

# **E-TENDER**

**FOR**

**Hiring of Cars at Export-Import Bank of  
India, PRO**

**Tender Reference No: EXIM/RFP/2019-20/022**

**Phone: 020-26403000**

**Email: [eximpro@eximbankindia.in](mailto:eximpro@eximbankindia.in)**

**EXPORT - IMPORT BANK OF INDIA**

**402 & 402 (b), 4<sup>th</sup> Floor,**

**Signature Building, Bhandarkar Road**

**Pune – 411 004.**

**Phone : 020-26403000**

**E-Mail : [eximpro@eximbankindia.in](mailto:eximpro@eximbankindia.in)**

## **C O N T E N T S**

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I) **E – TENDER NOTICE**

**Tender Ref. No : EXIM/RFP/2019-20/022. Tender Hiring Cars/2019 dated 24 - 06 - 2019.**

**Tenders are invited from the eligible Agencies for Hiring Cars for Exim Bank, Pune Office at 402 & 402(b), Signature Building, Bhandarkar Road, Pune – 411 004.**

**Last date for submission of e-tender is 18-07-2019. For further details, see website of Exim Bank i.e. [www.eximbankindia.in](http://www.eximbankindia.in) or contact on phone 020-2640300;020-26403100.**

**TENDER DOCUMENT FOR CAR HIRING SERVICES AT EXIM BANK**

**Document Control Sheet**

1. Open Tender No.	EXIM/RFP/2019-20/022
2. Name of Organization	Export-Import Bank of India
3. Start date and time for view/downloading of tender document	24/06/2019 (17:00 Hrs)
4. Start date and time for submission of bid	24/06/2019 (17:00 Hrs)
5. Last date and time for downloading tender document	18/07/2019 (13:00 Hrs)
6. Last date and time for submission of EMD, Tender Fee and IP agreement in original	18/07/2019 (17:00 Hrs.)
7. Last date and time for online submission of BID	18/07/2019 (20:00 Hrs)
8. Date and time for Opening of Technical and Financial Bid	19/07/2019 (17:00 Hrs)
9. Address for Communication	Mr. Rupesh Kumar Sharma, Regional Head Export Import Bank of India 402 & 402 (B), 4 <sup>th</sup> Floor, Signature Building, Bhandarkar Road, Pune – 411 004.

**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 to be sent to Exim Bank , Pune on or before 18th July 2019, 17.00 Hrs.

**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 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.

#### **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)- 68136820/29/31/35/40/43/52/53/57/59/63**

## II) Instruction for Online Bid Submission

As per the directives of Department of Expenditure, this tender document has been published in the <https://eximbankindiatenders.procuretiger.com>. The Bidders are required to submit soft copies of their bids electronically on the e-tender, using Valid Digital Signature Certificates. More information useful for submitting online bids may be obtained at: <https://eximbankindiatenders.procuretiger.com>

### **REGISTRATION**

- 1) Bidders are required to enroll online by opening Website: <https://eximbankindiatenders.procuretiger.com>. Click on “New Bidder Registration” link and create User Id and Password. The user ID will be activated after payment of ₹ 5,000/- as a tender fees to Exim Bank and mode of payment will be DD favoring “Export-Import Bank of India ”. Based on Exim Bank’s confirmation, E-Procurement Technologies Ltd will activate the user ID. EXIM Bank reserves the right to reject the Tender without giving any reason whatsoever.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password to their accounts.
- 3) Bidders are advised to register their valid email id and mobile numbers as part of the registration process.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate ( Class III Certificate with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. sify/TCS/nCode/eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a Bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured login by entering their User ID / Password and password of the DSC / e-Token.

**Export –Import Bank of India**  
**Pune Office**

Our Ref: EXIM/RFP/2019-20/022

June 24, 2019

**NOTICE INVITING QUOTATION FOR HIRING OF CARS FOR**  
**Exim Bank, 402 & 402 (B), Signature Building, Bhandarkar Road, Pune – 411 004**

Exim Bank, Pune invites Sealed Tender in double bid system from registered/ reputed agencies /firms for Annual contract for **HIRING OF CARS** Diesel/Petrol driven /CNG **ON REGULAR BASIS or as and WHEN REQUIRED basis FOR A PERIOD OF three years** from the date of Agreement of the contract.

The e-tender shall be in two Bid System i.e. Technical & Financial Bid. The amount of EMD (Bid Security) is ₹ 50,000/- (₹ Fifty Thousand Only) in the form of Demand Draft drawn in favor of **Export-Import Bank of India** which shall be put in a separate envelope.

The Demand Draft shall be valid for at least 3 months. The Financial Bid shall be opened on **July 19, 2019 at 17:00 hrs**, Export- Import Bank of India, WTC, 21<sup>st</sup> floor, Cuffe Parade, Mumbai by the Committee authorized by this office and in the presence of such bidders or their authorized representative who may wish to be present. The competent Authority reserves the rights to cancel any or all the tenders without assigning any reasons.

**Name: Rupesh Kumar Sharma**  
**Designation: Regional Head**

**Place: Pune**

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**Annexure I****Sub: Notice Inviting Tender for “Hiring of Cars”.**

**1. Parties:** The parties to the Contract will be bidder who will be providing the car services to the **Exim Bank, 402 & 402 (B), Signature Building, Bhandarkar Road, Pune – 411 004** who would be availing the services.

**2. Addresses:** The bidder shall be solely responsible for the consequences of any omission or error to notify change of address and/or contact number(s) in the aforesaid manner.

**3. Earnest Money:** Earnest Money of ₹ 50,000/- (Rupees Fifty Thousand only) in the name of **Export Import Bank of India, 402 & 402 (B), Signature Building, Bhandarkar Road, Pune – 411 004** in the form of Demand Draft of any Nationalized bank must be deposited by bidders along with duly filled tender document. The Earnest Money of the unsuccessful bidders will be returned within 30 days after award of the contract. No interest will be paid on Earnest Money by Exim Bank till the entire process of award of contract is completed.

**3.1** Bidder shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or back out after quoting the rates, the Earnest Money will be forfeited.

**3.2** No request for transfer of any previous deposit of Earnest Money or Security Deposit or adjustment against any pending bill(s) will be entertained.

**3.3** The tender without Earnest Money will be summarily rejected.

**4. Earnest Money Deposit:** Security Deposit of ₹ 50,000/- (₹ Fifty Thousand only) in the name of Exim Bank, payable at Pune, in the form of Demand Draft of any Nationalized Bank must be deposited by the successful bidder.

**5. Preparation and Submission of e-Tender:** The e-tender should be submitted in two parts namely, Technical Bid & Commercial Bid (in form given in **Annexure – III**) along with Earnest Money Deposit.

**6. Signing of the relevant documents:** The individual signing the e-tender or other documents connected with contract must specify whether he sign as:-

- (a) A “sole proprietor” of the concern or constituted attorney of such sole proprietor.

- (b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute the document.
- (c) Director(s) or Principal Officer of the Company duly authorized by Board of Directors of the Company, if it is a Company.

**Commercial Bid:** The Commercial Bid should be submitted in the format given in **Annexure-IV**. The Commercial Bids of those bidders, who are found technically competent/eligible, will be opened on a specified date and time.

**7 . Terms of payment** as stated in the Tender Documents shall be final. The taxes liable would be deducted at source as per government rules and guidelines, if any, will be prevailing at the time of payment.

**8. Validity of the Bids:** The bids shall be valid for a period of Six months from the date of opening of the tender.

**9. The tender received through post**

In case any e-tender is received after the stipulated date and time, the same will not be accepted and rejected the same without any further intimation to the bidder. The responsibility for timely submission of the tender by the stipulated date and time shall lie on the bidder.

**10. Opening of Tender:** The technical & commercial bid will be opened by the e-tender opening & evaluation Committee of Exim Bank, WTC, 21<sup>st</sup> floor, Centre One Building, Cuffe Parade, Mumbai at 1700 hrs. on July 19, 2019 at this office.

**11. Criterion for Evaluation of tender:** After the opening of the Commercial Bid, the same will be evaluated by a committee based on weightage (Technical 70%, commercial 30%). In case the committee decides to seek further information/clarification, the same shall be provided by the bidder.

**12.** The contract will be awarded to the lowest eligible e-tender and will commence from the date of signing of the Agreement indicated in the terms and conditions. The contract will be for a period of 36 months which may be further extendable up to one year, if the performance/service is found satisfactory.

**13. Right of Acceptance:** Exim Bank reserve all rights to reject any e-tender including of those e-bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind it to accept the lowest or any specific tender. The decision of the Competent Authority of Exim Bank in this regard shall be final and binding. Any failure on the part of the bidders to observe the prescribed procedure and any attempt to canvas for the work will prejudice the tender submitted by the bidder.



**13.1** Tenders not in conformity with the prescribed terms and conditions will stand disqualified.

**14. Communication of Acceptance:** Successful bidders will be informed of the acceptance of his bid. EMD of the successful bidder will be refunded expiry of the contract.

**15. Signing of the Agreement by the successful bidder who has been awarded the Contract for providing cars by the Competent Authority of Exim Bank**

He/She shall have to sign the contract agreement on a non-judicial stamped paper of ₹100.00. Any failure on the part of the bidder for not signing the contract agreement or fulfilling the conditions as provided in the e-tender contract will be dealt as per Clause 16 of the Tender Agreement. After signing of the Agreement the bidder will be addressed as 'Bidder'.

In case the bidder after award of the contract fails to sign the contract agreement within a period of 30 days, the offer of the award of contract will be cancelled without any extension.

**16. Penalty:** In case of breach of any conditions of the contract as losses cause including excess cost due to hiring of Car from the market in the event of Bidder failing to provide requisitioned Cars or not providing Cars, Exim Bank shall make deductions at double the rate of hiring rate on pro rate from the pending/upcoming bills of the bidder.

**17. Breach of Terms and Conditions:** In case of breach of any of the Terms and Conditions mentioned above, the Exim Bank will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by Exim Bank in that event and the Security Deposit will be forfeited.

**18. Sub-letting of Work:** The firm shall not assign or sublet the work or any part of it to any other person or party.

**19. The e-tender will not be transferable.**

**20. Termination of the Contract**

The Bank can terminate the contract by giving thirty days' **notice**.

**21. Terms of Payment:** No payment shall be made in advance.

**Annexure-II****PARAMETER AND TECHNICAL SPECIFICATION****Sub: Notice inviting Tender for “Hiring of Cars’ at PRO****PART-I****ELIGIBILITY CRITERIA/PARAMETERS AND TECHNICAL SPECIFICATIONS FOR HIRING OF CARS**

1. The Agency/Firm etc. should be providing car hiring services at least three years to Govt. organization/PSU/Public Limited Company on regular basis at present and should own at least 10 Cars and the list of Cars along with photocopies of registration book (for confirmation that Cars are in the name of the Firm/agency) should be attached with the tender.
2. Only such Agency/Firm may apply whose Cars have been duly authorized by the concerned RTO (i.e. the vehicle should be registered as Cars) for use as public transport and who have telephone and mobile connections available at their premises/Garage/Stand/Office/in-person from where such Cars are to be operated and can be requisitioned by the Exim Bank.
3. The firm should abide by all labour laws as applicable from time to time.
4. Only such Agency/Firm may apply whose annual turnover is Rs 25 lakhs or more.
- 5.(i) The firm should ensure that the drivers employed hold valid driving license, are in uniform, well behaved, reasonably educated, conversant with traffic rules/regulations and city roads/routes as well as with the security instructions.  
  
(ii) The firm should ensure that the drivers have no criminal/legal case pending against them in any police station or court of law.  
  
(iii) Each driver employed by the firm must have a cell-phone duly activated and shall wear uniform while on duty.  
  
(iv) No mileage will be allowed for lunch/tea etc. to the driver. The drivers are not allowed to take hired vehicles for their personal lunch and/or tea during duty hours.  
  
(v) The service providers and the drivers should ensure that each vehicle is neat and clean, as well as operationally fit (i.e. with no known DEFECT) and sufficient fuel when on duty. Majority of cars should not be more than 5-year-old.  
  
(vi) Each car should be installed with GPS system for tracking the route.

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- (vi) Each driver should preferably be able to understand English/Hindi and/or the Marathi.
- (vii) The time and distance in respect of hired cars will commence and terminate either from/to the **pick-up and drop points only**.
- (viii) Goods carrier agencies cannot apply for the e-tender. Only service providers who strictly provide 'car hiring' services can apply for the e-tender.

**TECHNICAL INFORMATION****Sub: Tender for “HIRING OF CARS”**

1. Name of the Bidder/Concern: \_\_\_\_\_
  2. Address (with Tel & Mob No.): \_\_\_\_\_
  3. Address of the Proprietor/  
Partner with telephone number: \_\_\_\_\_
  4. Nature of Concern: \_\_\_\_\_  
Sole proprietor or partnership firm or a Company or a Government  
Department or a Public Sector Organization) (Attach Proof).
  5. Registration Number of the Firm: \_\_\_\_\_  
(attested photocopy of registration should be attached)
  - (i) Pan Number of Bidder/Concern: \_\_\_\_\_  
(attested photocopy should be attached)
  - (ii) GST registration No. \_\_\_\_\_
- Earnest money/demand draft No. \_\_\_\_\_ dated \_\_\_\_\_ from  
Bank Name \_\_\_\_\_ Amounting to ₹ \_\_\_\_\_ as earnest  
Money deposit.
6. Annual turnover of firm \_\_\_\_\_ (attach proof)
  7. Income Tax Clearance Certificate (attach certified copy)
  8. GST Registration Number (attach certified copy)
  9. Whether each page of Tender and Annexures have been signed and stamped. Yes/No.
  10. List of Organizations with address and telephone number to whom services have been provided during  
the last three years with period of contract to be enclosed.
  11. Registration Nos of Cars together with make, year of purchase and kms run along with photocopies of  
registration book and valid insurance should be attached in a separate sheet.
  12. Any other information important in the opinion of the bidder.

Date: \_\_\_\_\_

(Authorized Signature)  
Seal of the firm

**Annexure –IV**
**Technical Bid Evaluation Criteria**

<b>Sr. No.</b>	<b>Criteria Description</b>		<b>Marks</b>
1	The Agencies/firms should be Pune based, their technical marks would be:	Within 20 Kms	05
		Within 10 Kms	10
		Within 5 km radius around office	20
2	The Agencies should be providing regular car services to Government Organization/PSU/Public Limited companies. Technical marks would be:	Service provide at least 3 years	10
		More than 3 years	15
		More than 5 years	20
3	Agencies may apply whose annual turnover is more than Rs. 25 laks or more. Technical marks for annual turnover would be:	At least Rs. 25 laks	10
		More than Rs. 25 lakhs & less than Rs. 50 lakhs	15
		More than Rs. 50 lakhs	20
4	Number of cars owned	Minimum 10 cars	05
		More than 10 cars	10
5	Cars having GPS system for route tracking		10
6	GST Registration, PAN Card		10
7	PF, ESIC account & police clearance certificate of Drivers		10
<b>Total Marks</b>			<b>100</b>
<b>Minimum Marks required</b>			<b>70</b>

**COMMERCIAL INFORMATION (FINANCIAL BID)**

Tender for “Hiring of Cars”

1. Rate (Excluding GST, parking and Toll charges) for Hire Cars as indicated below:

Particulars of vehicle along with + Registration No./Year.	Rate for (4 hrs. or 40 kms).	Rate for (8 hrs or 80 kms)	Rate for Additional kms.	Rate for additional Hrs.	Night Halt charges	Mumbai Airport Pickup / drop
Tata Indigo						
Swift D'-Zire / Etios						
Innova /Honda City						
Skoda						
Toyota Altis						
Toyota Camry/Honda Accord						

2. Any other information

- In case, the car travels for 5hrs or 60 kms then the service provider may charge the bank for the extra kms at normal rates of 4 hrs/40kms.
- In case, the car travels for more than 5hrs or 60 kms then the service provider may charge the bank for the extra kms at rate of 8hrs / 80kms.

Date: .....

Signature of Bidder

Place: .....

Name .....

Stamp .....

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**ANNEXURE VI****PRE CONTRACT INTEGRITY PACT (IP Agreement)****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 Rupesh Kumar Sharma (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 (Hiring of Cars at Export-Import Bank of India, PRO) and the **BIDDER/Seller** is willing to offer/has offered the stores 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 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 to be given).

<b>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) , Mumbai – 400054</b> <b>Email: dsarkar53@gmail.com</b> <b>Mobile: 08879684000</b>	<b>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 or 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**

Mr. Rupesh Kumar Sharma

Regional Head - PRO

Export-Import Bank of India

Ministry of Finance

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

**BIDDER**

Mr./Ms. \_\_\_\_\_

Chief Executive Officer/ MD/ Director

\_\_\_\_\_

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.