



E – T E N D E R

For

**Contract for Chauffeurs for Office Premises at
Export-Import Bank of India Head Office Mumbai**

Tender Reference No: EXIM/RFP/2022-23/10

**Head Office: Center One Building, 21st Floor, World Trade Centre Complex, Cuffe Parade,
Mumbai – 400 005.**

GENERAL TENDER DETAILS:

Tender Document for	Contract For Supply of Chauffeurs for Office Premises of Export-Import Bank of India, H. O
Tender Reference No.	EXIM/RFP/2022-23/10
Tender Document Cost	Rs 5000.00 + GST @18% (Favoring "Export-Import Bank of India "Only by Demand Draft, Non-Refundable).
Place of Submission of IP Agreement original document	Export Import Bank of India, Center One Building, 21st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005.
Date of Online Notice	May 19, 2022, 17.00 Hrs.
Document Downloading Start Date and Time	May 19, 2022, 17.00 Hrs.
Document Downloading End Date and Time	June 09, 2022, 17.00 Hrs.
Last Date and Time for Submission	June 09, 2022, 17.00 Hrs.
Opening of Tender	June 10, 2022, 15.00 Hrs.
Place of Receipt of Tender	https://eximbankindiatenders.procuretiger.com
System of Price Bid	Price bids of only technically qualified bidders will be opened.
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 i.e., from June 09, 2022.
Contact Period	36 Months (3 Years)

Note: Commercial bids will be opened online only. **Electronic Tendering / Web Tendering / Online Tendering / E-tendering** is the simulation of the manual tendering process on the internet. i.e., the eligible bidders/tenderers can log on to the internet site specified using a unique username & password and place their Technical & Commercial 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 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:

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.
4. Vendor registration can be done online by opening the Website: <https://eximbankindiatenders.procuretiger.com> Click on the "New Bidder Registration" link, create a User Id, and Password and attach your Digital certificate.

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QUOTATION BID NOTICE

Export-Import Bank of India ("Exim Bank") desires to invite tenders from reputed contractors for providing Chauffeurs for its Head Office in Mumbai.

Vendor registration can be done online by the opening website:

<https://eximbankindiatenders.procuretiger.com>

Click on the "New Bidder Registration" link, create a 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
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

CONTACT INFORMATION FOR TENDER ENQUIRIES

Mr. Navendu Bajpai
Deputy General Manager
Export-Import Bank of India
Centre One Building,
World Trade Centre Complex,
Cuffe Parade
Mumbai-400 005.

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 mentioned in the e-tender document. Bidding process-related queries could be addressed to M/s e Procurement Technologies Ltd personnel mentioned 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 the availability of technology resources to enable continuous bidding.
4. M/s. e-Procurement Technologies Ltd's responsibility is limited to technical assistance for the bid event. Order finalization and post-order activities would be transacted directly between the bidder and the Exim Bank.
5. Exim Bank does not bind itself to accept the lowest e-tender and Exim Bank reserves for itself the authority to reject any or all the e-tenders. The e-tenders in which 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 an 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 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.

Mandatory Information

Sr. No.	Particulars	Details
1. *	Name of the Company	
2. *	Name of the Proprietor, Partner/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. *	PF & ESIC Account No.	
13. *	Customer Profile (attach separate sheet)	
14.*	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.

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 mentioned against Sr. nos. with the (*) mark.

TENDER FORM

Mr. Navendu Bajpai

Deputy General Manager
Export-Import Bank of India
Centre One Building,
World Trade Centre Complex,
Cuffe Parade
Mumbai-400 005

Dear Sir,

Ref: **Contract for Supply of Chauffeurs for Office Premises of Export-Import Bank of India, at H. O., Mumbai**

Having examined the e-tender details, terms 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 ₹ 1,00,000/- (Rupees One Lakh Only) by demand Draft or Banker's Cheque drawn in favor 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 ₹1,00,000/- (Rupees One Lakh Only) in the event of our refusal to 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 reserves 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 ₹1,00,000/- towards Earnest Money Deposit.
I/We agree to keep our e-tender open for 6 months from the date of opening.

Yours truly,

NAME:

ORGANISATION:

DESIGNATION:

PLACE & DATE:

CONTRACT FOR SUPPLY OF CHAUFFEURS FOR OFFICIAL USE OF EXPORT-IMPORT BANK OF INDIA

1. Scope of the work.

1.1. Manpower Services include but are not limited to the following:

Chauffeurs for Exim Bank's Senior Officers for official use.

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

1.2. Required size of Team:

Sr. No.	MANPOWER TYPE	NO. OF WORKERS REQUIRED
1	Chauffeurs for Exim Bank	11
	TOTAL	11

2. Eligibility Criteria:

2.1 The Contractor should be Mumbai-based and should be registered with the Registrar of Firms/ Companies, wherever applicable.

2.2 The Contractor should have experience of at least 5 years in providing Chauffeurs to well-established organizations like Government Organization/ PSUs/Public Sector Bank/Financial institutions/Listed Company. Suitable experience certificate should be submitted along with the offer. Details of similar work executed during the last 5 years may be provided (Annexure-II).

2.3 The Contractor should have satisfactorily executed minimum two contracts of similar nature, each costing not less than `50,00,000/- per annum for Government Organization/ PSUs/Public Sector Bank/Financial institutions/Listed Company during the last 3 years (ending with the last date for receipt of applications)

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

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

2.6 The Contractor / its principal officers / personnel to be deployed should have a Clearance certificate from Police Department or should submit an affidavit to the effect that no criminal investigation(s) / records are pending against it/him at any time in the last 5 years.

2.7 The Contractor should have an annual Turn-over of not less than ` 2,00,00,000/- in each of the last two years.

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

2.9 It will be the duty of the Contractor to monitor the discipline and conduct of Chauffeurs. Chauffeurs should keep their Mobiles switched off while driving the car.

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

2.11 The Tenderers must have the Digital Signature for submission and for authentications of Technical Bid documents and subsequently for Price Bid documents.

2.12 A sum of ` 5,000/- + GST @18% should be deposited as Cost of Tender Documents in the form of a bank draft of any bank favoring "Export-Import Bank of India" payable at Mumbai. 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 time of bid submission. **Original Integrity pact agreement document , with EMD and Tender fees to be sent to 21st floor, Exim Bank, Centre One Building, World Trade Centre Complex, Cuffe Parade, Mumbai-400 005.**

2.13 The tenders will be opened at 15:00 hrs. on June 10, 2022, at the above office of Export-Import Bank of India in the presence of tenderers, who choose to be present thereat. In case June 10, 2022, is declared a holiday, the tender will be opened on the next working day at the same time.

2.14 The financial bid(s) of only those tenderer(s) whose technical bid(s) are found to be acceptable will be opened.

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

2.16 The Bank reserves the right to reject any or all the tenders without assigning any reasons and does not bind them to accept the lowest or any e tender. Canvassing in any form will disqualify the tenderer.

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

2.18 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 expense.

2.19 **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

The instructions to be followed for submitting the e-tender are set out below: -

- i) **Information about Tenderer:** The tenderer must furnish full, precise, and accurate details of information asked for.
- ii) **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 a sole proprietor to a firm or a Secretary /Manager/Managing Director, etc. of a limited company.
- iii) **Submission of e-Tenders:**
 - (a) E-Tender which does not comply with these instructions 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 stage 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 the 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 the above details. Only the bidders who score 70 marks and above, on the scale of 100, will be shortlisted for final consideration. 70% weightage will be given to technical parameters and 30% for financial bid for final scoring. After techno commercial evaluation, whoever secures the 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 as per the below formula for final scoring.

$$TS = M \times 0.7$$

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

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

$$FS = 30 - [(Q - L) / L \times 30]$$

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

Final Scoring:

$$S = TS + FS$$

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

Based on 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 the 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

Sr. No.	Criteria Description	Documents to be uploaded	Weightage
1	The Contractor should be Mumbai based.	True copy of Certificate of Registration of Firms / Companies should be attached.	10
2	Contractor should have experience of at least 5 years in providing Chauffeurs to Government Organization/ PSUs/Public Sector Bank/Financial institutions/Listed Company	Purchase Order/ Work Experience Certificate with contact details, designation of the officer.	15
3	Contractor should have satisfactorily executed minimum two contracts of similar nature, each costing not less than Rs 50,00,000/- per annum during the last three years.	Purchase Order/ Work completion certificate received from the Employer with an amount, designation contact details of the organization mentioned on it.	20
4	Contractor / its principal officers / employees to be deployed should have a Clearance certificate from Police Department or submit an affidavit to the effect that no criminal investigations / records are pending against it/him in the last 5 years.	submit an affidavit to the effect that no criminal investigations / records are pending against it/him in the last 5 years. (Character Clearance Certificates of chauffeurs obtained only from Mumbai Police, to be submitted to the Bank within one month of award of contract to successful bidder)	15
5	Contractor should have an annual turnover of not less than Rs 2 crores in each of the last 2 years.	Audited Balance Sheet for 2020-21,2021-22 must be uploaded.	20
6	GST Registration, PAN Card	Registration certificates should be attached as applicable.	10
7	PF & ESIC account	Relevant Docs	10
Total Weightage			100
Minimum Weightage required			70

PRICE BID

To,
Mr. Navendu Bajpai
Deputy General Manager
Export-Import Bank of India
Centre One Building,
World Trade Centre Complex,
Cuffe Parade
Mumbai-400 005

Dear Sir,

1. I/We, submit the e-tender price bid for appointment as Service Contractor for Providing Chauffeurs at Exim Bank.
2. I/We have thoroughly examined and understood the instructions, in the e-tenders, terms & conditions of the 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 chauffeurs at the following percentage of service charge on the basic minimum wages notified by the Mumbai /Central Govt. as the case may be, applicable at the time of award of the contract for the entire tenure of the contract. I/We undertake that I/We are not entitled to claim any enhancement of rates on any account during the tenure of the contract except revision of minimum wages.

Yours truly,

NAME:
ORGANISATION:
DESIGNATION:
PLACE & DATE:

CONTRACT FOR SUPPLY OF CHAUFFEURS FOR OFFICE PREMISES UNDER TWO CATEGORIES, TO EXPORT-IMPORT BANK OF INDIA.

Constant Fields for Price Bid (as per statutory requirement)

Category-1		
Sr.No.	Particulars	<u>Supply of Chauffeurs (per Chauffeur).</u>
	Chauffeur Required	1
1	Basic Wages	16562
2	Dearness Allowance	4394
3	HRA	5100
4	Washing Allowance	3695
5	Other Allowances	1000
6	Conveyance	1643
7	Sub Total (A) (Sum of Sr.No. 1 to Sr.No. 6)	32,394.00
8	EPF 13% on (Basic + VDA)	2724
9	ESIC (3.25% ON Gross) FOR GROSS <21000/-	0
10	Bonus (8.33%)	1746
11	Leave Encashment (21 Days)	1754
12	Gratuity @ 4.81% Of (Basic + VDA)	1008
13	LWF	6
14	Sub Total (B) (Sum of Sr. No. from Sr.No. 8 to Sr.No. 13)	7238
15	Total (A+B) (Sum of Sr.No. 7 and Sr.No. 14) per Chauffeur per month	39,632
16	Administrative /Service Charges for category 1 per Chauffeurs per month in Rupees only	
17	COST OF TOTAL HEADCOUNT = (Sum of Sr.No. 15 and Sr.No. 16) X (1 Chauffeurs)	

Category -2		
Sr.No.	Particulars	Supply of Chauffeurs (per Chauffeur).
	Chauffeurs required	10
18	Basic Wages	16562
19	Dearness Allowance	4394
20	HRA	5100
21	Washing Allowance	3665
22	Other Allowances	0
23	Conveyance	400
24	Sub Total (C) (Sum of Sr.No. 18 to Sr.No. 23)	30,121.00
25	EPF 13% on (Basic + VDA)	2724
26	ESIC (3.25% ON Gross) FOR GROSS <21000/-	0
27	Bonus (8.33%)	1746
28	Leave Encashment (21 Days)	1754
29	Gratuity @ 4.81% Of (Basic + VDA)	1008

30	LWF	6
31	Sub Total (D) (Sum of Sr. No. from Sr.No. 25 to Sr.No. 30)	7238
32	CTC (C+D) (Sum of Sr.No. 24 and Sr.No. 31) per Chauffeur per month	37,359
33	Administrative /Service Charges for category 2 per Chauffeurs per month in Rupees only	
34	(COST OF TOTAL HEADCOUNT = (Sum of Sr.No. 32 and Sr.No. 33)) X (10 Chauffeurs)	
35	Grand Total for 11 Chauffeurs per month= (Sum of Sr. No. 17 and Sr. No.34)	

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

Signature of Authorized Personnel

EVALUATION CRITERIA

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 annexures, appendices, 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.
- (d) The term 'Contract Rates' shall mean the rate of payment accepted by Exim Bank.
- (e) The term 'Worker' shall mean Chauffeurs.

II. PARTIES TO THE CONTRACT

- (f) 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.
- (a) The person signing the tender or any other document (s) forming part of the tender on behalf of the 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. Contract period – The contract period will be three years from date of award of work order.

IV. 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 the name of the Karta of Hindu Undivided Family shall be indicated. The contractor shall also nominate a person in whose hands the active management and control of the work relating to the contract during the tenure of the contract would lie. The person so nominated shall be deemed to have power of attorney from the contractor (s) in respect of the contractor and whose acts shall be binding on the contractor(s).
- (b) The contractors shall notify to Exim Bank the death/resignation of any of the partner(s)/director(s) immediately on the occurrence of such an event. On receipt of such notice Exim Bank shall have the right to terminate the contract at its discretion.

V. SUBLETTING

- (a) 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.

VI. RELATIONSHIP WITH THIRD PARTY

All transactions 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 the third party fully aware of the position aforesaid.

VII. LIABILITY FOR PERSONNEL

All persons employed by the contractor(s) shall be engaged by them/him as his/their own employees in all respects and the responsibilities/obligation under contract Labour (R&R) Act

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

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

- (a) The contractors shall during the period of contract pay not less than minimum wages to the Chauffeurs 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 E authorized person. The contractor shall maintain necessary records and registers like wages book and wage slip, etc. register of unpaid wages and register of fines and deductions.

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 of fulfilling statutory obligations stipulated in different labour Act/rules/instructions/circulars etc. applicable to the Contract.

VIII. 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.

- a. The relieving charges will be payable for the Chauffeurs who are engaged, for all the days in a month because the minimum wage is payable for 26 working days, where four/five holidays are allowed.

IX. TENDER SUBMISSION:

Tender should be submitted in the prescribed format along with attested copies of the documents as stated in the application form. The Bank will consider only such applications that satisfy the eligibility criteria. The last date for uploading of completed application form along with the requisite documents is June 09, 2022, by 1700 hrs.

- a. In evaluating the bids submitted by bidders, the price, and the ability to meet delivery requirements, quality of works, and/or services, dependability, etc. shall normally be considered as the major selection criteria. In this connection, Exim Bank may make necessary inquiries from the contractor's employers or inspect the site at work.
- b. Exim Bank reserves the right to terminate the contract with 7 days' notice and without any financial implications if services are not found to be satisfactory.

X. PERIOD OF CONTRACT:

The contract shall remain in force for all purposes, for a period of three years from date of award of work order (subject to review of the contract every year) extendable on mutual consent for a further period of one or more years on same terms & conditions. The Chauffeurs' contract will be valid for the period of three years from date of award of work order. Exim Bank reserves the right to terminate the contract at any time during the contract period 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.

XI. SUMMARY TERMINATION

- a.** In the event, contractor is adjudged insolvent or goes into liquidation or winds up its business or fails 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 the 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 contractor 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 contractor 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 services under the contract.
- c.** The contractor shall be responsible to supply adequate staff 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 staff members, Exim Bank at its sole discretion, without terminating the contract, be at liberty to engage other personnel 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.

XII. 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 or the unsatisfactory performance of any service under the contract or breach of any terms thereof or their failure to carry out the works with a view to avoid the 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 negligence or otherwise of the contractor(s) themselves or their employees. The contractor(s) shall also be liable for the interest at the 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 any damages, losses, charges, costs, or expenses suffered or incurred by them due to contractors negligence and unsatisfactory 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 shall be claimed and be 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 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 circumstances), the quantum value of loss and also in regard to the liability of contractor(s) for such loss and the amount to be recovered from them.
- c.** In the event of default on the part of the contractor(s) in providing manpower supply, and/or their failure to perform any of the services mentioned in this agreement efficiently and to the entire satisfaction of Exim Bank or any officer acting on Exim Bank's behalf, Exim Bank

shall, without prejudice to other rights and remedies under this agreement have the right to recover by way of compensation from the contractor a sum of rupees one thousand per day of default.

XIII. 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.

XIV. BOOK EXAMINATION

The contractor(s) shall, whenever required, produce or cause to produce for examination by Exim Bank or any other officer authorized by Exim Bank on its behalf, any cost or other accounts, books 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 authorities) compliance/payment made to EPF/minimum wages, etc. renewed license and any or all such documents desired by Exim Bank.

XV. Payment

8.1. Indicative list of statutory payments 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 Chauffeurs under skilled category & as duly notified by the State of Maharashtra/ Central Government. [whichever is higher] from time to time, as the case may be)
- (2) EPF
- (3) ESI
- (4) Bonus
- (5) Leave
- (6) GST
- (7) Such other statutory charges if any

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

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

8.3. The contractor should submit all his/their bills by the seventh of the 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. No advance payment will be made. TDS, as applicable, will be deducted from the invoice submitted. The contractor may submit the bill (Along with proof of all statutory compliances) after completion of the month, but payment will not be released until proof of payment to all personnel deployed at Exim Bank is submitted. In case of any leave to be taken by Chauffeurs, the contractor has to provide a replacement with prior intimation to Exim Bank. Chauffeur(s) taking leave without notice, would be considered at the sole discretion of Exim Bank, but the contractor must ensure that such a situation does not recur.

XVI. Law Governing the Contract/Dispute Resolution

The contract will be governed by the Laws of India, for the 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 Mumbai shall have exclusive jurisdiction to adjudicate the disputes arising under the contract.

XVII. Duties and Responsibilities of the Contractor

10.1. The Contractor shall carry out all items of services assigned or entrusted to him/them

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

10.2. The Contractor shall engage competent, adequate staff to the satisfaction of the Exim Bank or an officer acting on its behalf. The Contractor shall be responsible for the good conduct of their Chauffeurs 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 for the dismissal of any employee of the contractor(s) who, in its opinion, is hampering the smooth execution of the work and its decision regarding losses caused by neglect and misconduct etc. of the contractors' staff shall be fined & binding.

10.3. The contractor(s) shall strictly abide by Laws, Rules & Regulations.

10.4. The contractor shall provide Exim Bank verifiable proof that EPF/ESI has been deposited in respect of particular personnel, 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 would have to be deposited with Exim Bank within one month from the date of _deputation even in case of change of personnel, failing which, payment will not be released subsequently for the aforesaid period, without prejudice to other actions.

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

10.6. If the contractor fails to comply with statutory/legal requirement, as stipulated in the terms & conditions of the tender within two months from the award of contract, the contract is liable to be terminated with one month's notice and in its place, second lowest/third lowest quoting agency will be kept as back up immediately to replace the terminated agency.

10.7. The agencies/service provider will be notified to issue valid photo identity cards to each of their respective outsourced manpower if any. A copy of the same will be submitted to Exim Bank Administration Group along with the staff's local residence proof & contact details.

10.8. Security staff will verify the badges and only then permit entry to premises. Security staff will be authorized to verify identity badges/visitor badges, frisk bags/belongings of outsourced persons and take necessary action against defaulters.

10.9 The agencies/service provider will inform the Bank well in advance regarding any temporary/permanent replacements.

10.10 The outsourced person should strictly adhere to all the security, conduct, and discipline norms of Exim Bank and changes in the same, as and when amended.

XVIII. ACCEPTANCE OF TERMS & CONDITIONS OF CONTRACT.

Contractor will provide acceptance as per the format in Annexure I - where Terms & Conditions for Service contract for Providing Chauffeurs for Exim Bank are listed.

Navendu Bajpai
Deputy General Manager
EXPORT-IMPORT BANK OF INDIA

ANNEXURE-I

TERMS & CONDITIONS OF SERVICE CONTRACT FOR PROVIDING Chauffeurs for Office Premises of Export-Import Bank of India at Mumbai.

- (1) The contractor will provide Chauffeurs at Export-Import Bank of India, Centre One Building, World Trade Centre Complex, Cuffe Parade Mumbai-400 005.
- (2) The contractor will undertake to provide the Chauffeurs 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.
- (3) The contractors 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 to any revision of his service charges.
- (5) The minimum wages are applicable for Chauffeurs under the skilled category, minimum wages are applicable as notified by Central / Govt. of Maharashtra (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) The contractor shall be responsible for providing uniforms to the Chauffeurs.
- (8) If Exim Bank considers that the replacement of particular Chauffeur(s) 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.
- (9) Exim Bank will not be responsible in any respect with regard to service conditions, salaries and conduct of the personnel provided by the Contractor.
- (10) The Chauffeur 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 Chauffeur 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.
- (11) Only trained and experienced chauffeur personnel will be supplied to Exim Bank. The contractor shall also provide the nominal roll of the chauffeur personnel along with their photographs to Exim Bank. The Character/antecedents verification of chauffeurs engaged will be carried out by the contractor to the satisfaction of Exim Bank at the cost of the contractor from the concerned police authorities within one month of their engagement and each chauffeur will be provided with an identity card by the contractor which will be countersigned by the contractor.
- (12) The contractor will pay the wages, advances, and any other payments regularly to the Chauffeur personnel deployed.
- (13) 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.
- (14) The Chauffeurs 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 being intoxicated) 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.

(15) The contractor shall keep Exim Bank indemnified against all acts, omissions, 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(s).

(16) 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 as chauffeurs except natural calamities.

(17) Exim Bank reserves the right to ask the contractor to remove any Chauffeur(s) found to be not discharging his/their duties satisfactorily or of doubtful character and the contractor will immediately remove such person or persons and replace them immediately with suitable persons.

(18) Exim Bank shall not provide any residential accommodation within the premises of the Exim Bank or elsewhere for the personnel deployed by the firm and the contractor will have to make their own arrangements for their residence at their own cost.

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

(20) The duty points and rotation of chauffeurs 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 deployment of chauffeurs personnel.

(21) In case of any accident or damage 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 chauffeurs deployed by the contractor, the same shall be recovered by Exim Bank from the contractor.

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

(23) 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.

(24) 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.

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

(26) 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/ who may be put on duty as Chauffeurs at 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:-

Annexure - II

Particulars in respect of similar service provided in the last five years

Sr. No.	Name of the work executed with Address	Name & contact details of contact person (for Reference)	Value of the Contract in `	Period of Contract	Date of completion

INTEGRITY PACT

[500 Rs non judicial stamp paper]

Between

Export-Import Bank of India (EXIM BANK) hereinafter preferred 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 “Contract for chauffeurs for office premises at Export-Import Bank of India”. 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 offense 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 an undisclosed agreement or understanding, whether formal or informal. This applies in particular to price 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 offense under the relevant IPC/PC Act; further, the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/ Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India if any. Similarly, the Bidder(s)/ Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. The Bidder(S)/ Contractor(s) will, when presenting their bid, disclose any and all 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 offenses outlined above or be an accessory to such offenses.

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

- (3) In ease of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of the Integrity Pact by the Subcontractor.
- (4) The principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (5) 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
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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 the Managing Director (MD) of Exim Bank.

Section 10 - Other provisions

- (1) This agreement is subject to Indian Law. The 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)
Bidder/Contractor)

(Office Seal)

Place _____

Date _____

(For & On behalf of

(Office Seal)

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)
