



केंद्रिय विद्यालय संगठन, कोयंबटूर

KENDRIYA VIDYALAYA

महानगर, रंजयमर, कोयंबटूर - 641 028 (तमिस्र).

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F.Estt.2(A) /KVC/2012-2013/

Date: 10/12/2012

TENDER DOCUMENT

For providing Cleaning & Housekeeping Services at the Kendriya Vidyalaya, Coimbatore Campus as a whole.

Date of issue of Tender Document: 12.12.2012

Last Date & time for submission of Tender Document: 10.01.2013 upto 1.00 PM.

Date & time of opening of Tender Document: 10.01.2013 at 02.00 PM.

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TENDER NOTICE

Sealed tenders are invited from reputed, experienced and financially sound Service Contractors to provide Cleaning & Housekeeping Services to the Kendriya Vidyalaya, Coimbatore Campus as a whole. The contract will be initially for a period of one year which may be extended further for a period upto one more year on review of performance depending upon the requirement and administrative convenience of the Vidyalaya. Interested service providers may submit the tender complete in all respects upto 1.00 PM on 10.01.2013 along with Earnest Money Deposit (EMD) of Rs 5,000/- (Rupees Five thousand only) (refundable without interest) in the form of Demand Draft/ Pay Order drawn in favour of "Vidyalaya Vikas Nidhi Account, Kendriya Vidyalaya, Coimbatore". No tender will be accepted after the stipulated date and time under any circumstances whatsoever. The sealed Tenders shall be opened at 02.00 P M on the s a m e day i.e. on 10.01.2013 at the Vidyalaya Office in the presence of the representatives of the firms who wish to be present. At first the tenders shall be evaluated by an Evaluation Committee constituted for the purpose. Subsequently, a comparative statement duly signed by the members of the Committee will be prepared for further necessary action and signing of the Contract with the selected party. The EMD submitted by the unsuccessful parties will be returned within a week by cheque. The Principal of the Vidyalaya reserves the right to cancel the tender(s) at any time or amend/ withdraw any of the terms and conditions contained in the Tender Document without assigning any reason thereof.

(करन ड / D. Prabha Karan)

न र / Principal

A. SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

1. Kendriya Vidyalaya, Coimbatore requires the services of reputed, well established and financially sound Cleaning & Housekeeping Service Providers (hereinafter referred to as "Service Providers ") to provide Cleaning & Housekeeping Service for the entire Campus on all working days.
2. The contract shall be valid for a period of one year from the date of letter awarding the contract, which can be extended for such period not exceeding one more year as may be decided by the competent authority, after review of performance.
3. Interested Service Provider may submit the tender complete in all respects along with the prescribed documents and Earnest Money Security of Rs 5,000 (Rupees Five thousand only) in the form of Demand Draft or Pay Order in favour of "The Principal, Kendriya Vidyalaya, Coimbatore" upto 1.00 PM on 10.01.2013 through Registered Post/ Speed Post.
4. Conditional bids shall not be considered and will be outrightly rejected.
5. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Tender Form. In no case should there be any change in the format of the Tender. However, the cuttings, if any, in the Tender Application must be attested by the person authorized to sign the tenders.
6. The attested copy of the certificate of registration of firm should also be enclosed along with the tender. The name of the authorized person/ partner to interact with the Vidyalaya should also be mentioned.
7. Each page of the tender document as well as annexure should be signed by the tenderer or by authorized signatories with seal of the firm.
8. The sealed Tender document shall be opened on the scheduled date and time in the Vidyalaya Office in the presence of the representatives of the Agency/ Firm if any, who wish to be present at the time of opening the tender.
9. The Tender document without the accompanying Demand Draft/ Pay Order of the Earnest Money Deposit and the Certificate of Registration will be summarily rejected.
10. The bidding firm has to give a self-certified certificate that it has not been blacklisted by any Central or State Government/ Department/ PSUs/ Banks etc. If it is subsequently found out that the bidding firm has given false information or facts or has suppressed facts or manipulated the documents, etc. the Earnest Money will be forfeited and the bid/ contract will be rejected/ cancelled.
11. No bidding firm will be allowed to withdraw its bids after the sealed bids have been opened. If any firm intends to withdraw after' opening of the Tender bids, its Security Deposit will be forfeited.
12. If after award of the contract, the successful bidder fails to provide required services, the contract is liable to be cancelled along with the forfeiture of the Security Deposit and other consequential actions such as blacklisting as deemed appropriate.

B. TERMS AND CONDITIONS

1. The contract shall be valid for a period of one year from the date of awarding of the contract, which can be extended for such period as may be decided by the competent authority, but not more than one year after review of performance.
2. The rate for the Service shall be quoted as per the Minimum Wages Act, Govt of Tamil Nadu. **The tenders with the rates below the Minimum Wages will be summarily rejected.** The contract can be short closed on account of unsatisfactory services upon performance review by the Competent Authority of the Vidyalaya. Unsatisfactory service shall mean and include non-compliance and non-fulfilment of any of the contractual obligations by the Service Provider and or poor performance and violation of any of the terms and conditions of the tender/ contract and failure on its part to correct the discrepancies/ shortcomings brought to its notice in writing by the competent authority of the Vidyalaya.
3. By virtue of this agreement, no relationship will be created between the workers and the Vidyalaya/ KVS. It will be the sole responsibility of the Service Provider to pay salary and other perks to its workers meeting all statutory obligations and no complaints by any of its workers in this regard will be entertained by the Vidyalaya.
4. The agreement can be terminated earlier by giving two month's written notice on either side without assigning any reason and the decision of the competent authority shall be binding on the Service Provider. No claims for compensation of loss/ revenues due to such decision shall be entertained.
5. The quoted rates will be all inclusive and no other charges will be paid extra on any account.
6. The Service Provider will ensure that the Supervisor or the authorised representative has a live mobile phone connection so that they can be contacted whenever required.
7. The workers provided by the Service Provider should be well mannered, courteous and polite to teachers/ office staff of the Vidyalaya. They should report for duty in a neat and clean uniform with name badge. The workers should be of clean habits and decent language while on duty.
8. The Service Provider shall be responsible for complying with obligations under the Income Tax, Service Tax, ESI, and PF, Contract Labour (Regulation and Abolition) Acts, Wages Act, Labour Laws etc. and damages to third party arising in course of performance of the contract. He shall be responsible for all litigation arising out of the non-compliance of all the Tax liabilities and all the compensations and concerns of the workers as per Law. It will be the responsibility of the Service provider to comply with all the statutory obligations on his part arising out of this contract.
9. Bills for the service for a month along with certificate of deployment details of the employees will be submitted by the 5th of the following month to the Vidyalaya Office for payment after due verification by the 10th of the same month .

10. In case the Vidyalaya desires, the Firm shall provide additional workmen on extra payment.
11. In case of dispute of any kind, the firm shall abide by the decision of the Competent Authority of the Kendriya Vidyalaya Sangathan. In case the dispute is required to be referred to Arbitration, it shall be referred to sole arbitrator under Arbitration and Conciliation Act 1996. The place of settlement of dispute shall be Coimbatore. In the case of settlements of dispute is in the court, it will be in the jurisdiction of courts in Coimbatore.
12. A declaration should be given on the printed letter-head of the firm, stating inter-alia that the workmen provided are of good character duly verified by the competent authority.
13. A daily record indicating date, time and name of the workman shall be maintained by the Supervisor and submitted to the Vidyalaya Office on daily basis.
14. The Principal or his authorized staff of the Vidyalaya may conduct surprise checking of the workmen at any time for their presence on duty, fitness for duty, uniform, cleanliness and alertness and register in the Defects/ Log Register maintained with the Service Provider; the Report would be taken for consideration at the time of making payments against the Bill.
15. The Bills for the services for a month along with certificates of deployment with details of the employees will be submitted by the 05th of the following month to the Vidyalaya Office; payment shall be made after due verification by the 10th of the same month.
16. **The Service Provider shall quote his rates including the materials and consumables required for Cleaning & Housekeeping activities.**
17. The Vidyalaya requires 06 workers along with a Supervisor on full working time basis.

C. PENALTY CLAUSE

Penalty will be levied in the form of warning and cut of bill amount corresponding to prescribed wages of Minimum Wages Act and man-hours for the violation of terms & conditions of the contract in the following manner:

1. Non-availability/ Absence of workman at any time of duty - Full wages cut corresponding to his total duty hours.
2. Failure to remain on duty in condition of full fitness, and alertness etc - Wage cut corresponding to the actual duration of such inadequacy.
3. Irregularities such as overwriting, forged entries etc in the log book (to be maintained in the prescribed format) - Wage cut corresponding to the total absence of workman.
4. Changes of workmen/ Supervisor without prior intimation - Wage cut corresponding to the total absence of workman on each occasion.
6. Non-availability of the Supervisor in person/ over phone for urgent reports - Wage cut corresponding to the total absence of a single workman on each occasion.

D. TENDER SUBMISSION/ BID QUALIFICATION CRITERIA

The Applicant must fulfil the following technical specifications in order to be eligible for submission of the tender/ bid document.

A. 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 Agency/ Firm should also be enclosed along with the tender.

B. The Applicant must have a minimum' of two years' experience in the field of security service. Proof of at least one contract relating to the Central/ State Governments/ PSUs/ Bank in the past years along with attested copies of the supply order should be enclosed.

C. The Applicant should have its own Bank Account in the name of the Firm. Certified copy of the Bank Passbook issued by the Bank shall be enclosed.

D. The Applicant agency (not the individual) should be registered with the Service Tax department. Certified copy of the registration shall be attached with the Tender/ Bid document.

E. Self Certificate that the firm has not been blacklisted by any Central Government Departments/ Ministries/ PSUs/ Banks etc should be enclosed.

F. If it is found that the information/ certificates furnished by the participating firm is incorrect/ wrong or bogus , the Firm shall be blacklisted and its bids will be ignored and Bid Security /Performance security forfeited.

G. The Firm should have a PAN registered by the Income Tax department. A certified copy of the communication from the Income Tax department shall be enclosed with the Bid/ Tender document.

H. Declaration to be given in the firm's letter head

1. I, Son/Daughter/Wife of Shri., Proprietor/ Director/ authorized signatory of the Agency mentioned above , is competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

3. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

4. I hereby undertake to work at the rates as per the terms and conditions given in the tender documents.

Signature of authorized person

Date:

Place:

Full Name:

I. Self-certificate to be given on the Firm's letterhead.

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s. (name & address of firm) is neither blacklisted by any Government Department nor any criminal case is registered against the firm.

Name & Signature of Proprietor/authorized signatory

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

E. FORMAT OF THE CONTRACT TO BE SIGNED AFTER WORK AWARD

DEFINITIONS

The agreement is general in nature wherein the particular office has generally referred to as "INDENTING OFFICE" and the agency providing the service as "CONTRACTING AGENCY". If desired the word "INDENTING OFFICE" may be substituted by the acronym of the particular office and the CONTRACTING AGENCY by a suitable abbreviated acronym

PREAMBLE

- WHEREAS THE CONTRACTING AGENCY is (engaged in/ carrying out) (define the present business/ objective/ activity of the CONTRACTING AGENCY) and is desirous of providing service to the [on/ in/ for] [name the area of service contract]
- WHERE AS..... at its [NAME OF THE OFFICE] (hereinafter called the INDENTING OFFICE) is seeking service on contract for [name of the area of service contract] as detailed in the Appendix-..... to the agreement (hereinafter called the WORK).

Now therefore in consideration of the premises and mutual covenants here in after contained, the parties hereto agree as follows:

SCOPE OF THE AGREEMENT

- The agreement details the terms and conditions, financial arrangements, 5 responsibilities and obligations of the CONTRACTING AGENCY and INDENTING OFFICE/ pertaining to the WORK.

FINANCIAL ARRANGEMENTS

- In consideration of the work to be carried out by the **CONTRACTING AGENCY** the shall pay to **CONTRACTING AGENCY** as follows after deducting Income Tax at source on the total amount.
 - (i) Rs.** per man month/ man day/ man hour on [DATE] of every month for the service to be rendered by the **CONTRACTING AGENCY** subject to compliance of terms of the agreement by the **CONTRACTING AGENCY**.
**Rs..... for service contract on

MODALITIES OF CONTRACT

- This contract is of the nature of service contract for a specified period and not labour contract.
- The responsibility of the **CONTRACTING AGENCY** and schedule of fulfillment thereof shall be as per Appendix-1 to the Agreement.
- For the purpose of providing service, the working deployed by the **CONTRACTING AGENCY** in the premises of **INDENTING OFFICE** shall be same as applicable to the **INDENTING OFFICE**.

RESPONSIBILITIES OF CONTRACTING AGENCY

- **CONTRACTING AGENCY** shall undertake the **WORK** as per schedule detailed in Appendix- 1 to the Agreement by providing manpower in the premises of the **INDENTING OFFICE**.
- **CONTRACTING AGENCY** shall substitute suitable workers in lieu of those provided by it in the **INDENTING OFFICE** for the purpose of **WORK**, if not found suitable by the **INDENTING OFFICE** on initial evaluation within 48 hours of written notice. Similarly the **INDENTING OFFICE** will continue to hold the right to reject the replacement provided and ask for substitutes in cases of absentees/ sick workers or otherwise on valid reasons.
- **CONTRACTING AGENCY** shall on receipt of advance notice of not less than 24 hours from the **INDENTING OFFICE**, provide additional manpower or make temporary withdrawal of manpower provided by it.
- **CONTRACTING AGENCY** shall be responsible for payment of salary, grant of leave and providing coverage for insurance medical benefits or such other statutory benefits to its workers provided by it in the **INDENTING OFFICE**. The **INDENTING OFFICE** shall not be responsible for making any payment to them workers provided by **CONTRACTING AGENCY** shall be employees of the **CONTRACTING AGENCY** for all the **INDENTING OFFICE** shall not have liability of any kind towards workers.

- **CONTRACTING AGENCY** shall be responsible for any damage to the property/ equipment/ material of the **INDENTING OFFICE** by its personnel during the course of or consequent to the **WORK** being rendered. [Intimation regarding damage shall be given in writing to the **CONTACTING AGENCY** within a week].

EFFECTIVE- DATE, DURATION, TERMINATION OF THE AGREEMENT

- The agreement shall be effective from the date of acceptance of the offer as shown in the letter of acceptance of offer and award of work issued to **CONTRACTING AGENCY** and shall remain in force for a period of [months] from the said date.
- The agreement shall be deemed to expire on completion of the period.
- During the tenure of the agreement, parties hereto can terminate the Agreement either for breach of any of the terms and conditions of this Agreement or otherwise by giving a
[months] notice in writing to the defaulting party.
Failure of either party to terminate the Agreement on account of breach or default by the other shall not constitute a waiver of that party's right to terminate this Agreement.
- In the event of termination of agreement, the **CONTRACTING AGENCY** shall be liable to refund the amount, if any, paid in advance to it by the **INDENTING OFFICE**.

NOTICES

- All notices and other communications required to be served on the **CONTRACTING AGENCY** under the terms of the Agreement, shall be considered to be duly served if the same shall have been delivered to, duly with or posted by registered mail to the **CONTRACTING OFFICE** shall be considered as duly served if the same shall have been delivered to, left with or posted by registered mail to the **INDENTING OFFICE** at its registered address at [**NEW DELHI/** name of the city]

AMENDMENTS OF THE AGREEMENT

- No amendment or modification of this Agreement shall be valid unless the same is made in writing by both the parties or their authorized representative and specifically stating the same to be amendment of this Agreement. The modifications/ changes shall be effective from the date on which they are made/ executed, unless otherwise agreed to.

ASSIGNMENT OF THE AGREEMENT

- The rights and / or liabilities arising to any party to this Agreement shall not be assigned except with the written consent of the other party and subject to such terms and conditions as may be mutually agreed upon.

DISPUTE SETTLEMENT

- In the event of any dispute or difference between the parties arising out of or in connection with the terms and conditions of this Agreement such dispute of differences shall be referred to the The decision of the shall be final and binding on both.

SEAL OF THE PARTIES

In witness whereof the parties hereto have signed this Agreement on the day, month and year mentioned hereinbefore.

Parties

For and on behalf of KVS INDENTING OFFICE For and on behalf of CONTRACTING AGENCY

Signature
.....

Signature

Name.....

Name.....

Designation.....

Designation.....

Seal

Seal

Witness (Name and Address)

- 1.
- 2.

Witness (Name and Address)

- 1.
- 2.

TERMS AND CONDITIONS FOR CLEANING/ SWEEPING/ JOBS ETC FOR
KENDRIYA VIDYALAYA, COIMBATORE

Name of the KV : KENDRIYA VIDYALAYA, COIMBATORE

Address/ Location of
the Building : Sowripalayam Road, Meena Estate, Coimbatore-641028

Area of the building
Including open space: 10.5 acres including built- up area.

No. of days during the
Month for which the Services
are required: All days except Sunday, Holidays, Break and Vacation
unless otherwise required on written requisition.
Additional charges for cleaning/ sweeping etc. on
holidays whenever required will be payable.

SCOPE OF WORK:

- A. **DAILY WORK** (From 7.30 AM to 12.30 PM and 1.30 PM to 4.30 PM or as may be decided by the Vidyalaya).
1. Sweeping of entire area of the school building and surrounding of building and collection of all waste material and disposal of the same as per instruction of the Principal.
 2. Cleaning of the floor area with floor dusters and detergent disinfectants etc once in the morning before opening of the Vidyalaya and thereafter every 2 hours specially in the areas like corridors, stairs, and reception etc. Spray of flit etc in the rooms for keeping the rooms free from mosquitoes flies etc.
 3. Cleaning and washing of toilets and urinals using deodorants, detergent and disinfectants once in the morning (before Lunch Break) and again in the afternoon as may be specified by the Principal. Watering of toilets and urinals after every one hour.
 4. Cleaning of carpets, Durries etc.
 5. In case of shortage of water or non-availability of water, bringing water from outside for cleaning at own cost and risk of the Service Provider.

6. Sweeping and cleaning of open areas, roads, passage, lawns etc., and boundary of the Kendriya Vidyalaya.
7. Regular dusting/ cleaning of furniture (table and chair) and equipment, telephones book cases, filing cabinets, almirahs and doors and within classrooms , all other rooms and other spaces of the school ever before opening of the school.
8. Provision of soap and liquid soap in the toilets and placing sufficient quantity of naphthalene balls/ cakes and odonil cakes in the urinals. The contractor will ensure that the toiletries mentioned above are always available near each washbasin in the building.
9. The choking of the sanitary installation e.g. Traps, Bottle traps, Gully traps etc. is to be cleared within 24 hours of noticing the complaint at the risk and cost of the Service Provider.
10. All complaints of leakage in the GI, PVC and CI pipes etc. are also to be attended within 24 hours of noticing the complaint at the risk and cost of the Service Provider.

ITEMS OF WORK TO BE DONE GENERALLY ONCE IN A WEEK

1. Washing and scrubbing of floor areas with detergents and dirt removing agent. Acid cleaning of sanitary wares, without damaging their shines.
2. Removing stains from floor, doors and partitions by using surf or any suitable detergent as are found necessary without leaving any undesirable post-cleaning marks.
3. Cleaning of filled surfaces in the corridors and staircases.
4. Cleaning of water storage tanks and water coolers.
5. Polishing of brass name plates and number plates and cleaning of all other name plates/ boards.
6. Dusting and cleaning of fans, electrical fittings, window panes with glass-cleaning chemical/ agents and cleaning of partition paneling etc.
7. Removal of cobwebs in all rooms and other spaces of the Vidyalaya.

REQUIREMENTS FROM THE STAFF OF THE AGENCY THEIR DUTIES: BEHAVIOUR ETC.

1. The Contractor shall comply with all the laws and regulations applicable in the matter of such workers as are engaged by it.
2. The Contractor's staff shall not disturb the employees of the Kendriya Vidyalaya or make any sort of noise in the school premises.
3. The contractor's workers shall be polite, courteous, well behaved and honest.
4. The contractor shall be fully responsible and liable for any theft, burglary, fire or any other mischievous deed done by its workers.

5. The antecedence of all the workers will be got verified from police by the agency before deployment for work.
6. The contractor's workers shall not enter into any unlawful activity within the KV premises and shall have a good moral character.
7. The Vidyalaya shall have the right to impose cash penalty on the contractor or deduct such amounts from its security deposit in case the Kendriya Vidyalaya is put to any financial loss directly by any act of omission or commission on the part of the contractor's workers.
8. The contractor shall be directly responsible for the payment of wages, which should not be less than the minimum wages, prescribed by the State Govt. and will include such other benefits as may be available to its employees under the relevant Acts, Regulations applicable in the State. The Vidyalaya shall not entertain any such claim of the person employed by the contractor and shall not be liable for it.
9. Insurance and accident risks of the workers will be the responsibility of the contractor.
10. All the workers of the contractor shall be free from infectious diseases.
11. The contractor will ensure that proper license/ permission from the concerned authorities, wherever applicable, are obtained promptly.
12. The contractor shall in no case transfer the services he is required to perform under this agreement to any other contractor or person.
13. The contractor shall employ sufficient number of workers to ensure that the work is done in time to the satisfaction of the Vidyalaya and sufficient workers to supervise the work.
14. The Vidyalaya reserves the right to order any worker of the contractor to leave the premises of the Vidyalaya, if his presence at any time is felt undesirable.

B. GENERAL CONDITIONS:

- (1) **AGREEMENT:** For one year extendable for one more year with the Consent of both parties and outstanding performance of the work done during last year by the contractor.
- (2) **TERMS OF PAYMENT:** The Kendriya Vidyalaya shall pay the agreed amount to the contractor on monthly basis after completion of the month and submission of a certificate by the Principal of the Vidyalaya, "That the work has been done satisfactorily". In case the work is found unsatisfactory, 50 % payment will be with-held and it will be released only when the work is found as of quality and to the satisfaction of the Vidyalaya.
- (3) **ROOM FACILITY:** The Kendriya Vidyalaya shall provide a small room/ Space for the supervisor and storage of material etc to the contractor free of cost during the period of Contract. No name plate of the contractor shall be allowed on the room and nobody will be allowed to stay in it after school hours.

C. NOTICE OF TERMINATION OF CONTRACT:

- 1) The contract can be terminated without assigning any reasons by giving two months' notice in writing by either side.

D. STOCK AND SUPPLIES:

The contractor shall maintain sufficient stocks of various items such as towels, dusters, soaps, phenyl, detergents, odonil, naphthalene balls etc so as to meet normal requirement. The contractor shall not be permitted to stop supplying any items for any reason.

E. SUPERVISION:

The contractor shall authorize a person to supervise the cleaning and maintenance service who will report to the designated teacher/ staff of the Vidyalaya.

F. ARBITRATION:

In case of any dispute between the contractor and the Vidyalaya arising out of or in relation to the agreement, the dispute shall be referred to a sole Arbitrator to be appointed by the Kendriya Vidyalaya and the decision of such Arbitrator shall be conclusive and binding on both the parties. The arbitration shall be governed by the provisions of the Indian Arbitration Act, 1940.

G. JURISDICTION:

The courts at the station, i.e. Coimbatore will have jurisdiction over all legal disputes under this agreement.

F. PRE-CONTRACT INTEGRITY PACT

FORMAT

1 General

Whereas Thiru. D. PrabhaKaran, Principal (*Name of person*) representing the Kendriya Vidyalaya, Coimbatore - 641028 (*Name of Agency*) hereinafter referred to as the Employer on one part, and M/s (*Name of person*) representing the
..... (*Name of Bidder*) as the other part hereby executes this agreement as follows:

This agreement should be a part of the tender document, which shall be signed and submitted along with the tender document. The head of the employing agency/ or his authorized representative should be the signing authority. For the bidders, the bidder himself or his authorized representative must sign the Integrity Pact (IP). If the winning bidder had not signed during the submission of the bid, the tender shall be cancelled.

2 Objectives

Now, therefore, the Employer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into, with a view to :-

2.1 Enabling the Employer to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and

2.2 Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Employer will commit to prevent corruption, in any form by their officials by following transparent procedures.

3. Commitments of the Employer:

The Employer commits itself to the following:-

3.1 The Employer hereby undertakes that no official of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, 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.

3.2 The Employer further confirms that its officials has not favored any prospective bidder in any form that could afford an undue advantage to that particular bidder during the tendering stage, and will further treat all Bidders alike.

3.3 All the officials of the Employer shall report to the head of the employing agency or an appropriate Government office any attempted or completed violation of clauses 3.1 and 3.2.

3.4 Following report on violation of clauses 3.1 and 3.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.

4 Commitments of Bidders

The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his 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 commits himself to the following :-

4.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

4.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other contract with 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.

4.3 The Bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

4.4 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

5 Sanctions for Violation

The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws. The breach of the Pact or providing false information by the Bidder, or any one employed by him, or acting on his behalf (whether with or without the knowledge of the Bidder), or the commission of any offence by the Bidder, or any one, employed by him, or acting on his behalf, shall be dealt with as per the provisions of the Penal Code of Bhutan, 2004, and the Anti-Corruption Act, 2006. The Employer/relevant agency shall also take all or any one of the following actions, wherever required :-

5.1 To immediately call off the pre-contract negotiations without giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.

5.2 To immediately cancel the contract, if already awarded/signed, without giving any compensation to the Bidder.

5.3 The Earnest Money / Security Deposit shall stand forfeited.

5.4 To recover all sums already paid by the Employer.

5.5 To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Employer, along with interest.

5.6 To cancel all or any other Contracts with the Bidder.

5.7 To debar the Bidder from entering into any bid from the government of Bhutan as per the Debarment Rule.

6. Conflict of Interest

6.1 A conflict of interest involves a conflict between the public duty and private interests (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflict of Interest would arise in a situation when any concerned members of both the parties are related either directly or indirectly, or has any association or had any confrontation. Thus, conflict of interest of any tender committee member must be declared in a prescribed form (sample form attached).

6.2 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member, and if he does so, the Employer shall be entitled forthwith to rescind the Contract and all other contracts with the Bidder.

7 Examination of Books of Accounts

7.1 In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Employer/authorized persons or relevant agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents and shall extend all possible help for the purpose of such examination.

8. Monitoring and Arbitration

8.1 The respective procuring agency shall be responsible for monitoring and arbitration of IP as per the Procurement Rules.

9 Legal Actions

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

10 Validity

10.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Employer and the Bidder.

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

We, hereby declare that we have read and understood the clauses of this agreement and shall abide by it. Further, the information provided in this agreement are true and correct to the best of our knowledge and belief.

The parties hereby sign this Integrity Pact at _____ on _____

EMPLOYER

BIDDER

Witness:

1. _____

1. _____

(Legal Officer/ Internal Auditor

Witness:

DECLARATION OF CONFLICT OF INTERESTS

(Sample)

Name of the Committee member/ Committee _____

Subject: _____

Date: _____

Financial Interest:

Close Personal Relationship:

Other Potential Conflicts of Interest/ Enmity:

I hereby declare that the above details are correct to the best of my knowledge and I make this conflict of interest declaration in good faith.

Signature (*Employee*)

Date: _____

(To be filled by Chairperson of the Committee)

I hereby declare that I have received and appropriately noted this conflict of interest to be:

Actual Perceived Potential Pecuniary Non-pecuniary

Signature (Chairperson)

Date: _____

Brief descriptions of the types of conflict of interest

Financial/ Pecuniary interests

Money does not need to change hands for an interest to be pecuniary/ financial. People have a pecuniary/ financial interest if they (or a relative or other close associate) own property, hold shares, have a position in a company bidding for government work, or receive benefits (such as concessions, discounts, gifts or hospitality) from a particular source. Or when there was actual exchange of cash in the form of loan or lending of money between the two parties.

Close Personal Relationship:

Close personal relationship should include anyone who is related through blood.

Other Personal relationship:

Other personal relationship should include everyone who enjoys intimate relationship like family doctors, lawyers, and close friends.

Enmity

Conflict of Interest not only occurs in the form of good relations, it can equally or more seriously occur in the situation of enmity. Conflicts of interest can be actual, perceived or potential.

- An **actual conflict of interest** involves a direct conflict between a public official's current duties and responsibilities and existing private interests.
- A **perceived or apparent conflict of interest** can exist where it could be perceived, or appears, that a public official's private interests could improperly influence the performance of their duties – whether or not this is in fact the case.
- A **potential conflict of interest** arises where a public official has private interests that could conflict with their official duties in the future.

(करन ड / D. Prabha Karan)

न र / Principal