

BOSE INSTITUTE
Unified Academic Campus
Block EN, Sector V
Kolkata – 700 091 (INDIA)

Reference : Pre-bid Conference held on 17-08-2023 at 1:00 p.m. in the Purchase Section Committee room at UAC regarding tender no. BI-K/E-TEND/04/2023-24 with tender id 2023_BIK_766459_1 for 24 hours Watch and Ward service Engagement of Ex-Servicemen through Directorate General of Resettlement DGR Ministry of Defence GOI as security personnel at Bose Institute

Members present :

1. Prof. Pallob Kundu, Chairman, Security Committee, Bose Institute.
2. Mr. Sougato Banerjee, Asst. Registrar, Bose Institute
3. Ms. Ananya Malgope, O.S., Bose Institute.

Bidders present ::

1. Mr. Mrityunjoy Das from M/s. Tamal Chowdhury Security Agency
2. Mr. Sanjay Kumar Ray from M/s. Sanjay Kumar Ray Security Agency

Resolution :: No amendment had been suggested by the Bidders present.

Addendum from Institute's side :

1. Appendix to Para 15 of Sponsorship Letter
2. Pre-contract Integrity Pact

(Appendix to Para 15 of Sponsorship Letter)

[ADVICE & INSTRUCTION TO THE PRINCIPAL EMPLOYER, PROPRIETORS / DIRECTORS]

1. In case the Principal Employer does not contact DGR sponsored agencies / companies / corporation within 30 days of signing of the Sponsorship Letter, then the DGR sponsored agencies should establish contact with the Principal Employer.
2. **Tendering.** On the basis of Sponsorship Letter the Principal Employer would carry out **tendering** by inviting Technical Company (TEC) and / or commercial bid from DGR **sponsored** agencies or corporations **only**. DGR **empanelled** agencies / companies are not eligible for participating in the Tender Enquiry directly i.e. **without DGR sponsorship**. In case the Principal Employer calls for e-tendering, all **DGR sponsored** agencies / corporations will comply with creation of ID's on the e-procurement / application (GePNIC, etc) as desired by the PSU's for participation in tendering process in addition to the **possession of requisite Digital token / E-token. DGR Sponsored security agencies do not require minimum experience, minimum turnover and charges for tender document.**
3. **Contract Agreement.** Justified specific / peculiar requirements of the PSU may be built in the contract agreement with the proprietor post approval of Competent Authority.
4. **Last Minute Cancellation of Requisitions by PSUs / Principal Employers.** It has been observed that last minute cancellation of requisition by Principal Employer / PSU in cases where proprietors got overage after allotment of sponsorship had deprived them of their legal dues (as no further sponsorship can be made because of overage). This has resulted in stern representation by proprietors in the form of PMOG/ RTIs/ E-mail or letter to RM, Secy (DESW), DG(R) etc. PSUs are advised to follow due diligence in such cases and take necessary measures so that welfare of ESM fraternity is ensured, and no Ex-Servicemen in getting overage.
5. **Commercial Quote.** While prospective service providers are free to quote the price for service(s) outlined in the Tender Enquiry by the Principal Employer, **the price so quoted shall not be below the promulgated minimum rates in accordance with DGR Wage Notifications.** The Security Agency will be **paid service charges @ 10 % of the total bill** by the Principal Employer. The expenses towards GST / any other statutory taxes will be borne by the Principal employer as per prevailing rates. The costing by these service providers is to factor all quality expectations outlined in the Tender Enquiry and the Office Memorandum No 28(75)/2020-D(Res-I) dated 13 May 21 issued by Gol/MoD. The prospective service providers are encouraged to survey the environment to assess the realistic cost of delivering the expected services in effective and efficient manner.
6. **In the eventuality of all the DGR sponsored Agencies quoting the same rates, the Principal Employer will award the contract to the senior most sponsored Agency.** The order of seniority of sponsored agencies / private limited companies / corporation has been **indicated in the sponsorship letter.**
7. **Tender Closure Report** : The Principal Employer **as well as** the agency / company / corporation are to intimate the DGR of the outcome of the sponsorship within 07 days from the expiry of the validity of the sponsorship letter. (vide Para 8 (b) (i) of Office Memorandum No 28(75)/2020-D(Res-I) dated 13 May 21. **(Tender Closure Report: Format available on DGR Web Site).**
8. **In case the Principal Employer or the proprietors/directors fail to inform the DGR of the outcome of the sponsorship as mentioned above, further sponsorship in their respect will not be done till compliance.**
9. The Proprietor / Director of the agency /company awarded the contract should produce the following in person at the time of signing of the contract, and the Principal Employer will verify the same:-
 - (a) Copy of the DGR Sponsorship Letter
 - (b) Original copy of DGR Empanelment Certificate (with photograph and signature of Proprietor/Directors).
 - (c) PSARA License for the State of operation of the security agency.
 - (d) All other documents as stipulated in the tender document.

10. **The proprietor will present himself in person for all dealings with Principal Employers. No dealing through representatives on Power of Attorney are permitted (refer Para 16 (b) of the OM dated 13 May 2021).** Further, holder of Power of Attorney / representative of Proprietor / Director is not authorised to conclude the contract with the Principal Employer.
11. **A Maximum of 10% of Non ESM personal can be employed by the Security Agency/ State ESM Corporations. Any violation in this aspect will lead to dis-empnelment as per Para- 8 (a) (i) of the Office Memorandum No No 28(75)/2020-D (Res-I) dated 13 May 21.**
12. **Principal Employers cannot suo-moto extend duration of the contract of Security Agency/ Proprietor. DGR will reserve the right in this regard. Any violation in this regard will lead to cancellation of the contract as well as dis-empnelment of the Proprietor in accordance with Para 10 (c) of GOI MoD OM.**
13. **All security agencies mentioned in a sponsorship letter are bound to participate in the tendering process carried out by the PSU for award of contract. Administrative action will be taken by DGR against all those security agencies who did not participate in the tendering process.**
14. **Earnest Money Deposit / Contract Performance Guarantee (CPG) / Bank Guarantee : DGR sponsored ESM are not required to deposit Earnest Money Deposit (EMD). However depending on the nature of service being provided a DGR sponsored ESM may be asked to deposit EMD/CPG or Bank Guarantee up to a maximum limit not exceeding 10 percent of One month's wage bill. The same will be deducted from the ESM's Monthly service charges in installments as mutually agreed by the ESM and the Principal Employer.**
15. **In addition to the above all instructions of the Office Memorandum No 28(75)/2020-D(Res-I) dated 13 May 21 should be strictly followed.**

PRE CONTRACT INTEGRITY PACT

General

<p>This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2023/2024, between, on one hand, the Director, Bose Institute acting through Shri....., Designation of the officer, Bose Institute (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s_____ represented by Shri_____, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.</p> <p>WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India</p>	
<p>NOW, THEREFORE, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-</p> <p>Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and</p>	
<p>Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.</p>	
<p>The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:</p>	
<p><u>Commitments of the BUYER</u></p>	
1.1	<p>The BUYER undertakes that no official of the BUYER, connected directly or indirectly with 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 their party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.</p>
1.1.1	<p>The BUYER will, during pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.</p>

1.1.2	All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2	In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER 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 BUYER the proceedings under the contract would not be stalled.
	<u>Commitments of BIDDERS</u>
3	The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
3.1	The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, 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.
3.2	The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER 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 disfavour to any person in relation to the contract or any other contract with the Government.
3.3	BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
3.4	BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
3.5	The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6	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 BUYER 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.
3.7	The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
3.8	The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
3.9	The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
3.10	The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
3.11	The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
3.12	If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
3.13	The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.
4	<u>Previous Transgression</u>
4.1	The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Section Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
4.2	The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.
5	<u>Sanctions for Violations</u>
5.1	Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

	<ul style="list-style-type: none"> (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue. (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore. (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER. (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
	<ul style="list-style-type: none"> (v) 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 BUYER, along with interest. (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such (vii) Cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER. (viii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER. (ix) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract. (x) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened. (xi) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
5.2	The BUYER will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.
5.3	The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER

	can approach the independent Monitor(s) appointed for the purposes of this Pact.
6	<u>Fall Clause</u>
6.1	The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.
7	<u>Independent Monitors</u>
7.1	The BUYER has appointed independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Independent External Monitors appointed by CVC for the tender - Shri Umakant Lal,, IPS (Retd.) [umakantlal@yahoo.co.in] & Shri Vishnu Agarwal, Director (F), MRPL (Retd.) [agrawal.vishnu@gmail.com])
7.2	The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
7.3	The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
7.4	Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
7.5	As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
7.6	The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
7.7	The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
7.8	The Monitor will submit a written report to the designated Authority or BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

8	<u>Facilitation of Investigation</u> In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.
9	<u>Law and Place of Jurisdiction</u> This Pact is subject to Indian Law. All disputes arising out of this Contract will be subjected to Kolkata jurisdiction.
10	<u>Other Legal Actions</u> 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.
11	<u>Validity</u>
11.1	The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
12	Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
13	The parties hereby sign this Integrity Pact at _____ on _____

BUYER

Name of the Officer:

Designation

BOSE INSTITUTE

BIDDER

CHIEF EXECUTIVE OFFICER

Witness

1. _____

2. _____

Witness

1. _____

2. _____

*Provisions of these clauses would need to be amended / deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

- The bidders may note that they must upload the Integrity Pact signed by both the bidder as well as the buyer (Institute) in an appropriate stamp paper and upload the same alongwith the bidding document in the portal and hard copy must be submitted in the Purchase Cell of Bose Institute before the date of opening of the tender.
- Failure of submission of the same as stated above would render the bidder liable to be rejected.
- In the event of any dispute between BI and the selected vendor as per the IP applicable, the disputes may be settled through mediation before the panel of IEM's in on time bound manner. The mediation rule to be adopted is to be decided in appropriate manner.