

**Export-Import Bank of India**



**E - Tender**

**Contract for Housekeeping Services and Manpower Supply  
For Office Premises & Visiting Officers' Flat of Export-Import Bank of India**

**E-Tender Reference No: EXIM/RFP/2019-20/012**

**Sakar – II, First Floor,  
Ellisbridge  
Ahmedabad 380006  
Ph. 079-2657 6848/ 6852/ 9196, Fax: 079 2657 7696  
E-Mail: [eximahro@eximbankindia.in](mailto:eximahro@eximbankindia.in)**

**CONTRACT FOR HOUSEKEEPING SERVICES AND MANPOWER SUPPLY FOR OFFICE PREMISES & VISITING OFFICERS' FLAT OF EXPORT-IMPORT BANK OF INDIA**

**TENDER DOCUMENT COST:** ₹ 5000.00 (Favoring "Export-Import Bank of India "Only by Demand Draft, Non-Refundable. The last date for submission of tender document cost is 8/06/2019 )

**DATE OF ONLINE NOTICE:** 28/05/2019 18:30 Hrs.

**DOCUMENT DOWNLOADING:**

**START DATE AND TIME:** 28/05/2019 18:30 Hrs.

**DOCUMENT DOWNLOADING:**

**END DATE AND TIME:** 19/06/2019 20:00 Hrs.

**LAST DATE AND TIME FOR:** 20/06/2019 14:00 Hrs.  
**SUBMISSION**

**OPENING OF TENDER:** 20/06/2019 15:00 Hrs.  
**(TECHNICAL BID)**

**SITE INSPECTION:** 04/06/2019 (between 10 to 12 noon)

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

**VALIDITY OF OFFER:** The offer should remain **valid at least for a period of 6 months** to be reckoned from the last date of submission of offer i.e. from **June 20, 2019**.

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

**Note:** Download the Integrity Pact Agreement (attached as Annexure) and sign on Rs.500 stamp paper. Scanned copy to be uploaded on the E-tender portal at the time of bid submission. Original IP agreement document along with DD's of tender document fee and EMD (if any) to be sent to Exim Bank, AhRO on or before 20<sup>th</sup> June 2019, 13.00 Hrs.

**eTendering / Electronic Tendering / Web Tendering / Online Tendering** is the simulation of the manual tendering process on the internet. i.e., the eligible bidders / tenders can log on to the internet site specified using a unique user name & password and place their Technical & Commercial bids. The eligible bidders will be trained by M/s e Procurement Technologies Ltd. (Abc Procure) 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 tenderers 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.

**Minimum requirement:**

- 1. Computer/Laptop with internet connection**
- 2. Operating system – Windows XP Service pack -3 / VISTA/ WINDOWS 7**
- 3. Digital certificate -Class II or III, Signing + Encryption, and it should be organizational certificate. TENDER NOTICE**

Export-Import Bank of India desires to invite tenders from reputed contractors for providing Housekeeping Services and Manpower Supply for its Regional Office at Ahmedabad.

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

**CONTACT INFORMATION FOR E-TENDER PROCESS**

e-Procurement Technologies Limited  
A- 801 – Wall Street - II,  
Opposite Orient Club,  
Nr. Gujarat College, Ellis Bridge,  
Ahmedabad – 380 006.  
Gujarat State, India

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

Concern Persons: Mr Dharam, Mr Anuj, Mr Vivek  
Email Ids: [dharam@abcprocure.com](mailto:dharam@abcprocure.com)  
[bhavik.dave@abcprocure.com](mailto:bhavik.dave@abcprocure.com)  
[anuj@procuretiger.com](mailto:anuj@procuretiger.com)  
[vivek.bhirud@abcprocure.com](mailto:vivek.bhirud@abcprocure.com)

### **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 respective contact personnel of EXIM Bank indicated in the tender document. Bidding process related queries could be addressed to M/s e Procurement Technologies Ltd personnel indicated in the tender document.
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 of 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 not take responsibility beyond the bid event. Order finalization and post order activities would be transacted directly between bidder and the EXIM Bank.
5. Bids once made cannot be withdrawn or modified under any circumstances.
6. EXIM Bank can decide to extend or reschedule or cancel an e-tendering.
7. The bidders are advised to visit <https://eximbankindiatenders.procuretiger.com> for any corrigendum etc.

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

Date:

Organization:

Name:

Designation: Seal and Signature of the Bidder/s not required since the document is Digitally Signed.

**Contract for Housekeeping Services and Manpower Supply**  
**For Office Premises of Export-Import Bank of India**

**1. Scope of the work**

**1.1. Housekeeping:**

1.1.1. Maintenance of office premises including Daily Sweeping / Cleaning of the office premises, washrooms, furniture and fixtures, blinds, railings, pantry and floor tiles/ carpets at Export-Import Bank of India's Regional Office located at Sakar – II, First Floor, Ellisbridge, Ahmedabad 380006 admeasuring around 10,000 sq. ft. including 5 washrooms.

1.1.2. Maintenance of Bank's visiting Officers Flat (VOF) at 24, Suruchi Apartments, Behind Doctor House, Near Parimal Garden, Ahmedabad 380007 and maintenance of 2 Bank's residence flats at 93 Suruchi and 94 Suruchi Apartments, Behind Doctor House, Near Parimal Garden, Ahmedabad 380007 and maintenance of 5 Bank's residence flats at Suryavanshi Towers, Behind Management Enclave, Near Laad Society, Vastrapur, Ahmedabad.

1.2. **Manpower Supply:** Apart from the above, the supervisor / janitors will be responsible for carrying out Photocopying, scanning, cheque depositing and withdrawals and other adhoc office administrative work and office upkeep work which might be assigned from time to time.

**2. Eligibility Criteria:**

2.1. The Contractor should be Ahmedabad based and could be a sole proprietary concern, partnership firm or a company and should be registered with Registrar of Firms/ Companies, wherever applicable.

2.2. The Contractor should have experience of at least 5 years in providing maintenance and manpower supply services to well established organizations like All India Financial Institutions, Public Sector Banks / undertakings & Large Pvt. Sector Companies. Suitable

experience certificate should be submitted along with offer. Details of similar work executed during last 5 years may be provided (Annexure – I)

2.3. The Contractor should have satisfactorily executed minimum of two yearly contracts of similar nature, each costing not less than ₹ 20,00,000/- per annum for All India Financial Institutions, Public Sector Banks / undertakings & Large Pvt. Sector Companies during the last 3 years (ending with the last date for receipt of applications)

2.4. The contractor should have a professional reputation and the quality of works executed by the contractor should be of acceptable standard.

2.5. The Contractor will be required to offer a minimum of 5 weeks' credit limit.

2.6. The 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 / records are pending against it/him in the last 5 years.

2.7. The Contractor should have annual Turn-over not less than ₹ 75 lacs.

2.8. The Contractor should fulfill all the statutory requirements like Service Tax Registration, PAN Card, PF & ESIC account and license by competent authorities.

2.9. It will be the duty of the Contractor to properly clean and handle the various gadgets and fixtures available in the Bank premises. Cost of breakage shall be borne by the contractor

2.10. All the above criteria will be considered during evaluation of tender documents and will be tabulated in a marking system.

2.11. The Tenderers **must** have the **Digital Signature** for submissions and for authentications of Technical Bid and subsequently for Commercial Bid documents.

2.12. A sum of ₹ 5000/- should be deposited as Cost of Tender Documents in shape of Bank draft of any Bank favouring "Export-Import Bank of India" payable at Ahmedabad. Tenderer will only be allowed to download the tender documents after receipt of the Cost of the tender documents. Tenderers will be provided with the **User ID and Password** thereafter.

2.13. The tenders will be opened at **1500 hrs. on June 20, 2019** at the Mumbai Head office of Export-Import Bank of India in the presence of tenderers, who choose to be present there at.

2.14. The discretion of Bank will be final and binding to all in respect of finalising parameters on which tenders will be analysed. The proposal will be evaluated on eligibility criteria as mentioned in the tender documents.

2.15. The Bank reserves the right to reject any or all the tenders. Canvassing in any form will disqualify the tenderer.

### **3. Tender Submission:**

3.1. Tender should be submitted in the prescribed format along with attested copies of the documents as stated in the application form. The Bank would consider only such applications that satisfy the eligibility criteria. The last date for submission of completed application form along with the requisite documents is **June 20, 2019 by 1400 hrs.**

3.2. In evaluating the quotations submitted by bidders, the price and the ability to meet delivery requirements, quality of works and / or services, dependability shall normally be considered as a major selection criterion. In this connection, Bank may make necessary inquiries from the contractor's employer or inspect the site at work.

3.3. Bank reserves the right to terminate the contract with 7 days notice and without any financial implications, if services are not found satisfactory.

### **4. Period of contract:**

The contract shall remain in force for all purpose for a period of three years subject to review of contract every year, extendable on mutual consent for a further period of one or more year on same terms & conditions. EXIM BANK reserves the right to terminate the contract at any time during its currency by giving thirty days notice in writing to the contractor(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.

### **5. Summary Termination**

5.1. 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.

5.2. 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, losses, 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 contract.

5.3. The contractor shall be responsible to supply adequate staff under the contract in accordance with the instructions issued by an officer acting on behalf. If the contractor fails to supply the requisite number of staff members Exim Bank at its entire discretion, without terminating the contract be at liberty to engage other 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.

## **6. Liability of Contractor(s) for losses etc. suffered by Exim Bank**

6.1. 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 workmanship like performance of any service under his contract or breach of any terms there of 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)

6.2. 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 un workmen 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.

6.3. In the event of the default on the part of the contractor(s) in providing manpower supply/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.

**6.4. 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.

**7. 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.

**8. Payment**

8.1. 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 Office Boys under unskilled category & as duly notified by the state of Gujarat. [whichever is high] from time to time, as the case may be)

(2) EPF

- (3) ESI
- (4) Bonus
- (5) Uniform cost
- (6) Service tax
- (7) Such other statutory charges, if any

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

8.2. 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 r/o the personnel engaged in EXIM BANK.

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

## **9. 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 Ahmedabad shall have exclusive jurisdiction to adjudicate the disputes arising under the contract.

## **10. Duties and Responsibilities of the Contractor**

10.1. The contractor 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.

10.2. The contractor shall engage competent, adequate staff 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, staff and agents.

10.3. The contractors shall strictly abide by Laws, rules & Regulation.

10.4. 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 is 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.

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

10.6. 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.

**Regional Head**  
**EXPORT-IMPORT BANK OF INDIA**

### **Mandatory Information**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Details</b>
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. *	Status of Firm. (Proprietor/Partnership/Co. etc.)	
8.	Name of Bankers	
9. *	PAN Card No.	
10. *	GST No.	
11. *	PF & ESIC Account No.	
12. *	Customer Profile (attach separate sheet)	
13.*	Tender Fee 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.

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

**Date:**

**Place:**

**Note:**

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

### **Bid Evaluation Document**

<b>Sr.No.</b>	<b>Criteria Description</b>	<b>Weightage</b>
1	The Contractor should be Ahmedabad based	10
2	Contractor should have experience of at least 5 years	15
3	Contractor should have satisfactorily executed minimum of two yearly contracts of similar nature, each costing not less than ₹ 20,00,000/-	20
4	Contractor / its principal officers / employees to be deployed should have Clearance certificate from Police Department <b>or</b> submit an <b>affidavit</b> to the effect that no criminal investigations / records are pending against it/him in the last 5 years.	15
5	Contractor should have annual turnover not less than ₹75 lakhs.	20
6	Service Tax Registration, PAN Card	10
7	PF & ESIC account	10
<b>Total Weightage</b>		<b>100</b>
<b>Minimum Weightage required</b>		<b>70</b>

**Contract for Housekeeping Services and Manpower Supply**  
**For Office Premises of Export-Import Bank of India**

**Constant Fields for Price Bid (as per statutory requirement)**

Particulars	Rate per Supervisor	Rate per janitor
Manpower required	<b>1 No.</b>	<b>2 Nos.</b>
Basic Wages	16770.00	15184.00
Dearness Allowance	0	0
Basic + DA	16770.00	15184.00
HRA	2821.00	1294.00
CCA	0.00	0.00
Leave (21 leaves / year)	1013.25	915.25
<b>Sub Total</b>	<b>20604.25</b>	<b>17393.25</b>
PF (13.36% on basic + DA)	2240.47	2028.58
ESI (4.75% on gross salary)	978.70	826.18
Bonus (8.33% Basic + DA)	1396.94	1264.83
Gratuity (4.81% Basic + DA)	806.64	730.35
WC	97.00	79.00
Labour welfare fund	1.00	1.00
Uniform Cost	200.00	200.00
<b>Total</b>	<b>26325.00</b>	<b>22523.19</b>
<b>Take Home salary</b>		
Basic	16770	15184.00
Dearness Allowance	0	0
HRA	2821.00	1294.00
Conveyance	0	0
<b>Gross Pay</b>	<b>19591.00</b>	<b>16478.00</b>
PF (12%)	2012.40	1822.00
ESI (1.75%)	342.84	288.37
Profession Tax	200.00	150.00
<b>Net Pay</b>	<b>17035.76</b>	<b>14217.56</b>

**Price Bid**

	<b>No. of workers Required</b>	<b>Per Person</b>	<b>Total</b>
<b>Janitor</b>	2	<b>22523.19</b>	45046.38
<b>Supervisor</b>	1	26325.00	26325.00
<b>Overtime charges (double of the rate- per hour)</b>			
<b>Machinery Charges</b>			
<b>Administrative /Service Charges</b>			
<b>Total Outgo :</b>			

The above wages are as per statutory notifications; therefore, bidders are requested to fill only those fields which are highlighted in red colors. The remaining fields are constant for every bidder. **The quote should be exclusive of all taxes on monthly basis.**

Signature of Authorised Personnel

**Particulars in respect of similar works executed in the last five years**

<b>Sl.No</b>	<b>Name of the work executed with Address</b>	<b>Name &amp; contact details of contact person (for Reference)</b>	<b>Value of the Contract in ₹</b>	<b>Period of Contract</b>	<b>Date of completion</b>



**PRE CONTRACT INTEGRITY PACT**

**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_day of the \_\_\_\_\_month of 2019, between, on one hand, the President of India acting through Shri Keyur Desai (Regional Head), Export-Import Bank of India, Ministry of Finance, Government of India (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 is represented by Shri\_\_\_\_\_ (hereinafter called the "Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

**WHEREAS** the **BUYER** proposes to procure Contract for Housekeeping Services and Manpower Supply For Office Premises of Export-Import Bank of India and the BIDDER/Seller is willing to offer/has offered the same and

**WHEREAS** the **BIDDER(s)** 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 Deputy General Manager, Export-Import Bank of India, Ministry of Finance performing its functions on behalf of the President of India.

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: -

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

Enabling **BIDDER(s)** 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. The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

### **1. Commitments of the BUYER:**

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDER(s) alike, and will provide to all BIDDER(s) 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.

1.3 All the officials of the BUYER will report to the appropriate Government office to avoid 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 to be 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.

### **3. Commitments of BIDDERS**

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

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 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 they have not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 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 favor or disfavor 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 the 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 defense 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 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 party/ 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. 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. Previous Transgression**

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 Sector 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 reasons.

#### **5. Earnest Money (Security Deposit)**

5.1 While submitting commercial bid, the BIDDER shall deposit an amount as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (i) Demand Draft or a Bankers' Cheque in favor of M/s. Export –Import Bank of India.
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the

BUYER shall be treated as conclusive proof of payment. No other mode or through any other instrument except mentioned here is accepted.

5.2 The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for 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.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **6. Sanctions for Violations**

6.1 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: -

- (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.

- (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 cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) 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.
- (viii) 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.
- (ix) 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.
- (x) 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.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (ix) 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.

6.3 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.

## **7. Fall Clause**

7.1 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.

#### **8. Independent Monitors**

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors are given below).

<b>1.) Shri Debabrata Sarkar</b> <b>Ex-CMD, Union Bank of India</b> <b>Mayfair Boulevard (Narayan Apartment)</b> <b>Flat No.701, Main Avenue Road</b> <b>Santacruz (West)</b> <b>Mumbai – 400054</b> <b>Email: dsarkar53@gmail.com</b> <b>Mobile: 08879684000</b>	<b>2.) Shri S K Goel</b> <b>Ex-CMD, IIFCL</b> <b>Villa No.77, Kelisto Town Homes,</b> <b>Jaypee Wish Town, Sector-128</b> <b>Noida-202303</b> <b>Email: subodhgoel22@gmail.com</b> <b>Mobile: 09650867778</b>
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8.2 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.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 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.

8.6 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.

8.7 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.

8.8 The Monitor will submit a written report to the designated Authority of 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.

#### **9. Facilitation of Investigation**

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.

#### **10. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

#### **11. Other Legal Actions**

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.

#### **12. Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extended 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.

12.2 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.



The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BUYER

BIDDER

Mr. Keyur Desai  
Regional Head- AhRO  
Export-Import Bank of India  
Ministry of Finance

Mr./Ms. \_\_\_\_\_  
Chief Executive Officer/ MD/ Director

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.

**(Note: Pls. Sign and stamp on all IP agreement pages)**