इंडिया एक्ज़िम बैंक
India Exim Bank

E – T E N D E R

FOR

Service Contract for Providing Security Guard for Office Premises of Export-Import Bank of India, Bengaluru

Tender Reference No: EXIM/RFP/2021-22/40

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

GENERALTENDER DETAILS

Tender Document for	Contract For Security Guard Services For Office Premises Of Export-Import Bank Of India, Bengaluru
Tender Reference No.	EXIM/RFP/2021-22/40
Tender Document Cost	₹ **2000.00**(Favoring “Export-Import Bank of India” Only by Demand Draft, Non-Refundable).
EMD Amount	**₹ 25,000.00**
Last date for acceptance of IP Agreement	January 13, 2022, 05:00 PM
Place of Submission of IP Agreement original document.	Exim Bank, 4th Floor Ramanashree Arcade, 18 M G Road, Bengaluru 560 001.
Date of Online Notice	December 22, 2021, 05:00 PM
Document Downloading Start Date	December 22, 2021, 05:00 PM
Document Downloading End Date	January 13, 2022, 05:00 PM
Last Date and Time For Submission	January 13, 2022, 05:00 PM
Opening of Tender (Technical Bid)	January 14, 2022, 11:00 AM
Place of Receipt of E-Tender	https://eximbankindiatenders.procuretiger.com
Site Inspection	With prior appointment at Exim Bank, Bengaluru
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., January 14,2022
Contract Period	36 MONTHS (3 YEARS)

Note: Commercial bids will be opened online only. E-Tendering is the simulation of the manual tendering process on the internet. I.e. the eligible Bidders / Service Providers can log on to the internet site specified using a unique username and 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 Bidders 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 and encrypted in nature.

Minimum requirement for e-tender participation:

1. Computer / Laptop with internet connection
2. Operating system – Windows 7/ Windows 10
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.

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

Landline Numbers: 079 6813 6857/ 6848/ 6842/ 6820/ 6880/6837/ 6895

Primary Contact Numbers: - M:- 9081000427/ 09904406300

E-mail ID: nandan.v@eptl.in, fahad@eptl.in, devendra.r@eptl.in, nikhil@eptl.in

CONTENTS

QUOTATION BID NOTICE

The Quotation bid is invited for Services Contract for "Providing security guard at Export –Import Bank of India, 4th Floor Ramanashree Arcade, 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)-40270566/567/579/580/582/590 Fax: +91 (79) 40230847

CONTACT INFORMATION FOR TENDER ENQUIRIES at Exim Bank.

1. Ms. Yogita Hatangadi
   Regional Head
   Export Import Bank of India
   4th Floor Ramanashree Arcade
   18 M G Road Bengaluru:560 001
   Phone: 080 2558 9101 & 080 2558 5755

2. Ms. S Jayabharathi
   Administrative Manager
   Export Import Bank of India
   4th Floor Ramanashree Arcade,
   18 M G Road, Bengaluru:560 001
   Phone: 080 25589101 & 080 25585755

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. 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 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 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.

MANDATORY INFORMATION

Sr.No.	Particulars	Details
1.*	Name of the Company	
2.*	Name of the Proprietor, Partners/Directors	
3.	Office Telephone Nos.	
4.*	Address	
5.	Email Address	
6.*	Year of Establishment	
7.	Registration No. / Date of registration	
8.	Status of firm. (Proprietor/Partnership/Co. etc.)	
9.	Name of Bankers	
10.*	PAN Card No.	
11.*	GST No.	
12*	Tender fee DD Number	
13.*	EMD DD Number	

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

Date: Place:

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

Note:

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

TENDER FORM

Ms. Yogita Hatangadi
DGM & Regional Head
Export Import Bank of India
4th Floor Ramanashree Arcade,
18 M G Road,
Bengaluru 560 001

Dear Madam,

Ref: **Providing Security Guard services 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 **₹ 25,000/-(Rupees Twenty Five 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 **₹25,000/- (Rupees Twenty-Five 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 `**25,000/- 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:

SCOPE OF WORK

1. **Description of work:**

1. The contractor shall provide Security service by providing Security Guard at Bank's office premises at 4th Floor Ramanashree Arcade, 18 M G Road, Bengaluru – 560 001or at different places according to the requirement to be intimated to the contractor in writing or otherwise by various authorized officer(s) of the EXIM BANK from time to time. The tenderers mustget themselves fully acquainted with the location of office before Submission of tender.
2. The contractor shall ensure safety of properties, personnel, and vehicles of the EXIM BANK by deploying Security guard round the clock (24hrs) in three shifts on any day.

2. Eligibility Criteria

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. The Contractor should have experience of at least 5 years in providing Security Guard services to well established organizations like All India Financial Institutions, Public Sector Banks / undertakings & Large Pvt. Sector Companies. Suitable experience certificate should be submitted along with offer. Details of similar work executed during last 5 years to be provided (Annexure – I).
3. The Contractor should have satisfactorily executed minimum of two-yearly contracts of similar nature, each costing not less than `` 20,00,000/- per annum for All India Financial Institutions, Public Sector Banks / undertakings & Large Pvt. Sector Companies during the last 3 years (ending with the last date for receipt of applications)
4. The contractor should have a professional reputation and the quality of works executed by the contractor should be of acceptable standard.
5. The Contractor will be required to offer a minimum of 5 weeks' credit limit.
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.
7. The Contractor should have annual Turn-over not less than ` ` 1 Crore in the last three financial years.
8. The Contractor should fulfill all the statutory requirements like GST Registration, PAN Card, PF & ESIC account and license by competent authorities.
9. It will be the duty of the Contractor to handle the various gadgets and fixtures available in the Bank premises. Cost of breakage shall be borne by the contractor.
10. The contractor will provide the unarmed Semi-skilled Security Guards.

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

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

13. A sum of ` `2,000/- to be deposited as Cost of Tender Documents by Demand draft of any Bank favoring "Export-Import Bank of India" payable at Bengaluru. Tenderer will only be allowedto download the tender documents after receipt of the Cost of the tender documents. Tenderers will be provided with the User ID and Password thereafter. Download the IPA (attached as Annexure)and sign on Rs.500 stamp paper. Scanned copy to be uploaded on the E-tender portal at the timeof bid submission. Original IP agreement document to be sent to Exim Bank, 4th Floor, Ramanashree Arcade,18 M G Road, Bengaluru: 560 001

14. The tender will be opened at Export-Import Bank of India, Head Office, Mumbai in the presence of tenderers, who choose to be present there at. In case is Holiday, tender will be opened on next working day at the same time.

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

16. 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.

17. 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.

18. The successful tenderer will be advised about the acceptance of his e-tender by a letter/e-mail.

19. 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.

20. **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.

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.

(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) 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.

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= Mx0.7

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-[(Q-L)/L x30]

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

TECHNICAL BID EVALUATION CRITERIA

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

Sr.No.	Criteria Description	Documents to be uploaded	Weightage
1	The Contractor should be Bengaluru based.	True copy of Certificate of Registration of Firms / Companies should be attached.	10
2	The Contractor should submit the Karnataka license	Valid License for running security service agency & requisite Registration Certificate.	10
3	Contractor should have experience of at least 5 years	Purchase Order/Work Experience Certificate with contact details, designation of the officer	15
4	Contractor should have satisfactorily executed minimum of two-yearly contracts of similar nature, each costing not less than `` 20,00,000/- per year.	Purchase Order/work completion certificate received from the Employer with amount, designation, contact details of the organization mentioned over it.	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 5 years.	Character Clearance Certificates obtained from Bengaluru Police only of security guard submitted to the Bank within one month of award of contract.	15
6	Contractor should have annual turnover not less than `` 1 Crore.	Audited Balance Sheet for FY 2019-20 must be uploaded.	20
7	GST Registration, PAN Card	Registration certificates should be attached as applicable.	10
8	PF & ESIC account		10
Total Weightage			**100**
Minimum Weightage required			**70**

PRICE BID

To,

Ms. Yogita Hatangadi

Regional Head

Export-Import Bank of India

4th Floor Ramanashree Arcade,

18 M G Road, Bengaluru :56 0 001

Dear Madam,

1. I/We, submit the e-tender price bid for appointment as Service Contractor for Providing Security Guards at EXIM BANK.

2. I/We have thoroughly examined and understood instruction of e-tenders, terms & conditions of contract given in the invitation to e-tender and those contained in the general conditions of contract and its appendix and agree to abide by them.

3. I/We hereby offer to provide security at the following percentage of service charge on the basic minimum wages notified by the Karnataka /Central Govt. as the case may be, applicable at the time of award of the contact 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.

Contract for Security Guard Services

For Office Premises of Export-Import Bank of India

Constant Fields for Price Bid (as per statutory requirement)

	Particulars	8 hours duty
		Amount `
A	BASIC	16562.00
	DA	4108.00
	Sub Total	**20,670.00**
B	PF (13.00%)	1950.00
	ESI (3.25%)	671.78
	Leave @ 6%	1240.20
	Bonus (8.33%)	1721.81
	Gratuity (4.81%)	994.23
	Uniform Allowance	300.00
	Sub Total	**6,878.01**
C	Relieving charges	4591.34
	Grand Total A+B+C	**32,139.35**
1	Per Person - Security Guard	**32,139.00**
2	No. of Security Guard	3
	Amount Payable	**96,417.00**
	Agency /Service Charges (_____%)	

**excluding applicable current GST charges

The above basic wage is as per current/present Central Government notification dated October 28, 2021 and is subject to change/revised from time to time as per future government notifications.

Note: Bidder should quote per person management fee. The Bank has decided to set a benchmark rate for the particular tender to @4% (including service charges) on the fixed salary per month. Any bids placed below the benchmark rate shall be considered null and void and, be subject to rejection. The bidder has to place the financial bids in the incremental value of 0.1% only (for eg: 4, 4.1, 4.2.........).

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 based on number of days for which a person has actually worked on the basis of wages of security Guard accepted by EXIM BANK.

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

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

6. I/We do hereby declare that the entries made in the tender and appendices/schedules attached with Technical Bid are true and also that we shall be bound by the act of my/our duly constituted attorney, Shri__________________ whose signature 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 charge is given to EXIM BANK or not.

Yours faithfully,

(______________)

Signature of Tenderer

(Capacity in which signing)

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, its annexures, appendices, schedules, acceptance of e-tender and such general and special conditions as may be added to it.

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

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

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

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

II PARTIES TO THE CONTRACT

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

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

(c) Contract period – The contract period will be three years from February 1, 2022 to January 30, 2025.

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).

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 contactor shall co-ordinate with ESI authorities to get the family treatment card for security guards.

(a) The contractors shall during the period of contract pay not less than minimum wages to the security guard engaged by them throughout the term of the contract. The contractor shall also maintain such records and submit periodical return, regularly as may be prescribed under the act to the authority prescribed under the Provident Fund Act, 1952 and the scheme and the rules there under.

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

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

VII. WEEKLY OFF

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

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

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

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 contactor(s) at their last known place of residence/business and the contractors shall not be entitled to any compensation by reason of such termination. EXIM BANK's decision under this clause shall be final, conclusive, and binding on the contractors and shall not be called in question.

XII. SUMMARY TERMINATION

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

(b) EXIM BANK shall also have without prejudice to other rights and remedies, the right in the event of breach by the contractors of any of the terms and conditions of the contract to terminate the contract forthwith and to get the work done for the un-expired period of the contract at the risk and cost of the contractors and/or forfeit the security deposit or any part thereof for the sum or sums due for any damages, loses, charges, expenses or costs that may be suffered or incurred by EXIM BANK due to the contractor's negligence in the performance of any of the service under the contact.

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

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

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

(b) EXIM BANK is entitled to claim for any damages, losses, charges, costs, or expenses suffered or incurred by them due to contractor(s) negligence's and 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 Security Guard/and/or their failure to perform any of the services mentioned in this agreement efficiently and to the entire satisfaction of EXIM BANK or any officer acting on his behalf, EXIM BANK shall without prejudice to other right and remedies, under this agreement have the right to recover by way of compensation from the contractor a sum of rupees one hundred per day of default.

XIV. SET-OFF

Any sum of money due and payable to the contractor(s) under this contract may be appropriated by EXIM BANK and set off against any claim of EXIM BANK for the payment of any sum of money arising out of or under any other contract made by the contractor(s) with EXIM BANK.

XV. BOOK EXAMINATION:

The contractor(s) shall, whenever required produce or cause to 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 Security Guard under unskilled category as duly notified by Central/Karnataka Govt. from time to time, as the case may be)

(2) EPF

(3) ESI

(4) Bonus

(5) Relieving charges

(6) GST

(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 tothe 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 underthe contract.

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

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

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

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

(d) The contractor shall provide verifiable proof that EPF/ESI has deposited in respect of 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 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 provide as per the format in Annexure I - where Terms & Conditions for Service contract for Providing Security Guards for Exim Bank are listed.

ANNEXURE-I

TERMS & CONDITIONS OF SERVICE CONTRACT FOR PROVIDING Security Guard Services For Office Premises of Export-Import Bank of India

1. The contractor will provide security Guard at Export Import Bank of India, 4th Floor Ramanashree Arcade, 18 M G Road, Bengaluru 560 001.

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

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

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

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

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

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

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

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

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

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

such proceedings against EXIM BANK and EXIM BANK is entitled to deduct the sum from the pending or future bills of the contractor.

13. Only trained and experienced Security Guards personnel will be supplied to EXIM BANK. The contractor shall also provide the nominal roll of the Security Guard personnel along with their photographs to EXIM BANK. The Character/antecedents verification of Security Guard so engaged will be got carried out by the contractor to the satisfactions of EXIM BANK at the cost of the contractor from the concerned police authorities within one month of their engagement and each Security Guard will be provided with an identity card by the security contractor which will be countersigned by the contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i. Security of EXIM BANK property, personal machines & instruments, Compactions vehicles etc.

ii. Switching off the lights, fans etc. in toilets, lobby, rooms after office hours. They shall ensure that no damage is caused to the equipment on account of their mishandling.

iii. Guidance to visitors as may be required.

iv. Patrolling the office.

v. Opening of rooms in the morning and closing in the evening on all working days.vi. Protection of building property/personals from anti socials elements.

vii. Report to EXIM BANK officer/s case of any mis-happening.

The lists as above are not exhaustive, and some additional duties may be brought in the purview of scope of work in the course of operation.

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

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

30. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to EXIM BANK's employee, if sexual violence by the employee of the contractor is proved. The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

31. As mentioned elsewhere in this e-tender document, it is clarified here once again that EXIM BANK has no responsibility of enforcing any service condition which the contractor may have with his own employees/ guards/ supervisors/ officers who may be put on duty to guard EXIM BANK's 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. ____________________________

Signature of tenderer

Date: - Place:-

I N T E G R I T Y P A C T

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 "E-tender For Service Contract for Providing Security Guard for Office Premises of Export-Import Bank of India, Bengaluru". 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

The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

No employee of the Principal, personally or through family members, will in connectionwith the tender for , or the execution of a contract, demand; take a promise for or accept, for selfor third person, any material or immaterial benefit which the person is not legally entitled to.

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.

The Principal will exclude from the process all known prejudiced persons.

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)

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.

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.

The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosedagreement or understanding, whether formal or informal. This applies in particular to prices specifications, certifications, subsidiary contracts, submission or non-submission of bids or any otheractions to restrict competitiveness or to introduce cartelization in the bidding process.

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.

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.

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.

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.

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

Section 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.

Section 4 – Compensation for Damages

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.

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

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.

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

In ease of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

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;

Mrs. Anita Chaudhary IAS (Retd.), Block T, 28/11, DLF III, Gurgaon-122002 Email: IEM@eximbankindia.in	Mrs. Rajni Sekhri Sibal IAS (Retd.,) House No-G-9, Second Floor Maharani Bagh, New Delhi-110065 Email: IEM@eximbankindia.in

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 signeddeclarations 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), EXIMBANK 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 Bengaluru Regional Office located at 4th Floor Ramanashree Arcade, 18 M G Road, Bengaluru: 560 001

(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)	(For & On behalf of Bidder/Contractor)
(Office Seal)	(Office Seal)

Place________________

Date________________

Witness 1:

(Name & Address) ____

____

Witness 2:

(Name & Address) ____

____