firm.
- The tenderer should also submit the following documents along with their offers in support of: -

Documents to be enclosed with Technical Bid:

- a. Certificate of Incorporation, Articles & Memorandum of Association in case of a company/ partnership deed in case of a partnership firm.
- b. Certificate of Registration under GST Act,
- c. Certificate of Registration under Shops & Establishment Act, for Laundry/Dry cleaning services.
- d. Financial Statements (P&L and Balance Sheet) for the last three Financial Years.
- e. Income Tax Assessment copies for the last three financial years.
- f. Performance certificate from previous & present clients for last 5 years
- g. Certificate of I S O, if available
- j. Copies of contracts awarded by the Central Government/State Government/PSUs/ Bank/reputed private firms during previous years in case where such contracts have been awarded.
- k. Certificate/Proof for minimum Experience of 5 years in the field of Laundry/Dry cleaning.

•The Contractors should quote in figures as well as in words the rate, and amount Tendered by them. The amount for each item should be worked out and the requisite totals given. **The rates quoted shall be inclusive of all rates for the items of work described, including materials, labour, machinery, carriage & transport, supervision, overheads & profits, mobilizing, and other charges whatsoever including any anticipated or un-anticipated difficulties etc.** complete for proper execution of the work/services as per specifications and no claim whatsoever for any extra payment shall be maintainable. However, any changes in the taxing structure shall be payable extra.

- Canvassing in connection with Tenders is strictly prohibited and the Tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- All rates shall be quoted on the proper form of the Tender alone. Quoted rates and units different from prescribed in the Tender schedule will be liable for rejection.
- All corrections such as cuttings, interpolations, omissions and over-writings shall be signed by the Tenderer.
- GST, works contract tax, or any other tax, any royalties, duties, levies, cess, entry tax, Octroi, profession tax, turnover tax, or of like on material or finished work in respect of this Contract shall be payable by the Tenderer and the Employer will not entertain any claim whatsoever in respect of the same, and nothing extra shall be paid/reimbursed for the same subsequently. **However, any changes in the taxing structure shall be payable extra.**
- The bidder has to sign each and every page of this tender document.
- The L-1 bidder has to sign a formal agreement on stamp paper (Rs. 300/-) within Ten days of the award of work. The format of the agreement is given in the tender document.**
- On acceptance of the Tender, the name of the accredited representative(s) of the bidder, who would be responsible for taking instructions from the Employer shall be communicated to the Employer.
- The bidders are advised to inspect and examine the location of the site from where material to be collected for laundry / dry cleaning purpose, its surroundings and satisfy themselves before submitting their Tenders as to the nature of the work and other aspects pertaining to the work, the form and nature of the site, the means of access to the site and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their Tender. The bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The Tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools and plants, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the Contract documents. Submission of a Tender by a Tenderer implies that he has read this notice and all other Contract documents and has made himself aware of the scope and specifications of the work to be done & local conditions and other factors having a bearing on the execution, of the work.**
- The Sr. Executive Director, SAI NS NIS, Patiala reserves the right to accept/reject all tender(s) without assigning any reason, whatsoever.
- The tenderer shall quote the rates in English Language and international numerals. These rates shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate.

•All entries in the tender shall either be typed or written in ink. Erasure and over writings are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderer.

•**The bidders must submit their official address and official e-mail ID.**

•Submission of documents pertaining to **PAN no, GST No, Tin No**, etc. are mandatory, failing which the tenders are liable for rejection.

•**AUTHORISATION AND ATTESTATION:** Tenders shall be signed by persons duly authorized/empowered to do so. Certified copies of such authority and relevant documents shall be submitted along with the tenders.

•**VALIDITY OF OFFER:** The offer shall be kept open for acceptance for a period of **THREE MONTHS** from the date of opening of tenders. In case SAI NS NIS, PATIALA calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the bidders.

•**EXECUTION OF CONTRACT:** The successful bidder's responsibility under this Contract commences from the date of issue of the Letter of Intent/Award by SAI NS NIS, PATIALA. The successful bidder shall be required to execute an agreement in the prescribed form, with the SAI NS NIS, PATIALA, within the specified time after the acceptance of his tender. The expenses for completion and making the required number of copies and compilation of Contract Documents duly bound/titled and stamping/registration of the agreement with prescribed authority, if necessary, shall be borne by the bidder.

BANK GUARANTEE: Upon acceptance of tender, the successful bidder must deposit the **BG of amount of Rs.25,000/- (Rupees Twenty Five Thousand Only)** as a security deposit for the period of the contract.

Initial Security Deposit (ISD)

The amount of **ISD shall be Rs.10,000/- (Rupees Ten Thousand Only)** of accepted value of tender including the EMD in the form of D/D drawn on any scheduled Bank and shall be deposited within 10 days from the date of acceptance of tender.

- The Initial Security Deposit shall be deposited within 10 days from the date of issue of Letter of Intent/Award in the form of demand draft in favor of Sr. Executive Director, SAI NS NIS, PATIALA drawn on a Nationalized/Scheduled Bank payable at Patiala, Punjab.
- Failure to deposit the Security Deposit within the stipulated time, may lead to Cancellation of the award of work.

- The Sr. Executive Director, SAI NS NIS, Patiala reserves the right of **forfeiture of Security Deposit** in addition to other claims and penalties in the event of the contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. The Sr. Executive Director, SAI NS NIS, Patiala reserves the right to set off the Security Deposit, against any claims of any other contracts with SAI NS NIS, Patiala.
- **No interest** shall be payable Security Deposit or on any moneys due to the contractor.
- **EVALUATION AND REJECTION OF TENDER AND OTHER CONDITIONS:**

1 The acceptance of Tender will rest with Sr. Executive Director, SAI NS NIS, Patiala which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights to reject any or all of the tenders without assigning any reasons whatsoever.

2 Conditional tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications etc., are liable to be rejected.

3 SAI NS NIS, Patiala will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. SAI NS NIS, Patiala may, however, recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

4 If the bidder deliberately gives wrong information in his tender, Sr. Executive Director, SAI NS NIS, Patiala reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/ Security Deposit/ any other moneys due.

5 The successful bidder should not sub-contract the part or complete work detailed in the tender specification without written permission of SAI NS NIS, Patiala. The tenderer is solely responsible to SAI NS NIS, Patiala for the work awarded to him.

6 The bidders must have a 24X7 complaint attending service setup. In case of any call, the same must be attended within two hours.

PART B

TECHNICAL BID QUALIFICATION CRITERIA

The tendering Agency must fulfill the following technical specifications/ parameters in order to be eligible for technical evaluation of the bid described in details.

- A. The Registered Office of the Agency should be located in Punjab.
- B. In case of partnership firms, **a copy of the partnership agreement**, or general power of Attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of the firm should also be enclosed along with the tender.
- C. The Agency which has experience in carrying out laundry / dry cleaning services to reputed private companies/Public Sector Companies/Banks /Central and State Government Departments shall be preferred. In such cases, proof of **Governments/ PSUs/Bank/reputed private firms during previous years, attested copies of the supply order must be enclosed.**
- D. The Agency should have its own Bank Account. Certified copy of the account maintenance for minimum one year from the date of tender opening date issued by the Bank shall be enclosed. Accordingly, they should submit three years certified copy of the account maintenance from the date of Tender opening.
- E. The Agency must have its men /machinery (details of the same should be included in proforma for technical bid) for carry out the laundry works to under the tender adhering to time.

TERMS AND CONDITIONS

1. The contract shall be signed within 10 days of intimation of successful bidder by SAI NS NIS, Patiala. The contract will be initially for a period of one years and shall commence from the date of signing of the agreement. Initially, the contract will be for a period of one years. If the performance/service is found satisfactory the contract may be extended for a further period of 1+1 year depending on the performance of the bidder, at same rate, terms and conditions. Sr. Executive Director, SAI NS NIS, Patiala, however, reserves the right to terminate/curtail the contract at any time after giving fifteen days notice if the selected agency is not able to fulfill its activity within a period of seven days of request of its service for laundry / dry cleaning services or for breach of security deposit requirements.
2. The selected / contracted agency shall be required to collect the linen which are being used at various rooms in hostel, guest houses / administration block of SAI NS NIS, Patiala on every Alternate day and sometimes every day (if required by SAI NS NIS, PATIALA) from the hostel block on regular basis and transport it to the agency's premises for wash / dry / iron or dry clean as the case may be.
3. The selected/contracted agency shall be liable to prepare the list of items taken for laundry / dry cleaning and recorded in the register on routine basis, to be kept at the hostel reception. The selected vendor shall prepare and submit a monthly bill to SAI NS NIS, PATIALA which shall be based on consolidated list of items taken on daily basis. (Copy of the record register to be placed along with the bill)
4. The agency shall use high quality washing detergents, reagents, disinfectants, softeners, whitening agents for maintaining the softness and durability of linens being washed / dry cleaned. The agency shall use only mild scents for the clothes/fabrics. Woolen / quilt and silk items shall only be dry cleaned.
5. If any item is delivered damaged/deteriorated/turned/lost after being washed/dried/ treated/ ironed / dry cleaned by the agency then the material shall be rejected by the competent authority of Academy. In such cases, the agency shall be liable either to replace the same with fresh ones of same brand/quality or pay for the price of such items at the relevant market price. The decision of the Sr. Executive Director, SAI NS NIS, Patiala in this regard shall be final and binding on the agency.

6. The agency should have electro-mechanical washing and drying facility. Washing / drying by hand shall not be acceptable.
7. The agency shall be required to sign and duly authenticate all the pages in tender documents and other documents being submitted along with tender.
8. Unfavorable weather shall not be ground for any relaxation of the time frame of delivery.
9. For all purposes of the contract including arbitration there under, the address of the contractor mentioned in the Tender shall be final unless the contractor notifies a change of address by a separate letter sent by registered post which is duly acknowledged by an authority in arbitration. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
10. In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by this Authority in that event and the Security Deposit shall be forfeited.
11. Risk & Cost: In case of failure of the contract to perform the contract satisfactorily, the same will be cancelled and fresh contract will be floated at the risk and cost of the default agency in addition to forfeiture of Security Deposit.
12. For delayed supply of items taken for laundry / dry cleaning / ironing the agency shall be **liable to pay penalty at the rate of 2% of contract** subject to for delay to deliver the items taken for laundry / dry cleaning beyond 5 days the item will be treated as lost and the agency shall be liable to compensate SAI NS NIS, Patiala as per conditions mentioned in above.

PROFORMA FOR TECHNICAL BID

S.N.	Criteria	To be filled by the Tenderer
1	Name of Agency	
2	Nature of the concern: (i.e. Sole Proprietor or Partnership firm Company or a Government Department or a Public Sector Organization)	
3	Full address of Reg. Office: Telephone No. : Fax No : e-Mail Address :	
4	Full address of operating /Branch office: Telephone No. : Fax No : e-Mail Address: Name and contact number key person :	
5	Banker of Agency with full address	
6	Registration number of the Agency/firm (attach attested copy of the registration)	
7	PAN No. (attach attested copy)	
8	GST Number (attach attested copy)	
9	ITR Return of the Agency for the last Three Assessment years	
10	Certificate from Chartered Accountant showing Annual Turnover of Rs.5,00,000/- for the last Three Financial years.	
11	Number of Laundry machines/men available with the Agency. (Attach list of machines and years in service)	

12	Details of major contracts handled in previous three years. (Attach in Annexure - A)	
13	Certificate of satisfactory performance from the organization to whom the service was provided. (Attach attested copies)	
14	Bank Account Number Name of the Bank & Its address IFSC Code.	
15	Details of EMD: - i) Name of Bank ii) Bank draft No. & date iii) Amount	

Date:

Signature of the Authorized Person
Name:

Place:

Seal:

ANNEXURE-A

Details of major contracts with Central Government/State Governments/PSUs/ Reputed Private Firms handled by the tendering Agency for providing hiring of laundry services during the last three years in the following format (attested copies of the last three years work award may be enclosed):

S.No.	Details of Client along with address,telephone no., e-mail and Fax numbers	Amount ofContract (Rs. Lakh peryear)	Duration of Contract	
			From	To

(If the space provided is insufficient, a separate sheet may be attached)

SPORTS AUTHORITY OF INDIA
NETAJI SUBHAS NATIONAL INSTITUTE OF SPORTS: PATIALA
Financial bid for Mechanism Washing, Dry Cleaning and Ironing of Clothes

Sr.No.	Particulars	Rates of Washing and Ironing	Only Washing	Only Ironing	Dry Cleaning
1.	Pent/Trouser				
2	Shirt				
3	T-Shirt				
4	Short/Half Pent				
5	Banian (Vest)				
6	Socks				
7	Underwear				
8	Handkerchief				
9	Dusters				
10	Curtain: Window Door/Window				
11	Bed Sheet (Bed Cover Single)				
12	Bed Sheet (Bed Cover Double)				
13	Pillow Cover				
14	Towel (Large)				
15	Towel (Small)/Hand Towel				
16	Track Suit: Upper Portion Lower Portion				
17	Jeans				
18	Ladies Suit: Salwar Shirt/Kameez				
19	Saree				
20	Petticoat				
21	Blouse				
22	Woollen Coat				
23	Pent (Woollen)				
24	Jersey Full Size				
25	Lady Silk Suit				
26	Shawl				
27	Sweater				
28	Blanket				
29	Quilt				
30	Quilt Cover				
31	Matt				
32	Table Cloth				

NOTE:

1. The Financial Bid shall be filled according to the details given in the BoQ.
2. The rates in the Financial Bid must be quoted excluding GST.
3. Quantities mentioned in the BOQ may vary to any extent depending upon the occupancy of hostel rooms.
4. Payment to be made on actual basis after verification & countersign by the concerned section completion of every month.

Format for submission of Tender

To

The Sr. Executive Director
SAI NS NIS, OLD MOTI BAGH
PATIALA

Dear Sir,

Reg.: Mechanized Laundry / Ironing / Dry Cleaning Services for Linen, Blankets, Curtains, Quilt Covers, Pillow Covers, Towels, Door Mats etc. At SAI NS NIS, OLD MOTI BAGH, PATIALA (Punjab)

I / We refer to the tender notice issued by you for Laundry / Ironing / Dry Cleaning Services for Linen, Blankets, Curtains, Quilt Covers, Pillow Covers, Towels, DoorMats etc. At **SAI NS NIS, OLD MOTI BAGH, PATIALA (Punjab)**

1. I / We hereby offer to perform, provide, execute, complete and maintain the works in conformity with the complete tender document, drawings, designs, conditions of contracts, specifications, schedule of quantities relating to the works for the sum of Rs..... at the respective rates quoted in the schedule of quantities.
2. I / We have satisfied myself / ourselves as to the site conditions, examined the site and all aspects of the tender conditions, subject to above, I / We do hereby agree, should this tender be accepted in whole or in part, to:
 - a. Abide by and fulfill all the terms and provisions of the said conditions annexed hereto,
 - b. Complete the works as mentioned in the tender document as per the satisfaction of the bank.
3. I / We have deposited an **earnest money of Rs. 10,000/- (Rupees Ten Thousand only)** in the form of Demand Draft / Banker's Cheque drawn in favor of Sr. Executive Director, SAI NS NIS, Patiala respectively which, I / We note, will not bear any interest and is liable for forfeiture as per the clauses mentioned in the tender document.
4. I / We understand that you are not bound to accept the lowest/conditional or any tender you receive.

The names of **DIRECTORS** of our Firm are:

1. _____
2. _____
3. _____
4. _____

Yours faithfully,

Signature

Designation

Name of Partner / Director of the Firm, authorized to sign or name of person having power of attorney to sign the contract. (Certified true copy of power of attorney should be attached)

Signature and address of witnesses:

a. Signature

Name

Address

b. Signature.....

Name

Address

PRE CONTRACT INTEGRITY PACT

This pre-bid/pre-contract Agreement (hereinafter called “**this Integrity Pact**”) is made on _____ day of _____ 2023, between, Netaji Subhas National Institute of Sports, Patiala having its Head Office, East Gate Lodhi Road, New Delhi-110003 represented through Shri/Ms _____, (Designation) (hereinafter called “the Institute”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part.

AND

M/s _____ represented by Shri _____, Chief Executive Officer

(herein after called the “bidder” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

(The party of the First Part and the party of the Second Part are hereinafter collectively referred to as the “Parties” and individually as the “Party”)

WHEREAS the Institute proposes to procure _____ (name of the items/services) as mentioned in the RFP No. _____ (“RFP”) and the bidder is willing to offer/has offered _____ (name of the items/services) as desired by the Institute in terms of the RFP;

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 Institute is a statutory body established under the Act of Parliament;

WHEREAS 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:-

- (i) enabling the Institute to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and
- (ii) 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 Institute will commit to prevent corruption, in any form, by its officials by following transparent procedures.

AND WHEREAS the Parties hereto hereby agree to enter into this Integrity Pact on the terms and conditions mentioned hereinafter.

NOW IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Commitments of the Institute:

- 1.1 The Institute undertakes that no official, 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 Institute will, during the pre-contract stage, treat all Bidders alike and will provide to all bidders the same information and will not provide any such information to any particular bidder which could afford an advantage to that particular bidder in comparison to other bidders.
- 1.3 All the officials of the Institute 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.

In case any such preceding misconduct on the part of such official(s) is reported by the bidder to the Institute with full and verifiable facts and the same is prima facie found to be correct by the Institute, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Institute 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 Institute the proceeding under the contract would not be stalled.

1. Commitments of Bidders

- 1.1 Compliance of the Instructions of GOI/Guidelines of CVC/Others: The bidder undertakes that in case of its selection as the successful bidder, it shall perform its duties under the Contract in strict compliance of the relevant and extant instructions of Government of India, GFR issued by Ministry of Finance, Guidelines of CVC and provisions of the Procurement Manual/relevant instructions of the Institute, as applicable to the subject matter.
- 1.2 The bidder represents that it has the expertise to undertake the assignment/contract and also has the capability to deliver efficient and effective advice/services to the Institute under the contract in terms of the RFP.
- 1.3 The bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - (a) 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 Institute, 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.
 - (b) The bidder 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 Institute 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 disfavor to any person in relation to the contract or any other contract with the Government.

- (c)* The bidder shall disclose the name and address of its agents and representatives including its foreign principals or associates.
- (d)* The bidder shall disclose the payments to be made by it to agents/brokers or any other intermediary, in connection with this bid/contract.
- (e)* 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 Institute 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 or any such intercession, facilitation or recommendation.
- (f) 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 Institute 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.
- (g) 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.
- (h) The bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

The bidder shall not use improperly, for purposes of competition or personal gain or pass on to others, any information provided by the Institute 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.

- (i) The bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- (j) The bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- (k) 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 Institute or alternatively, if any relative of an officer of the Institute has financial interest/stake in the Bidders firm, the same shall be disclosed by the Bidder at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- (l) 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 Institute.
- (m) The bidders shall disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- (n) The bidder has not entered into any undisclosed agreement or understanding with other bidders with respect of prices, specifications, certifications, subsidiary contracts, etc.

1.4 The bidder undertakes and affirms that it shall take all measures necessary to prevent any possible conflict of interest and in particular commit itself to the following:

- (a) The bidder shall avoid any conflict of interest while discharging contractual obligations and bring, beforehand, any possible instance of conflict of interest to the knowledge of the Institute, while rendering any advice or service.
- (b) The bidder shall act/perform, at all times, in the interest of the Institute and render any advice/service with highest standard of professional integrity.
- (c) The bidder undertakes that in case of its selection as the successful bidder, it shall provide professional, objective, and impartial advice and at all times and shall hold the Institute's interests paramount, without any consideration for future work, and that in providing advice it shall avoid conflicts with other assignments and its own interests.
- (d) The bidder declares/affirms that it has not been hired by the Institute for any assignment that would be in conflict with its prior or current obligations to other employers/buyers, or that may place it in a position of being unable to carry out the assignment/contract in the best interest of the Institute. Without limitation on the generality of the foregoing, the bidder further declares/affirms as set forth below:

(i) **Conflict between consulting activities and procurement of goods, works or non-consulting services (i.e. services other than consulting services)** - The bidder has not been engaged by the Institute to provide goods, works, or non- consulting services for a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with the bidder. The bidder is fully aware that it shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Further, the bidder is also aware of the fact that in case it has been hired to provide consulting services for the preparation or implementation of a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with the firm, shall be disqualified from subsequently providing goods, works, or services (other than consulting services) resulting from or directly related to the consulting services for such preparation or implementation.

This provision does not apply to the various firms (consultants, contractors, or suppliers) which together are performing the Bidder's obligations under a turnkey or design and build contract.

(ii) **Conflict among consulting assignments** – The bidder understands that neither bidder (including their personnel and sub-consultants), nor any affiliate that directly or indirectly controls, is controlled by, or is under common control with the firm, shall be hired for the assignment that, by its nature, may be in conflict with another assignment of the bidder. As an example, bidders assisting the Institute in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, bidders hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.

(iii) **Relationship with the ;'s staff** – The bidder is aware that the contract may not be awarded to the bidder in case it is observed that it, including its experts and other personnel, and sub-consultants, has/have a close business or family relationship with a professional staff of the Institute(or of the project implementing agency) who are directly or indirectly

involved in any part of: (i) the preparation of the TOR for the assignment, (ii) the selection process for the contract; or (iii) the supervision of such contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Institute throughout the selection process and the execution of the contract.

- (iv) **A Bidder shall submit only one proposal either individually or as a joint venture partner in another proposal:** If the bidder, including a joint venture partner, submits or participates in more than one proposal, all such proposals shall be disqualified. This does not, however, preclude a consulting firm to participate as a sub-consultant, or an individual to participate as a team member, in more than one proposal when circumstances justify and if permitted by the RFP.

2. Previous Transgression

2.1 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.

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