



HEAD OFFICE  
BMC HOUSE, NH-34,  
CHUANPUR,  
P.O: CHALTIA, BERHAMPUR,  
DIST: MURSHIDABAD 742101

Tender Notice. No. BGVB/HO/P&D/3628/2024-25

Date: 01.08.2024

**NOTICE INVITING QUOTATION FOR SUPPLY & INSTALLATION OF "BB" CLASS TRTL GOLD SAFE**

Sealed quotations are invited by the General Manager (P&D), Bangiya Gramin Vikash Bank, Head Office for supply & installation of "BB" class TRTL Gold Safes for 5 branches under Malda (1), Murshidabad (2), Dakshin Dinajpur (1) and Purba Midnapore (1) Regions. Intended bidders may apply in prescribed quotation forms available with the General Manager, P&D Department, Bangiya Gramin Vikash Bank, Head Office, 3<sup>rd</sup> Floor, BMC House, NH-34, Chuanpur, PO- Chaltia, Berhampur, Dist- Murshidabad, West Bengal 742101. The quotation forms for above mentioned contract can also be downloaded from the Bank's website: <https://bgvb.in> under the link "<https://bgvb.in/tenders.aspx>". The Tender to be submitted in Two Sealed Envelopes as under:

**Envelope-I (Technical Bid):** To contain Complete Tender document with all the relevant information for Gold Safe EXCEPT PRICE-BID - duly signed on each page along-with EMD in the form of DD payable at Bangiya Gramin Vikash Bank, Berhampore, Murshidabad. The envelope should be super scribed with "Technical Bid for Gold Safe". Tenders without Demand Draft shall be summarily rejected.

**Envelope-II (Price Bid):** Should contain Price Bid for Gold Safe. Price Bid should be submitted as per given format only (Annexure-III) and should be duly signed by the authorized signatory. Separately sealed Price bids envelope should be super scribed with "Price Bid for Gold Safe". Overwriting/corrections are not acceptable in Price bid, however if it is unavoidable, Corrections should be clearly marked and should be verified by cross signing by the Authorized signatory. Envelope-II will be opened as per the scheduled date and time.

The above two envelopes to be put in one large **Envelope-III (Main envelope)**, sealed and submitted. Main envelope should be super scribed with name, contact number, email and other contact details of the vendor/firm and should be super scribed with "Quotation for Supplying & Installation of Gold Safe".

The quotation needs to be addressed to the General Manager, P&D Department, Bangiya Gramin Vikash Bank, Head Office, 3<sup>rd</sup> Floor, BMC House, NH-34, Chuanpur, PO- Chaltia, Berhampur, Dist- Murshidabad, West Bengal 742101 **so as to reach him not later than 05.00 p.m. August 21, 2024.** Quotation received after 05:00 P.M. on August 21, 2024 will not be accepted. Quotations will be opened on August 22, 2024 at 11:00 A.M. in the Head Office, Bangiya Gramin Vikash Bank, BMC House, NH-34, Chuanpur, PO- Chaltia, Berhampur, Dist- Murshidabad, West Bengal 742101. The bidders are advised to be present in person or send an authorized representative duly authorized by issuance of an 'Authority Letter' for the purpose.\*For more details, kindly refer the general instructions and terms & conditions for the contract (tentative) attached herewith. The financial bids of all the technically qualified firms/agencies/vendors will be opened for financial evaluation.

For any queries regarding the quotation, the bidders may contact P&D Department, Bangiya Gramin Vikash Bank, Head Office, 3<sup>rd</sup> Floor, BMC House, NH-34, Chuanpur, PO- Chaltia, Berhampur, Dist- Murshidabad, West Bengal 742101 Contact no: **73270 79850** Or mail to [cmpd@bgvb.co.in](mailto:cmpd@bgvb.co.in).

The Bank reserves the right to reject any or all the quotations.

General Manager  
Bangiya Gramin Vikash Bank  
Head Office

Date: 01.08.2024  
Place: Berhampore



**BANGIYA GRAMIN VIKASH BANK  
P&D DEPARTMENT  
HEAD OFFICE**

**QUOTATION FOR SUPPLY & INSTALLATION OF “BB” CLASS TRTL GOLD SAFE**

**Details to be filled in by bidder**

1. Name of the Bidder:
2. Address:
3. Telephone No.
4. Mobile No.
5. E-mail address:
6. Fax No.
7. PAN No.
8. TAN No.
9. Registration No. :
10. GST No.
11. Constitution of the Bidder (whether a company/ partnership firm/ proprietary concern, copy of document to be submitted):
12. Work Experience of the Bidder (documents supporting to similar kind of work for at least five years to be submitted):
13. Name/s of the proprietor/ partners/ Director (Copy of document to be submitted):
14. Address of local Registered Branch/Office (under Bank's service area) with documentary proof, full details of technicians and/or Toll Free/Contact Number for service/maintenance call logging: (Separate Sheet may also be attached)

15. Details of Earnest Money deposited:

Amount	DD / Banker's Cheque	Drawn on	Date

16. The bidder's Annual Turnover for last three Financial Years

Financial Years	Turnover (Rs. In Lakh)	Income Tax paid (Rs. In Lakh)*
2023-24		
2022-23		
2021-22		

\*Income Tax returns & Audited P&L and Balance Sheet for the last three years to be attached

\*If Audited P&L and Balance Sheet for the FY 2023-24 not available, then it should be certified by Chartered Account / Company Secretary.

17. Details of the institution/s for which similar work have been done or are being carried out:  
(Empanelment Letter & Satisfactory performance certificate to be submitted):

Sl. No	Name of the Institution	Address	Telephone Number, e-mail, Fax No.

18. The bidder should have never been blacklisted by any other public sector bank: Yes / No  
(Signed Undertaking in this respect to be submitted in company's letterhead)

19. Bankers Details:

Name of the Bank	Branch Address	Nature / Type of the Account	IFSC	Account Number

I / we hereby declare that I / we have read and understood the general instructions and special conditions for the bidder and also the contents of the standard agreement and accept the same. I/We declare that the particulars/information given by us is true.

<b>Signature</b>	
<b>(Authorised Person with Seal)</b>	
<b>Name</b>	
<b>Address</b>	
<b>Date</b>	
<b>Place</b>	

**Undertaking**  
**(To be submitted in Company's Letterhead)**

Place:

Date:

The General Manager (P&D)  
Bangiya Gramin Vikash Bank  
Head Office

Dear Sir,

**Quotation for Supply & Installation of "BB" Class TRTL Gold Safe**

1. We have carefully examined the scope of work and services specified in the memorandum hereinafter set out, having acquired the requisite information relating thereto as affecting the Quotation. We hereby undertake to adhere to specifications and instructions in writing referred to in General Instructions to the Bidder and Special conditions (if any) and with such other materials as are provided for, and in all other respects, in accordance with such conditions so far as they may be applicable.

**MEMORANDUM**

a.	Description	Quotation for Supply & Installation of "BB" Class TRTL Gold Safe at 5 branches under Malda, Murshidabad, Dakshin Dinajpur and Purba Midnapore Regions of BGVB.
b.	Earnest Money Deposit (EMD)	Rs. 10,000/- (Rupees Ten Thousand only). EMD will not bear any interest.

2. We also agree that our Quotation will remain valid for acceptance by the bank for 90 days from the date of opening of the Quotations and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing.
3. Should this Quotation be accepted, I/we hereby agree to abide by and fulfil all the terms and conditions of the Quotation and in default thereof, to forfeit and pay to you or your successor, or assignees or nominees such sums of money as are stipulated in the conditions contained in the Quotation together with the written acceptance of the Quotation.
4. I/we understand that you reserve the right to accept or reject any or all the Quotation either in full or in part without assigning any reason thereof.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

For and on behalf of M/s \_\_\_\_\_

(Signature with seal)

Name \_\_\_\_\_ Designation \_\_\_\_\_  
(Certified true copy of the Power of Attorney of the above signatory should be enclosed)

**DECLARATION**

**(To be submitted by the bidders in Company's Letterhead)**

We, \_\_\_\_\_ (Name of Manufacturer / Authorized dealer)  
hereby submit and declare that the rates quoted by us for the items in the tender are in general similar  
or below to the rates at which we are supplying to the other Central or State Govt. departments/ Public  
Sector Units / Public Sector Banks / Central Public Sector Enterprises in the State during the year.

(Signature with seal)

Date:

Place:

## **TECHNICAL SPECIFICATIONS FOR GOLD SAFE**

1. Only BIS-certified (labelled) TRTL Safes of Class “BB”, as per BIS specifications given in **IS 550 (Part 1):2022** will be procured by the Bank. The Safes should bear a metallic BIS Label, which, inter alia, should contain the following information:

- a. Manufacturers Name
- b. Class & Rating of Safe i.e., Class 'BB'; TRTL 15x6
- c. Year of manufacturing of Safe & Serial Number of the Safe.
- d. The ISI mark of BIS (along with the Standards No., i.e., IS 550 (Part 1): 2022.
- e. The CML Number allotted by the BIS to the Manufacturer.

2. The Safes Class (“BB”) should conform to the following minimum specifications.

**a. Size of Safe:** The internal vertical height should not be less than 840 mm and the internal volume (i.e. height x width x depth) should not be less than 135 liters for 41” Safe.

**b. Weight:** The weight of 41” Safe should be maximum 1150 Kg.

**c. Shooting Bolts:** For better security against brutal attack on the Safe, irrespective of its class, the Safe should have at least four shooting bolts on the hinge side, four bolts on the side opposite to hinge side and two bolts each on top and bottom sides. Only on the hinge side of the door, instead of four shooting bolts a single continuous bolt of sliding or fixed nature making engagement into the body for at least two-third of the internal height is also acceptable.

**d. Key Locks:** For Class “BB”, the Safe door should have at least two key locks and both the key locks should be of dual-control type. The main lock shall have minimum of 8 levers of brass with minimum 1.2 mm thickness. There should not be any dummy (false) levers. No two locks shall have the same combination. The OEM must be the Original Equipment Manufacturers of the Locks used in the aforementioned Safe.

**e. Keys:** Each lock shall be provided with duplicates of main and auxiliary keys. The keys shall be mutually non-interchangeable i.e., no lock shall open by other than its own specific keys.

**f. Automatic Relocking Device:** An automatic relocking device one for each key lock shall be fitted in the door which being always on guard shall come into operation if a lock is dislodged by explosives or any other means.

**g. Time Lock Device:** All the Gold Safe must be fitted with standard time lock device.

**h. TRTL:** Safes must be Burglary resistant for a period of 6 (six) hours with normal tools and Oxyacetylene Gas Cutting resistance capacity on all six sides shall be minimum 15 minutes on each side for Class “BB” having hammer proof handles and hinges.

**i. Drawers:** The Gold safe shall be provided with 5 set / 10 lockable drawers inside for 41 inch safes.

**j. Paint:** All the surfaces of the safes before painting shall be thoroughly degreased and cleaned of rust and scales preferably by 12 tanks pickling process and treated chemically to prevent from rusting. The Safe shall be painted inside and outside with an anti-corrosive primer followed by two undercoats of paints and finally painted with quick drying paint, resulting into minimum 300 hrs of salt spray resistance.

**k. Door Thickness:** The thickness of door over the Bolt work should be minimum 25 mm and thickness of door slab (thickness over rebate) should be minimum 14 mm.

**l. Defects Liability Period:** 24 months from the date of installation. The vendor shall be replacing the damage material during the period caused due to Manufacturing Defects.

m. The outer and inner body of the safes should be made of Mild Steel with Ultimate Tensile Strength (UTS) of at least 270 Mega Pascal (MPa). The total steel thickness across the walls of the safes shall be minimum 7 mm out of which the outer body plate shall be minimum 5 mm thick.

n. The safe should have a two-stepped lock case construction and in the closed position the gap at any place between the door edge and the frame shall not be more than 1mm and in locked position it shall not have a play of more than 1mm in the direction in which the door opens.

3. Present procurement of 5 Nos of Gold Safes is being placed for branches located under Malda, Murshidabad, Dakshin Dinajpur and Purba Midnapore districts of West Bengal.

4. The vendor should be original equipment manufacturer or authorized dealer/distributor of the company (OEM). Ink signed copy of authorization letter from the OEM must be submitted in original (applicable for authorized dealer/distributor only). The certificate so furnished should clearly mention the period for which such authorization is valid and firm name address and contact details from where after sale service shall be provided to the bank. The OEM must be the Original Equipment Manufacturers of the Locks used in the aforementioned Safe.

5. OEM/Vendors/Dealers should acquaint with the site conditions of Branches under Malda, Murshidabad, Dakshin Dinajpur and Purba Midnapore Regions of BGVB. FLOOR (May be Ground, 1st floor or 2nd floor) in which item to be installed/embedded along with necessary various aspects involved in the work may be inspected before submission of quotation.

6. The successful vendors have to supply and embed/install the safe at Branches only. The tenderer shall visit the site and shall satisfy himself as to conditions under which the work is to be performed. He shall also check, ascertain the locations of any existing structures or equipment or any other situation which may affect the work, no extra claim as a consequence of ignorance or on ground of insufficient description will be allowed at a later date.

7. The Product along with its all accessories should be installed in position at required location of Bank premises without causing any damage to furniture, civil works and electrical installations of branch premises. If any damage is caused by agency while installation, it should be repaired by agency at their own cost failing which cost of damages will be recovered from the bills payable to agency.

8. The vendors should quote for Gold safe of Class-BB with hanging hook type/Tray type/drawer type. Depending up on requirement of the Branch, orders will be placed. Rates quoted should be invariably same for all types of Gold Safes, for all the 5 branches and **no variation in price is allowed for different types and location of branch.**

9. The rates quoted by the vendor shall include all eventualities, such as heavy rain, sudden floods, accidents, fire, riots etc., which may cause damage to the item at any stage till supply & successful installation. Till supply and installation BGVB will not be responsible for any damage.



## **General Instructions to bidders and Special Conditions**

1. No deviation of the terms and conditions is acceptable. Submission of bid by any bidder confirms his acceptance of terms and conditions for the Proposal. No deviation to the technical terms and conditions is allowed. The selection of supplier resulting from this Proposal shall be governed by the terms and conditions mentioned therein.
2. The vendor should have registered office in Kolkata/ area of operation of Bangiya Gramin Vikash Bank.
3. The bid will be evaluated & scrutinized on the basis of the documents submitted by the bidder(s). In case any of the information furnished by the bidder is found to be false during scrutiny, the bid will be rejected.
4. During evaluation of the Proposal, the Bank may, at its discretion, ask bidders for clarifications on their proposal. The bidders are required to respond within the time frame prescribed by the Bank.
5. Bank at its discretion may call for physical demonstration of the product for which bid was placed to check whether the bids were placed as per the specifications, bank may disqualify/reject the vendor if product specifications do not match with required specification in tender.
6. The conditional bid/tender shall not be considered under any circumstances and shall be rejected without any notice.
7. The quoted rate should be inclusive of materials, labour, wages, lead, lift, fixtures, transportation, Loading and Unloading by crane or any other suitable mode, installation, commissioning chare, accessories, arranging certificate, all taxes (excluding GST), wastages, Octroi, machinery, temporary works such as scaffolding, cleaning, overheads, profit, statutory expenses, incidental charges and all related expenses to complete the work., However, GST will be paid as per Govt. Norms.
8. Buy back price of Safe will be inclusive of cost of dismantling & removal of the same from bank's premises. While delivering the new safe the old safe will be removed & taken back from the banks premises, wherever applicable.
9. Bangiya Gramin Vikash Bank, does not bind himself to accept the lowest or any bid/tender and reserves the right to accept or reject any or all the bid/tenders whether in whole or in part without assigning any reason for doing so. The owner reserves his rights to negotiate with the lowest or any other tender/s.
10. Tax and surcharge will be deducted as per Govt. of India rules.
11. Within ten days of the receipt of intimation from the Owner of acceptance of his/ their bid/tender, the successful bidder/tenderer shall be bound to implement the contract by signing the agreement in accordance with the draft agreement and the conditions of contract with the owner.
12. The vendor must also provide integrity pact in attached format duly sealed and signed in Non-Judicial Stamp Paper with acceptance of order copy.
13. The rate shall be binding to the Contractor, for all the quoted/tender items till the completion of entire work order irrespective of variation in market rates of material and labour (if any).

14. Quotation will remain valid for 90 days from the date of opening of the Quotations and this period of validity can be extended for such period as may be mutually agreed between the Bank and selected vendor in writing. Additional procurement (if any) apart from the present procurement of 5 Nos of Gold Safes may be placed by the Bank within those stipulated period without further tender.
15. Any claim, dispute or difference arising out of or in connection with this agreement and which cannot be settled by mutual consultations, shall be referred to sole Arbitration or an Arbitrator to be appointed by Bank. The award of the Arbitrator shall be final and binding between the parties as per the terms and conditions of the Agreement to be executed on award of contract. The Arbitrator proceeding shall be governed by the Arbitration and Conciliation Act 1996 and shall be conducted in Kolkata. The agreement is subject to the jurisdiction of the courts at Kolkata.
16. Successful Bidder may be asked to furnish an unconditional and irrevocable security deposit in the tune of 5% of the quoted amount without interest, valid for 24 months from the last installation of Safe, within 21 days from the date of acceptance of purchase order, validity starting from its date of issuance.
17. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period and in such case the amount of security deposit will be forfeited.
18. At any time prior to the deadline for submission of Proposal, the Bank may for any reason, modify the Tender including the last date of submission. As such bidders are requested to see Bank's web site (<https://bgvb.in>) once again before the last date of submission of bid to ensure that they have not missed any corrigendum uploaded against the said Tender. The responsibility of downloading the related corrigendum, if any, will be of the bidder only. No separate intimation in respect of corrigendum to this Tender (if any) will be sent to the intended bidders(s) who have downloaded the documents from the website. In case any bidder has already submitted proposal before issue of corrigendum, the bidder may submit additional documents/information pertaining to that corrigendum, but only before the last date of submission of bid.

I / we hereby declare that I / we have read and understood the general instructions for bidder and also the contents of the standard agreement and accept the same.

<b>Signature</b>	
<b>(Authorised Person with Seal)</b>	
<b>Name</b>	
<b>Address</b>	
<b>Date</b>	
<b>Place</b>	

**MANDATORY DOCUMENTS TO BE SUBMITTED BY THE INTENDED BIDDERS:**

- (a) The vendor should be original equipment manufacturer or authorized dealer/distributor of the company (OEM). Ink signed copy of authorization letter from the OEM must be submitted in original (applicable for authorized dealer/distributor only). The certificate so furnished should clearly mention the period for which such authorization is valid and firm name address and contact details from where after sale service shall be provided to the bank. The OEM must be the Original Equipment Manufacturers of the Locks used in the aforementioned Safe.
- (b) The OEM must possess Valid BIS License to manufacture and supply the aforementioned TRTL safes (Class "BB"). Copy of the same to be submitted.
- (c) The OEM/Vendor/Authorised Dealer should invariably submit factory test certificates.
- (d) All The Tenderers are advised to quote for above Class Supported by the Brochures.
- (e) Income Tax returns & Audited P&L and Balance Sheet for the last three financial years.
- (f) Previous contract copies of supplying same type of items to any nationalized / private / regional rural banks.
- (g) GST Certificate Copy
- (h) PAN Card Copy.
- (i) Declaration regarding never been blacklisted by any other public sector bank.
- (j) Documents supporting to constituents of the bidders, work experience, details regarding proprietor/ partners/ Director, Address of local Registered Branch/Office at Kolkata / Bank's Service Area, ITR of Last three years.
- (k) Signed copy of tender document on all the pages along with all Annexures.
- (l) Signed "Integrity Pact".

**FINANCIAL BID****A. Quotation for Supply & Installation of 41” Class-BB TRTL Gold Safe (Excluding GST).**

<b>SL. No.</b>	<b>Particulars</b>	<b>Rate/ Safe</b>	<b>GST</b>	<b>Total Rate (In Figure)</b>	<b>Amount in Words</b>
1	41” Class-BB TRTL Gold Safe				

**DECLARATION**

I/We hereby declare that I am authorized to submit the Tender to Bangiya Gramin Vikash Bank, Head Office, Berhampore. The details given in this form are correct to the best of my knowledge and belief.

**Signature with Seal****Name:** \_\_\_\_\_**Designation:** \_\_\_\_\_

Date: .....

Place: .....

## **Annexure-IV**

### **Bangiya Gramin Vikash Bank**

#### **INTEGRITY PACT**

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Bangiya Gramin Vikash Bank, constituted under the Regional Rural Banks Act, 1976 and having its Head Office at Berhampore, Murshidabad, PIN – 742101, West Bengal hereinafter referred to as “The Buyer”, which expression shall mean and include unless the context otherwise requires, its successors in office and assigns of the First Part.

And

M/s. \_\_\_\_\_ having its registered office at \_\_\_\_\_

\_\_\_\_\_ hereinafter referred to as “The Bidder/Contractor/Seller”, which expression shall mean and include unless the context otherwise requires, successors and permitted assigns of the Second part.

#### **Preamble:**

Whereas the buyer intends to procure (Name of the Stores/Equipment / item / Services), under laid down organizational procedures and the BIDDER/Seller is desirous of offering / has offered the stores/Equipment / item / Services and

WHEREAS the BIDDER is a private company /public company / Government undertaking / partnership / LLP / registered export agency and is the original manufacturer / Integrator / authorized / Government sponsored export entity of the stores / equipment / item or Service Provider in respect of services constituted in accordance with the relevant law in the matter and the buyer is a Regional Rural Bank and a Government Undertaking as such.

WHEREAS the BUYER has floated a tender (Tender No.: ) hereinafter referred to as “Tender / TENDER/RFQ” and intends to award, under laid down organizational procedures, contract/s purchase order / work order for (name of contract/order) or items covered under the tender hereinafter referred to as the “Contract”.

AND WHEREAS the BUYER values full compliance with all relevant laws of the land, rules, bye-laws, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Pact or “Pact”, the terms and conditions of which shall also be read as Integral part and parcel of the Tender documents and Contract between the parties.

NOW, THEREFORE in, consideration of mutual covenants contained in this Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings, the parties hereby agree as follows and this Pact witnessed as under:

The contract is to be entered into with a view to:-

Enabling the BUYER to procure the desired said stores/ equipment/ item/ 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 BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any and all forms, by its officials by following transparent procedures.

In order to achieve these goals, the Buyer will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

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

### **Section 1- Commitments of the Buyer**

(1) The Buyer commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Buyer, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Buyer will, during the tender process treat all Bidder(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Buyer will exclude from the process all known prejudiced person.

(2) If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Buyer will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

### **Section 2- Commitments of the Bidder(s) / Contractor(s)**

(1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption during any stage of bid process/contract. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or the other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposal and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign Buyers, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2). The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3-Disqualification from tender process and exclusion from future contracts.**

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the existing provisions of GFR, 2017, PC Act, 1988 and other Financial Rules/Guidelines etc.

### **Section 4- Compensation for Damages**

(1). If the Buyer has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Buyer is entitled to demand and recover the damages equivalent to earnest Money Deposit/Bid Security.

(2). If the Buyer has terminated the contract according to Section 3, or the Buyer is entitled to terminate the contract according to Section 3, the Buyer shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5- Previous transgression**

(1) The Bidder declares that no previous transgression occurred in the last three years immediate before signing of this integrity pact with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprises or central/state government department in India that could justify his exclusion from the tender process.

(2). If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealing".

### **Section 6- Equal treatment of all Bidders/Contractors/Subcontractors**

(1) In case of sub-contracting, the Buyer contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP.

(2) The Buyer will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Buyer will disqualify from the tender process all the Bidders who do not sign this Pact or violate its provisions.

### **Section 7- Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)**

If the Buyer obtains knowledge of conduct of a Bidder, Contractor or Sub contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform the same to the Chief Vigilance Officer.

### **Section 8- Independent External Monitor**

(1) The Buyer appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under the agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would be provided access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/ records/ information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Chairman, Bangiya Gramin Vikash Bank.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Buyer including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractor.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on "Non-Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, Bangiya Gramin Vikash Bank and recues himself/herself from that case.

(5) The Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Buyer and Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Buyer and request the Management 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) The Monitor will submit a written report to the Chairman, Bangiya Gramin Vikash Bank within 8 to 10 weeks from the date of reference or intimation to him by the Buyer and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the Chairman, Bangiya Gramin Vikash Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word '**Monitor**' would include both singular and plural.

## Section 09- Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Chairman, BGVB.

## Section 10- Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is The “Place of award of work”.

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

(3) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(4) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(5) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(6) Issues like warranty/Guarantee etc. shall be outside the purview of IEMs.

(7) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

The parties hereby sign this Integrity pact at .....on .....

BUYER	BIDDER
<b>Signature (with seal)</b>	<b>Signature (with seal)</b>
Name of the Officer:	Name of the Officer:
Designation:	Designation:
Bangiya Gramin Vikash Bank:	Bidder's Company Name:
Witness	Witness
1.	1.
2.	2.

## **DISCLAIMER**

1. Bangiya Gramin Vikash Bank, P&D Department, Head Office, has prepared this document to give background information on the project to the interested parties. While Bangiya Gramin Vikash Bank has taken due care in the preparation of the information contained herein and believe it to be accurate, neither Bangiya Gramin Vikash Bank, nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.
2. The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely only on the information provided by BGVB in submitting the quotation. The information is provided on the basis that it is non– binding on Bangiya Gramin Vikash Bank or any of its respective officers, employees, agents or advisors.
3. Bangiya Gramin Vikash Bank reserves the right not to proceed with the project or to change the configuration of the Project, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest.