



## E – TENDER

FOR

Security Services for Office and Residential Premises of Export-Import Bank of India, at New Delhi

Tender Reference No: EXIM/RFP/2020-21/20

Export - Import Bank of India

Office Block, Tower 1, 7th floor,  
Adjacent Ring Road, Kidwai Nagar (East),

New Delhi, 110023

Ph. +91-11-24607700, +91-11-61242600

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

## CONTENTS

Sr. No	Title
I	E-Tender Notice
II	Mandatory Information
III	E-Tender Process Compliance Statement
IV	Tender Form
V	Scope of Work
VI	Contract Details
VII	Instruction to Tenderers
VIII	Technical Bid Evaluation Criteria
IX	Price Bid Criteria
X	Terms and Conditions of Contract
XI	Pre Contract Integrity Pact



## **TENDER NOTICE**

Export-Import Bank of India, invites sealed tenders in a single bid system, from reputed contractors for providing Security Guards for its New Delhi Office and Residential Premises at New Delhi.

Vendor registration can be done online by opening Website:

<https://eximbankindiatenders.procuretiger.com>

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

### **CONTACT INFORMATION FOR E-TENDER PROCESS.**

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

Phone: +91 (79)- 68136820/29/31/35/40/43/52/53/57/59/63

Fax: +91 (79) 40230847

Email id: [support@abcprocure.com](mailto:support@abcprocure.com)

### **CONTACT INFORMATION FOR TENDER ENQUIRIES.**

Mr. Ashok Kumar Vartia  
Deputy General Manager  
Export-Import Bank of India  
7<sup>th</sup> Floor, Office Block 1, Kidwai Nagar (East), Adjacent to Ring Road,  
New Delhi-110023

<b>TENDER DOCUMENTS FOR</b>	<b>Providing Security Services For Export-Import Bank of India at New Delhi.</b>
<b>TENDER DOCUMENT COST(Payable by DD in favor of Export Import Bank of India) or thru RTGS in Exim Bank's following account:</b>  Beneficiary: Export-Import Bank of India, Account Number: 007010200016630 IFSC : UTIB0000007	₹ 5000/-
<b>Last Date for acceptance of Tender Document fee1</b>	<b>October 09, 2020, 17.00 Hrs.</b>
<b>Earnest Money Deposit (EMD) of Rs 1.00 Lakh has to be submitted through Demand Draft favoring Export Import Bank of India. EMD amount will not bear any interest.</b>	1.00 Lakh
<b>Place of Submission of DD and IP Agreement original document.</b>	Export - Import Bank of India Office Block, Tower 1, 7th. floor, Adjacent Ring Road, Kidwai Nagar (East), New Delhi, 110023
<b>Last date for acceptance of IP Agreement(IPA), Tender Cost and EMD.</b>	<b>October 09, 2020, 17.00 Hrs.</b>
<b>Date of Online Notice</b>	<b>September 18,2020, 16.00 Hrs.</b>
<b>Document Downloading Start Date</b>	<b>September 18,2020, 16.00 Hrs.</b>
<b>Document Downloading End Date</b>	<b>October 09, 2020, 16.00 Hrs.</b>
<b>Last Date and Time For Submission</b>	<b>October 09, 2020, 17.00 Hrs.</b>
<b>Opening of Tender</b>	<b>October 12, 2020, 14.00 Hrs..</b>
<b>Place of Receipt of Tender</b>	<a href="https://eximbankindiatenders.procuretiger.com">https://eximbankindiatenders.procuretiger.com</a>

**Note:** Download the Integrity Pact Agreement (IPA) (attached as Annexure) and sign on Rs.500 stamp paper. Scanned copy to be uploaded on the E-tender portal. Original document to be sent to Exim Bank, New Delhi Office, New Delhi as per the date and time mentioned in the tender document.

**e-Tendering / Electronic Tendering / Web Tendering / Online Tendering** is the simulation of the manual tendering process on the internet. i.e., the eligible bidders / tenders can log on to the internet site specified using a unique user name & password and place their Technical & Price bids. The 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.

**VALIDITY OF OFFER:** The offer should remain **valid for a period of 6 months** to be reckoned from the last date of submission of offer.

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

**Minimum requirement:**

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

**MANDATORY INFORMATION**

Sr. No.	Particulars	Details
1. *	Name of the Company (**Should be Delhi/Delhi-NCR Based)	
2. *	Name of the Proprietor, Partners/Directors	
3.	Office Telephone Nos.	
4. *	Address	
5.	Email Address	
6.	Year of Establishment	
7. *	License issued by competent authority.	
8. *	Status of Firm. (Proprietor/Partnership/Co. etc.)	
9.	Name of Bankers	
10. *	PAN Card No.	
11. *	GST No. & ISO Certification	
12. *	PF & ESIC Account No.	
13. *	Customer Profile (attach separate sheet)	
14.*	Tender Fee DD Number/UTR No	
15.*	Contractor / its principal officers / employees to be deployed should have Clearance certificate from Police Department <b>or</b> submit an <b>affidavit</b> to the effect that no criminal investigations / records are pending against it/him in the last 5 years.	
16*	Income Tax Returns of past 03 years	
17*	License by PASARA	

I/We confirm that to the best of our knowledge this information is authentic and accept that any deliberate concealment will amount to disqualification at any stage.  
**Seal and Signature of the Bidder/s not required since the document is Digitally Signed.**

**Date:**

**Place:**

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

### E-Tendering Process Compliance Statement

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

1. The price once submitted cannot be changed.
2. Technical and other non-commercial queries (not impacting price) can be routed to the respective contact personnel of EXIM Bank indicated in the e-tender document. Bidding process related queries could be addressed to M/s e Procurement Technologies Ltd personnel indicated in the tender document.
3. Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of M/s. e-Procurement Technologies Ltd or of EXIM Bank. However M/s. e-Procurement Technologies Ltd. shall make every effort to ensure availability of technology resources to enable continuous bidding.
4. M/s. e-Procurement Technologies Ltd's responsibility is limited to technical assistance of bid event. Order finalization and post order activities would be transacted directly between bidder and the EXIM Bank.
5. Bids once made cannot be withdrawn or modified under any circumstances.
6. EXIM Bank can decide to extend or reschedule or cancel an e-tendering.
7. The bidders are advised to visit <https://eximbankindiatenders.procuretiger.com> for any corrigendum etc.

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

Date:

Organization:

Name:

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

**TENDER FORM**

**Mr. Ashok Kumar Vartia**  
Deputy General Manager  
Export-Import Bank of India  
7<sup>th</sup> Floor, Office Block 1, Kiwi Nagar (East), Adjacent to Ring Road,  
New Delhi-110023

Dear Sir,

**Ref: Contract for providing Security Services at the Bank's Office premises in New Delhi.**

I/we agree to execute and complete the work within the time frame stipulated in the tender scope of document. I/we agree not to employ Sub-Service Providers without the prior approval of the EXIM Bank. I/We agree to pay GST, all Royalties and all other applicable taxes prevailing and be levied from time to time on such items for which the same are liable and the rates quoted by me/us are Exclusive of the same.

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

I/We agree that in case of my/our failure to execute work in accordance with the specifications and instructions received from the Exim Bank, during the course of the work, Exim Bank reserves the right to terminate my contract.

Yours truly,

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

Place: Name :

Date: Designation :

Seal :



## SCOPE OF WORK

EXIM BANK invites tenders from registered and authorized contractors/agencies having experience and expertise in providing security services to Central Govt, State Govt, PSU and large Pvt. Companies for providing Security Guards for a period of three years, subjected to yearly review, extendable for a further period of one or more years on mutual consent on same terms & conditions.

### **I. PLACE OF PROVIDING SECURITY GUARDS:**

- (a) Export-Import Bank of India,  
Office Block, Tower 1,  
7th floor, Adjacent Ring Road,  
Kidwai Nagar (East), New Delhi, 110023
- (b) C 29 Ground Floor  
Jangpura, New Delhi 110014
- (c) Export-Import Bank of India,  
Ground Floor,  
Statesman House, 148 Barakhamba Road,  
New Delhi 110001
- (d) Tower No 9, Type IV,  
GPRA Complex,  
East Kidwai Nagar, New Delhi
- (e) Common Wealth Games Village,  
Near Akshardham Temple  
New Delhi

### **II. BRIEF DESCRIPTION OF WORKS:**

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

The tenderer must get themselves fully acquainted with the locations of premises before submission of tender.

### III. VOLUME OF WORK:

- (a) Security of Plate A, B & C at Office Block, Tower 1, 7th. floor, Adjacent Ring Road, Kidwai Nagar (East), New Delhi, 110023
- (b) Security of Bank's flat at C29/C30 Jungpura Extension, New Delhi 110014.
- (c) Security of Basement, Ground Floor and Mezzanine floor, Statesman House, 148 Barakhamba Road, New Delhi 110001.
- (d) Security of Tower 9, Type IV, GPRA Complex, East Kidwai Nagar, New Delhi 110023.
- (e) Security of Tower 6, 7, 8, 22, Common Wealth Games Village, Near Akshardham Temple, New Delhi 110092.

### CONTRACT DETAILS

#### I. DEFINITION:

- (a) The term 'Contract' shall mean and include the invitation to e-tender incorporating also the instruction to tenderer, the e-tender, its annexure, appendixes, schedules, acceptance of e-tender and such general and special conditions as may be added to it.
- (b) The term "EXIM BANK" wherever occurs shall mean Export-Import Bank of India.
- (c) The term "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.
- (e) The term 'Contract Rates' shall mean the rate of payment accepted by the, EXIM BANK for and on behalf of EXIM BANK.
- (f) The term 'Worker' shall mean Security Guard.

#### II. PARTIES TO THE CONTRACT

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

### **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 contractor 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 contractor 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&A) Act 1970, the Indian Factory Act, the Workmen Compensation Act, Employees Provident Fund Act, and under Minimum Wages Act and various other statutory enactments shall be that of the contractor.

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

(a) The contractor shall, during the period of contract, pay not less than minimum wages to the Security guard(s) 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 given the particulars as indicated in Appendix.

EXIM BANK reserves 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.

**(c) WEEKLY OFF**

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

i) The relieving charges will be payable for the Security Guard which are engaged for all the days in a month because the minimum wages is payable for 26 working days where four/five holidays/leave are allowed.

ii) The Agency will be directed to ensure that no Security Guard is required to discharge duty for more than 8 hours.

**(d) 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.

**(e) FIRST AID FACILITY:**

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

## **VII. PERIOD OF CONTRACT: -**

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

## **VIII. SUMMARY TERMINATION**

(a) In the event of the contractor having been adjudged insolvent or goes into liquidation or winding up their business or 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 contractor and to claim from the contractor 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 unexpired period of the contract at the risk and cost of the contractors and/or forfeit the security deposit or any part thereof for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by EXIM BANK due to the contractor's negligence in the performance of any of the service under the contract.

(c) The contractor shall be responsible to supply adequate and sufficient security personnel/guards under the contract in accordance with the instructions issued by an officer acting on behalf of Exim Bank. If the contractor fails to supply the requisite number of security personnel, Exim Bank, at its discretion, without terminating the contract be at liberty to engage other security personnels 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.

## **IX. 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 unworkmanship like performance of any service under his contract or breach of any terms thereof or their failure to carry out the work with a view to avoid incurrence of damages etc. and

for all damages or losses occurred to EXIM BANK or in particular to any property or plant belonging to EXIM BANK due to any act whether negligent or otherwise of the contractor(s) themselves or their employees. The contractor(s) shall also be liable for the interest at commercial lending rate on costs/damages/expenses. The decision of EXIM BANK regarding such failure of the contractor(s) and their liability for the losses, etc. suffered by EXIM BANK shall be final and binding on the contractor(s)

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

(c) In the event of the default on the part of the contractor(s) in providing Security Guard/and/or their failure to perform any of the services mentioned in this agreement efficiently and to the entire satisfaction of EXIM BANK or any officer acting on his behalf, EXIM BANK shall without prejudice to other right and remedies, under this 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.

#### **(d) 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.

#### **X.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.

#### **XI. PAYMENT:**

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

(1) Minimum wages (Minimum wages are applicable for Security Guard under skilled category as duly notified by Central/National Capital Territory of Delhi. [whichever is higher] from time to time, as the case may be)

(2) EPF

(3) ESI

(4) Bonus

(5) Relieving charges

(6) Applicable Taxes

(7) Such other statutory charges, if any,

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

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

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

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

#### **XII. 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 National Capital Territory of Delhi shall have exclusive jurisdiction to adjudicate the disputes arising under the contract.



### **XIII. DUTIES AND RESPONSIBILITY OF THE CONTRACTOR:**

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

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

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

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

(e) Police verification of the guards should be submitted prior to one month of posting the person at our premises. In the case of change of any guard, payment of wages for that guard will be release only after submission of police verification.

(f) If the party fails to comply with statutory/legal requirement, as stipulated in the terms & conditions of the tender within two month from the award of contract, the same 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.

### **XIV: Earnest Money Deposit (EMD):**

Bidder should pay specified amount towards Earnest Money deposit as follows:

(a) Rs 1,00,000/- (Rupees One Lakh Only) in the form of Demand Draft drawn on any Nationalized /Schedule bank in favour of "Export Import Bank of India" Payable at Delhi or thru RTGS in following account under intimation to this Office.



Beneficiary: Export-Import Bank of India,  
Account Number: 007010200016630  
IFSC : UTIB0000007

- (b) EMD will not carry any interest.
- (c) EMD will be refunded to the unsuccessful bidders after finalization of the bid and EMD of successful bidder will be retained by the Bank till the completion of the project and same will be released after satisfactory project sign off.
- (d) The Earnest Money Deposit submitted by the bidder may be forfeited if,
  - i) Successful bidder fails to execute an Agreement within specified time as per intimation/request of the EXIM BANK,
  - ii) Successful Bidder withdraws his tender or backs out after acceptance,
  - iii) Bidder withdraws his tender before the expiry of validity period stipulated in the bidding document,
  - iv) Bidder violates any of the terms and conditions of the tender,
  - v) Bidder revises any of the items quoted during the validity period,
  - vi) Bidder is found to have indulged in fraudulent practices in the bid submission process.
  - vii) MSME are exempted from paying any Earnest Money Deposit (EMD) and Tender Document Fees.

XV:- **Service Charge:** - Since the present TDS is deducted at the rate of 2% of bill value, quotations of administration charges/service charge less than or equal the TDS would be treated as unresponsive and will not be considered.

## **INSTRUCTION TO TENDERERS**

**(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:** -

The tenderer should have digital signature on his/their firm name. Digitally signing the e-tender shall state in what capacity he is or they are signing the 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 is to be annexed.**

Document-I	Work experience certificate and work presently in hand including details of Establishments where the firm has provided the Security Guards in the past 3 Years, including nos. of Security Guards supplied to each unit and the value of Contract along with documentary proof.
Document-II	Latest police verification certificate in respect of Security personnel of the Contractor and the firm.
Document-III	Attested copies of power of Attorney, if relied upon.
Document-IV	Income Tax, Pan No. of Firm.
Document-V	Attested copies of partnership deed/copy of Memorandum and articles of association, as the case may be.
Document-VI	Property details of the partners/Firms/establishment.
Document-VII	Name and address of all partners/Directors/proprietors as the case may be.
Document-VIII	ESIC/EPF registration Nos.
Document-IX	Name of Bankers, Copies of the IT Returns and Annual Turn Over(Annual Report) for the last three years.

Document-X	All other Document mentioned in NIT, e-Tender document, its annexure, schedules.
Document-XI	GST registration certificate.
Document-XII	The Annual turnover of the firm should not be less than Rs.5.00 crore per Annum. Documentary evidence to be enclosed.
Document-XIII	The Firm should have the registration with or applied for PASARA (Private Security Regulation Act) (copy to be enclosed).
Document-XIV	DD/UTR details for Tender Fee and EMD

**D)**

1. The Contractor should be Delhi/Delhi NCR based .
2. The contractor should have a professional reputation and the quality of works executed by the contractor should be of acceptable standard.
3. The Contractor will be required to offer a minimum of 5 weeks' credit limit.
4. A sum of ₹ 5000/- should be deposited as Cost of Tender Documents in shape of Bank draft of any Bank favouring "Export-Import Bank of India" payable at Delhi or through RTGS. Tenderer will only be allowed to download the tender documents after receipt of the Cost of the tender documents. Tenderers will be provided with the **User ID and Password**.
5. The tenders will be opened at **1400hrs on 12/10/2020** at the office of Export-Import Bank of India at Kidwai Nagar, New Delhi. In case **12/10/2020** is Holiday, tenders will be opened on next working day at the same time.
6. The discretion of Bank will be final and binding to all in respect of finalizing parameters on which tenders will be analyzed. The proposal will be evaluated on eligibility criteria as mentioned in the tender documents.
7. The Bank reserves the right to reject any or all the tenders without assigning any reason thereof. Canvassing in any form will disqualify the tenderer.

**(E) Tender Submission:**

1. Tender should be submitted in the prescribed format along with attested copies of the documents as stated in the application form. The Bank would consider only

such applications that satisfy the eligibility criteria. The last date for submission of completed application form along with the requisite documents is **09/10/2020 by 1700 hrs.**

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

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

4. All MSME's are exempted from submission of document Fee as per Govt. Rules on Submission of proof of documents (MSME & NSIC Certificates). However, executing integrity pact agreement and submitting the same in original on or before the due date is compulsory for all the Bidders/vendors who wish to participate in the e-tender.

5. 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.

#### **(F) Corrupt Practices:**

Any bribe, commission 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 as the case may be at their own expenses. EXIM BANK reserves the right to reject any or all the e-tenders 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/fax.

### TECHNICAL BID EVALUATION CRITERIA

Sr.No	Criteria Description		Weightage	Documents to be uploaded
1	The Contractor should be Delhi/Delhi NCR based	Delhi NCR	10	Registration Certificate
		Delhi	20	
2	Contractor experience in similar work	10-15 years	10	Purchase order/Experience certificate from the organization
		15-20 years	15	
		Above 20 years	20	
3	Contractor should have satisfactorily executed minimum of two, yearly contracts of similar nature with different organization, each costing not less than ₹20,00,000/-	Equal to ₹20- ₹40 Lakh	10	Purchase order/Letter of Intent and Satisfactory work completion certificate
		Between ₹40- ₹60 lakh	15	
		Above ₹60 lakh	20	
4	Contractor annual turnover	Between ₹2cr to ₹4cr	10	Audited Balance Sheet or CA Certificate
		Between ₹4 cr to ₹7 cr	15	
		Above ₹7 cr	20	
5	Contractor should have minimum of 50 security guards on its payroll as on March 31, 2019.	Equal to 50	10	Self-declaration letter on Company's Letter Head with list of employees.
		Between 50 to 100	15	
		Above 100	20	
	<b>Total Weightage</b>		<b>100</b>	
	<b>Minimum Weightage required</b>		<b>70</b>	

**Note:** All supporting documents have to be provided by the contractors

## ANNEXURE-A

### TERMS & CONDITIONS COVERING CONTRACT FOR PROVIDING SECURITY SERVICE BY SUPPLY OF SECURITY GUARDS AT EXPORT - IMPORT BANK of INDIA.

1. The contractor will provide security Guards arrangement for round the clock security of (a) Exim Bank, Office Block, Tower 1, 7th. floor, Adjacent Ring Road, Kidwai Nagar (East), New Delhi, 110023 b) EXIM BANK, Ground Floor, Statesman House, 148 Barakhamba Road, New Delhi (c) C29/C30 Ground floor, Jungpura, New Delhi d) Tower No 9, Type IV, GPRA Complex, East Kidwai Nagar, New Delhi (e) Common Wealth Games Village, Near Akshardham Temple, New Delhi personnel and vehicles etc. belonging of EXIM BANK/ its officers/ residents as the case may be. The contractor shall ensure the safety and security of EXIM BANK personnel, properties and vehicles in EXIM BANK by deploying guards following shifts for 365/366 days of a year:-

Shift	Time	Security Guards				
		Exim Bank Statesman House	Jangpura Extension	Exim Bank Kidwai Nagar	East Kidwai Nagar	CWG Village
1 <sup>st</sup> shift	07.00 a.m. to 03.00 p.m.	1	1	2	1	1
2 <sup>nd</sup> shift	03.00 p.m. to 11.00 p.m.	1	1	2	1	1
3 <sup>rd</sup> shift	11.00 p.m. to 7.00 a.m.	1	1	2	1	1

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

3. The contractor shall quote his service charges inclusive of all taxes for providing the security service.

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

5. The minimum wages are applicable for security Guard under skilled category, minimum wages are applicable as notified by Central/ Govt. of National Capital Territory of Delhi (whichever is higher) from time to time.

6. EXIM BANK shall have no right/obligation to employ directly or indirectly any personnel introduced by the contractor.
7. In case of any negligence, connivance or direct/indirect involvement of any personnel deployed by the contractor for security and safety of the property of EXIM BANK, or there being occurred any theft, pilferage, misappropriation, bungling of stocks/stores or any other loss EXIM BANK property for whatsoever reason the security contractor will be responsible and liable to compensate the losses as evaluated by EXIM BANK or any other authorized officer of EXIM BANK. Decision of EXIM BANK shall be final and binding on the contractor.
8. The contractor shall be responsible for providing uniforms to the Security Guards.
9. If EXIM BANK considers that the replacement of a particular Security Guard personnel supplied by the contractor is necessary, this will be done by the contractor on receipt of the written request from EXIM BANK with immediate effect.
10. EXIM BANK will not be responsible in any respect with regard to service conditions, salaries and conduct of the personnel provided by the Contractor.
11. The Security Guard personnel provided by the contractor shall have no lien of claim in any manner on EXIM BANK after their services are no more required by EXIM BANK or during their deployment. In case, the Security Guard personnel resort to litigation in any court for any reason, the contractor will be solely responsible towards verdict of the court, at its own cost. The contractor is liable for expenses, losses and damages, if any, due to his employees, any claim or suit or any such proceedings against EXIM BANK and EXIM BANK is entitled to deduct the sum from the pending or future bills of the contractor.
12. Only trained and experienced Security Guards personnel will be supplied to EXIM BANK. The contractor shall also provide the nominal roll of the Security Guard personnel along with their photographs to EXIM BANK. The Character/antecedents verification of Security Guard so engaged will be got carried out by the contractor to the satisfactions of EXIM BANK at the cost of the contractor from the concerned police authorities within one month of their engagement and each Security Guard will be provided with an identity card by the security contractor which will be countersigned by the contractor.
13. The Security Guard personnel engaged by the contractor will help to deal with the antisocial elements and will also provide protection to EXIM BANK staff/officers/residents while on duty at EXIM BANK office/residential premises.
14. The contractor will pay the wages, advances and any other payments regularly to the Security Guard personnel 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 security guards to be engaged by the firm must be of sound health and their character and antecedents must be verified and approved by the competent authority, If any of them is not found medically fit including intoxication prior to or during the continuance of the contract then the firm shall not employ or engage them and EXIM BANK shall have right to refuse admission to such employees of the firm into EXIM BANK premises.
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 security purpose except natural calamities.
19. The contractor shall provide to their security guards all the material necessary for security purposes like torch with cell, Gum-boot, sticks, shears, etc. at its own cost.
20. EXIM BANK reserves the right to ask the contractor to remove any guard found to be not discharging his duties satisfactorily or doubtful character and the contractor will immediately remove such person or persons and replace them immediately with suitable persons.
21. 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.
22. The contractor at its own cost will provide identity cards to all guards/gunmen or staff employed by them on duty. The identity cards shall be displayed on his person while on duty.
23. The duty points and rotation of security guards employed by the contractor will be decided by EXIM BANK. The contractor will have to abide by such directions as given by EXIM BANK regarding deployments of security personnel.
24. In case of any pilferage or theft the contractor or his representative shall report the matter immediately to EXIM BANK and shall also take-up the matter with the police for proper investigation and recovery of loss. If such a loss is due to negligence, absenteeism or by dereliction of duty by security personnel deployed by the contractor, the same shall be recovered by EXIM BANK from the contractor.
25. The contract will be terminated in case of any complaint regarding the services of the contractor found unattended after 02 (two) warnings.



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

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

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 it's 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 Regional 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 work place 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/ guards/ supervisors/ officers who may be put on duty to guard EXIM BANK's office/ 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 be providing 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 telegraphic address:**

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**II. COMPOSITION OF TENDERER:**

It should be stated 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 OF WORKING:**

Full particulars should be given if the tenderer has worked as a Security contractor of the Central Govt. State govt. or Public/Large 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. certificate of experience for preceding 3 years to be enclosed.

**V. (A) Whether entered into any contract with EXIM BANK earlier (if Yes, give details).**

(B) In case, the firm is black listed by any authority of Govt. of India, or any State Government or any Public Sector Undertaking, the same may be intimated to EXIM BANK.

**VI. TENDERERS BANKS:**

The name of the Bank or the Banks and the branches with the tenderer has dealings and who can certify the tenderer financial status should be given and necessary certificate to this effect.

**VII. Duly audited P&L account of preceding three years.**

**VIII. Income Tax Pan No.**

**IX. Details of immoveable properties:**

**a) Type of properties:**

b) Identification No. with address:

c) Owned in the name of:

X List of participants/Director.

**PRICE BID**

To,  
Export-Import Bank of India  
Office Block, Tower 1,  
7th. floor, Adjacent Ring Road,  
Kidwai Nagar (East),  
New Delhi, 110023

Dear Sir,

1. I/WE, submit the e-tender price bid for appointment as \_\_\_\_\_ Contractor at EXIM BANK \_\_\_\_\_.
2. I/We thoroughly examined and understood instruction of e-tenders, terms & conditions of contract given in the invitation to e-tender and those contained in the general conditions of contract and its appendix and agree to abide by them.
3. I/We hereby offer to provide security at the following percentage of service charges on the basic minimum wages notified by the Central/National Capital Territory of Delhi (whichever is higher) as the case may be, applicable at the time of award of the contract for 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. constant for every bidder. You may add any dues payable to the guards in case not included above.

Components	Security(764)
BASIC WAGES	16562.00
D.A	3302.00
CONVEYANCE	250.00
WASHING ALLOWANCE	250.00
SUB TOTAL / GROSS SALARY	20364.00
EMPLOYEE PF@12%	1800.00
<a href="#">EMPLOYEE ESIC@0.75%</a>	151.00
Net Salary	18413.00
Employer Contribution	
RELIEVER WEEKLY OFF CHARGES	3056.00
PF CHARGES @13.00%	1950.00
<a href="#">ESIC CHARGES@3.25%</a>	654.00
BONUS @8.33%	1654.67
UNIFORM ALLOWANCE	458.90
<a href="#">EL/SL/CL@2.25PM</a>	1719.00
TOTAL (Employer contri)	9492.57
Total CTC	29856.57
No of Workers	18
Total	5,37,418.26
Agency Charges	
Total Outgo	

Note: The above wages are as per statutory notifications; therefore, bidders are requested to fill only agency charges. The remaining fields are constant for every bidder. You may add any dues payable to guards in case not included above.

4. Any rates quoted in any other manner than the above will summarily 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 as per actual contribution made to concerned authorities against documentary proof and no service charge/Admin, overhead will be payable on these contributions.

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

I/WE agree to keep the offer open for acceptance up to 06 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 days.

6. I/We do hereby declare that the entries made in the tender and appendixes/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 are appended hereto in the space as specified for the purpose and of any other person who in future may be appointed by me/us his stead to carry on the business of the concern whether any intimation of such charge is given to EXIM BANK or not

Yours faithfully,

(\_\_\_\_\_)

Signature of Tenderer  
(Capacity in which signing)

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 “Providing security Guards for its Office and residential premises at New Delhi”. 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 an any and all payment made, are 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 Mobile: 08879684000	Shri S K Goel Ex-CMD, IIFCL Villa No.77, Kelisto Town Homes, Jaypee Wish Town, Sector-128 Noida-202303 Email: subodhgoel22@gmail.com Mobile:09650867778
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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)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_