

E - TENDER

FOR

**Invitation of Bids for Supply of Security Guards Services at
Export-Import Bank of India located at Unit No. C-213, Second floor, Elante Offices,
Industrial Area, Phase I, Chandigarh 160002**

Tender reference No.: EXIM/RFP/2019-20/044

Phone No: +91-172- 4629171, 72, 73

Email: eximcro@eximbankindia.in

Website: www.eximbankindia.in

Head Office

EXPORT - IMPORT BANK OF INDIA

Center One Building, 21st Floor,

World Trade Centre Complex, Cuffe Parade,

Mumbai – 400 005.

Phone: 022-2217282

Email: administration@eximbankindia.in

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PART I - GENERAL INFORMATION AND INSTRUCTIONS FOR BIDDERS

A) TENDER DETAILS FOR SUPPLY OF SECURITY GUARD SERVICES

TENDER REFERENCE NO.	EXIM/RFP/2019-20/044
TENDER DOCUMENT COST	₹1,000.00 (Favoring "Export Import Bank of India)
EARNEST MONEY DEPOSIT (EMD) AMOUNT	₹25,000.00
LAST DATE FOR ACCEPTANCE OF TENDER DOCUMENT FEE, IP AGREEMENT & EMD	03/10/2019 1600 Hrs
DATE OF ONLINE ISSUE	13/09/2019 1100 Hrs
DOCUMENT DOWNLOADING START DATE AND TIME	13/09/2019 1100 Hrs
DOCUMENT DOWNLOADING END DATE AND TIME	03/10/2019 1300 Hrs
LAST DATE AND TIME FOR: SUBMISSION	04/10/2019 1400 Hrs
SYSTEM OF PRICE BID	Price bid will be opened for only technical qualified bidders
Tender Clarification and Pre Bid Meeting	<u>Location:</u> Exim Bank, Chandigarh on September 18, 2019 at 3.30 PM (All queries will be answered during pre-bid meeting only)
OPENING OF TENDER	04/10/2019 1500 Hrs
SITE INSPECTION	With Prior Appointment of Exim Bank
PLACE OF RECEIPT OF TENDER	https://eximbankindiatenders.procuretiger.com
PERIOD OF SECURITY CONTRACT	FOR 12 MONTHS
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

Note:

1. All MSME's are exempted from submission of Document fee and EMD as per Govt. Rules on submission of proof of document (MSME and NSIC certificates). However, executing Integrity Pact (IP) Agreement and submitting the same in original on or before the due date i.e. October 03, 2019 is compulsory for all the Bidders/ Vendors who wish to participate in the e- tender.

2. Download the IP Agreement (attached at Annexure) and sign on ₹500/- stamp paper. Scanned copy to be uploaded on the E-tender portal at the time of bid submission. Original Integrity Pact agreement document along with Demand Draft (DD) pertaining

to tender document fee and EMD (if any) to be sent to Exim Bank, Chandigarh on or before October 03, 2019.

3. E-Tendering / Electronic Tendering / Web Tendering / Online Tendering is the simulation of the manual tendering process on the internet. i.e., the eligible bidders / contractors can log on to the internet site specified using unique user name & password and place their Technical & Commercial bids. The eligible bidders will be trained by e-Procurement Technologies Limited personnel on the methodology of submitting the bids online using a special digital signature/electronic key / password at the date and time specified. The bids placed by the contractors are confidential and will be opened by the authorized EXIM Bank officials. No other person can gain access to the information regarding the bids, which is confidential in nature.

4. Closed online bid: The bidders are requested to note that the submission shall be done only online and can be downloaded only after the tender fees is paid to Exim Bank. The bidders are requested to feed the required information for technical bid and the bidders who are eligible shall upload individual bids online during the stipulated timeframe.

5. Minimum requirement:

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

B) QUOTATION BID NOTICE

- The quotation bid is invited for Service Contract for providing Security Guards at Export-Import Bank of India at C-213, Second Floor, Industrial Area, Phase I, Chandigarh 160002.
- Vendor registration can be done online by opening Website link <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.

C) 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, India
Phone: +91 (79) 68136820/29/31/35/40/43/52/53/57/59/63
Fax: +91 (79) 40230847
Email id: support@abcprocure.com

D) CONTACT INFORMATION FOR TENDER ENQUIRIES AT EXIM BANK

Mr. Ravi V. P. Singh
Assistant General Manager & Regional Head
Export- Import Bank of India
C-213, Second Floor, Industrial Area, Phase I, Chandigarh 160002
Phone No: +91-172- 4629171, 72, 73
Email: eximcro@eximbankindia.in

E) CONTRACT DETAILS

I. DEFINITION:

- a) The terms 'Contract' shall mean and include the invitation to e-tender incorporating also the instruction to bidder, 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 one year from the date as advised in the Purchase Order, extendable on mutual consent for further period of two years on same terms & conditions.**

III. CONSTITUTION OF CONTRACTORS:

- a) "The tenders shall be entertained from the parties having all statutory registration with the appropriate authorities". Contractor shall at the time of submission of tender declare whether they are sole proprietary concern or registered Partnership Firm or Private Limited Company incorporated in India or Hindu Undivided Family.

The Composition of the partnership, names of Directors of companies and name of the Karta of Hindu Undivided Family shall be indicated. The contractor shall also nominate person in whose hands the active management and control of the work relating to the contract during the tenure of the contract would lie. The person so nominated shall be deemed to have power of attorney from the contractor (s) in respect of the contractor and whose acts shall be binding on the contractor(s).

- b) The contractors shall notify, to EXIM BANK the death/resignation of any of the partner(s)/director(s) immediately on the occurrence of such an event. On receipt of such notice EXIM BANK shall have the right to terminate the contract at its discretion.

IV. SUBLETTING:

The contractor(s) shall not transfer or assign the contract or any part thereof without the prior written approval of EXIM BANK, In the event of the contractors contravening this condition EXIM BANK is entitled to terminate the contract.

V. RELATIONSHIP WITH THIRD PARTY:

All transaction between the contractor(s) and the third party shall be carried out as between two principals without reference in any event to EXIM BANK. The contractor(s) shall also undertake to make third party fully aware of the position aforesaid.

VI. LIABILITY FOR PERSONNEL:

All persons employed by the contractor(s) shall be engaged by them/him as his/their own employees in all respects and the responsibilities/obligation under Contract Labour (Regulation and Abolition) Act 1970, the Indian Factory Act, the Workmen Compensation Act, Employees Provident Fund Act, and under Minimum Wages Act and various other statutory enactments shall be that of the contractor.

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

- a) The Contractor shall during the period of contract pay not less than minimum wages to the Security Guards engaged by them on either time rate basis or piece rate basis on the work, throughout the term of the contract. Minimum wages both for the time rate and for the piece rate, work shall mean the rates notified by appropriate authority and prevailing at the time of inviting tenders for the work as amended from time to time. The contractor shall also maintain such records and submit periodical return, regularly as may be prescribed under the act to the authority prescribed under the Provident Fund Act, 1952 and the scheme and the rules there under.
- b) The contractor shall also make available such returns/records for inspection by EXIM BANK authorized person. The contractor shall maintain necessary record and registers like wages book and wage slip, etc. register of unpaid wages and register of fines and deductions.
- c) 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.

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

VIII. WASHING FACILITY:

The contractor is liable to provide washing facilities as provided in the contract Labour (Regulation and Abolition) Act and the rules framed there under or any other applicable law.

IX. FIRST AID FACILITY:

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

X. PERIOD OF CONTRACT:

The contract shall remain in force for all purpose for a period of one year extendable on mutual consent for further period of two years on same terms & condition. EXIM BANK reserves right to terminate the contract at any time during its currency by giving thirty-days 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.

XI. SUMMARY TERMINATION:

- a) In the event of the contractors having been adjudged insolvent or goes into liquidation or winding up their business or making arrangement with their creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, EXIM BANK shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and to get the work done for the unexpired period of the contract at risk and cost of the 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 performance security deposited 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 Guards/ Personnel/ 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 Guards to Exim Bank at its entire discretion, without terminating the contract be at liberty to engage other Security Guards 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 and the unworkman like performance of any service under his contract or breach of any terms thereof or their failure to carry out the work with a view to avoid incurrence of damages etc. and for all damages or losses occurred to EXIM BANK or in particular to any property or plant belonging to EXIM BANK due to any act whether negligent or otherwise of the contractor(s) themselves or their employees. The contractor(s) shall also be liable for the interest at commercial lending rate on costs/damages/expenses. The decision of EXIM BANK regarding such failure of the contractor(s) and their liability for the losses, etc. suffered by EXIM BANK shall be final and binding on the contractor(s)
- b) EXIM BANK is entitled to claim for any damages, losses, charges, costs, or expenses suffered or incurred by them due to contractor(s) negligence's and unworkmen like performance of services under the contract or breach of any terms thereof and adjust the same from the bills of the contractor directly. The total sum claimed shall be deducted from, any sum then due or which at any time hereafter may become due to the contractor(s) under this or any other contract with EXIM BANK. In the event of the sum which may be due from EXIM BANK, as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the contractor(s). Should this sum also be not sufficient to cover the full amount claimed by EXIM BANK, the contractor shall pay to EXIM BANK on demand the remaining balance of the aforesaid sum claimed. EXIM BANK will be the sole judge determining after taking into consideration all the relevant circumstance, the quantum value of loss and also in regard to the liability of contractor(s) for such loss the amount to be recovered from them.

- c) In the event of the default on the part of the contractor(s) in providing Security Guard/and/or their failure to perform any of the services mentioned in this agreement efficiently and to the entire satisfaction of EXIM BANK or any officer acting on his behalf, EXIM BANK shall without prejudice to other right and remedies, under this agreement have the right to recover by way of compensation from the contractor a sum of rupees one hundred 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 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.

XV. PAYMENT:

- a) Indicative list of statutory payment to be made in respect of personnel employed by the contractor under this contract are as under:
- i) Minimum wages (Minimum wages are applicable for Security Guard under unskilled category as duly notified by Central Govt. or rates prescribed by UT, whichever is higher from time to time, as the case may be)
 - ii) EPF
 - iii) ESI
 - iv) Bonus
 - v) Relieving charges
 - vi) Service tax

vii) Such other statutory charges, if any,

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

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

- b) Payment will be made by Exim Bank on submission of bills, duly supported by attendance certificates, production of proof of payment of EPF/ESIC and other statutory payments in 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.

XVI. 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 court in Chandigarh shall have exclusive jurisdiction to adjudicate the disputes arising under the contract.

XVII. 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 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 staff.
- c) The contractors shall strictly abide by Laws, Rules & Regulation.
- d) The contractor shall provide verifiable proof that EPF/ESI has deposited in respect of particular workers, working under the contractor who are working in EXIM BANK along with the EPF/ESI number issued by concerned authorities. A copy of ESI card also be deposited with EXIM BANK within one month period even in case of change of worker, failing which payment will not be released subsequently for the aforesaid period, without prejudice to the other actions.
- e) Police verification of the worker should be submitted within a period of one month on entering into the contract. In the case of change of any worker, payment of wages for that worker will be release only after submission of police verification.
- f) If the party fails to comply with statutory/legal requirement, as stipulated in the terms & conditions of the tender within two month 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.

XVIII. ACCEPTANCE OF TERMS & CONDITIONS OF CONTRACT.

Contractor will accept Terms & Conditions for Service contract on Company's Letter Head for Providing Security Guards for Exim Bank as per Appendix I. Also, a Contract Agreement format referred as Appendix II is to be signed.

PART II – ESSENTIAL DETAILS OF SERVICES REQUIRED

A) SCOPE OF WORK:

EXIM BANK invites e-tenders from registered and authorized contractors/agencies having experience and expertise in providing Security Guard services to Central Govt, State Govt, PSU's and large Private Sector Companies.

- i) Place of providing Security Guards: Unit No. C-213, Second floor, Elante Offices, Industrial Area, Phase I, Chandigarh 160002.
- ii) Brief description of works: The contractor shall provide Security services by providing Security Guards at the office Premises according to the requirement to be intimated to the contractor in writing or otherwise by authorized officer(s) of EXIM BANK from time to time. The contractor shall ensure safety of properties, personnel and vehicles of EXIM BANK by deploying Security Guards round the clock in three shifts of eight hours. The bidders must get themselves fully acquainted with the location of the office premises before submission of e-tender.
- iii) Volume of work: Security of all the assets, personnel and vehicles in the office premises.

(B) PERIOD OF CONTRACT

The contract shall remain in force for a period of one year and subject to review of contract every year and services are found to be satisfactory, the contract may be extendable on mutual consent for a further period of maximum two years on same terms & conditions. The contract will commence on the date as mentioned in the Purchase Order.

(C) EARNEST MONEY DEPOSIT (EMD)

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

- i) ₹25,000/- (Rupees Twenty Five Thousand Only) in the form of Demand Draft, drawn on any Nationalized /Schedule bank in favour of "Export Import Bank of India" Payable at Chandigarh.
- ii) EMD will not carry any interest.

- iii) EMD will be refunded to the unsuccessful bidders after finalization of the bid and EMD of successful bidder shall be returned after execution of Contract Agreement.
- iv) The Earnest Money Deposit submitted by the bidder may be forfeited if,
 - Successful bidder fails to execute an Agreement within specified time as per intimation/request of the EXIM BANK,
 - Successful Bidder withdraws his tender or backs out after acceptance,
 - Bidder withdraws his tender before the expiry of validity period stipulated in the bidding document,
 - Bidder violates any of the terms and conditions of the tender,
 - Bidder revises any of the items quoted during the validity period,
 - Bidder is found to have indulged in fraudulent practices in the bid submission process.

D) PERFORMANCE SECURITY:

The successful bidder has to furnish a Performance Security amounting to ₹60,000 within 21 days of issue of purchase order through a Demand Draft drawn on any Nationalized /Schedule Bank in favour of “Export Import Bank of India” Payable at Chandigarh.

Performance security is to be forfeited in the event of a breach of contract by the Contractor. Performance Security may be refunded to the contractor without interest within 60 days after the completion of the contract.

E) QUALIFICATION CRITERIA

Any Bidder participating in the Procurement Process shall:

- i) Possess the necessary professional, technical, financial and managerial resources and competence required by the Invitation to Bid and Complete Bidding Document issued by the procuring authority
- ii) Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.
- iii) Not have their directors and officers, been convicted of any criminal offence related to their professional conduct or the making of false statements or

- misrepresentations as to their qualifications to enter into a Procurement Contract within a period of two years preceding the commencement of the Procurement Process, or not have been otherwise disqualified pursuant to debarment proceedings.
- iv) Fulfil any additional qualifications that shall be prescribed by the Purchase Committee in this behalf. The Purpose of framing bidder qualification criteria is to attract the participation of reputed and capable firms with proper track records. The criteria shall be exhaustive, yet specific. The factors that shall be kept in mind while framing the bidder qualification criteria includes scope and nature of work, experience of bidder in the same field and financial soundness of bidders.
 - v) Bidder qualification criteria shall be based upon the capability and resources of prospective bidders to perform the particular contract satisfactorily, taking into account:
 - Experience and past performance on similar contracts for last 3 years
 - Capabilities with respect to personnel, equipment and manufacturing facilities.
 - Financial standing through latest I.T.C.C. (Income Tax Clearance Certificate), audited Annual report (balance sheet and Profit and Loss account) of last 3 years.
 - vi) Bidder qualification criteria specified in the Complete Bid document shall neither be very stringent nor very lax to restrict / facilitate the entry of bidders. The bidder qualification criteria shall be clearly stipulated in unambiguous terms in the Complete Bid document.
 - vii) For Supply of Hardware, installation and post installation support capabilities will also be stipulated as bidder qualification criteria.
 - viii) If the equipment supplied is not manufactured by a bidder in its own facility and the equipment is only handled as a channel partner, the Original Equipment Manufacturer's backup support and a supporting document can be stipulated as bidder qualification criteria.
 - ix) In case of high value projects of ₹25 lacs and above, the existence of such projects and furnishing reference site details can be stipulated as bidder qualification criteria, if required.

- x) In the projects having large number of dependencies, Proof-of-concept demonstration may be stipulated as bidder qualification criteria.
- xi) In case of proprietary items needed to meet the Bank's business requirements specifically, after obtaining approval from competent authority in accordance with the provisions of this policy and procedure document, the items can be procured without tender process provided the commercial offer is submitted directly by the OEMs Providers duly mentioning the name of the channel partner / Certified Partner / Authorized dealer.
- xii) In case OEMs do not provide commercial quotations directly for the above items and Tenders have to be floated, the qualification criteria for the Bidders shall be specified as certified partners / channel partners of the Original Equipment Manufacturer. The other clauses of bidder qualification can be suitably amended/ deleted as per the specific requirements of the Bank for these items. Kindly refer **Appendix III** for mandatory qualification required for prequalification of the bidder.

F) INSTRUCTIONS TO BIDDERS

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

- i) **Information about Bidder:** The bidder must furnish full, precise and accurate details in respects of information asked for in **Appendix IV.**
- 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 sole proprietor to a firm or a Secretary /Manager/Managing Director, etc. of a limited company.
- iii) **Documents required to be attached with the technical bid:** Self-attested copies of the following documents are to be annexed:
 - Valid license for running of Security service agency and requisite registration. Certificate under various statutory provision of Labour Regulation & Abolition Act, Employees Provident Fund, ESIC etc.
 - Work experience certificate and work presently in hand including details of Establishments where the firm has provided the Security Guards in the past 3 years, including nos. of personnel supplied to unit and the value of contract along with documentary proof.

- Latest police verification certificate in respect of Security Guards of the contractor.
- Attested copies of Power of Attorney, if relied upon.
- Income Tax Pan No. of Firm.
- Attested copies of partnership deed/copy of Memorandum and articles of association, as the case may be.
- Property details of the partners/Firms/establishment.
- Name and address of all partners/Directors/proprietors as the case may be.
- ESIC/EPF registration Nos.
- Name of Bankers, Copies of the IT Returns for the last three years.
- All other Document mentioned in e-Tender document along with its annexures, schedules.
- GST number and registration number of firm.
- The firm should have the registration with or applied for PASARA (Private Security Regulation Act) (Copy to be enclosed)
- The Annual turnover of the firm should not be less than ₹50 lakh per annum. Documentary evidence to be enclosed.

G) SUBMISSION OF E-TENDERS

- i) E-Tender which do not comply with this instruction shall be summarily rejected.
- ii) All credentials, documents and copies of certificate/information called for would be submitted with the e-tender format.
- iii) 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 bidder, even by referring to third parties.
- iv) It should be clearly understood by the bidder that no further opportunity shall be given to them to modify or withdraw any stipulation at any stages of the contract.
- v) 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 bidder, however, is permitted.

(H) OPENING OF TENDER

The e-tender will be opened at EXIM Bank Head Office, Mumbai at the time and on the date indicated in the Quotation Bid Notice. The bidder will be at liberty to be present either in person or through an authorized representative at the time of opening of the tenders. The financial bid of only those bidders, whose technical bids are found to be acceptable will be opened.

(I) INTERVIEW AND ACCEPTANCE OF E-TENDER

The bidder should be prepared to proceed to EXIM BANK and without any obligation, if called upon to do so, for an interview by an officer authorized to act on behalf of EXIM BANK at their own expenses. EXIM BANK reserves the right to reject any or all the e-tenders without assigning any reason and does not bind them to accept the lowest or any e-tender. The successful bidder will be advised about the acceptance of his e-tender by a letter/e-mail.

(J) CORRUPT PRACTICES:

Any bribe, commission or advantage offered or promised by or on behalf of the bidder to any officer of EXIM BANK shall (in addition to any criminal liability which the bidder may incur) debar his tender from being considered, Canvassing on the part or on behalf of the bidder will also make his tender liable to rejection.

K) E-TENDER PROCESS COMPLIANCE STATEMENT:

The following terms and conditions are deemed as accepted by you for participation in the bid event **(TENDER REF: EXIM/RFP/2019-20/044):**

- i) The price once submitted cannot be changed.
- ii) Technical and other non-commercial queries (not impacting price) can be routed to the contact person of EXIM Bank and Bidding process and related queries could be addressed to M/s E Procurement Technologies Ltd personnel indicated in the Quotation bid Notice.
- iii) 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.

- iv) 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.
- v) EXIM BANK does not bind itself to accept the lowest e-tender and EXIM BANK reserves itself the authority to reject any or all of the e-tenders. All e-tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
- vi) Bids once made cannot be withdrawn or modified under any circumstances.
- vii) EXIM Bank can decide to extend or reschedule or cancel the e-tendering.
- viii) The bidders are advised to visit

<https://eximbankindiatenders.procuretiger.com> for any corrigendum etc.

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.

PART III - GENERAL CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of the General Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. Law: The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. Effective Date of the Contract: The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries

and supplies and performance of the services shall commence from the effective date of the contract.

3. Standard Arbitration Clause: All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof, should be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator. Within sixty (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties. The sole Arbitrator shall have its seat in Chandigarh or such other place in India as may be mutually agreed to between the parties. The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator. The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

(Note - In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the buyer and seller).

4. Penalty for use of Undue influence: The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne

to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Export-Import Bank of India. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. Non-disclosure of Contract documents: Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

6. Liquidated Damages: In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc. as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

7. Termination of Contract: The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:

- (a) The Seller is declared bankrupt or becomes insolvent.
- (b) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (c) With mutual agreement
- (d) As per decision of the Arbitration Tribunal.

Notices: Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail or email, addressed to the last known address of the party to whom it is sent.

08. Patents and other Industrial Property Rights: The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial

property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

09. Amendments: No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

PART IV - SPECIAL CONDITIONS OF RFP

The procurement officer may add appropriate special conditions based on project scope of work and type of procurement. The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. Performance Guarantee: The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty.

2. Option Clause: The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.

3. Repeat Order Clause: The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost,

terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.

4. Tolerance Clause: To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to ___% plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

5. Advance Payments: No advance payment(s) would be made, as acceptable to the Buyer.

6. OEM Certificate: In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification.

7. Annual Maintenance Contract (AMC) Clause: The following AMC clause will form part of the contract placed on successful Bidder -

a. The Seller would provide comprehensive AMC for a period of one year. The AMC services should cover the repair and maintenance of all the equipment and systems purchased under the present Contract. The Buyer Furnished Equipment which is not covered under the purview of the AMC should be separately listed by the Seller. The AMC services would be provided in two distinct ways:

i. Preventive Maintenance Service: The Seller will provide a minimum of four Preventive Maintenance Service visits during a year to carry out functional check-ups and minor adjustments/ tuning as may be required.

ii. Breakdown maintenance Service: In case of any breakdown of the equipment/system, on receiving a call from the Buyer, the Seller is to provide maintenance service to make the equipment/system serviceable.

b. Response time: The response time of the Seller should not exceed _____ hours from the time the breakdown intimation is provided by the Buyer.

c. Serviceability of ___% per year is to be ensured. This amounts to total maximum downtime of ___ days per year. Also unserviceability should not exceed ___ days at one time. Required spares to attain this serviceability may be stored at site by the Seller at his own cost. Total down time would be calculated at the end of the year. If downtime exceeds permitted downtime, LD would be applicable for the delayed period.

d. Maximum repair turnaround time for equipment/system would be ____ days. However, the spares should be maintained in a serviceable condition to avoid complete breakdown of the equipment/system.

e. Technical Documentation: All necessary changes in the documentation (Technical and Operators manual) for changes carried out on hardware and software of the equipment will be provided.

f. During the AMC period, the Seller shall carry out all necessary servicing/repairs to the equipment/system under AMC at the current location of the equipment/system. Prior permission of the Buyer would be required in case certain components/sub systems are to be shifted out of location. On such occasions, before taking over the goods or components, the Seller will give suitable bank guarantee to the Buyer to cover the estimated current value of item being taken.

g. The Buyer reserves its right to terminate the maintenance contract at any time without assigning any reason after giving a notice of one month. The Seller will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the Seller for maintenance services already performed in terms of the contract, the same would be paid to it as per the contract terms.

8. Force Majeure clause:

a. Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

e. If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

09. Buy-Back offer - Buyer is interested to trade the existing old goods while purchasing the new ones. Bidders may formulate and submit their tenders accordingly. Interested Bidders can inspect the old goods to be traded through this transaction. Buyer reserves its right to trade or not to trade the old goods while purchasing the new ones and the Bidders are to frame their bids accordingly covering both the options. Details for buy-back offer are as under –

a. Details of Items for buy-back scheme – Make/ Model, Specs, Year of Production/Purchase, Period of Warranty/AMC, etc.

b. Place for inspection of old items – Address, Telephone, Fax, e-mail, Contact personnel, etc.

c. Timings for Inspection – All weekdays.

d. Last date for inspection – 1 day before the last date of submission of bids.

e. Period of handing over old items to successful bidder – Within 15 days of placement of order.

f. Handling charges and transportation expenses to take out the old items will be on account of the successful bidder.

10. OEM Certificate: In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification.

PART V – EVALUATION CRITERIA AND FORMAT OF PRICE BID**A) TENDER OPENING AND EVALUATION:****i) Opening of Technical Bid**

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

b) For reference, the scoring on evaluation of Technical and Price Bids are as follows:

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

$$TS = M \times 0.7$$

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

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

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

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

Final Scoring:

$$S = TS + FS$$

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

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

ii) 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.

B. TECHNICAL BID EVALUATION CRITERIA:

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

Sr. No.	Criteria Description	Weightage
1	The Contractor should be Chandigarh or Tricity (Chandigarh, Mohali & Panchkula) based	10
2	Contractor should have experience of at least 5 year with PSU's or any other Government Organization.	15
3	Contractor / its principal officers / employees to be deployed should have Clearance certificate from Police Department or submit an affidavit to the effect that no criminal investigations / record are pending against it/him in the last 5 years	10
4	Contractor should have annual turnover not less than ₹50 Lakh.	15
5	Contractor should have ISO certification and GST Number.	20
6	PF & ESIC account	10
7	License by PASARA (Private Security Agencies Regulation Act)	20
Total Weightage		100
Minimum Weightage required		70

Note: Please be informed that the vendor/bidder who wish to participate in the e-tender must necessarily fit in all the above criteria requirements. Non-compliance of even one of the requirements will result in rejection of the bid(s).

Hence, bidders are requested to upload all the relevant documents mentioned in the criteria to avoid the rejection of the bid(s).

C. PRICE BID:

To

The Regional Head

Export- Import Bank of India

C-213, Second Floor, Industrial Area, Phase I, Chandigarh 160002

Dear Sir,

- 1) I/We, submit the e-tender price bid (as per Enclosure) 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 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.
- 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.
- 5) 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.
- 6) The total amount of wages shall be calculated on the basis of number of days for which a person has actually worked on the basis of wages of Security Guards accepted by EXIM BANK.
- 7) I/We agree to keep the offer open for acceptance up to 06 months.
- 8) 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.

- 9) 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 Bidder

(Capacity in which signing)

Enclosure to Price Bid

S.No.	Particulars	Security Guards for Unit No. C-213, Second floor, Elante Offices, Industrial Area, Phase I, Chandigarh 160002		
		Per person In ₹	03 persons In ₹	Total In ₹
a)	Basic Wages (₹579 * 26 days)	15,054.00	15,054/- X 03	45,162.00
b)	DA (₹66 * 26days)	1,716.00	1,716 X 03	5,148.00
c)	Total (a + b)	16,770.00	16,770 X 03	50,310.00
d)	HRA (@16%* Basic +VDA or 3600/-, whichever is higher)	3,600	3,600 X 03	10,800.00
e)	ESI/Medical Allowance on HRA (@ 4.75% on HRA i.e. ₹3,600/-)	171.00	171.00 X 03	513.00
f)	Uniform Washing Allowances (@ 3% * Basic + VDA)	503.10	503.10 X 03	1509.30
g)	E.P.F. (@13%* Basic + VDA)	2,180.10	2,180.10 X 03	6,540.30
h)	Leave Wages (@6% * Basic +VDA)	1,006.20	1,006.20 X 03	3,018.60
i)	Paid Holiday (@1% * Basic + VDA)	167.70	167.70 X 03	503.10
j)	Bonus (@8.33% * Basic + VDA)	1,396.94	1,396.94 X 03	4,190.82
k)	E.S.I.C / Medical (@4.75% * Basic + VDA)	796.58	796.57 X 03	2,389.71
l)	Uniform Allowance (@5% * Basic + VDA)	838.50	838.5 X 03	2515.50
m)	Grand Total (sum of (c) to (l))	27,430.12	27,430.12 X 03	82,290.36
n)	Reliever / Weekly off charges [1/6 * (m)]	4,645.86	4,645.86 X 03	13,937.58
o)	Total	32,521.02	32,521.02 X 03	96,227.94
	Agency Charges			
	Total outgo			

TERMS & CONDITIONS OF SERVICE CONTRACT FOR PROVIDING SECURITY GUARDS AT UNIT NO. C-213, SECOND FLOOR, ELANTE OFFICES, INDUSTRIAL AREA, PHASE I, CHANDIGARH 160002

- 1) The contractor will provide Security Guards arrangement for round the clock. Security of the Bank's office premises at Unit No. C-213, Second floor, Elante Offices, Industrial Area, Phase I, Chandigarh 160002, personnel and vehicles. The contractor shall ensure the safety and security of EXIM BANK personnel, properties and vehicles by deploying guards following shifts for 365 days of a year:-

2)

Shift	Time	Security Guards
1 st shift	07.00 a.m. to 03.00 p.m.	1
2 nd shift	03.00 p.m. to 11.00 p.m.	1
3 rd shift	11.00 p.m. to 7.00 a.m.	1

- 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 Guards.
- 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 Guards under un-skilled category, minimum wages are applicable as notified by Central / Chandigarh, UT Govt. (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 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 Guards 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, Security Guards 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 will be supplied to EXIM BANK. The contractor shall also provide the nominal roll of the Security Guards along with their photographs to EXIM BANK. The Character/antecedents verification of above staff 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 personnel will be provided with an identity card by the 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 office premises.
- 15) The contractor will pay the wages, advances and any other payments regularly to the Security Guard 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 fit including intoxication prior to or during the continuance of the contract then the firm shall not employ or engage them and EXIM BANK shall have right to refuse admission to such employees of the firm into EXIM BANK premises.
- 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, sticks 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 personnel 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 Guards.
- 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 Guards 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) Round the clock 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 or in office premises. They shall ensure that no damage is caused to the equipment on account of their mishandling.
 - iii) Guidance to visitors for connect to office.
 - iv) Patrolling round the clock.
 - v) Opening of rooms in the morning and closing in the evening on all working & non-working days.
 - vi) Protection of building property/personals from anti socials elements.
 - vii) Report to EXIM BANK officer's in case of any mis-happening.
- 28) The Contractor shall comply with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against it is 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 work place 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 office 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.

Bidder's

i) Telegraphic Address: _____

ii) Telephone No. _____
(If available) _____

Signature of bidder

Date :-

Place:-

CONTRACT AGREEMENT FORMAT

(To be executed on Non-judicial Stamp Paper of Rs.100/-)

This agreement made this day of day of, 2019 between EXIM BANK, a Financial Institution incorporated under the Export Import Bank of India Act, 1982, having its Regional Office at Unit No. C-213, Second floor, Elante Offices, Industrial Area, Phase I, Chandigarh, (hereinafter referred to as “EXIM BANK”, which expression shall unless repugnant to the context and meaning thereof includes its successors and assigns) of the ONE PART.

AND

M/s.....Name and address of contractor..... (hereinafter referred as “Contractor”) of the SECOND PART which expression shall unless repugnant to the context and meaning thereof includes its successors and assigns) of the SECOND PART.

AND WHEREAS

A. EXIM BANK is desirous of availing the services for providing Security Guards hereinafter referred to as “(The work)” at its Regional office at Export-Import Bank of India at Unit No. C-213, Second floor, Elante Offices, Industrial Area, Phase I, Chandigarh 160002.

B. The Contractor has represented that the Contractor is sufficiently equipped to carry out and possesses extensive experience in the field of providing security guards in accordance with the terms and conditions prescribed in this regard.

C. In response to an invitation of Tender No. EXIM/RFP/2019-20/044, dated issued by EXIM BANK for providing Security Guards at its Regional office, Chandigarh, the Contractor submitted his/their offer dated and whereas EXIM BANK relying upon the representation of the Contractor has accepted the offer of the Contractor on the terms and conditions specified in the Letter of Intent No./Award Letter/Work Order No. dated read with the reference cited therein and also the terms and conditions laid down in the Tender document.

D. The tender documents including the notice letter, inviting tender, instruction to bidder, General Conditions of Contract, Special Conditions of Contract, corrigendum/addendum if any, Bill of Quantities (BOQ)/Price schedules, issued/published in EXIM BANK website www.eximbankindia.in and or <https://eximbankindiatictenders.procuretiger.com>

General obligation, Specifications, Drawings, Plans, Time schedule of completion of jobs, Acceptance of Letter of Intent/Award letter/Work order and any statement of agreed variations, if any, shall be read as "Mutatis Mutandis" form part of this Contract though separately set out herein and are included in the expression " The Contract" wherever herein used.

NOW THEREFORE, THIS AGREEMENT WITNESS AS FOLLOWS:

1. This Agreement shall come into force with effect from the date mentioned in the Purchase Order and will be for one year.
2. That the Contractor shall carry out/ execute the work of providing Security Guards more particularly described in the Tender specifications with scope of work, ITB, special/general terms and conditions as per the tender, various declarations submitted as part of bid by the Contractor which form a part of the Contract.
2. That in consideration of payments to be made to the Contractor by EXIM BANK in accordance with LOI /Work order dated given by EXIM BANK prior to this agreement, the Contractor hereby covenants and undertakes with EXIM BANK that the contractor shall execute and carry out the work in conformity, in all respects with the terms and conditions specified in this Agreement and the documents submitted by him, governing the same.
4. That the Contractor shall be deemed to have carefully examined the workload specified in the tender document, this Agreement and the documents submitted/governing the same and also to have satisfied himself as to the nature and character of work to be executed by him.

5. That the Contractor shall carry out the services of the said work to the complete satisfaction of the officer nominated by EXIM BANK for this purpose.
6. That EXIM BANK shall be entitled to deduct from the Contractor's running bills or otherwise income tax or such other taxes as provided in the Income Tax or law of land.
7. That it is hereby agreed by and between the parties that non-exercise, for bearance or omission of any of the powers conferred on EXIM BANK and/ or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Contractor with respect to compensation payable to EXIM BANK or Contractor's obligations shall remain unaffected.
8. That the payments made to the Contractor's employees or otherwise, under statutory obligations, on behalf of the Contractor, shall be liable to be adjusted /recoverable from the payments accrued to the Contractor.
9. That all documents signed/submitted/agreed upon by the Contractor specified in the scope of work, ITB, special/general terms and conditions as per the tender, various declarations submitted as part of the bid, will form part of this Contract.
10. The Contractor shall at all times be solely responsible and/or liable to issue and maintain adequate insurance for the life and safety of its employees and shall ensure that the said insurance policies do not lapse.
11. The Contractor shall indemnify and keep indemnified EXIM BANK against all claims, demands, suits and proceedings whatsoever that may be brought or made against EXIM BANK by or behalf of any person, body, authority, whomsoever and all penalties, levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatever nature which EXIM BANK may now hereafter be liable to pay or sustain by virtue of or as a result of the performance or non-performance by the Contractor of any of the terms and conditions of this Agreement or applicable laws.
12. The Contract hereby agrees that it shall not assign or transfer or sub-contract this Agreement or part thereof to any third party under any circumstances.

13. Notwithstanding anything contained herein above, EXIM BANK shall have the right to terminate this Agreement at any time during its currency by giving three months' notice to the Contractor without assigning any reason and EXIM BANK shall be entitled to recover any money becoming due under this Agreement from the Contractor.

14. Any dispute or difference of any nature whatsoever regarding any right, liability, act, omission of either of parties hereto arising out of or in relation to this agreement or any matter incidental thereto shall be referred to the arbitration of a single arbitration as per the provisions of the Arbitration & Conciliation Act, 1996. The Arbitrator shall be appointed by the management of EXIM BANK and the parties shall bear the costs of such arbitration in equal shares. Such arbitration shall be held at Chandigarh and the courts at Chandigarh alone shall have the jurisdiction to deal with the arbitration proceedings and the awards in accordance with law.

In witness hereof, the parties hereto have respectively set their signatures in the presence of:

Signed by: _____
For and on behalf of the Contractor or by an
authorized person or holding a valid Power
of Attorney in the presence of

Signed by: _____
for and on behalf of EXIM BANK Ltd.in
the presence of

1. Witness: _____

Witness: _____

Name: _____

Name: _____

Address: _____

Address: _____

Date: _____

Date: _____

2. Witness: _____

Witness: _____

Name: _____

Name: _____

Address: _____

Address: _____

Date: _____

Date: _____

MANDATORY INFORMATION REQUIRED FOR PREQUALIFICATION OF THE BIDDER

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.	
13.*	GST Registration No.	
14.*	Tender Fee DD Number	
15.*	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.

INFORMATION ABOUT BIDDER

I. Name and address of the bidder and e-mail address:

II. COMPOSITON OF BIDDER:

It should be state whether the bidder is Hindu Joint Family, Business proprietorship concern or registered partnership firm or a Limited Company. The name and date of birth of all partners/Director, proprietors, Karta of Joint Family should be given. It should be certified that there are no undisclosed partners. In the case of limited companies, the authorized and paid up capital should be stated.

III. BUSINESS IN WHICH THE BIDDER IS EMPLOYED:

The nature of business in which the bidder or partner of the tender's firm are engaged should be stated together with particulars of where Head Office and branches if any, are located along with details of sister concern.

IV. EXPERIENCE:

Full particulars should be given if the bidder has worked as a Security contractor of the Central Govt. State govt. or Public/Private Companies. The period for which the work has been done should be clearly indicated. The bidders should indicate clearly whether they are working as contractors on behalf of any departments of Central or State Governments or Railway etc. certificates of experience for preceding 3 years to be enclosed.

Please State also whether tender has entered into any contract with EXIM BANK earlier (if Yes, give details of the contract)

In case, the firm is black listed by any authority of Govt. of India, or any State Government or any Public Sector Undertaking, the details of the same should be provided.

V. BIDDERS BANKS:

The name of the Bank or the Banks and the branches with the bidder has dealings and who can certify the bidders financial status should be given.

PRE CONTRACT INTEGRITY PACT (IP AGREEMENT)General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the _____ month of 2019, between, on one hand, EXIM BANK acting through its Authorized person, Shri Ravi V. P. Singh, Assistant General Manager & Regional Head, Export-Import Bank of India, , (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and is represented by Shri _____ (hereinafter called the "Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the **BUYER** proposes to procure (Name of the Stores/Equipment/Item) and the **BIDDER/Seller** is willing to offer/has offered the stores and

WHEREAS the **BIDDER(s)** is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the **BUYER** is an Assistant General Manager, Export-Import Bank of India, Ministry of Finance performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the **BUYER** to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling **BIDDER(s)** to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also

abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the BUYER:

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDER(s) alike, and will provide to all BIDDER(s) the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office to avoid any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is to be reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3. Commitments of Bidders

The BIDDER commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit himself to the following: -

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage,

commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that they have not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government

3.3 BIDDERS shall disclose the name and address of agents and the representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommend.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third party/ person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reasons.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (i) Demand Draft in favor of M/s. Export –Import Bank of India.
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by

the BUYER shall be treated as conclusive proof of payment. No other mode or through any other instrument except mentioned here is accepted.

5.2 The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments. already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (ix) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

The BIDDER undertakes that it has not supplied/ is not supplying similar product/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/ systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the

present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

7.1 The BUYER has appointed Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given below).

<p>1.) Shri Debabrata Sarkar Ex-CMD, Union Bank of India Mayfair Boulevard (Narayan Apartment) Flat No.701, Main Avenue Road Santacruz (West) Mumbai – 400054 Email: dsarkar53@gmail.com Mobile: 08879684000</p>	<p>2.) Shri S K Goel Ex-CMD, IIFCL A-15/11, 1st Floor Above Andhra Bank Sector-44 Market Sector-44, Noida -201301 Email: subodhgoel22@gmail.com Mobile: 09650867778</p>
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8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extended up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid. the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

The parties hereby sign this Integrity Pact at _____ on

BUYER

Mr. Ravi V. P. Singh
Assistant General Manager
& Regional Head

BIDDER

Mr./Ms. _____
CEO/MD/Director

Export-Import Bank of India _____

Witness

1. _____

2. _____

Witness

1. _____

2. _____

- Provisions of these clauses would need to be amended/deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

NON DISCLOSURE UNDERTAKING

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

NON DISCLOSURE UNDERTAKING (INTEGRITY PACT)

I/We understand that EXIM Bank ___ is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s _____

who are submitting offer for providing services to EXIM Bank ___ against Tender Specification No. _____ hereby undertake to comply with the following in line with Information Security Policy of EXIM Bank ___,_____.

- To maintain confidentiality of documents & information which shall be used during the period of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of EXIM Bank

(Signature, date & seal of Authorized Signatory of the bidder)

To,
Mr. Ravi V. P. Singh
Assistant General Manager & Regional Head
Export-Import Bank of India,
C-213, Elante Offices
Second Floor, Industrial Area, Phase I,
Chandigarh 160002

Dear Sir,

Ref: **Providing Security Guards at Export-Import Bank of India, Chandigarh-160002**
Ref. No: **EXIM/RFP/2019-20/044.**

Having examined the 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 & conditions mentioned in the tender.

I/We herewith deposit ₹25,000/- (**Rupees Twenty Five Thousand Only**) by Demand Draft drawn in **favour of Export-Import Bank of India** as Earnest Money Deposit (EMD) for the execution of the works at my/our tendered rates together with any variations should the contract be awarded to me/us.

In the event of this 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 of ₹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 tender or bound to assign any reasons for rejecting our tender. We unconditionally agree Exim Bank's preconditions as stipulated in the tender documents.

I/We also 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 Performance Security paid by me in additions to recovery of all the 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 for ₹25,000/- towards Earnest Money Deposit. I/we agree to keep our tender open for 6 months from the date of opening.

Yours truly,

NAME:

ORGANISATION:

DESIGNATION:

PLACE & DATE:

GLOSSARY

1. **“Bid”** (including the term ‘e-tender’, ‘offer’, ‘quotation’ or ‘proposal’ in certain contexts) means an offer to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such offers.
2. **“Bidder”** (including the term ‘bidder’, ‘consultant’ or ‘service provider’ in certain contexts) means any eligible person or firm or company, including a consortium (that is an association of several persons, or firms or companies), participating in a procurement process with a Bank.
3. **“(Standard) Bidding documents”** including the term ‘tender (enquiry) documents’ or.
4. **“Request for Proposal Documents”** – RFP documents in certain contexts means a document issued by the Bank, including any amendment thereto, that sets out the terms and conditions of the given procurement and includes the invitation to bid. A Standard (Model) Bidding Document is the standardised template to be used for preparing Bidding Documents after making suitable changes for specific procurement.
5. **“Bidder registration document”** means a document issued by a Bank, including any amendment thereto, that sets out the terms and conditions of registration proceedings and includes the invitation to register.
6. **“Bid security”** (including the term ‘Earnest Money Deposit’(EMD), in certain contexts) means a security from a bidder securing obligations resulting from a prospective contract award with the intention to avoid: the withdrawal or modification of an offer within the validity of the bid, after the deadline for submission of such documents. failure to sign the contract or failure to provide the required security for the performance of the contract after an offer has been accepted. or failure to comply with any other condition precedent to signing the contract specified in the solicitation documents.
7. **“Competent authority”**: means the officer(s) who finally approves the decision as per Banks’ Delegation of Powers (DOP).
8. **“Consultancy services”**: covers a range of services that are of an advisory or professional nature and are provided by consultants. These Services typically involve providing expert or strategic advice e.g., management consultants, policy consultants or communications consultants. Advisory and project related Consultancy Services which include, for example: feasibility studies, project management, engineering

services, Architectural Services, finance accounting and taxation services, training and development. It may include small works or supply of goods or other services which are incidental or consequential to such services.

9. **Consumables means:** “the goods that are intended to be used recurrently, i.e., items which "get used up" or discarded such as paper, pens, file folders, Keyboards, mouse, cables, chargers, batteries, Post-it notes, and toner or ink cartridges.

10. **“e-Procurement”:** means the use of information and communication technology (specially the internet) by the Bank in conducting its procurement processes with bidders for the acquisition of goods (supplies), works and services with the aim of open, non-discriminatory and efficient procurement through transparent procedures.

11. **“Goods”** include all articles, material, commodity, livestock, medicines, furniture, fixtures, raw material, consumables, spare parts, instruments, machinery, equipment, industrial plant, vehicles, aircrafts, ships, railway rolling stock assemblies, sub-assemblies, accessories, a group of machines comprising an integrated production process or such other categories of goods or intangible, products like technology transfer, licenses, patents or other intellectual properties (but excludes books, publications, periodicals, etc., for a library), procured or otherwise acquired by a Bank. Procurement of goods may include certain small work or some services, which are incidental or consequential to the supply of such goods, such as transportation, insurance, installation, commissioning, training and maintenance.

12. **“Indenter”** (or the term ‘User (Group)’ in certain contexts) means the User Group and its officials initiating a procurement indent, that is, a request to the Bank to procure goods, works or services specified therein.

13. **“Inventory”** means any material, component or product that is held for use at a later time.

14. **“Invitation to (pre-)qualify”** means a document including any amendment thereto published by the Bank inviting offers for pre-qualification from prospective bidders.

15. **“Integrity Pact (IP) Agreement”** means: Integrity Pact (IP) agreement envisages transparency, equity and competitiveness in major Government procurement activities. The pact envisages an agreement between the prospective vendors/bidders and the buyer, committing to the persons / officials of both the parties, not to resort to any corrupt practices in any aspect / stage of the contract.

16. **“Invitation to register”** means a document including any amendment thereto published by the Bank inviting offers for bidder registration from prospective bidders.

17. **“Notice inviting Tenders”** (including the term ‘Invitation to bid’ or ‘request for proposals’ in certain contexts) means a document and any amendment thereto published or notified by the Bank, which informs the potential bidders that it intends to procure goods, services and / or works.

18. **“Non-Disclosure Agreement (NDA)”** means a legal contract between Bank & other party/ies that outlines confidential material, knowledge, or information that the Bank wish to share with one another for certain purposes but wish to restrict access to or by third parties.

19. **“Other services”** (including the term ‘Non-consultancy services’ in certain contexts) are defined by exclusion as services that cannot be classified as Consultancy Services. Other services involve routine repetitive physical or procedural non-intellectual outcomes for which quantum and performance standards can be tangibly identified and consistently applied and are bid and contracted on such basis. It may include small works, supply of goods or consultancy service, which are incidental or consequential to such services.

20. **“Pre-qualification (bidding) procedure”** means the procedure set out to identify, prior to inviting bids, the bidders that are qualified to participate in the procurement.

21. **“Pre-qualification document”** means the document including any amendment thereto issued by a Procuring Entity, which sets out the terms and conditions of the pre-qualification bidding and includes the invitation to pre-qualify.

22. **“Procurement”** means acquisition by way of purchase, lease, license or otherwise, whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition of goods, works or services without consideration and the term “procure” or “procured” shall be construed accordingly.

23. **“Procurement Contract”** (including the terms ‘Purchase Order’ or ‘Supply Order’ or ‘Withdrawal Order’ or ‘Work Order’ or ‘Consultancy Contract’ or ‘Contract for other services’ or “ Letter of Intent (LOI)” under certain contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between the Procuring Entity and the supplier, service provider or contractor on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country. The term “contract” will also include “rate contract’ and “framework contract”. “Procurement process” means the process of procurement extending from the assessment of need. issue of invitation to pre-qualify

or to register or to bid, as the case may be. the award of the procurement contract. execution of contract till closure of the contract.

24.□**“Procuring authority”** means Group / Groups of the Bank to which powers of procurement have been delegated.

25.□**“Reverse Auction”** (or the term ‘Electronic reverse auction’ in certain contexts) means an online real-time purchasing technique utilised by the Procuring Entity to select the successful bid, which involves presentation by bidders of successively more favourable bids during a scheduled period of time and automatic evaluation of bids.

26.**“Service”** is defined by exception as any subject matter of procurement other than goods or works, except those incidental or consequential to the service and includes physical, maintenance, professional, human resource, intellectual, training, consultancy and advisory services or any other service classified or declared as such by a Procuring Entity but does not include appointment of an individual made under any law, rules, regulations or order issued in this behalf. It includes ‘Consultancy Services’ and ‘Other (Non-consultancy) Services’.

27.**“Subject matter of procurement”** means any item of procurement whether in the form of goods, services or works or a combination thereof.

28. **“Works”** refer to any activity, sufficient in itself to fulfil an economic or technical function, involving construction, fabrication, repair, overhaul, renovation, decoration, installation, erection, excavation, dredging and so on, which make use of a combination of one or more of engineering design, architectural design, material and technology, labour, machinery and equipment. Supply of some materials or certain services may be incidental or consequential to and part of such works.