



e - Tender

Service Contract for Providing Security Guards at

Office Premises of

Export-Import Bank of India in Mumbai

Phone No: +91-22 22172826

Fax: +91-22 22184529

Website: www.eximbankindia.in

E-Mail: administration@eximbankindia.in

Address--

**Centre One Building
Floor 21, World Trade Centre Complex
Cuffe Parade, Mumbai-400 005**

TENDER DOCUMENTS FOR SERVICE CONTRACT FOR SECURITY GUARDS.

TENDER DOCUMENT COST : Rs. 5,000/- (Favoring Export Import Bank of India)

EMD AMOUNT : Rs.50,000/-

DATE OF ONLINE ISSUE : 12/03/2018 10:00 Hrs.

DOCUMENT DOWNLOADING : 13/03/2018 11:00 Hrs.

START DATE AND TIME

DOCUMENT DOWNLOADING : 23/03/2018 16:00 Hrs.

END DATE AND TIME

LAST DATE AND TIME FOR : 23/03/2018 15:00 Hrs.

SUBMISSION

SYSTEM OF PRICE BID : Price bid will be opened for only technical qualified bidders.

OPENING OF TENDER : 26/03/2018 15:00 Hrs.

SITE INSPECTION : With Prior Appointment of Exim Bank

PLACE OF RECEIPT OF TENDER : <https://eximbankindiatenders.procuretiger.com>

SERVICE CONTRACT :- For 36 Months.

e-Tendering / Electronic Tendering / Web Tendering / Online Tendering is the simulation of the manual tendering process on the internet. i.e., the eligible bidders / contractors can log on to the internet site specified using unique user

name & password and place their Technical & Commercial bids. The eligible bidders will be trained by M/s. E-Procurement Technologies Ltd. personnel on the methodology of submitting the bids online using a special digital signature/electronic key / password at the date and time specified. The bids placed by the contractors are confidential and will be opened by the authorized EXIM Bank officials. No other person can gain access to the information regarding the bids, which is confidential in nature.

Closed online bid: The bidders are requested to note that the submission shall be done only online and can be downloaded only after the tender fees are paid to Exim Bank. The bidders are requested to feed the required information for technical bid and the bidders who are eligible shall upload individual item rates online during the stipulated time frame.

Minimum requirement

- 1) Computer / Laptop with internet connection
- 2) Operating System –Windows XP Service Pack-3/Vista/Window 7
- 3) Digital Certificate –Class II or III, Signing + Encryption, and it should be organizational certificate.

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1. QUOTATION BID NOTICE

The quotation bid is invited for Services Contract for providing Security Guards at Office Premises of Export-Import Bank of India at WTC, 21st floor, Center One Building, Cuffe Parade, Mumbai 400 005.

Vendor registration can be done online by opening website:

<https://eximbankindiatenders.procuretiger.com>

Click on "New Bidder Registration" link, create User Id and Password and attach your Digital Certificate. For any clarification kindly contact.

E-Procurement Technologies Ltd

A-801 – Wall Street – II,

Opposite Orient Club,

Nr. Gujrat College, Ellis Bridge,
Ahmedabad – 380 006.
Gujrat State, India

Phone: +91 (79) 40230 813 / 14/16/18/03
Fax: +91 (79) 40230847

Concerned Person: Mr. Ankit Limbachiya
Email ID: ankit.limbachiya@procuretiger.com

CONTACT INFORMATION FOR TENDER ENQUIRIES at Exim Bank.

Mr. Dayanand Shetty
Deputy General Manager
Export Import Bank of India
WTC, Cuffe Parade
Mumbai-400 005.
Phone no.022-22172836
Email Id: administration@eximbankindia.in

2. E-TENDERING PROCESS COMPLIANCE STATEMENT.

The following terms and conditions are deemed as accepted by you for participation in the bid event:

1. The price once submitted cannot be changed.
2. Technical and other non-commercial queries (not impacting price) can be routed to the contact person of EXIM Bank indicated in the Bidding process related queries could be addressed to M/s e Procurement Technologies Ltd personnel indicated in the Quotation bid Notice.
3. Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of M/s e Procurement Technologies Ltd or the EXIM Bank. However M/s e Procurement Technologies Ltd. shall make every effort to ensure availability of technology resources to enable continuous bidding.
4. M/s e Procurement Technologies Ltd does has no responsibility beyond the bid event. Order finalization and post order activities would be transacted directly between bidder and the EXIM Bank.
5. EXIM BANK does not bind itself to accept the lowest e-tender and EXIM BANK reserves itself the authority to reject any or all of the e-tenders. All e-tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
6. Bids once made cannot be withdrawn or modified under any circumstances.
7. EXIM Bank can decide to extend or reschedule or cancel the e-tendering.
8. The bidders are advised to visit <https://eximbankindiatenders.procuretiger.com> for any corrigendum etc.

I / We have read, understood and agree to abide by this e-tendering process compliance-statement.

Date :

Organization :

Name :

Designation:

Seal

Signature of the Bidder/s not required since the document is Digitally Signed.

3. MANDATORY INFORMATION

Sr.No.	Particulars	Details
1.*	Name of the Company	
2.*	Name of the Proprietor, Partners/Directors	
3.	Office Telephone Nos.	
4.*	Address	
5.	Email Address	
6.*	Year of Establishment	
7.	Registration No. / Date of registration	

8.	Status of firm. (Proprietor/Partnership/Co. etc.)	
9.	Name of Bankers	
10.*	PAN Card No.	
11.*	GST No.	
12*	Tender fee DD Number	
13.*	EMD DD Number	

I/We confirm that to the best of our knowledge this information is authentic and accept that any deliberate concealment will amount to disqualification at any stage.

Date:

Place:

Seal and Signature of the Bidder/s not required since the document is digitally signed.

Note:

Please upload scanned copies of the above mentioned documents with sr. nos. marked (*) on it.

4. TENDER FORM

Dayanand Shetty

Deputy General Manager

Export Import Bank of India
Center One Building, Floor-21
World Trade Center Complex (WTC)
Cuffee Parade, Mumbai-400 005.

Dear Sir,

Ref: **Providing Security Guard in Exim Bank, 21st floor , Center One Building, WTC, Cuffe Parade, Mumbai 400 005.**

Having examined the e-tender details, term and conditions, prepared by you, I/we hereby offer to execute the above works at the respective rates, which I/we have quoted for the items in the schedule of quantities as per your terms and conditions mentioned in the e-tender.

I/we herewith deposit **₹ 50,000/- (Rupees Fifty Thousand Only)** by demand Draft or Banker's Cheque drawn in **favour of Export-Import Bank of India** as Earnest Money Deposit (EMD) for the execution of the works at my/our tendered rate together with any variations should the contract be awarded to me/us.

In the event of this e-tender being accepted, I/we agree to enter into and execute the necessary contract required by you. I/we do hereby bind myself/ourselves to forfeit the aforesaid deposit **₹ 50,000/- (Rupees Fifty Thousand Only)** in the event of our refusing or delay in signing the Contract Agreement. I/we agree not to employ Subcontractors without the prior approval of the EXIM Bank.

I/We agree to pay all applicable taxes prevailing and be levied from time to time on such items for which the same are leviable.

I/we understand that you are not bound to accept the lowest e-tender or bound to assign any reasons for rejecting our tender. We unconditionally agree to Exim Bank's preconditions as stipulated in the tender documents.

I/we agree that in case of my/our failure to execute work in accordance with the scope of work provided, Exim Bank reserve the right to terminate my contract and forfeit the Earnest Money Deposit paid by me in addition to recovery of all dues to the Exim Bank from the payment receivable by me. Further, I may also be barred from tendering in future for Exim Bank Contracts.

I/we enclose the demand draft/banker's cheque for **₹ 50,000/- toward Earnest Money Deposit**. I/We agree to keep our e-tender open for 90 days from the date of opening.

Yours truly,

NAME :

ORGANISATION :

DESIGNATION :

PLACE & DATE :

5. SCOPE OF WORK

EXIM BANK invites e-tenders from registered and authorized contractors/agencies having experience and expertise in providing security services to Central Govt, State Govt, PSU's and large Private Sector. Companies.

1. Place of providing security guards:

Export-Import Bank of India,

21st floor, Centre One Building,
WTC, Cuffe Parade, Mumbai, 400 005.

2. Brief description of works:

The contractor shall provide Security service by providing Security Guards at different places in the office Premises according to the requirement to be intimated to the contractor in writing or otherwise by authorized officer(s) of EXIM BANK from time to time. The contractor shall ensure safety of properties, personnel and vehicles of EXIM BANK by deploying Security Guards round the clock in three shifts of eight hours.

The tenderers must get themselves fully acquainted with the location of office premises before submission of e-tender.

3. Volume of work:

1. (a) Security of Floors 20 to 25, Centre One Building, WTC, Cuffe Parade, Mumbai,

(b) Security of 8th Floor, Maker Chamber IV, Nariman Point Mumbai.

6. INSTRUCTIONS TO TENDERERS

1. The instruction to be followed for submitting the e-tender are set out below:-

(a) Information about Tenderer:- The tenderer must furnish full, precise and accurate details in respects of information asked for in Appendix-I.

(b) Signing of Tenders:- Person or persons signing the e-tender shall state in what capacity he is or they are signing the e-tender e.g. as sole proprietor to a firm or a Secretary /Manager/Managing Director, etc. of a limited company.

(C) Documents required to be attached with the technical bid:

Self-attested copies of the following documents one are to be annexed:-

Document-I - Valid license for running of security service agency and requisite registration. Certificate under various statutory provision of Labor R&A Act. Employees Provident Fund, ESIC etc.

Document-II -Work experience certificate and work presently in hand including details of Establishments where the firm has provided the Security Guards in the past 3 years, including nos. of Security Guards supplied to each unit and the value of contract along with documentary proof.

Document-III - Latest police verification certificate in respect of Security personnel of the contractor.

Document-IV - Attested copies of Power of Attorney, if relied upon.

Document-V - Income Tax Pan No. of Firm.

Document-VI - Attested copies of partnership deed/copy of Memorandum and articles of association, as the case may be.

Document-VII - Property details of the partners/Firms/establishment.

Document-VIII - Name and address of all partners/Directors/proprietors as the case may be.

Document-IX - ESIC/EPF registration Nos.

Document-X - Name of Bankers, Copies of the IT Returns for the last three years.

Document-XI - All other Document mentioned in e-Tender document along with its annexures, schedules.

Document-XII - GST number and registration number of firm.

Document-XII - The firm should have the registration with or applied for PASARA (Private Security Regulation Act) (Copy to be enclosed)

Document-XIV - The Annual turnover of the firm should not be less than Rs.5.00 crore per annum. Documentary evidence to be enclosed.

(D) Submission of e-Tenders:

(a) E-Tender which do not comply with this instruction shall be summarily rejected.

(b) All credentials, documents and copies of certificate/information called for would be submitted with the e-tender format.

(c) Necessary clarification if any required by EXIM BANK shall be furnished by e-mail within the time given by EXIM BANK for the same. EXIM BANK is at liberty to verify any or all documents Submitted by the tenderer, even by referring to third parties.

(d) It should be clearly understood by the tenderer that no further opportunity shall be given to them to modify or withdraw any stipulation at any stages of the contract.

(e) The e-tender form shall be filled clearly, neatly and accurately. Any alteration, erases or over-writing will render the e-tender invalid. Alteration neatly carried out and attested over the full signature of tenderer, however, is permitted.

(E) OPENING OF TENDER

The e-tender will be opened in EXIM BANK, 21st floor, WTC, Mumbai at the time and on the date indicated in the Quotation Bid Notice. The tenderer will be at liberty to be present either in person or through an authorized representative at the time of opening of the tenders.

The financial bid of only those tenderer whose technical bids are found to be acceptable will be opened.

(F) CORRUPT PRACTICES:

Any bribe, commission or advantage offered or promised by or on behalf of the tenderer to any officer of EXIM BANK shall (in addition to any criminal liability which the tenderer may incur) debar his tender from being considered, Canvassing on the part or on behalf of the tenderer will also make his tender liable to rejection.

(G) INTERVIEW AND ACCEPTANCE OF E-TENDER

The tenderer should be prepared to proceed to EXIM BANK and without any obligation, if called upon to do so, for an interview by an officer authorized to act

on behalf of EXIM BANK at their own expenses. EXIM BANK reserves the right to reject any or all the e-tenders without assigning any reason and does not bind them to accept the lowest or any e-tender. The successful tenderer will be advised about the acceptance of his e-tender by a letter/e-mail.

7. TECHNICAL BID EVALUATION CRITERIA

Following are the details of Technical Weightage for e-Tender of Security Guards:

Sr. No.	Criteria Description	Weightage
1	The Contractor should be Mumbai based	10
2	Contractor should have experience of at least 10 years with PSU's or any other Government Organization.	15
3	Contractor / its principal officers / employees to be deployed should have Clearance certificate from Police Department or submit an affidavit to the effect that no criminal investigations / record are pending against it/him in the last 5 years.	10
4	Contractor should have annual turnover not less than ₹ 5 Crore.	15
5	Contractor should have ISO certification and GST Number.	20
6	PF & ESIC account	10
7	License by PASARA (Private Security Agencies Regulation Act)	20
Total Weightage		100
Minimum Weightage required		70

8. PRICE BID

To,
Deputy General Manager
Exim Bank, 21st floor,
Centre One Building, WTC,
Cuffe Parade, Mumbai.

Dear Sir,

1. I/We, submit the e-tender price bid for appointment as Service Contractor for Providing Security Guards at EXIM BANK.
2. I/We have thoroughly examined and understood instruction of e-tenders, terms & conditions of contract given in the invitation to e-tender and those contained in the general conditions of contract and its appendix and agree to abide by them.
3. I/We hereby offer to provide security at the following percentage of service change on the basic minimum wages notified by the Maharashtra Govt. as the case may be, applicable at the time of award of the contract for the entire tenure of the contract. I/We undertake that I/We are not entitled to claim any enhancement of

rates on any account during the tenure of the contract except revision of minimum wages.

Particulars	Security Guards for Exim Bank, WTC, Cuffe Parade, Mumbai and Nariman Point, Mumbai.		
	Per person In Rs.	23 persons In Rs.	Total In Rs.
Basic Wages (a)	16,562/-	16,562/- X 23	380926.00
Minimum Wages (a+b)	16562/-	16,562 X 23	380926.00
HRA	1,656.20	1,656.20 X 23	38092.60
Conveyance	1200.00	1200.00 X 23	27600.00
Washing Allowances	600.00	600.00 X 23	13800.00
P.F. @ 13.61%	2,254.09	2,254.09 X 23	4508.18
Leave Wages @ 6%	993.72	993.72 X 23	22855.56
Paid Holiday @ 1%	165.62	165.62 X 23	3809.26
Ex-gratia/Bonus @8.33%	1,379.60	1,379.60 X 23	31730.8
E.S.I.C / Medical @4.75%	950.86	950.86 X 23	21869.78
Uniform @ 4%	662.48	662.48/- X 23	15237.04
Security Guard Board Levy (3 %)	496.86	496.86 X 23	11427.78
MLWF	12.00	12.00 X 23	276

Grand Total	26,933.45	26,933.45 X 23	619469.35
Reliever / Weekly off charges -1/6	4489.27	4489.27 X 23	103253.21
Total	31,945.70	31,945.70 X 23	73,4751.10
Agency Charges			
Total outgo			

4. Any rates quoted in any other manner than the above will summarily be rejected. In case the minimum wages is revised upward, the contractor is not entitled for revision of his service charges.

a. I/We undertake to take responsibility of statutory liabilities such as minimum wages, EPF & ESI, Bonus etc. and will charge the Exim Bank as per actual contribution made to concerned authorities against documentary proof and no service charge, overhead will be payable by Exim Bank on these contributions.

b. The total amount of wages shall be calculated on the basis of number of days for which a person has actually worked on the basis of wages of security Guard accepted by EXIM BANK.

I/We agree to keep the offer open for acceptance up to 03 months.

5. I/We shall be bound by the communication of acceptance of the offer dispatched within the time and I/We also agree that if the date up to which the offer would remain open be declared a holiday for EXIM BANK, the offer will remain open for acceptance till the next working day.

6. I/We do hereby declare that the entries made in the tender and appendices/schedules attached with Technical Bid are true and also that we shall be bound by the act of my/our duly constituted attorney, Shri_____whose signature is appended hereto in the space as specified for the purpose and of any other person who in future may be appointed by me/us in his stead to carry on the business of the concern whether any intimation of such charge is given to EXIM BANK or not

Yours faithfully,

(_____)

Signature of

Tenderer

(Capacity in which
signing)

9. FINAL EVALUATION CRITERIA

10. Terms & conditions for contract for security services

I. DEFINITION:

(a) The terms 'Contract' shall mean and include the invitation to e-tender incorporating also the instruction to tenderer, the e-tender, its annexures, appendices, schedules, acceptance of e-tender and such general and special conditions as may be added to it.

(b) The terms "EXIM BANK" wherever occurs shall mean Export-Import Bank of India.

(c) The terms "Contractor" shall mean and include the person or person, firm or company with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assigns, as the case may be.

(d) The term 'Contract Rates' shall mean the rate of payment accepted by EXIM BANK.

(e) The term 'Worker' shall mean Security Guard.

II PARTIES TO THE CONTRACT

(a) The parties to the contract are contractors and EXIM BANK, represented by an officer of Exim Bank or any other person authorized to act on behalf of EXIM BANK.

(b) The person signing the tender or any other document (s) forming part of the tender on behalf of any other person or a firm shall be deemed to warrant that he has authority to bind such other person or the firm, as the case may be in such matter pertaining to the contract, if, on enquiry, it is found that the person concerned has no such authority, EXIM BANK may without prejudice to other civil, criminal remedies, terminate the contract and hold the signatory liable for all cost and damages.

(c) Contract period – The contract period will be three years from April 01, 2018 to March 31, 2021.

III CONSTITUTION OF CONTRACTORS

a) "The tenders shall be entertained from the parties having all statutory registration with the appropriate authorities". Contractor shall at the time of submission of tender declare whether they are sole proprietary concern or registered Partnership

Firm or Private Limited Company incorporated in India or Hindu Undivided Family. The Composition of the partnership, names of Directors of companies and name of the Karta of Hindu Undivided Family shall be indicated. The contractor shall also nominate person in whose hands the active management and control of the work relating to the contract during the tenure of the contract would lie. The person so nominated shall be deemed to have power of attorney from the contractor (s) in respect of the contractor and whose acts shall be binding on the contractor(s).

b) The contractors shall notify, to EXIM BANK the death/resignation of any of the partner(s)/director(s) immediately on the occurrence of such an event. On receipt of such notice EXIM BANK shall have the right to terminate the contract at its discretion.

IV SUBLETTING

The contractor(s) shall not transfer or assign the contract or any part thereof without the prior written approval of EXIM BANK, In the event of the contractors contravening this condition EXIM BANK is entitled to terminate the contract.

V RELATIONSHIP WITH THIRD PARTY

All transaction between the contractor(s) and the third party shall be carried out as between two principals without reference in any event to EXIM BANK. The contractor(s) shall also undertake to make third party fully aware of the position aforesaid.

VI LIABILITY FOR PERSONNEL

All persons employed by the contractor(s) shall be engaged by them/him as his/their own employees in all respects and the responsibilities/obligation under contract Labour (R&R) Act 1970, the Indian Factory Act, the Workmen Compensation Act, Employees Provident Fund Act, and under Minimum Wages Act and various other statutory enactments shall be that of the contractor.

The contractor shall indemnify EXIM BANK against all the claims whatsoever in respect of the said personnel and Workmen Compensation Act, EPF Act, ESI Act, or any other statutory/Provisions or otherwise in respect of any damage, penalty, compensation, interest, fines payable in consequence of any accident or injury sustained by any worker of the contractor. The contractor shall co-ordinate with ESI authorities to get the family treatment card for security guards.

(a) The contractors shall during the period of contract pay not less than minimum wages to the security guard engaged by them on either time rate basis or piece rate basis on the work, throughout the term of the contract. Minimum wages both for the time rate and for the piece rate, work shall mean the rates notified by appropriate authority and prevailing at the time of inviting tenders for the work as amended from time to time. The contractor shall also maintain such records and submit periodical return, regularly as may be prescribed under the act to the authority prescribed under the Provident Fund Act, 1952 and the scheme and the rules there under.

(b) The contractor shall also make available such returns/records for inspection by EXIM BANK authorized person. The contractor shall maintain necessary record and registers like wages book and wage slip, etc. register of unpaid wages and register of fines and deductions.

EXIM BANK reserve the right to withhold 20% of the amount from the monthly bills of the contractor for any financial liability under the contract. The amount so deducted will only be refunded/adjusted when contractor produces proof for fulfilling statutory obligations stipulated in different labour Act/rules/instructions/circulars etc. applicable to the Contract.

VII. WEEKLY OFF

The contractor shall be liable to allow paid weekly off etc. to the personnel employed by him as mandated under the appropriate State/Central laws governing their employment under him.

- i) The relieving charges will be payable for the Security Guard which are engaged for all the days in a month because the minimum wages is payable for 26 working days where four/five holidays are allowed.
- ii) The Agency will be directed to ensure that no Security Guard is required to discharge duty for more than 8 hours.

IX. WASHING FACILITY:

The contractor is liable to provide washing facilities as provided in the contract Labour (Regulation and Abolition) Act and the rules framed there under or any other applicable law.

X. FIRST AID FACILITY:

The Contractor is liable to provide first Aid Facility as provided in the Contract Labour (Regulation and Abolition) Act and the Rules framed there under or any other applicable law.

XI. PERIOD OF CONTRACT:-

The contract shall remain in force for all purpose for a period of three year extendable on mutual consent for further period of one or more year on same terms & condition. EXIM BANK reserves right to terminate the contract at any time during its currency by giving thirty days notice in writing to the contactor(s) at their last known place of residence/business and the contractors shall not be entitled to any compensation by reason of such termination. EXIM BANK's decision under this clause shall be final, conclusive and binding on the contractors and shall not be called in question.

XII. SUMMARY TERMINATION

(a) In the event of the contractors having been adjudged insolvent or goes into liquidation or winding up their business of making arrangement with their creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, EXIM BANK shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and to get the work done for the unexpired period of the contract at risk and cost of the contractors and to claim from the contractors any resultant loss sustained or cost incurred.

(b) EXIM BANK shall also have without prejudice to other rights and remedies, the right in the event of breach by the contractors of any of the terms and conditions of

the contract to terminate the contract forthwith and to get the work done for the un-expired period of the contract at the risk and cost of the contractors and/or forfeit the security deposit or any part thereof for the sum or sums due for any damages, loses, charges, expenses or costs that may be suffered or incurred by EXIM BANK due to the contractor's negligence in the performance of any of the service under the contact.

(c) The contractor shall be responsible to supply adequate and sufficient security personnel/guards under the contract in accordance with the instructions issued by an officer acting on behalf of Exim Bank. If the contractor fails to supply the requisite number of security personnel Exim Bank at its entire discretion, without terminating the contract be at liberty to engage other security personnel's at the risk and cost of the contractor(s), who shall be liable to make good to EXIM BANK all additional charges, expenses, cost of losses that EXIM BANK may incur or suffer thereby. The contractor shall not however, be entitled to any gain, resulting from entrustment of the work to another party.

XIII. LIABILITY OF CONTRACTOR(S) FOR LOSSES ETC. SUFFERED BY EXIM BANK

(a) The contractor(s) shall be liable for all costs, damages, expenses suffered or incurred by EXIM BANK due to the contractor's negligence and the un workman like performance of any service under his contract or breach of any terms thereof or their failure to carry out the work with a view to avoid incurrence of damages etc. and for all damages or losses occurred to EXIM BANK or in particular to any property or plant belonging to EXIM BANK due to any act whether negligent or otherwise of the contractor(s) themselves or their employees. The contractor(s) shall also be liable for the interest at commercial lending rate on costs/damages/expenses. The decision of EXIM BANK regarding such failure of the

contractor(s) and their liability for the losses, etc. suffered by EXIM BANK shall be final and binding on the contractor(s)

(b) EXIM BANK is entitled to claim for any damages, losses, charges, costs, or expenses suffered or incurred by them due to contractor(s) negligence's and unworkmen like performance of services under the contract or breach of any terms thereof and adjust the same from the bills of the contractor directly. The total sum claimed shall be deducted from, any sum then due or which at any time hereafter may become due to the contractor(s) under this or any other contract with EXIM BANK. In the event of the sum which may be due from EXIM BANK, as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the contractor(s). Should this sum also be not sufficient to cover the full amount claimed by EXIM BANK, the contractor shall pay to EXIM BANK on demand the remaining balance of the aforesaid sum claimed. EXIM BANK will be the sole judge determining after taking into consideration all the relevant circumstance, the quantum value of loss and also in regard to the liability of contractor(s) for such loss the amount to be recovered from them.

(c) In the event of the default on the part of the contractor(s) in providing Security Guard/and/or their failure to perform any of the services mentioned in this agreement efficiently and to the entire satisfaction of EXIM BANK or any officer acting on his behalf, EXIM BANK shall without prejudice to other right and remedies, under this agreement have the right to recover by way of compensation from the contractor a sum of rupees one hundred per day of default.

XIV. SET-OFF

Any sum of money due and payable to the contractor(s) under this contract may be appropriated by EXIM BANK and set off against any claim of EXIM BANK for the

payment of any sum of money arising out of or under any other contract made by the contractor(s) with EXIM BANK.

XV. BOOK EXAMINATION:

The contractor(s) shall, whenever required produce or cause to produced for examination by Exim Bank or any other officer authorized by him on his behalf any cost or other accounts book of accounts, vouchers, receipts, letters, memorandums or writings or any copy of or extract from any such document and also furnish information and returns, verified in such manner as may be required by the statutory compliance/payment made to EPF/minimum wages etc. renewed license, any or all such documents desired by EXIM BANK.

XVI. PAYMENT:

(a) Indicative list of statutory payment to be made in respect of personnel employed by the contractor under this contract are as under:

(1) Minimum wages (Minimum wages are applicable for Security Guard under unskilled category whereas Security Supervisor minimum wages are applicable under non-matriculate category as duly notified by Maharashtra Govt. from time to time, as the case may be)

(2) EPF

(3) ESI

(4) Bonus

(5) Relieving charges

(6) Service tax

(7) Such other statutory charges, if any,

The above list of statutory payment is only indicative and not exhaustive.

The contractor shall abide by all statutory provisions applicable to the contract and make all necessary statutory payments, for which 20% of the amount from the bill shall be withheld. However, on the production of proof of such statutory payment, Exim Bank may release the same subject to the conditions of the contract.

(b) Payment will be made by Exim Bank on submission of bills, duly supported by attendance certificates, production of proof of payment of EPF/ESIC and other statutory payments in respect of the personnel engaged in EXIM BANK.

(c) The contractor should submit all his/their bills by the seventh of following month. Payment of which will be made through RTGS to the bank account of the Contractor only and taxes, if any, may be deducted by Exim Bank before making such payment.

XVII. LAW GOVERNING THE CONTRACT/DISPUTE RESOLUTION:

The contract will be governed by the Laws of India, for time being in force as amended from time to time. Any disputes arising out of this contract will be settled in the court of competent jurisdiction. The courts in Mumbai shall have exclusive jurisdiction to adjudicate the disputes arising under the contract.

XVIII. DUTIES AND RESPONSIBILITY OF THE CONTRACTOR(S):

(a) The contractor(s) shall carry out all items of services assigned or entrusted to him/them by or an officer acting on behalf of Exim Bank and shall abide by all instructions issued to him/them from time to time by the said officer. They shall render the services to the satisfaction of the officer acting on behalf of Exim Bank together with ancillary and incidental duties, service and operations as may be indicated by the said officer(s) and are not inconsistent with the terms & conditions of the contract. The contractor shall always be bound to act with responsible delegacy and in a businesslike manner and to use such skill as expected of men of ordinary prudence in the conduct of their activities.

(b) The contractor shall engage competent, adequate staff and Security Guard personnel to the satisfaction of the Exim Bank or an officer acting on its behalf. The contractor shall be responsible for the good conduct of their employees and shall compensate EXIM BANK for losses arising from neglect, carelessness, want of skill or misconduct of themselves, their servant or agents or representatives. Exim Bank shall have the right to ask the dismissal of any employee of contractors who in his opinion is hampering the smooth execution of the work and his decision regarding losses caused by neglect and misconduct etc. of the contractors, their guards and agents.

(c) The contractors shall strictly abide by Laws, Rules & Regulation.

(d) The contractor shall provide verifiable proof that EPF/ESI has deposited in respect of particular workers, working under the contractor who are working in EXIM BANK along with the EPF/ESI number issued by concerned authorities. A copy of ESI card also be deposited with EXIM BANK within one month period even in case of change of worker, failing which payment will not be released subsequently for the aforesaid period, without prejudice to the other actions.

(e) Police verification of the worker should be submitted within a period of one month on entering into the contract. In the case of change of any worker, payment of wages for that worker will be release only after submission of police verification.

(f) If the party fails to comply with statutory/legal requirement, as stipulated in the terms & conditions of the tender within two month from the award of contract is liable to be terminated with one month's notice and in his place, second lowest/third lowest will be kept as back up immediately to replace the terminated agency.

XIX. ACCEPTANCE OF TERMS & CONDITIONS OF CONTRACT.

Contractor will Appendix II where Terms & Conditions for Service contract for Providing Security Guards for Exim Bank are

ANNEXURE-II

10. TERMS & CONDITIONS OF SERVICE CONTRACT FOR PROVIDING SECURITY GUARDS AT EXPORT-IMPORT BANK OF INDIA.

1. The contractor will provide security Guards arrangement for round the clock. Security of (a) EXIM BANK, 21ST floor, WTC, Cuffe Parade, Mumbai, (b) Floor 8, Maker Chamber IV, Nariman Point, Mumbai, Mumbai personnel and vehicles The contractor shall ensure the safety and security of EXIM BANK personnel, properties and vehicles by deploying guards following shifts for 365 days of a year:-

2.

Shift	Time	Security Guard for Office	
		Exim Bank WTC	Nariman Point

1 st shift	07.00 a.m. to 03.00 p.m.	7	1
2 nd shift	03.00 p.m. to 11.00 p.m.	6	1
3 rd shift	11.00 p.m. to 7.00 a.m.	3	2
General shift	9.30 a.m. to 6.00 p.m.	3	0

3. The contractor will undertake to provide the unarmed personnel to EXIM BANK, and the contractor will be directly responsible for payment of their salaries not less than the rates of minimum wages notified by the appropriate Authorities from time to time.

4. The contractors shall quote his service charges inclusive of all taxes for providing the security service.

5. In case the minimum wages are revised upward, the contractor is not entitled for any revision of his service charges.

6. The minimum wages are applicable for security Guard under un-skilled category, minimum wages are applicable as notified by Central / Govt. of Maharashtra (whichever is high) from time to time.

7. EXIM BANK shall have no right/obligation to employ directly or indirectly any personnel introduced by the contractor.

8. In case of any negligence, connivance or direct/indirect involvement of any personnel deployed by the contractors for security and safety of the property of EXIM BANK, or there being occurred any theft, pilferage, misappropriation, bungling of stocks/stores or any other loss EXIM BANK property for whatsoever reason the security contractor will be responsible and liable to compensate the losses as evaluated by EXIM BANK or any other authorized officer of EXIM BANK. Decision of EXIM BANK shall be final and binding on the contractor.

9. The contractor shall be responsible for providing uniforms to the Security Guards.

10. If EXIM BANK considers that the replacement of a particular Security Guard personnel supplied by the contractor is necessary, this will be done by the contractor on receipt of the written request from EXIM BANK with immediate effect.

11. EXIM BANK will not be responsible in any respect with regard to service conditions, salaries and conduct of the personnel provided by the Contractor.

12. The Security Guard personnel provided by the contractor shall have no lien of claim in any manner on EXIM BANK after their services are no more required by EXIM BANK or during their deployment. In case, the Security Guard personnel resort to litigation in any court for any reason, the contractor will be solely responsible towards verdict of the court, at its own cost. The contractor is liable for expenses, losses and damages, if any, due to his employees, any claim or suit or any such proceedings against EXIM BANK and EXIM BANK is entitled to deduct the sum from the pending or future bills of the contractor.

13. Only trained and experienced Security Guards personnel will be supplied to EXIM BANK. The contractor shall also provide the nominal roll of the Security Guard personnel along with their photographs to EXIM BANK. The Character/antecedents verification of Security Guard so engaged will be got carried out by the contractor

to the satisfactions of EXIM BANK at the cost of the contractor from the concerned police authorities within one month of their engagement and each Security Guard will be provided with an identity card by the security contractor which will be countersigned by the contractor.

14. The Security Guard personnel engaged by the contractor will help to deal with the antisocial elements and will also provide protection to EXIM BANK staff/officers while on duty at EXIM BANK office premises.

15. The contractor will pay the wages, advances and any other payments regularly to the Security Guard personnel deployed.

16. Upon termination of the contract, the contractor is liable to remove all his personnel from the premises of EXIM BANK failing which EXIM BANK will be entitled to stop all payments due to the contractor.

17. The security guards to be engaged by the firm must be of sound health and their character and antecedents must be verified and approved by the competent authority, If any of them is not found medically fit including intoxication prior to or during the continuance of the contract then the firm shall not employ or engage them and EXIM BANK shall have right to refuse admission to such employees of the firm into EXIM BANK premises.

18. The contractor shall keep EXIM BANK indemnified from all acts, omission, faults, breaches and, or claim payments loss injury and expenses under which EXIM BANK may be put or involved as a result of failure of firm to fulfill any of its obligation.

19. The contractor shall be wholly responsible for any loss or damage to the properties of EXIM BANK on account of any act or omissions by the contractor or by any of his staff deployed for security purpose except natural calamities.

20. The contractor shall provide to their security guards all the material necessary for security purposes like torch with cell, Gum-boot, sticks, shears, etc. at its own cost.

21. EXIM BANK reserves the right to ask the contractor to remove any guard found to be not discharging his duties satisfactorily or doubtful character and the contractor will immediately remove such person or persons and replace them immediately with suitable persons.

22. Exim Bank shall not provide any residential accommodation in the premises of the EXIM BANK or elsewhere for the personnel deployed by the firm and the contractor will have to make their own arrangement for their residence at their own cost.

23. The contractor at its own cost will provide identity cards to all guards or staff employed by them on duty. The identity cards shall be displayed on his person while on duty.

24. The duty points and rotation of security guards employed by the contractor will be decided by EXIM BANK. The contractor will have to abide by such directions as given by EXIM BANK regarding deployments of security personnel.

25. In case of any pilferage or theft the contractor or his representative shall report the matter immediately to EXIM BANK and shall also take-up the matter with the police for proper investigation and recovery of loss. If such a loss is due to negligence, absenteeism or by dereliction of duty by security personnel deployed by the contractor, the same shall be recovered by EXIM BANK from the contractor.

26. The contract will be terminated in case of any complaint regarding the services of the contractor found unattended after 02 (two) warnings.

27. The duties of security guards are as follows:-

- i. Round the clock security of EXIM BANK property, personal machines & instruments, Compactions vehicles etc.
- ii. Switching off the lights, fans etc. in toilets, lobby, rooms after office hours or in residential premises. They shall ensure that no damage is caused to the equipment on account of their mishandling.
- iii. Guidance to visitors for connect in floors.
- iv. Patrolling round the clock at each floor.
- v. Opening of rooms in the morning and closing in the evening on all working days at all floors.
- vi. Protection of building property/personals from anti socials elements.
- vii. Report to EXIM BANK officers case of any mis-happening.

28. The Contractor shall comply with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against it is employee within the premises of EXIM BANK, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor and the Contractor shall ensure appropriate action under the said Act in respect to the complaint.

29. Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of EXIM BANK shall be taken cognizance of by the Complaints Committee constituted by EXIM BANK.

30. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to EXIM BANK's employee, if sexual violence by the employee of the contractor is proved. The contractor shall be responsible for

educating its employees about prevention of sexual harassment at work place and related issues.

31. As mentioned elsewhere in this e-tender document, it is clarified here once again that EXIM BANK has no responsibility of enforcing any service condition which the contractor may have with his own employees/ guards/ supervisors/ officers who may be put on duty to guard EXIM BANK's office as they are having no connection with EXIM BANK. However, for its own information, research and analysis, budget/ administrative measures if EXIM BANK calls for any information from the contractor he shall provide the same within four working days. Also EXIM BANK expects that they will be good employers to their own employees so that EXIM BANK receives no complaints from them about their own service conditions because of the possible embarrassment caused to EXIM BANK's image.

Tenderer's

i) Telegraphic Address: _____

ii) Telephone No. _____

(If available) _____

Signature of tenderer

Date:-

Place:-

APPENDIX II

I. Name and address of the tenderer and e-mail address:

II COMPOSITON OF TENDERER:

It should be state whether the tenderer is Hindu Joint Family, Business proprietorship concern or registered partnership firm or a Limited Company. The name and date of birth of all partners/Director, proprietors, Karta of Joint Family should be given. It should be certified that there are no undisclosed partners. In the case of limited companies, the authorized and paid up capital should be stated.

III BUSINESS IN WHICH THE TENDERER IS EMPLOYED:

The nature of business in which the tenderer or partner of the tender's firm are engaged should be stated together with particulars of where Head Office and branches if any, are located along with details of sister concern.

IV EXPERIENCE :

Full particulars should be given if the tenderer has worked as a Security contractor of the Central Govt. State govt. or Public/Private Companies. The period for which the work has been done should be clearly indicated. The tenderers should indicate clearly whether they are working as contractors on behalf of any departments of Central or State Governments or Railway etc. certificates of experience for preceding 3 years to be enclosed.

Please State also Whether tender has entered into any contract with EXIM BANK earlier (if Yes, give details of the contract)

In case, the firm is black listed by any authority of Govt. of India, or any State Government or any Public Sector Undertaking, the details of the same should be provided.

VI TENDERERS BANKS:

The name of the Bank or the Banks and the branches with the tenderer has dealings and who can certify the tenderers financial status should be given.

