

# **“Procurement & Deployment of 600 nos. of Sewing Machines (Foot Operated)”**

## **Objective: -**

The project for “Procurement & Deployment of 600 nos. of Sewing Machines (Foot Operated)” is a CSR (Corporate Social Responsibility) initiative by REC Foundation (CSR Arm of REC Limited – A Maharatna Company). The main objective of the project is to empower women from the Economically Weaker Sections (EWS) by providing quality foot-operated sewing machines that enable sustainable self-employment and income generation. It seeks to promote financial independence, enhance livelihood opportunities, and strengthen the socio-economic status of women beneficiaries in the Bangaon Lok Sabha Constituency, West Bengal.

## **Detailed Scope of Work**

The broad scope of work includes the Procurement, Supply, Inspection, Transportation, Delivery and Deployment of 600 Nos. Sewing Machines (Foot Operated) under the CSR project **"Women Empowerment through Distribution of Sewing Machines to EWS Women in Bangaon Lok Sabha Constituency, West Bengal."** The supplier shall provide brand-new, unused, genuine Sewing Machines complete with standard accessories, operating manuals, warranty cards, and all components required for immediate use. The successful bidder shall ensure safe transportation, timely delivery, and deployment of the sewing machines at the designated distribution locations as communicated by Samanvit Shiksha Sansthan (SSS). All machines shall be covered under the manufacturer's standard warranty and shall conform to the minimum technical specifications prescribed in Annexure – A.

***NOTE:*** Samanvit Shiksha Sansthan (SSS) reserves the right to increase or decrease the quantity to be procured by up to 25% of the bid quantity at the time of placement of the Purchase Order or during the contract period, depending upon project requirements and fund availability. The successful bidder shall be bound to accept such variation at the quoted rates and under the same terms and conditions.

***Refer Annexure – A for the detailed minimum technical specifications of the required Sewing Machines (Foot Operated).***

## **Other Terms & Conditions: -**

- The successful bidder shall supply **600 Nos. of brand-new, unused, genuine Sewing Machines (Foot Operated)** complete with standard accessories, user manuals, warranty cards, and all components required for immediate operation.
- The sewing machines shall be supplied under the CSR project **"Women Empowerment through Distribution of Sewing Machines to EWS Women in Bangaon Lok Sabha Constituency, West Bengal"** and shall be delivered to **Samanvit Shiksha Sansthan (SSS)** or at the designated distribution locations communicated by SSS before dispatch.
- Actual delivery, inspection, demonstration, and deployment of the required sewing machines shall be carried out at the designated beneficiary distribution locations in **Bangaon Lok Sabha Constituency, North 24 Parganas District, West Bengal**, as per the schedule communicated by Samanvit Shiksha Sansthan (SSS).



| Sl. No.      | Distribution Location                                             | District          | State       | No. of Sewing Machines |
|--------------|-------------------------------------------------------------------|-------------------|-------------|------------------------|
| 1            | Designated Distribution Centres in Bangaon Lok Sabha Constituency | North 24 Parganas | West Bengal | 600                    |
| <b>Total</b> |                                                                   |                   |             | <b>600</b>             |

- The bidder shall submit the latest product brochure/catalogue, detailed technical specifications, warranty details, and an undertaking on the company's letterhead confirming the supply of genuine **Sewing Machines (Foot Operated)** in accordance with the tender specifications.
- The lowest evaluated bidder (L-1) shall arrange for inspection of one sample (prototype) sewing machine prior to bulk supply. The sample shall be inspected by Samanvit Shiksha Sansthan (SSS) or its authorized representative, and the bidder shall incorporate any reasonable modifications or observations, if required, before commencing bulk delivery.
- The successful bidder shall ensure prominent display of the **CSR project name and the logo(s) of the sponsoring organization and/or Samanvit Shiksha Sansthan (SSS)** on each sewing machine through durable stickers or branding materials, as per the approved design. The artwork and branding specifications shall be provided after the award of the contract.
- After successful delivery, inspection, demonstration, and deployment of the sewing machines at the designated locations, the successful bidder shall submit delivery challans, beneficiary acknowledgement sheets, installation/demo reports (where applicable), warranty documents, and a completion/acceptance certificate duly signed by the authorized representative of Samanvit Shiksha Sansthan (SSS). In case any supplied sewing machine is found defective, damaged, non-functional, or not conforming to the prescribed technical specifications during inspection or acceptance, the bidder shall replace the same within **07 (Seven) days** at no additional cost. Failure to rectify or replace the defective items within the stipulated period may result in termination of the contract, forfeiture of the Performance Bank Guarantee (PBG)/Earnest Money Deposit (EMD), blacklisting of the bidder, and any other action deemed appropriate by Samanvit Shiksha Sansthan (SSS) as per the terms and conditions of the Contract.

### **Instructions to the Bidders: -**

This is a **two-part bid process**. The two parts of the bid are as follows: -

#### **Part 1 - Technical Bid: -**

Bidders complying with the Pre-Qualification/ Eligibility Criteria shall only be considered for opening of their financial bids. Schedule of the financial bid opening shall be intimated to only those bidders who qualify in Part 1 – Technical Bid.

The following documents/ annexures are **mandatorily** required to be submitted by the bidder along with the Part 1 – Technical Bid on the GeM portal: -

- **Annexure A** – Compliance of Technical Specifications
- **Annexure B** – Compliance of the Pre-Qualification/ Eligibility Criteria
- **Annexure C** – Vendor Profile Form
- **Annexure D** – Bid Form
- **Annexure E** – Undertaking on Compliance of Bid Requirements



- **Annexure H** – Integrity Pact
- **Annexure I** – Acceptance Form for Participation in Reverse Auction (RA) Event
- **Annexure J** – Undertaking related to ESG

## **Part 2 - Financial Bid\*:**

The Financial Bid of only those bidders who qualify in the Technical Evaluation shall be opened. The bid shall be evaluated on the **Least Cost Selection (LCS)** method, and the bidder quoting the lowest evaluated responsive price (L-1) while meeting all technical and eligibility requirements shall be considered for award of the contract.

- The bidder shall quote **inclusive rates** covering the supply of **600 Nos. Sewing Machines (Foot Operated)**, transportation, loading, unloading, delivery at designated distribution locations, demonstration (where required), branding/stickers, warranty obligations, GST, insurance during transit, and all other incidental charges required for successful completion of the project.
- ***\*Note: Bidders shall not submit the price/ financial details along with the technical bid, non- compliance of the same shall be at the bidder's risk & cost, and their bid may be treated as non-responsive and is liable to be summarily rejected.***
- Each bidder shall submit **only one bid**, either individually or as an authorized representative of a firm/company. Multiple bids submitted by the same bidder shall be liable for rejection.
- The terms and conditions contained in this Tender Document shall prevail over any conflicting terms submitted by the bidder in its offer.
- Bidders are advised to carefully study the Tender Document, technical specifications, delivery requirements, and distribution locations before submitting their bids. Submission of the bid shall be deemed as unconditional acceptance of all the terms and conditions contained in the Tender Document.

## **Exemption w.r.t. the Pre-Qualification/ Eligibility Criteria: -**

Exemption shall be provided to MSEs (Micro and Small Enterprises)/ Start-ups/ NSIC bidders only for the following criteria: -

- (a) Exemption for Years of Experience and not for "Past Experience for Similar Services";
- (b) Exemption for Turnover;
- (c) Exemption for submission of EMD (Earnest Money Deposit)

*The bidder seeking the above exemptions must submit the valid supporting document for the relevant category as per GeM GTC with the bid. **Under MSE category, only Manufacturers for Goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.***



# Minimum Technical Specifications

(To be submitted on the Bidder's Letter Head, duly signed and stamped by the Authorized Signatory)

| Sl. No. | Parameter                        | Offered Specification |
|---------|----------------------------------|-----------------------|
| 1       | Brand                            |                       |
| 2       | Model                            |                       |
| 3       | Type of Sewing Machine           |                       |
| 4       | Machine Body                     |                       |
| 5       | Operation                        |                       |
| 6       | Stitch Type                      |                       |
| 7       | Feed Mechanism                   |                       |
| 8       | Shuttle Type                     |                       |
| 9       | Stitch Length Adjustment         |                       |
| 10      | Bobbin Winder                    |                       |
| 11      | Machine Stand                    |                       |
| 12      | Table Top                        |                       |
| 13      | Foot Pedal                       |                       |
| 14      | Accessories Supplied             |                       |
| 15      | User Manual                      |                       |
| 16      | Warranty                         |                       |
| 17      | Condition                        |                       |
| 18      | Installation & Demonstration     |                       |
| 19      | Service Support                  |                       |
| 20      | Quality Standards/Certifications |                       |
| 21      | Any Other Features               |                       |

## Declaration:

We hereby certify that the offered product complies with the technical specifications and requirements of the tender. Relevant catalogues/brochures and supporting documents are enclosed.



## Annexure – A

### Minimum Technical Specifications

(To be submitted on the Bidder's Letter Head duly signed and stamped by the Authorized Signatory)

#### **Technical Specifications of the USHA/SINGER Sewing Machine (Foot Operated): -**

| Sl. No. | Description             | Specifications                                                                                                                                                                                                                                                                                                                                                          |
|---------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1       | Brand                   | USHA/SINGER                                                                                                                                                                                                                                                                                                                                                             |
| 2       | Model                   | Craft Master                                                                                                                                                                                                                                                                                                                                                            |
| 3       | Type                    | Foot Operated Sewing Machine                                                                                                                                                                                                                                                                                                                                            |
| 4       | Machine Body            | Heavy-Duty Cast-Iron Body                                                                                                                                                                                                                                                                                                                                               |
| 5       | Operation               | Foot Pedal Driven (Manual)                                                                                                                                                                                                                                                                                                                                              |
| 6       | Stitch Type             | Lock Stitch                                                                                                                                                                                                                                                                                                                                                             |
| 7       | Feed Mechanism          | Four Motion Feed System                                                                                                                                                                                                                                                                                                                                                 |
| 8       | Shuttle Type            | Oscillating Shuttle                                                                                                                                                                                                                                                                                                                                                     |
| 9       | Stitch Length Regulator | Adjustable                                                                                                                                                                                                                                                                                                                                                              |
| 10      | Reverse Stitch Lever    | Available                                                                                                                                                                                                                                                                                                                                                               |
| 11      | Bobbin Winder           | Automatic/Standard                                                                                                                                                                                                                                                                                                                                                      |
| 12      | Presser Foot Lift       | Standard                                                                                                                                                                                                                                                                                                                                                                |
| 13      | Needle System           | Standard Compatible                                                                                                                                                                                                                                                                                                                                                     |
| 14      | Hand Wheel              | Heavy Duty Flywheel                                                                                                                                                                                                                                                                                                                                                     |
| 15      | Machine Stand           | Heavy Duty Mild Steel Stand with Powder Coating                                                                                                                                                                                                                                                                                                                         |
| 16      | Table Top               | Laminated Wooden Table Top                                                                                                                                                                                                                                                                                                                                              |
| 17      | Belt                    | Heavy Duty Rubber Belt                                                                                                                                                                                                                                                                                                                                                  |
| 18      | Foot Pedal              | Cast Iron Treadle Pedal Assembly                                                                                                                                                                                                                                                                                                                                        |
| 19      | Accessories             | Bobbins, Needles, Screwdrivers, Oil Can, Spools and Standard Tool Kit                                                                                                                                                                                                                                                                                                   |
| 20      | User Manual             | To be supplied in English and/or Bengali                                                                                                                                                                                                                                                                                                                                |
| 21      | Warranty                | Minimum 12 Months Manufacturer's Warranty                                                                                                                                                                                                                                                                                                                               |
| 22      | Condition               | Brand New, Unused and Latest Manufacturing                                                                                                                                                                                                                                                                                                                              |
| 23      | Packing                 | Factory Packed with Protective Packaging                                                                                                                                                                                                                                                                                                                                |
| 24      | Installation            | Ready for Use with Complete Assembly                                                                                                                                                                                                                                                                                                                                    |
| 25      | Demonstration           | Basic Operational Demonstration at Distribution Site                                                                                                                                                                                                                                                                                                                    |
| 26      | Service Support         | Authorized Service Support in West Bengal                                                                                                                                                                                                                                                                                                                               |
| 27      | Quality Standards       | OEM Standard Product with Manufacturer's Quality Certification                                                                                                                                                                                                                                                                                                          |
| 28      | Other Features          | <ul style="list-style-type: none"><li>• Smooth and low-noise operation</li><li>• Suitable for continuous household tailoring work</li><li>• Durable and corrosion-resistant finish</li><li>• Easy maintenance and long service life</li><li>• Complete accessories supplied with each machine</li><li>• Manufacturer's warranty card and user manual included</li></ul> |

Signature with Seal of the Bidder

Full Company Address with Contact Details: -

Date:

Place:

#### **Note:**

The bidder must comply with the above-mentioned **minimum technical specifications** to qualify in the Technical Evaluation. Any bidder offering specifications lower than those prescribed or proposing an equivalent product without meeting the minimum requirements shall be treated as **technically non-responsive**, and the bid may be summarily rejected. Samanvit Shiksha Sansthan (SSS) reserves the right to inspect, verify, or seek documentary evidence of compliance with the above specifications before placement of the Purchase Order or during execution of the contract.



**Pre-Qualification (PQ)/ Eligibility Criteria**

1. **The bidder should be operating in India with similar work experience i.e., "Supply of Sewing Machines or Industrial Sewing Machines or Tailoring Equipment or Similar Livelihood Equipment" during the last 03 (three) consecutive years, i.e., FY 2022-23, FY 2023-24 & FY 2024-25 (ending the last day of the month previous to the one in which bids are invited).**  
*(Attach valid Certificate of Incorporation/Commencement of Business/Other Statutory Registrations along with copies of Work Orders/Contracts/Purchase Orders evidencing similar experience.)*
2. **The bidder should be either the Original Equipment Manufacturer (OEM) of USHA/SINGER Sewing Machines or an Authorized Distributor/Dealer/Channel Partner/Stockist of USHA/SINGER during the last 03 (three) consecutive years, i.e., FY 2022-23, FY 2023-24 & FY 2024-25.**  
*(The bidder shall submit a Bid-Specific Manufacturer Authorization Certificate (MAF) or OEM Authorization Certificate issued by USHA/SINGER.)*
3. **The bidder or the OEM should have an office/service centre/authorized service network in the State of West Bengal for providing warranty and after-sales service.**  
*(The bidder shall submit a self-attested copy of the registration certificate or a self-declaration duly signed and stamped by the authorized signatory in this regard.)*
4. **Past Experience for Similar Supplies:**  
The bidder should have successfully executed similar work involving the **Supply of Sewing Machines or Similar Livelihood Equipment** to reputed Corporate Organizations, Government Departments, Public Sector Undertakings (PSUs), Educational Institutions, CSR Foundations, NGOs, or Autonomous Bodies during the last **03 (three) consecutive years**, i.e., FY 2022-23, FY 2023-24 & FY 2024-25, satisfying **any one** of the following:
  - a. At least **01 (One)** similar work order/contract of value **not less than 80%** of the estimated cost of this tender along with Completion Certificate or Payment Proof;

**OR**

  - b. At least **02 (Two)** similar work orders/contracts, each of value **not less than 50%** of the estimated cost of this tender, along with Completion Certificates or Payment Proofs;

**OR**

  - c. At least **03 (Three)** similar work orders/contracts, each of value **not less than 40%** of the estimated cost of this tender, along with Completion Certificates or Payment Proofs.

*(Relevant copies of Purchase Orders, Contracts, Work Orders, Completion Certificates, Tax Invoices and/or Payment Proofs shall be submitted along with the Technical Bid.)*

**The bidder should have a minimum Average Annual Financial Turnover of ₹2.00 Crore (Rupees Two Crore Only) during the last 03 (three) consecutive financial years, i.e., FY 2022-23, FY 2023-24 & FY 2024-25.**

*(The bidder shall submit Audited Financial Statements/Profit & Loss Accounts and Balance Sheets duly certified by a Chartered Accountant.)*
5. **The bidder shall submit an Earnest Money Deposit (EMD) of ₹1,00,000/- (Rupees One Lakh Only) in the form of Demand Draft/Banker's Cheque/Bank Guarantee drawn in favour of Samanvit Shiksha Sansthan, payable at New Delhi, as per prevailing Government guidelines.**



*(A scanned copy shall be uploaded with the Technical Bid and the original shall be submitted within five (05) working days from the bid submission date, if required.)*

6. **The bidder should possess a valid GST Registration and Permanent Account Number (PAN).**  
*(Self-attested copies of GST Registration Certificate and PAN Card shall be submitted.)*
7. **The bidder should not have been blacklisted, banned, suspended or debarred** by any Central Government, State Government, PSU, Autonomous Body, Government Institution, CSR Foundation or any statutory authority in India.  
*(A self-declaration on the bidder's letterhead duly signed and stamped by the Authorized Signatory shall be submitted.)*
8. **The bidder should not be under liquidation, insolvency, court receivership or bankruptcy proceedings.**  
*(A self-declaration duly signed and stamped by the Authorized Signatory shall be submitted.)*
9. **The bidder shall sign and submit the prescribed Integrity Pact** along with the Technical Bid.  
*(Attach the duly signed and stamped copy of Annexure – H.)*
10. **The bidder shall sign and submit the prescribed Declaration/Acceptance Form for participation in the Tender Process.**  
*(Attach the duly signed and stamped copy of Annexure – I.)*
11. **The bidder shall submit the Undertaking related to Environmental, Social and Governance (ESG) Compliance.**  
*(Attach the duly signed and stamped copy of Annexure – J.)*

**NOTE:**

The bidder must fulfil all the above-mentioned **Pre-Qualification (PQ)/Eligibility Criteria** to qualify in the Technical Evaluation. Bids that do not comply with the prescribed eligibility criteria or fail to submit the required documentary evidence shall be treated as **non-responsive** and may be summarily rejected by **Samanvit Shiksha Sansthan (SSS)** without assigning any reason.



## **Project Timelines: -**

**Time is the essence of the Contract.** The successful bidder/supplier shall complete the procurement, supply, transportation, delivery, inspection, and deployment of **600 Nos. USHA/SINGER Craft Master Sewing Machines (Foot Operated)** strictly within the time schedule stipulated by **Samanvit Shiksha Sansthan (SSS)**. In the event of any delay in the execution of the work or failure to meet the prescribed timelines without valid reasons acceptable to SSS, appropriate penalties, including **Liquidated Damages (LD)**, shall be levied as specified under the relevant clause of this Tender Document.

## **Delivery Period: -**

**30 (Thirty) days** from the date of issuance of the **Purchase Order (PO)/Letter of Award (LoA)**.

## **Performance Security / Bank Guarantee (PBG): -**

1. The successful bidder shall furnish a **Performance Bank Guarantee (PBG)** to **Samanvit Shiksha Sansthan (SSS)** equivalent to **5% (Five Percent)** of the total Contract Value. The PBG shall remain valid for the **entire warranty period plus an additional 02 (Two) months claim period** and shall be submitted in the form of an **irrevocable Bank Guarantee issued by a Scheduled Commercial Bank** or a **Banker's Cheque/Demand Draft** drawn in favour of **Samanvit Shiksha Sansthan**, payable at **New Delhi**. The successful bidder shall submit a scanned copy of the PBG through e-mail at [sss2003india@gmail.com](mailto:sss2003india@gmail.com) and shall also ensure submission of the original hard copy to the registered office of **Samanvit Shiksha Sansthan, F-105, Kanishka Complex, Samachar Market, Mayur Vihar Phase-I (Extn.), Delhi – 110091**, within **10 (Ten) days** from the date of issuance of the Purchase Order (PO)/Letter of Award (LoA).

*(The prescribed PBG Format is enclosed at **Annexure – F**.)*

2. **No payment shall be released** until the Performance Bank Guarantee (PBG) is submitted and accepted by **Samanvit Shiksha Sansthan (SSS)**. Failure to furnish the PBG within the stipulated period may result in cancellation/termination of the Contract, forfeiture of the Earnest Money Deposit (EMD), if applicable, and execution of the work at the bidder's risk and cost.
3. **Samanvit Shiksha Sansthan (SSS)** shall have the right to invoke, deduct, or recover any amount from the Performance Bank Guarantee towards compensation for any loss, damages, penalties, liquidated damages, or failure on the part of the successful bidder to perform or fulfil its contractual obligations in accordance with the terms and conditions of the Contract.

## **Payment Terms: -**

1. **No advance payment** shall be made to the successful bidder under this Contract.
2. **80% (Eighty Percent)** of the total Contract Value shall be released upon successful supply and delivery of **600 Nos. USHA/SINGER Craft Master Sewing Machines (Foot Operated)** at the designated distribution location(s) specified by **Samanvit Shiksha Sansthan (SSS)**, subject to satisfactory inspection and submission of the **Performance Bank Guarantee (PBG)** equivalent to **5%** of the total Contract Value.
3. The **remaining 20% (Twenty Percent)** of the Contract Value shall be released after successful inspection, deployment, distribution, and acceptance of the sewing machines by **Samanvit Shiksha Sansthan (SSS)** or its authorized representative, along with submission of all required documents, within **30 (Thirty) days** from the date of successful completion of the supply and distribution.
4. Payments shall be subject to deductions of any amount for which the successful bidder is liable under the Contract or the respective Purchase Order/Work Order. Further, all payments shall be made after deduction of **TDS (Tax Deducted at Source)** and other



applicable statutory taxes and deductions as per the provisions of the **Income-tax Act, 1961**, GST laws, and other applicable Government regulations.

5. **All payments shall be made in Indian Rupees (INR) only** through electronic transfer to the successful bidder's designated bank account.
6. The successful bidder shall submit all relevant documents, including **Tax Invoice, Delivery Challans, Proof of Delivery, Acceptance Certificate duly signed by the authorized representative of Samanvit Shiksha Sansthan (SSS), Performance Bank Guarantee (PBG), Warranty Certificates, Product Catalogues (if required), and any other documents specified in the Contract**, for processing of payment.

### **Liquidated Damages (LD): -**

To ensure that the supplier/ seller supply the material/ services within the stipulated delivery period, Liquidated Damages (LD) are invariably given in the terms of purchase as under:

- a) As LD a sum equal to 1% of the price of any material/ store/ services not delivered or total value in case where part delivery is of no use to the Samanvit Shiksha Sansthan, for a week or part of week subject to maximum limit of 10% of the total order may be recovered from the supplier/ sellers. In such cases, Samanvit Shiksha Sansthan Limited also reserves the right to cancel the order and forfeit the Performance Guarantee and/ or may also debar the supplier/ seller from future purchases. On placement of order, Performance Guarantee will be submitted or EMD will get converted/ adjusted in Performance Guarantee and as such on default it gets forfeited as Performance Guarantee.
- b) LD can be recovered from any dues of the bidder/ seller.
- c) If the bidder/ seller fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the buyer to forfeit either in whole or in part, the Performance Security furnished by the bidder/ seller.
- d) PBG/ EMD shall be forfeited in cases of non-performance also.



**Vendor Profile Form**

|   |                                                                                                                   |           |                                               |  |
|---|-------------------------------------------------------------------------------------------------------------------|-----------|-----------------------------------------------|--|
| 1 | Name & Legal Status of the Bidder                                                                                 |           |                                               |  |
| 2 | Organization Registration Details (Incorporation or Commencement of Business/ Other Statutory Registrations etc.) |           | Date of Incorporation/ Registration:          |  |
| 3 | GST Number:                                                                                                       |           | PAN Number:                                   |  |
| 4 | Registered/ Corporate office Address of the Bidder                                                                |           |                                               |  |
|   | Address & Contact Details (E-Mail, Ph. Nos. etc.) of Proprietor/ Directors of the Bidders                         | 1)        | DIN No.                                       |  |
|   |                                                                                                                   | 2)        | DIN No.                                       |  |
|   |                                                                                                                   | 3)        | DIN No.                                       |  |
|   | Delhi (NCR) Office Address if any & Contact Details:                                                              |           |                                               |  |
|   | Names and Designations of the persons authorized for single point interaction with Samanvit Shiksha Sansthan      |           |                                               |  |
|   | Mobile Numbers of Contact persons:                                                                                |           | E-mail of Contact persons:                    |  |
| 5 | MSME Registration:                                                                                                | (Yes/ No) | If Yes, Regd. No.:                            |  |
|   |                                                                                                                   |           | Date:                                         |  |
|   |                                                                                                                   |           | Category:                                     |  |
|   |                                                                                                                   |           | Range of Supply/ Services:                    |  |
|   | Start-up India Registration:                                                                                      | (Yes/ No) | If Yes, Regd. No.:                            |  |
|   |                                                                                                                   |           | Date:                                         |  |
|   |                                                                                                                   |           | Category:                                     |  |
|   |                                                                                                                   |           | Range of Supply/ Services:                    |  |
|   | TReDS (Trade Receivables Discounting System) Registration:                                                        | (Yes/ No) | If Yes, Regd. No:                             |  |
|   |                                                                                                                   |           | Date:                                         |  |
|   |                                                                                                                   |           | Category:                                     |  |
|   |                                                                                                                   |           | Range of Supply/ Services:                    |  |
|   | Whether SC/ST/OBC Entrepreneur? (Yes/ No)                                                                         | (Yes/ No) | (If Yes, Please provide Supporting Documents) |  |
|   | Whether Women Entrepreneur? (Yes/ No)                                                                             | (Yes/ No) | (If Yes, Please provide Supporting Documents) |  |



**NOTE: -**

- 1) As per latest GoI directives, **w.e.f. 01<sup>st</sup> Nov., 2020**, all vendors of any CPSE must provide their GeM Seller ID to be indicated compulsorily by the respective CPSEs on their Letter of Awards issued to the successful bidders.
- 2) In case of non-furnishing the required MSE registration details, benefits of MSE will be not allowed presuming the agency a non-MSE Entrepreneur.
- 3) The bidders will only be considered Women and SC/ST MSE respectively, if: -
  - (i) In case of proprietary MSE, the proprietor should be Women or SC/ ST unit; and
  - (ii) In case of partnership MSE, the Women or SC/ST partners should be holding at least 51% shares in the unit; and
  - (iii) In case of private limited companies, at least 51% shares shall be held by Women or SC/ST promoters, as the case may be.



**BID FORM**

***(To be submitted on the firm's letter head duly signed & stamped by the authorized person  
– Documentary proof authorizing the person by the bidder to be attached)***

To,  
SAMANVIT SHIKSHA SANSTHAN,  
F-105, Kanishka Complex,  
Samachar Market, Mayur Vihar Phase-I (Extn.)  
Delhi-110091

Ref: Bid document No.:

Dated:

Sir/ Ma'am,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, I/Me/ We, the undersigned is deemed to have accepted without any violations and/or deviations etc. pertaining to the Bid scope, validity of quoted rates in line & pursuance to the schedule of requirements & all terms & conditions of the Bid and in conformity with the said bidding documents.

We undertake, if our bid is accepted, to deliver the services in accordance with the delivery schedule specified in the Bid/Tender/IFB/RFQ/RFP etc. documents.

If our bid is accepted, we will submit a Performance Bank Guarantee (PBG), in the form prescribed by Samanvit Shiksha Sansthan as per the Bid terms and conditions.

The same will also be treated as security deposit in case of defaults like non-delivery, cancellation, liquidated damages, penalties etc. valid during entire period of contract plus three months. The EMD will be retained by Samanvit Shiksha Sansthan till PBG is submitted.

We agree to abide by this bid for a period as per Bid offer validity required after the date fixed for opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period. I/We undertake that on completion of the validity period, unless the I/We withdraw my/our bid in writing by giving a notice of seven working days, it will be deemed to be valid until such time that I/we formally withdraw my/our bid.

Herein, we declare:

1. That we have a team of technically qualified officials and have state-of-the-art infrastructure, and that our premises are equipped with all the facilities specified in the document.
2. We hereby offer to supply the Goods and Services at the prices and rates mentioned by us in the Financial Bid format/Schedule.
3. We have satisfied itself as to the correctness and sufficiency of the Contract Price cover all its obligations under the Contract.
4. We enclose herewith the complete Pre-Qualification (PQ)/Eligibility Criteria Bid as required by buyer.
5. We have carefully read and understood the terms and conditions of the bid document and the conditions of the contract applicable to the bid document and we do hereby undertake to supply as per these terms and conditions.
6. Certified that the bidder is a company and the person signing the document is the constituted attorney.
7. We do hereby undertake, that, until a formal work order is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the work order, shall constitute a binding contract between us.



8. We do hereby confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We also confirm that we have not changed/ modified the bid documents as appeared in the website/ issued by you and in case of such observance at any stage, it shall be treated as null and void.
9. We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, integrity pact (if applicable) and acceptance to reverse auctioning process.
10. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.
11. We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Dated this day \_\_\_\_ of 20\_\_

Signature of Authorized Signatory of Bidder

Official E-mail:

Contact Person Name:

Contact Person Mobile No:

Contact Person email:



**UNDERTAKING ON COMPLIANCE OF BID REQUIREMENTS**  
**ALONG WITH TERMS & CONDITIONS**

***(To be submitted on the firm's letter head and signed by an authorized person -  
documentary proof authorizing the person by the bidder to be attached)***

I/We hereby undertake that I/ We have examined/ perused, studied, and understood the Bid no. \_\_\_\_\_ dated \_\_\_\_\_ and any corrigendum/ addendum/ clarification etc. completely and have submitted my/our bid in pursuance to the said documents.

I/We hereby undertake that I/We understand that the Scope of Work and Requirement of this Bid is indicative only and not exhaustive in any manner. I/We understand that the Scope of work may undergo minor changes as per prevailing Samanvit Shiksha Sansthan requirements at the time of award and/or signing of contract.

I/We hereby undertake that we shall comply with the Scope of work and requirements and Bid terms and conditions completely and there are no deviations and/or submissions and/or clarifications of any manner and/or sort and/or kind in this regard from my/our side.

I/We hereby undertake to provide the further requisite OEM authorization as and when required as per bid terms and/or asked by Samanvit Shiksha Sansthan, as per the solution and/or requirements, as decided by Samanvit Shiksha Sansthan at their discretion.

I/We hereby undertake that I/We understand that the Samanvit Shiksha Sansthan reserves the right to float a separate Bid for the scope of work and requirements as mentioned in this Bid irrespective of the outcome of this Bid. I/We understand that in such a case I/We shall bid separately for that Bid and in no case our bid to this Bid shall be deemed as a bid for the said Bid.

I/We hereby undertake to provide the services and undertake to be the single point of contact for Samanvit Shiksha Sansthan for all services, terms, and conditions and for the entire scope of work and requirements as defined in this Bid document

I/We hereby undertake that I/We do understand that my/our bid should be as per the Bid document and should be accordingly submitted to the Samanvit Shiksha Sansthan. In case of a failure to comply and/or a variation the Samanvit Shiksha Sansthan has got sole discretion to consider or disqualify my/our bid for the Bid and I/We shall be not having any claim of any sort/kind/form on the same.

I/We agree to bind by this bid for a period as per Bid offer validity required after the date fixed for opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period and till the time I/We after the expiry of the bid validity period formally withdraw my/our response in writing with a notice period of seven working days and associated terms and conditions and as specified in the Bid document and in all such cases my/our bid shall be deemed to be valid.

I/We hereby attach the duly signed and stamped Bid document as an acceptance and compliance of Bid specifications and terms & conditions with the technical response without any deviations and/or submissions and/or clarifications of any manner and/or sort and/or kind in this regard from my/our side.

I/We understand that mentioning of any pre-requisites, presumptions, assumptions, hiding/ twisting/ deletion/ reduction/ manipulation/ disguising of scope of work and/or application features and/or infrastructure and/or project deliverables etc. in any form and/or by any means and/or under any head shall not be constituted as a part of the bid and in case of award of the Bid the same should not be claimed by me/us while award and/or subsequent execution of work. The decision of Samanvit Shiksha Sansthan on such issues shall be binding on me/us and the same cannot be arbitrated upon by me/us.



I/We hereby undertake that we abide by all the terms and conditions mentioned in the Bid along with corrigendum, if any

I/We hereby undertake that I/We shall meet all business requirements of Samanvit Shiksha Sansthan and shall provide the same solution as proposed in the bid document during contract period. In case of a default Samanvit Shiksha Sansthan can levy liquidated damages on myself/ourselves as per Bid terms and conditions.

I/We hereby declare that our company/ organization has not been blacklisted, debarred, banned or disqualified by any Government or any Government agencies including PSUs during a period of last five years.

I/We understand that at any stage during the tenure of the contract if it is found that any statement or document submitted by I/We is false/forged/invalid, Samanvit Shiksha Sansthan has discretion to terminate the contract and get the work done through third party as per the risk purchase clause mentioned in this Bid.

I/We hereby affirm that our bid is valid for the period including the deemed period as specified in the Bid document.

I/We hereby undertake that I/ We have no conflict of interest by bidding in this Bid with the said assignment in case the same is established I / We hereby undertake and deemed to be debarred from not only this Bid but all other Bids of Samanvit Shiksha Sansthan as decided by Samanvit Shiksha Sansthan at its discretion. Further, without Samanvit Shiksha Sansthan's prior written consent, I/We will not disclose the Contract, or any provision thereof, or any specification, plan, software code, sample of information furnished by or on behalf of Samanvit Shiksha Sansthan or get access to in connection therewith, to any person other than a person employed by the me/us in/ for the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance only. For any breach I/ We shall be deemed to be solely responsible for the same and unconditionally agree to any liquidated and/or penal provisions levied on me/ us in this regard by Samanvit Shiksha Sansthan without any contest from my/ our side.

Signature of Authorized Signatory

Name of the Signatory: -

Place & Date: -

Company Name & Company Seal



**FORMAT OF PERFORMANCE BANK GUARANTEE (PBG)**

SAMANVIT SHIKSHA SANSTHAN,  
F-105, Kanishka Complex,  
Samachar Market, Mayur Vihar Phase-I (Extn.)  
Delhi-110091

(With due stamp duty if applicable) OUR LETTER OF GUARANTEE NO.:

In consideration of Samanvit Shiksha Sansthan, having its office at \_\_\_\_\_ (Hereinafter referred to as "Samanvit Shiksha Sansthan" which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having entered into an agreement dated \_\_\_\_\_ / issued Purchase Order No. \_\_\_\_\_ Dated \_\_\_\_\_ with/ on M/s \_\_\_\_\_ (Hereinafter referred to as "The Supplier" which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Supplier having unequivocally accepted to supply the materials as per terms and conditions given in the Agreement dated \_\_\_\_\_ / Purchase Order No. \_\_\_\_\_

\_\_\_\_\_ Dated \_\_\_\_\_ and Samanvit Shiksha Sansthan having agreed that the Supplier shall furnish to Samanvit Shiksha Sansthan a Performance Guarantee for the faithful performance of the entire contract, to the extent of 5% (five percent) or prevailing percentage of performance security notified by Govt. of India / PCM division from time to time shall be applicable) (or the percentage as per the individual case) of the value of the Purchase Order i.e. for \_\_\_\_\_.

We, \_\_\_\_\_ ("The Bank") which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. \_\_\_\_\_

\_\_\_\_\_ in your favour for account of \_\_\_\_\_ (The Supplier) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/ Purchase Order. Hereby, we undertake to pay up to but not exceeding \_\_\_\_\_

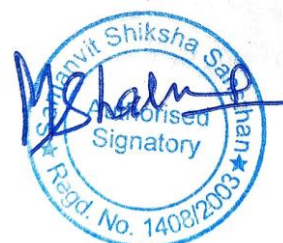
\_\_\_\_\_ (say only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Supplier having failed to perform the Agreement and despite any contestation on the part of above named supplier.

This Letter of Guarantee will expire on \_\_\_\_\_ plus 60 (Sixty) days of claim period and any claims made hereunder must be received by us on or before expiry date/claim period after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Authorized Signature

Chief Manager/ Manager

Seal of Bank



**Format of Bank Guarantee (Earnest Money Deposit (EMD))**

This deed of Guarantee made this \_\_\_\_\_ day of 20\_\_\_\_ by \_\_\_\_\_ (Name of the Bank) having one of its branch at acting through its Manager (hereinafter called the "Bank") which expression shall wherever the context so requires includes its successors and permitted assigns in favor of Samanvit Shiksha Sansthan registered under the Society Regd. Act, 1860, having its office at (here in after called "Samanvit Shiksha Sansthan") which expression shall include its successors and assigns.

WHEREAS Samanvit Shiksha Sansthan has invited tender vide their Tender Notice No. \_\_\_\_\_ Dated \_\_\_\_\_ to be opened on \_\_\_\_\_ AND WHEREAS M/s \_\_\_\_\_ (Name of Tenderer) having its office at \_\_\_\_\_ (hereinafter called the "Tenderer"), has/have in response to aforesaid tender notice offered to supply/ do the job as contained in the tender.

AND WHEREAS the Tenderer is required to furnish to Samanvit Shiksha Sansthan a Bank Guarantee for a sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) as Earnest Money for participation in the Tender aforesaid.

AND WHEREAS, we \_\_\_\_\_ (Name of the Bank) have at the request of the tenderer agree to give Samanvit Shiksha Sansthan this as hereinafter contained.

NOW, THEREFORE, in consideration of the promises we, the undersigned, hereby covenant that, the aforesaid Tender shall remain open for acceptance by Samanvit Shiksha Sansthan during the period of validity as mentioned in the Tender or any extension thereof as Samanvit Shiksha Sansthan and the Tenderer may subsequently agree and if the Tenderer for any reason back out, whether expressly or impliedly, from his said Tender during the period of its validity or any extension thereof as aforesaid or fail to furnish Bank Guarantee for performance as per terms of the aforesaid Tender, we hereby undertake to pay Samanvit Shiksha Sansthan, Delhi on demand without demur to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only).

We further agree as follows: -

1. That Samanvit Shiksha Sansthan may without affecting this guarantee extend the period of validity of the said Tender or grant other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender or thereby modify these conditions or add there to any further conditions as may be mutually agreed to in between Samanvit Shiksha Sansthan and the Tenderer AND the said Bank shall not be released from its liability under these presents by an exercise by Samanvit Shiksha Sansthan of its liberty with reference to the matters aforesaid or by reason of time being given to the Tenderer or any other forbearance, act or omission on the part of the Samanvit Shiksha Sansthan or any indulgence by Samanvit Shiksha Sansthan to the said Tenderer or any other matter or thing whatsoever.
2. The Bank hereby waive all rights at any time in consistent with the terms of this Guarantee and the obligations of the Bank in terms thereof shall not be otherwise affected or suspended by reason of any dispute or dispute having been raised by the Tenderer (whether or not pending before any arbitrator, tribunal or court) or any denial of liability by the Tenderer stopping or preventing or purporting to stop or prevent any payment by the Bank to Samanvit Shiksha Sansthan in terms thereof.



3. We the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of Samanvit Shiksha Sansthan in writing and agree that any change in the constitution, winding up, dissolution or insolvency of the Tenderer, the said Bank shall not be discharged from their liability.

NOTWITHSTANDING anything contained above, the liability of the Bank in respect of this Guarantee is restricted to the said sum of Rs. (Rupees Only) and this Guarantee shall remain in force till unless a claim under this guarantee is filed with the bank within 60 (Sixty) days from this date or the extended date, as the case may be i.e. up to all rights under this Guarantee shall lapse and the Bank be discharged from all liabilities hereunder.

In witness whereof the Bank has subscribed and set its name and seal here under.

Authorized Signature

Seal of Bank



**INTEGRITY PACT**

(To be executed on a non-judicial Stamp Paper of ₹100/-)

This INTEGRITY PACT is made and executed at \_\_\_\_\_ on this day of \_\_\_\_\_, 20\_\_\_\_  
("Integrity Pact")

Between

Samanvit Shiksha Sansthan a NGO registered under the Society Registration Act, 1860 and having its registered office at 1313, Ward No.14, Arun Vihar, Sector-37, Noida, Gautam Buddha Nagar – 201303 (Uttar Pradesh) (hereinafter referred to as "**Samanvit Shiksha Sansthan**") which expression shall include its successors and permitted assigns) on one part.

and

\_\_\_\_\_, a [company/ firm] registered under \_\_\_\_\_ and having its registered office at \_\_\_\_\_ hereinafter referred to as "**The Bidder/ Contractor**" (which expression shall include its successors and permitted assigns) on the other part

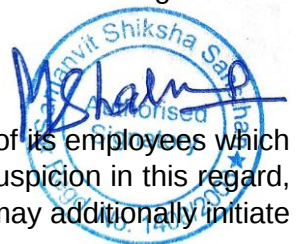
Samanvit Shiksha Sansthan intends to award contract for \_\_\_\_\_, under and in accordance with laid down organizational procedures. Samanvit Shiksha Sansthan values full compliance with all relevant laws of the land, rules, regulations, economical use of resources, and fairness / transparency in its relations with its Bidder(s) and/ or Contractor(s).

To achieve these goals, Samanvit Shiksha Sansthan shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the abovementioned principles.

**Section-1**

**Commitments of the Samanvit Shiksha Sansthan**

- 1) Samanvit Shiksha Sansthan commits to take all measures necessary to prevent corruption and to observe the following principles: -
  - a. No employee of Samanvit Shiksha Sansthan, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or any third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. Samanvit Shiksha Sansthan shall treat all Bidder(s) with equity and reason during the tender process. Samanvit Shiksha Sansthan shall, in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in the tender process or the contract execution.
  - c. Samanvit Shiksha Sansthan shall exclude from the process all known persons having a conflict of interest.
- 2) If Samanvit Shiksha Sansthan 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, Samanvit Shiksha Sansthan shall inform the Chief Vigilance Officer and may additionally initiate disciplinary proceedings.



## Section-2

### Commitments and Undertakings by the Bidder(s)/ Contractor(s)

- 1) The Bidder(s)/ Contractor(s) commits and undertakes to take all measures necessary to prevent malpractices and corruption. The Bidder(s)/ Contractor(s) commits to observe the following principles during participation in the tender process and the contract execution.
  - a. The Bidder(s)/ Contractor(s) shall not, directly or through any other person or firm, offer, promise or give to any of Samanvit Shiksha Sansthan's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which they are not legally entitled to, in order to obtain an advantage of any kind whatsoever during the tender process or the execution of the contract.
  - b. The Bidder(s)/ Contractor(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in violation of the Competition Act, 2002 (as amended from time to time). 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 cartelisation in the tender process.
  - c. The Bidder(s)/ Contractor(s) shall not commit any offence under the relevant IPC/PC Act; further, the Bidder(s)/ Contractor(s) shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by Samanvit Shiksha Sansthan as part of business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign representatives, 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 said Guidelines, all the payments made to the Indian agent/representative shall be in Indian Rupees only.
  - e. The Bidder(s)/ Contractor(s) shall, when presenting their bid, disclose any and all payments made, committed to be made, or intends to made to agents, brokers, or any other intermediaries in connection with the award of the contract.
  - f. The 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.
- 2) The Bidder(s)/ Contractor(s) shall not instigate third persons to commit offences outlined above or be an accessory to such offences.



### **Section-3**

#### **Disqualification from the tender process and exclusion from future contracts**

1. 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 that may put its reliability or credibility in question, Samanvit Shiksha Sansthan shall be entitled to disqualify such Bidder(s)/Contractor(s) from the tender process or terminate the contract, if already signed.
2. If the Bidder/ Contractor has committed a transgression through a violation of Section 2 that may put its reliability or credibility into question, Samanvit Shiksha Sansthan may after following due procedures also exclude such Bidder/Contractor from participating in future contract award processes. The imposition and duration of such exclusion will be determined by Samanvit Shiksha Sansthan depending on the severity of the transgression. The severity will be determined by the circumstances of the case, and may take into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/ Contractor and the amount involved. The exclusion will be imposed for a minimum of 12 months and maximum of 3 years.
3. If the Bidder/Contractor can prove that it has restored/recouped the damage/ loss caused by it and has set-up a suitable corruption prevention systems, procedures and mechanisms, Samanvit Shiksha Sansthan may revoke the exclusion prematurely in its sole discretion.

### **Section-4**

#### **Compensation for Damages**

- 1) If Samanvit Shiksha Sansthan has disqualified a Bidder(s) from any tender process before the award according to Section 3, Samanvit Shiksha Sansthan shall be entitled to invoke the Earnest Money Deposit/ Bid Security in the form of Insurance Surety Bond submitted by such Bidder apart from exercising any other legal right that Samanvit Shiksha Sansthan may have in accordance with applicable law.
- 2) If Samanvit Shiksha Sansthan has terminated the contract according to Section 3, or i is entitled to terminate the contract according to Section 3, Samanvit Shiksha Sansthan shall be entitled to forfeit the Performance Bank Guarantee/Performance Security in the form of Insurance Surety Bond of such Bidder/Contractor besides taking any other legal recourse against such Bidder/Contractor.

### **Section-5**

#### **Previous transgression**

- 1) The Bidder declares that no previous transgressions have occurred in immediately preceding three years with any Public Sector Enterprise or Government Department that could cause its exclusion from the tender process.
- 2) If the Bidder makes an incorrect statement on this subject, the Bidder shall be disqualified from the tender process or the contract, if already awarded, shall be terminated.



## **Section-6**

### **Equal treatment of all Bidders / Contractors / Subcontractors**

In the case of Sub-contracting, the Principal Contractor shall take responsibility for adoption of this Integrity Pact by the Sub-contractor.

- a. Samanvit Shiksha Sansthan shall enter into agreements with identical conditions as set out in this Integrity Pact with all Bidders and Contractors.
- b. Samanvit Shiksha Sansthan shall have the right to disqualify from the tender process all bidders who do not sign this Pact or violate any of its provisions.

## **Section-7**

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

If Samanvit Shiksha Sansthan obtains knowledge of any conduct of a Bidder/Contractor, its Subcontractor, employee, representative or an allied firm of a Bidder/Contractor or Subcontractor which constitutes corruption, or if the Samanvit Shiksha Sansthan has substantive suspicion in this regard, Samanvit Shiksha Sansthan shall inform the same to the Chief Vigilance Officer.

## **Section-8**

### **Independent External Monitor (IEM)**

- 1) Samanvit Shiksha Sansthan shall appoint competent and credible Independent External Monitor(s) for this Pact after approval by the Central Vigilance Commission. The task of the IEM is to review, independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact. The IEM shall also examine all the representations/grievances/complaints received by them from the Bidder(s) or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding system, tendering method, eligibility conditions, bid evaluation criteria, commercial terms and conditions, choice of technology/specifications, etc.
- 2) The IEM is not subject to or bound by instructions of the parties' representatives and performs their functions neutrally and independently. The IEM would have access to all Contract documents whenever required. They report to the Management of the Samanvit Shiksha Sansthan (i.e., Secretary, Samanvit Shiksha Sansthan).
- 3) The IEMs would also have the access to all documents/records pertaining to the tender for which a complaint or issue is raised before them, as and when warranted.
- 4) The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction, all Project documentation of the Samanvit Shiksha Sansthan, including that provided by the Contractor. Upon their request and demonstration of a valid interest, the Contractor shall also grant the IEM unrestricted and unconditional access to their project documentation. The same applies to Subcontractors.
- 5) The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The IEM has also signed declarations on 'Non-Disclosure of Confidential Information' and 'Absence of Conflict of Interest.' In case of any conflict of interest arising later, the IEM shall inform the Management of the Samanvit Shiksha Sansthan and recuse themselves from that case.
- 6) The Samanvit Shiksha Sansthan shall provide the IEM with sufficient information about all meetings among the parties related to the Project, provided such meetings could impact the contractual relations between the Samanvit Shiksha Sansthan and the Contractor. The parties offer the IEM the option to participate in such meetings.



- 7) As soon as the IEM notices or believes that a violation of this Integrity Pact has occurred, they shall inform the Management of the Samanvit Shiksha Sansthan and request the Management to discontinue or take corrective action or other relevant action. The IEM can in this regard submit non-binding recommendations. The IEM shall however not demand the parties to act or refrain from acting or tolerate any action in a specific manner.
- 8) The IEM shall submit a written report to the Management of the Samanvit Shiksha Sansthan, within 8 to 10 weeks from the date of reference or intimation to him by the Samanvit Shiksha Sansthan and, should the occasion arise, submit proposals for correcting problematic situations.
- 9) If the IEM has reported to the Management of the Samanvit Shiksha Sansthan a substantiated suspicion of an offence under the relevant IPC/ PC Act, and the Management of the Samanvit Shiksha Sansthan has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEM may also transmit this information directly to the Central Vigilance Commissioner.
- 10) The word '**IEM**' would include both singular and plural.

## **Section-9**

### **Pact Duration**

This Pact becomes effective upon execution by both parties and expires for the Contractor 12 months after the last payment under the contract is made, and for all other unsuccessful Bidders, 6 months after the contract has been awarded.

If any claim is made / lodged during the term of this Pact, 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 the Management of the Samanvit Shiksha Sansthan.

## **Section-10**

### **Other provisions**

- 1) This Integrity Pact is subject to Indian Law. The place of performance and jurisdiction shall be New Delhi. The Arbitration clause provided in main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- 2) Changes, supplements, and termination notices must be submitted in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium/joint venture, this Integrity Pact must be signed by all partners or consortium members.
- 4) In case of Sub-Contracting, this Integrity Pact must be signed between Samanvit Shiksha Sansthan, Bidder and all Sub-Contractors.
- 5) Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties shall strive to come to an agreement according 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 Annex, the Clause in the Integrity Pact shall prevail.
- 8) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceeding.

(For & On behalf of the Samanvit Shiksha Sansthan) (For and on behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Witness 1: \_\_\_\_\_

Witness1: \_\_\_\_\_



**ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION (RA)**  
**EVENT**

***(To be signed and stamped by the bidder and submitted as an Affidavit duly notarized/ Attested as per Govt. of India norms)***

In a bid to make our entire procurement process fairer and more transparent, Samanvit Shiksha Sansthan intends to use the reverse auctions as an integral part of the entire tendering process.

The following terms and conditions are accepted by the bidder on participation in the bid event:

1. Samanvit Shiksha Sansthan decision to award the work would be final and binding on the suppliers/ bidders.
2. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of Samanvit Shiksha Sansthan, bid process, bid technology, bid documentation and bid details to any other party.
3. The bidder is advised to fully make aware themselves of auto bid process and ensure their participation in the event of reverse auction, failing which Samanvit Shiksha Sansthan will not be liable in any way.
4. In case of bidding through Internet medium, bidders are further advised to ensure availability of the infrastructure as required at their end to participate in the auction event. Inability to bid due to internet response issues, software or hardware hangs, power failure or any other reason shall not be the responsibility of Samanvit Shiksha Sansthan.
5. In case of intranet medium, Samanvit Shiksha Sansthan shall provide the infrastructure to bidders. Further, Samanvit Shiksha Sansthan has sole discretion to extend or restart the auction event in case of any glitches in infrastructure observed which has restricted the bidders to submit the bids to ensure fair & transparent competitive bidding. In case an auction event is restarted, the best bid as already available in the system shall become the basis for determining start price of the new auction.
6. In case the bidder fails to participate in the auction event due any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid as submitted by the bidder as a part of the tender shall be considered as the bidder's final no regret offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be out rightly rejected by Samanvit Shiksha Sansthan.
7. The bidder shall be prepared with competitive price quotes on the day of the bidding event.
8. The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR at site.
9. The prices submitted by a bidder during the auction event shall be binding on the bidder.
10. No requests for time extension of the auction event shall be considered by Samanvit Shiksha Sansthan.
11. The original price bids of the bidders shall be reduced on pro-rata basis against each line item based on the final all-inclusive prices offered during conclusion of the auction event for arriving at Contract amount.

**Signature & Seal of the Bidder**



**Undertaking related to ESG**  
***(To be submitted on Company's letter head)***

1. Name of the Agency:
2. Address of Agency:

We herewith declare that –

1. We adheres to fair labour practices, ensuring a safe working environment, fair wages, and compliance with applicable labour laws.
2. We upholds ethical business conduct, including anti-corruption measures.
3. We provide products that are environmentally sustainable, have consciously minimized carbon footprints in the production or sourcing process and invariably incorporate a minimum percentage of recycled materials wherever applicable.
4. We encourage diversity and inclusion within its organization and supply chains and complies with health and safety regulations, ensuring the well-being of their employees.

It is certified that the information furnished above is true and correct.

(Signature of Authorized Signatory)  
(With Official Seal)

Date: -

Place: -

**Note:**

- For all procurement related to services and IT related equipment, all the points (1 to 4) will be applicable.
- For other goods, point no. 1 & 2 will be applicable and point 3 & 4 has to be decided by indenting division on case-to-case basis.

