



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

Tender Notice. No. BGVV/HO/P&D/7854/2024-25

Date: 24.12.2024

**NOTICE INVITING QUOTATION FOR ANNUAL MAINTENANCE CONTRACT FOR EXISTING CCTV (various makes)**

Sealed quotations are invited by the General Manager (P&D), Bangiya Gramin Vikash Bank, Head Office for Annual Maintenance Contract (AMC) for EXISTING CCTV (of various make) in 11 districts of West Bengal under Bank's service area for the period from January, 2025 / date of agreement to December 31, 2025 or one year from date of agreement whichever is later on "As is Where is Basis" and "No complaint Basis". Contractors 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 Three Sealed Envelops as under:

**Envelop-I (Technical Bid)** : To contain Complete Tender document with all the relevant information for Annual Maintenance of CCTV (As is Where is Basis and No complaint Basis) **EXCEPT PRICE: BID** - duly signed on each page along-with EMD in the form of DD payable at Bangiya Gramin Vikash Bank, Berhampur, Murshidabad. The envelope should be super scribed with "Technical Bid for AMC for Existing CCTV". Tenders without Demand Draft shall be summarily rejected.

**Envelop-II (Price Bid)**: Should contain Price Bid for AMC for Existing CCTV. 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 Existing CCTV AMC". 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 only if Technical Bid criteria fulfilled by the respective Bidders.

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 Annual Maintenance Contract for Existing CCTV for the period from January-2025 to December-2025".

The quotation for carrying out the work should be addressed to the General Manager, P&D Department, Bangiya Gramin Vikash Bank, Head Office, 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. January 7, 2025. Quotation received after 05:00 P.M. on January 7, 2025 will not be accepted.** Quotations will be opened on January 8, 2025 at 11:00 A.M. in Bangiya Gramin Vikash Bank, Head Office, 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.

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: **94344 23325** 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

Date: 24.12.2024  
Place: Berhampur

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

**QUOTATION FOR ANNUAL MAINTENANCE CONTRACT FOR EXISTING CCTV (of various makes)**

**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 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

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. Rate Chart for Spare Parts attached (Yes/No):

19. The bidder should have never been blacklisted by any other public sector bank: Yes / No  
(Undertaking in this respect to be submitted)

20. 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,

**Annual maintenance contract for EXISTING CCTV (of various make)**

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 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	Annual maintenance contract for EXISTING CCTV (of various make) on "As Is Where Is Basis" and "No Complaint Basis".
b.	Earnest Money Deposit (EMD)	Rs. 7,000/- (Rupees Seven 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 \_\_\_\_\_ 20\_\_\_\_.

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)

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

1. An Earnest Money Deposit (EMD): **EMD of Rs 7,000/- (Rupees Seven Thousand Only) has to be enclosed along with the tender.** The EMD shall be only in the form of Demand Draft drawn in favour of "Bangiya Gramin Vikash Bank", payable at Berhampore, along with the tender, failing which the bid will summarily be rejected. No Cheque / Cash shall be accepted as EMD.
2. **The selected vendor shall place a security deposit in the tune of 8% of the annualized quoted amount in the form of Fixed Deposit with the Bank which to be retained by the Bank for one year/agreement end date which is later.** Earnest Money Deposited by the Successful bidder will be converted to Security Deposit and residual amount (if any) has to be deposited by the selected vendor. EMD of unsuccessful bidder will be refunded within 30 days after the bid opening day without any interest thereof.
3. **At present CCTV in 229 branches (Approx, may vary 5%-7%) across all Regions is under purview of AMC. The list of Branches will be provided in due course.**
4. During the agreement period, number of branches may be increased as per need and accordingly rate may be altered upon mutual consent of both Bank and Vendor.
5. The bidder must be registered under appropriate authorities i.e. must be registered with GST authorities/Income Tax/EPF/ESI authorities/ PSARA/ PAN, etc., as applicable.
6. Joint Ventures (JV) are normally not permitted for non-consulting services.
7. All copies of the Quotations should be completed in all respects with all attachments/ enclosures/ Annexure. If any of the documents is missing or unsigned, the Quotation may be considered invalid by the Bank at its discretion.
8. The Quotation form must be filled in and all entries must be made by hand and written with ball pen.
9. All erasures and alterations made while filling the tender must be attested with initials of the tenderer. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender invalid.
10. **Should have registered offices/branches/service centre in Kolkata or Districts covered by BGVB.**
11. All tenders/bids shall be the property of Bangiya Gramin Vikash Bank, and contractors will lay no claim whatsoever on the same.
12. **The Tenderer must have experience of minimum 03 years in Central /State Government / PSUs / Nationalized Bank / Regional Rural Banks.** Please enclose the photocopy of similar kind of order received (value of each order should be 2 lakh and above) from any three Central /State Government offices / PSUs / Nationalized Bank / Regional Rural Banks during 2021-22, 2022-23 and 2023-24.
13. Average annual turnover of the intended bidder should not be less than 15 Lakh, out of which minimum 5 Lakh turnover should generate from the related service. In support of the same, audited Profit & Loss Account and Balance Sheet of last 3 financial years along with certificate from Auditor regarding turnover of related service, if not otherwise specifically mentioned in audited statements.
14. The Quotation, to be submitted shall contain:
  - The details of the Bidder in the prescribed format;
  - The undertaking and acceptance of the terms and conditions with sign in all pages;
  - In case of company/ firm, Power of Attorney/authorisation with the seal of the company/firm in the name of the person signing the Quotation documents;
  - Any other information the Bidder wishes to furnish.
  - The quotes have to be in Indian Rupees only as per format (mentioned in ANNEXURE – III), both in figures and words. Bidders should indicate the **Rate per machine for annual maintenance contract for all EXISTING CCTV** that they offer to the Bank for consideration. The rate quoted shall be **exclusive and net** of all taxes, duties, levies, imposed by Central/State Government/ Local Bodies.
15. **Quotations will be opened on January 8, 2025 at 1100 hours IST** in the Bangiya Gramin Vikash Bank, Head Office, BMC House, NH-34, Chuanpur, PO- Chaltia, Berhampur, Dist- Murshidabad, West Bengal 742101.
16. **All the pages of the tender documents should be signed by the tenderer.**
17. The bidders or their authorised (duly authorised by a letter issued by the bidder) representatives are advised and allowed to be present at the time and place of opening of the bids.



18. Bank reserves right to accept / reject any or all of the offers either in whole or in part without assigning any reason whatsoever and does not bind himself to accept the lowest tender. Bank also reserves the rights to split the order amongst two or more vendors if required in the ratio of 70:30 or 50:30:20 respectively, to ensure timely supply/servicing and to avoid dependence on only one supplier. Bank reserve the right to negotiate with the lowest or any other tender/s.
19. On receipt of intimation from the Bank of the acceptance of his Quotation, the successful Bidder shall sign an agreement/contract within a week. However, the written acceptance of the Quotation by the Bangiya Gramin Vikash Bank will constitute a binding contract between the Bangiya Gramin Vikash Bank and the person so bidding, whether such formal agreement is subsequently executed or not.
20. In case L1 backs out, Bank reserves the right to entrust to L2, and similarly L3/L4. In that case, EMD of the concerned bidder will be forfeited.
21. Bidders having previous instances of back out or history with unsatisfactory service or supply in any kind /product / services with Bank, may not be considered for evaluation at all.
22. The work period shall be from 1<sup>st</sup> January, 2025 /date of agreement to December 31, 2025 or one year from the date of agreement, whichever is later. The period can be extended by the Bank at its option with the consent of the bidder, for further period of two years in two stages of one year each at a time subject to satisfactory performance.
23. Quotations will be evaluated on the basis of lowest quoted rate per machine (L-1). Different rates for different machines cannot be quoted under any circumstances. Such quotations will be summarily rejected. L-1 will be decided solely on the basis of lowest quoted rate per machine for AMC contract for all EXISTING CCTV.
24. The successful Bidder as concluded by BGVB shall sign a Service Level Agreement (SLA). BGVB may, at its sole discretion, incorporate any portion of any successful Response of a successful Bidder in to the final SLA agreement.
25. All the intended bidders have to submit the cost of all necessary spare parts to be supplied at the time of servicing/maintenance (if required) in Company's letterhead signed by the authorised person. The rate will be applicable till the end of AMC end date. In no case the additional rate to be entertained and non-compliance of the same may attract penalty.
26. New spare parts for EXISTING CCTV for Branches where the existing parts have gone beyond economic repair, if any, needs to be supplied and installed as instructed by Regional Manager.
27. Spare parts supplied (if any) must carry a warranty of 2 years from the date of supply. A certificate regarding same needs to be submitted at the time of bill claim. Without warranty certificate bill will not get cleared.
28. All the intended bidders must submit Integrity Pact as per Annexure.
29. 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.
30. Bank reserves all the rights to reject one or all Tenders without assigning any reason.
31. 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 earnest money/security deposit will be forfeited.
32. The bidder shall ensure compliance of all statutory laws & bye laws of the central Govt/ state Govt/Municipal authorities related to the employment of their staff and all obligations under Minimum Wage Act, Workman Compensation Act, Provident Fund & Miscellaneous Provision Act, Bonus Act, Contract Labour Act 1970 & other legislative enactment applicable etc. Bank will not be responsible for such purposes in anyway.
33. At any time prior to the deadline for submission of Tender, the Bank may for any reason, modify the Tender notice. 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 notice. 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 Notice (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.

34. The tenderer should have never been blacklisted by any other public sector bank and undertaking in this respect to be submitted.
35. The intending bidder should thoroughly go through and understand the above terms and conditions and only such of those who are willing to fulfil all the terms and conditions of the agreement should submit the Quotation.
36. In case of any unexpected interruption due to events beyond control of the procurement committee, the process will be continued on the subsequent working day at the scheduled time.

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>	



## **GENERAL TERMS & CONDITIONS FOR THE CONTRACT**

### **SCOPE OF WORK:**

Under this Agreement contractor agrees to provide following comprehensive maintenance service in respect of EXISTING CCTV for the period from January 2025 (date of agreement) to 31<sup>ST</sup> December 2025 or one year from agreement date whichever is later, as per agreed charges. The contractor agrees to provide following services:

Four mandatory quarterly periodical preventive maintenance services as per agreed schedule in which the EXISTING CCTV shall be thoroughly checked and adjustments made to bring the same in working order with an unlimited additional emergency breakdown maintenance service of EXISTING CCTV along with necessary spare parts required (cost of spare parts to be paid as per rate submitted separately).

If video old footage needs to be provided as per direction of Bank Official/Administration, then free service to be given without any extra charge.

### **DEFECT RECTIFICATION AND PREVENTIVE MAINTENANCE:**

(a) All service or maintenance calls from branches should be routed through concerned regional office and to be logged at your office and the Log Number and Date has to be forwarded to the branch and respective Regional Office by mail immediately. The issue has to be attended and rectified within two working days from time of registration.

(b) The personnel deputed for defect rectification / service should take a feedback from the Branches in advance and should carry necessary spares, if required, during his visit.

(c) The maintenance should be carried out without affecting the normal functioning of the branch in coordination with the respective Branch Managers and P&D Department, Regional Office.

(d) Detailed Service Certificate for each Branch clearly mentioning maintenance carried out, defects rectified and details of spares used / replaced has to be submitted to the Branch Manager. A copy of the Service Certificate with signature of Branch Manager and Branch Seal along with warranty certificate of spare parts (if any) has to be submitted at Regional Office at the end of every quarter.

### **LABOUR:**

Technicians with valid Company ID Proof only should be deployed for any activity in the Bank's premises. Any loss / damage to the branch property during supply/ installation / maintenance work shall be borne by you. The Bank shall not, in any manner, be held responsible for any untoward incidents involving your workmen at site.

### **PAYMENT:**

(a) No advance payment will be made.

(b) **Defect Rectification, Service and Maintenance:** The payment for defect rectification or service would be made by concerned Regional Office as well as payment spare parts (if any) as per the approved rates. Copy of Bills for all works executed during the quarter should be submitted at Concerned Regional Office consolidated along with copies of Service Certificates and warranty certificate for spare parts supplied (if any). The service certificate should clearly mention maintenance carried out, defects rectified and also details of spares used / replaced and has to be signed by the Branch Manager along with Branch Seal.

(c) The charges shall be payable on quarterly basis after the conclusion of a Quarter after getting satisfactory review reports from branches. For this purpose quarters shall be January to March, April to June, July to September and October to December.

(d) The contractor shall submit the quarterly bill latest by 10<sup>th</sup> day of the completion/conclusion of the quarter for which bill is being furnished to concerned regional office.

(e) Income Tax and surcharge will be deducted as per Govt. of India rules.

(f) Infringement of any of the above terms will be deemed to be breach of contract and contract will be cancelled forthwith empowering the Bank to institute a legal action as remedy against for the compensation.

## **PENALTY**

- (a) Any delay in service after the due date will attract penalty as decided by competent authority.
- (b) For every service call made /complaint attended, a copy of the service call certificate is required to be sent to the P&D Department, Regional Office through the Branch manager indicating the defects and repairs carried out. The service certificate should invariably bear the signature of the branch manager as well as the rubber stamp of the branch with date.
- (c) There should not be a gap of more than 100 days between two mandatory services. The quarterly maintenance visit schedule has to commence within 7 days upon awarding contract.
- (d) Annual Maintenance Contract will be non-transferable and the firm will not appoint any sub-contractor to fulfil any obligations accepted under the contract. Bank reserve the right of termination of this AMC without assigning any reason anytime, if services during the contractual period are found unsatisfactory or substandard.
- (e) If it has been observed that service / emergency call is being closed with a requirement of spare parts on frequent basis without making the item in working condition, Bank reserve the right to verify the same with any other service provider. Subsequently, if the requirement raised by the service engineer proved erroneous / unnecessary, then contract may be terminated along with forfeit of security deposit after giving 3 caution letter.

Checklist for Mandatory Documents Submitted By Bidder		
SI No	Item Description	Status
1	Company Profile	Yes / No
2	Certificate of first incorporation	Yes / No
3	Current Trade License	Yes / No
4	Photocopy of PAN	Yes / No
5	GST Registration Copy	Yes / No
6	AOA/MOA (Where ever Applicable)	Yes / No
7	Work Experience Certificate	Yes / No
8	KYC of proprietor/ partners/ Director	Yes / No
9	Address of local Registered Branch/Office at Kolkata / Bank's Service Area with documentary proof	Yes / No
10	Detailed List of Technicians (Name, Contact Number)	Yes / No
11	Toll Free/Contact Number for service/maintenance call logging	Yes / No
12	Earnest Money Deposited	Yes / No
13	Last 3 Years P&L Statement, Balance Sheet submitted	Yes / No
14	Last 3 Years Income Tax Returns submitted	Yes / No
15	Empanelment Letter & Satisfactory performance certificate related to similar work submitted	Yes / No
16	Undertaking for not blacklisted submitted	Yes / No
17	Rate Chart for all types of possible Spare Parts	Yes / No
18	Undertaking (Annexure-II) in Company's Letterhead submitted	Yes / No
19	Financial Bid (Annexure-III) submitted	Yes / No
20	Integrity Pact (Annexure-IV) in Rs.100/- non judicial stamp paper submitted	Yes / No

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

**FINANCIAL BID**

Rates quoted for annual maintenance contract for all EXISTING CCTV (various make)

Sl No.	Item	Unit	Rate per machine in Rupees (in figures)*	Rate per machine in Rupees (in words)*
1	AMC OF EXISTING CCTV (ANY TYPE) PER ANNUM WITH MANDATORY 4 NOS QUARTERLY SERVICES	EXISTING CCTV		

**\*Note: The rate should be quoted excluding taxes applicable.**

**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**

---

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 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.