

E-TENDER

FOR

**Contract for Housekeeping Services and Manpower Supply
For Office Premises & Bank's Flats of
Export-Import Bank of India, Bengaluru**

Tender Reference No: EXIM/RFP/2019-20/084

**Contract for Housekeeping Services and Manpower Supply
For Office Premises & Residential Premises of**

Export - Import Bank of India
4th Floor, Ramanashree Arcade,
18 M G Road, Bengaluru, 560 001
Ph. 80-2558 5755/ 2558 9101, Fax: 080 25589107
E-Mail: eximbrow@eximbankindia.in

CONTRACT FOR HOUSEKEEPING SERVICES AND MANPOWER SUPPLY FOR OFFICE PREMISES & BANK'S FLATS OF EXPORT-IMPORT BANK OF INDIA, Bengaluru

EMD AMOUNT	₹10,000.00
DATE OF ONLINE NOTICE	20/03/2020 17:00 Hrs.
DOCUMENT DOWNLOADING : START DATE AND TIME	20/03/2020 17:00 Hrs.
DOCUMENT DOWNLOADING: END DATE AND TIME:	10/04/2020 15:00 Hrs.
LAST DATE AND TIME FOR: SUBMISSION	10/04/2020 16:00 Hrs.
OPENING OF TENDER: (TECHNICAL BID)	10/04/2020 17:00 Hrs.
SITE INSPECTION:	23/03/2020 to 28/03/2020

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 **April 10, 2020.**

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

CONTRACT PERIOD : 36 MONTHS (3 YEARS)

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 username & 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 for e-tender participation:

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 only.
4. 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

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1. QUOTATION BID NOTICE

The Quotation bid is invited for Services Contract for “Providing housekeeping staffs at Export –Import Bank of India, Ramanashree Arcade, 4th Floor, 18 M G Road, Bengaluru 560 001.

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 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
Fax: +91 (79) 40230847**

CONTACT INFORMATION FOR TENDER ENQUIRIES at Exim Bank.

1. Mr. Sandeep Kumar
Deputy General Manager
Export Import Bank of India
Ramanashree Arcade - 4th Floor,
18 M G Road, Bengaluru, 560 001
Ph. 080 2558 9101/02/03,
E-Mail: eximbro@eximbankindia.in

2. Mrs. S Jayabharathi
Administrative Manager
Export Import Bank of India
Ramanashree Arcade – 4th floor
18 M G Road, Bengaluru, 560 001
Phone: 080 2558 9101/02/03
E-mail: jayabharathi@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.

9. 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.*	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

Sandeep Kumar
Deputy General Manager & Regional Head
Export Import Bank of India
Ramanashree Arcade, 4th floor,
18 M G Road, Bengaluru:560 001

Dear Sir,

Ref: **Providing housekeeping services and manpower supply for Export-Import Bank of India,**
Bengaluru

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 **₹10,000/- (Rupees Ten 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 **₹ 10,000/- (Rupees Ten 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 ₹ 10,000/- towards **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:

4. SCOPE OF WORK

1.1. **Housekeeping:**

1.1.1. Maintenance of office premises including

Floor Cleaning & disinfecting in all the blocks; Cleaning of ceilings & high walls
Daily Sweeping, mopping / cleaning of washrooms/cleaning, dusting & vacuuming of the office premises including all its furniture, fixtures and its tapestry, equipment and accessories; Vacuum cleaning of all Carpets & Rugs; Cleaning of wastebaskets and disposing off all the collected refuse at designated areas; cleaning of all Glasses with proper Glass, blinds, railings, pantry; D G set, UPS room, AHU etc., washrooms/toilets etc. using cleaning Agents and disinfectants in all the blocks including washrooms, furniture and fixtures, blinds, glass walls, railings, pantry and floor tiles/ carpets etc. located at Export-Import Bank of India's Regional Office located at Ramanashree Arcade 4th Floor, 18 M G Road, Bengaluru: 560 001 admeasuring around 15,182 sq. ft.

1.1.2. Maintenance of Bank's visiting Officers Flat (VOF) at Silver Lake Terrace Apartments, No:167, Richmond Road, Bengaluru : 560 025 and maintenance of 4 Bank's residence flats at Marble Arch Apartments, No:3, Hennur Road Richards Town, Bengaluru 560 084 and maintenance of 4 Bank's residence flats at Purva Park Apartments, 53,MSO Colony, Cox Town, Bengaluru: 560 005. The contractor will also arrange for deep cleaning of the office and residential premises (flats) twice in month. The contractor will provide all necessary work material like uniform, rainwear etc. and safety gear required for their workers to carry out the housekeeping for the office, residential block. However, the cleaning materials shall be supplied by Exim Bank, as per the consumption estimate to be provided by the housekeeping agency on quarterly basis. In case of any seminars being arranged at office during Saturdays or holidays, the contractor will make all necessary arrangements related to the facility management

1.1.3. **Manpower Supply:** Apart from the above works, the three personnel (no supervisor) will be responsible for carrying out photocopying, cheques depositing and withdrawals from Banks etc. and other office related works like delivering of

distribution of mails/publications to Bank's constituents and collection of important and urgent documents and managing pantry related works also.

- 1.1.4. All Three personnel should have the ability to handle all the activities in the office as mentioned above.
- 1.1.5. The contractor will also provide services of professionals like plumbers, electricians, carpenter/ any skilled personnel on call basis.
- 1.1.6. The cleaning staff must wear clean & tidy uniform while on the job.
- 1.1.7. The contractor has to provide the required manpower as mentioned in the Financial bid and the payments shall be made as per the minimum wages.
- 1.1.8. The staff must maintain good behavior and shall avoid consuming tobacco, alcohol, cigarettes and other type of drugs while in the Bank and Bank's flats.

2. Eligibility Criteria:

- 2.1. The Contractor should be Bengaluru 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 3 years in providing housekeeping 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 3 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 ₹ 5,00,000/- 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 (PCC) or **submit an affidavit** to the effect that no criminal investigations / records are pending against it/him in the past.

- 2.7. The Contractor should have annual Turn-over not less than ₹ 5 lakhs.
- 2.8. The Contractor should fulfill all the statutory requirements like GST 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. The contractor will provide the Semi-skilled housekeeping staffs as detailed in Annexure -I.
- 2.11. All the above criteria will be considered during evaluation of tender documents and will be tabulated in a marking system.
- 2.12. The Tenderers **must** have the **Digital Signature** for submissions and for authentications of Technical Bid and subsequently for Commercial Bid documents.
- 2.13. The tender will be opened at **1700 hrs. on April 10, 2020** at the above office of Export-Import Bank of India in the presence of tenderers, who choose to be present there at. In case **April 10, 2020** will be Holiday, tender will be opened on next working day at the same time.
- 2.14. The discretion of Bank will be final and binding to all in respect of finalizing 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.

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 housekeeping service 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 housekeeping services in the past 3 years, including nos. of housekeeping staffs supplied to each unit and the value of contract along with documentary proof.

Document-III - Latest police verification certificate in respect of housekeeping 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-XIII - The firm should have the registration with or applied for PASARA (Private housekeeping Regulation Act) (Copy to be enclosed)

Document-XIV - The Annual turnover of the firm should not be less than ₹ 5 lac. 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 the Head office of Exim-Bank's located at Centre One Building, Floor 21, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005 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 tenderers 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.

7.0 Tender Opening and evaluation

Opening of Technical Bid

- a) All the offers received will be screened and shortlisted based on the requirement specified and the details submitted by the bidder. All such shortlisted offers will be further evaluated on the qualitative aspects in various parameters as detailed in Technical Bid Evaluation Scoring Sheet. The technical score will be assigned based on above details. The bidders who will score 70 marks and above, on the scale of 100, will only be shortlisted for final consideration. 70% weightage will be given to technical parameter and 30% for financial bid for final scoring. After techno commercial evaluation, whoever secures highest marks will be considered as the successful bidder. The Bank, if needed, will negotiate with the successful bidder.
- b) For reference, the scoring on evaluation of Technical and Price Bids are as follows:

Technical Scoring: 70% weightage is considered in the below formula for final scoring.

$$TS = M \times 0.7$$

Where 'TS' is Technical Score and 'M' IS Marks obtained on technical parameters.

Price Bid Scoring: the Lowest Bidder (L1) will get a maximum score of 30 and marks will be proportionately awarded to other bidder as per the following formula:

$$FS = 30 - \left[\frac{Q-L}{L} \times 30 \right]$$

Where 'FS' is Total Financial Score, 'Q' is Price Quoted by subsequent bidder (i.e. L2,L3 etc.) and 'L' is the Lowest Quoted Price by a L1 bidder.

Final Scoring:

$$S = TS + FS$$

Where 'S' is Final Score, 'TS' is Technical Score and 'FS' is Financial Score.

On the basis of techno commercial evaluation whoever secures highest marks will be considered as the successful bidder.

Opening of Price Bid

The Bank will inform all the Technically Qualified Bidders the time, date and venue fixed for the opening of the Price Bid. In the event of the specified date of opening being declared a holiday for the Bank, the Price Bid will be opened at the appointed time and location on the next working day. The date & time will be intimated to qualified bidders.

7. Technical Bid Evaluation Criteria

Following are the details of Technical Weightage for e-Tender of Housekeeping Service and Manpower supply.

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

Constant Fields for Price Bid (as per statutory requirement)

Particulars	Rate /Month in ₹
1. BASIC	15,054.00
DA	2,262.00
TOTAL Wage - A	17,316.00
2. BONUS (8.33%)	1,442.42
3. Leave on Wage	1,165.50
TOTAL B	2,607.92
TOTAL (A+B)= C	19,923.92
4. PF (13.00%)	2,251.08
5. ESI (3.25%)	600.65
6. UNIFORM	300.00
TOTAL D	3151.73
TOTAL charges per person per month (E)	23075.65
TOTAL charges for 3 person per month (F)	69226.95
Management Fee (G) in % of F	
GRAND TOTAL (H) (excluding taxes) [F + G]	

The above basic wage is as per current/present government (Central Administration) notification **dated September 23, 2019** and is subject to change/revised from time to time as per future government notifications.

Note: Management Fee should be quoted in percentage of Total Charges for 3 person per month.

8. PRICE BID

To,
Mr.Sandeep Kumar,
Deputy General Manager & Regional Head
Export-Import Bank of India,
Ramanashree Arcade - 4th floor,
18 M G Road, Bengaluru : 560 001

Dear Sir,

1. I/We, submit the e-tender price bid for appointment as Service Contractor for providing housekeeping service & Manpower supply 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 agree to abide by them.
3. I/We hereby offer to provide housekeeping at the following percentage of service charge on the basic minimum wages notified by the Central 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.

(Min. wages as per Central Govt. w.e.f. 23.09.2019)	No. of workers Required	Per Person (Amt. in Rs.)	Total (Amt. in Rs.)
Housekeeping staffs/Manpower: semi - skilled	3	23075.65	69226.95
	-	-	-
	-	-	-
	-	-	-
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 housekeeping staffs 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 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 in 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 change is given to EXIM BANK or not

Yours faithfully,

(_____)

Signature of Tenderer
(Capacity in which signing)

9 FINAL EVALUATION CRITERIA

I. DEFINITION:

- (a) The terms ‘Contract’ shall mean and include the invitation to e-tender incorporating also the instruction to tenderer, the e-tender, 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 housekeeping staff.

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 May 1, 2020 to April 30, 2023.

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 housekeeping staffs.

- (a) The contractors shall during the period of contract pay not less than minimum wages to the housekeeping staffs 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 housekeeping staffs 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 housekeeping staff 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 day 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.

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 housekeeping 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.

(c) The contractor shall be responsible to supply adequate and sufficient housekeeping personnel/ staffs 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 housekeeping personnel Exim Bank at its entire discretion, without terminating the contract be at liberty to engage other housekeeping 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 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.

(c) In the event of the default on the part of the contractor(s) in providing housekeeping staff/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 produce 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 housekeeping staffs under unskilled category as duly notified by Central Govt. from time to time, as the case may be)

(2) EPF

(3) ESI

(4) Bonus

(5) Gratuity

(6) Uniform

(7) Leave salary

(8) Such other statutory charges, if any,

(9) GST

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 Bengaluru 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 housekeeping staffs 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 staffs 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 months 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 housekeeping services for Exim Bank are

10. TERMS & CONDITIONS OF SERVICE CONTRACT FOR PROVIDING HOUSEKEEPING SERVICES AND MANPOWER SUPPLY for Office Premises of Export-Import Bank of India

1. The contractor will provide housekeeping staffs/Manpower arrangement for 8 hours in a day. Housekeeping for “Providing housekeeping staffs/Manpower at 4th Floor, Ramanashree Arcade 4th floor, 18 M G Road, Bengaluru- 560 001”.

2.

SHIFT TIMINGS:

Shift	Time	No. of workers Required
shift	09.00 a.m. to 06.00 p.m.	3

3. The contractor will undertake to provide housekeeping 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 housekeeping 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 housekeeping staffs under un-skilled category, minimum wages are applicable as notified by Govt of Karnataka / Govt. of Central (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 housekeeping at 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 housekeeping 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 housekeeping staffs.

10. If EXIM BANK considers that the replacement of a particular housekeeping 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 housekeeping staffs 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 housekeeping staffs 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 housekeeping staffs will be supplied to EXIM BANK. The contractor shall also provide the nominal roll of the housekeeping staffs along with their photographs to EXIM BANK. The Character/antecedents verification of housekeeping staffs 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 housekeeping staffs will be provided with an identity card by the housekeeping contractor which will be countersigned by the contractor.

14. The contractor will pay the wages, advances and any other payments regularly to the housekeeping staffs deployed.

15. 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.

16. The housekeeping staffs 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.

17. 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.

18. 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 housekeeping purpose except natural calamities.

19. The contractor shall provide to their housekeeping staffs all the material necessary for housekeeping purposes.

21. EXIM BANK reserves the right to ask the contractor to remove any staff 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 staffs 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 housekeeping staffs 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 housekeeping 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 housekeeping 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 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 the 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.

28. 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.

29. 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 workplace and related issues.

30. 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/ housekeeping staff/ supervisors/ officers who may be put on duty for housekeeping of EXIM BANK's residential premises 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:-

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 housekeeping 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 blacklisted 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.

INTEGRITY PACT

Between

Export-Import Bank of India (EXIM BANK) hereinafter referred to as **“The Principal”**,
And

..... hereinafter referred to as **“The Bidder/
Contractor”**

Preamble

The Principal intends to award, under laid down Organizational procedures, contract/s for **“Housekeeping services & supply of Manpower”**. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the Principles mentioned above.

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive Suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the

tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/ Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/ Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(S)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

- (2) The Bidder(s)/ Contractor(s) will not instigate third person to commit offences outlined above or be an accessory to such offences.

Sanction 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the bidder(s)/ Contractors(s) from the tender process.

Sanction 4 – Compensation for Damages

- (1) If the principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor

liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 — Equal treatment of all Bidders / Contractors / Subcontractors

- (1) In ease of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

- (1) The Principal has appointed competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. Names and Addresses of the Monitors are given below;

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

Mobile: 09650867778

The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Managing Director (MD), EXIM BANK.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising later, the IEM shall inform Managing Director (MD), EXIM BANK and recuse himself / herself from that case.
- (5) The Principal will provide to the Monitor enough information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding

recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (7) The Monitor will submit a written report to the Managing Director (MD), EXIM BANK within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Managing Director (MD), EXIM BANK, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Managing Director (MD), EXIM BANK has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Managing Director (MD) of EXIM BANK.

Section 10 - Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(Office Seal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

Place _____

Date _____

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

