

 **भारतीय लघु उद्योग विकास बैंक**

 **Small Industries Development Bank of India**

भारतीय लघु उद्योग विकास बैंक निम्नलिखित जोखिमों के वास्ते बैंक के सभी कर्मचारियों के लिए जीवन बीमा कवर लेता है:

ए) ग्रुप टर्म लाइफ इंश्योरेंस पॉलिसी स्कीम (जीटीएलआई)

बी) ग्रुप टर्म लाइफ इंश्योरेंस पॉलिसी स्कीम के अंतर्गत स्वैच्छिक ऊपर योजना (वीटीयूएसजीटीएलआईएस )

 सी) आवास ऋण समूह बीमा योजना (एचआईएलआईएस)।

 डी ) एचआईएलआईएस (जीआईएसओएलएच) के अलावा ऋण के लिए समूह बीमा योजना

SIDBI takes life insurance cover for all the employees of the Bank for the following risks:

1. Group Term Life Insurance Policy Scheme (GTLIS)
2. Voluntary Top-Up scheme under Group Term Life Insurance (VTUSGTLIS)
3. Housing Loan Group Insurance Scheme (HOLIS).
4. Group Insurance Scheme for Loans Other than HOLIS (GISLOH)

Request for Proposal (RfP) for selection of Service provider

 to Small Industries Development Bank of India (SIDBI)

निविदा सं. Tender No. 314/2020/1486/HO1/ADMIN

सीलबंद निविदा जमा करने की आखिरी तारीख- 25 जून 2019, सायं 1300 बजे तक

Last Date of Submission of sealed tender- June 25, 2019, up to 1300 Hrs

महाप्रबंधक (प्रशासन व परिसर उद्-भाग)

भारतीय लघु उद्योग विकास बैंक

सिडबी टावर, 15 अशोक मार्ग

लखनऊ- 226001

The General Manager (Administration and Premises Vertical)

Small Industries Development Bank of India (SIDBI)

SIDBI TOWER, 15, Ashok Marg

Lucknow-226001

यह दस्तावेज़ भारतीय लघु उद्योग विकास बैंक (सिडबी) की संपत्ति है। सिडबी की लिखित अनुमति के बिना न तो इसकी प्रतिलिपि बनाई जाए, न ही वितरण किया जाए और न ही इलेक्ट्रॉनिक या अन्य किसी माध्यम पर रिकॉर्ड किया जाए। प्राधिकृत कार्मिकों/एजेंसियों द्वारा भी, यहाँ विनिर्दिष्ट उद्देश्य से इतर, किसी भी प्रयोजन के लिए इस दस्तावेज़ में दी गयी विषयवस्तु का उपयोग किया जाना पूर्णतया प्रतिबंधित है। यह कॉपीराइट का उल्लंघन माना जाएगा, अतः भारतीय कानून के तहत दंडनीय होगा।

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**Invitation for submitting Bid**

1. **Introduction and Requirement:**

SIDBI is an all India Financial Institution catering to the financial needs of Micro, Small and Medium Enterprises. It has its Head Office at Lucknow.

SIDBI takes life insurance cover for all the employees of the Bank for the following risks:

A). Group Term Life Insurance Policy Scheme (GTLIS)

B). Voluntary Top-Up Scheme under Group Term Life Insurance (VTUSGTLIS)

C). Housing Loan Group Insurance Scheme (HOLIS).

D). Group Insurance Scheme for Loans Other than HOLIS (GISLOH)

Accordingly, proposals are invited from various insurance companies engaged in providing life insurance cover for the above risk covers. The extent of insurance cover and the risks cover to be offered is given in **Annexure I**. You are requested to submit your bids strictly conforming to the schedule and terms and conditions given as per the request for proposal (RfP) hereunder .

## Bidding Information:

|  |  |
| --- | --- |
| **Purpose** | **Selection of “Insurance Company” for providing Life insurance cover under GTLIS, VTUSGTLIS, HOLIS and GISLOH** |
| Date of Issue of RfP | **June 14, 2019** |
| Last Date of Submission of Bids. | **June 25, 2019 by 1300 hrs** |
| Pre-Bid meeting with Tenderers | **Time:** from 15:30 Hrs to 17:30 Hrs**Date:** June 20, 2019**Place:** Administration and Premises Vertical, SIDBI, Head Office, 5th Floor, SIDBI Tower, 15, Ashok Marg, Lucknow-226001 |
| Replies to queries of bidders after pre-bid meeting | Will be resolved by email replies / issuing addendum (if required) |
| Address for submission of Bids | The General Manager, Administration and Premises Vertical, SIDBI, SIDBI Tower, 5th Floor, 15, Ashok Marg, Lucknow - 226001 |
| No. Of Envelopes for submitting sealed financial bids as per format enclosed at **Annexure II**(**Non-window, sealed**) | **Ist Envelope:** Super scribing **“OFFER for providing Life insurance cover under GTLIS”****IInd Envelope:**Super scribing **“OFFER for providing Life insurance cover for VTUSGTLIS”****IIIrd Envelope:**Super scribing **“OFFER for providing Life insurance cover under HOLIS”****IVth Envelope:** Super scribing **“OFFER for providing Life insurance cover under GISLOH”** |
| Date of opening of Financial Bids | **June 26, 2019 at 16 : 00 hrs.** |
| Contact Details |

|  |  |  |  |
| --- | --- | --- | --- |
| **Name** | **Desig.** | **Mobile No.** | **Email ID** |
| Ashoo Tewari | DGM | [9984565222](https://hr.sidbi.in/hrms/E_R_EMP_DTLS.asp?empcd=727) | ashoot@sidbi.in |
| Manoj Kumar Gautam | AGM | 9001012864 | mgautam@sidbi.in |
| Chandan Kumar | AM | 8860905388 | chandank@sidbi.in |

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# **Instruction to Insurance Company**

## 3.1. Insurance Company are advised to study the terms and conditions carefully. Submission of bids shall be deemed to have been done after careful study and examination of the terms and conditions with full understanding of its implications.

## 3.2. Any clarification to be sought by the Insurance Company should be done on or before the stipulated date.

##  3.3. At any time prior to the deadline for submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.

##  3.4. Amendment, if any, shall be hosted on SIDBI Website (www.sidbi.in) and at CPP Portal (<http://eprocure>.gov.in/).

##  3.5. In case of any clarification required by SIDBI to assist in the examination, evaluation and comparison of bids, SIDBI may, at its discretion, ask the Insurance Company for clarification.

##  3.6. Representative (only one person per Insurance Company) of Insurance Company may make it convenient to be present at the venue of opening of Bids.

## 3.7. The envelopes should clearly indicate the Name and Address of the Service Provider.

##  3.8. The Insurance Company shall bear all the costs associated with the preparation and submission of the bid and SIDBI will in no case be responsible or liable for those costs, regardless of the conduct or the outcome of the tendering process.

## 3.9. Modification And/Or Withdrawal of Bids:

Bids once submitted will be treated, as final and no further correspondence in this regard will be entertained. No Insurance Company shall be allowed to withdraw the bid. SIDBI has the right to reject any or all the bids received without assigning any reason whatsoever. SIDBI shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

# **Tender Methodology, Bid Evaluation & Award of Contract:**

#  4.1. Insurance Company will submit the price bid in the prescribed format enclosed at **Annexure II** in three separate sealed covers for each type of risk cover superscribing as under :

**Ist Envelope:**

Super scribing **“OFFER for providing Life insurance cover under GTLIS”**

**IInd Envelope:**

Super scribing **“OFFER for providing Life insurance cover for VTUSGTLIS”**

**IIIrd Envelope:**

Super scribing **“OFFER for providing Life insurance cover under HOLIS”**

**IVth Envelope:**

Super scribing **“OFFER for providing Life insurance cover under GISLOH”**

# 4.2 SIDBI will award the contract to the successful Insurance Company whose bid has been determined to be substantially responsive and has been determined as the Lowest (L1) for each scheme separately. Please note that VTUSGTLIS is a voluntary cover to be opted by employees. As the amount of cover and premium is not quantifiable till the employee submit its consent after analysis of the premium based on age – wise slab quoted by the insurance company, rates quoted for this scheme will not form basis for arriving at the lowest bidder. VTUSGTLIS cover will be taken from the same insurance company who qualifies as lowest bidder under GTLIS after receiving the final consent from the employees.

# 4.3. Insurance Company will ensure that there is no overwriting / cutting in the financial bid.

# 4.4 The Bank reserves to reject any bid without assigning any reason.

## DATA :

5.1 Consolidated grade wise employee details and employee wise data are provided at attached Excel sheet along with this tender. The details are

* **Annexure-III -** Consolidated grade wise employee data
* **Annexure - IV** - Detailed employee data.
* **Annexure-V** - Employee-wise housing loan outstanding
* **Annexure-VI** - Employee-wise loans outstanding other than Home Loan.

5.2 We advise that retirement age of SIDBI employees is 60 years (which automatically shifts to last date of the month in which 60th birthday falls).

5.3 The mortality instances for last three years (under HOLIS & GTLIS) i.e. FY 2017, 2018 & 2019 are three, three & one respectively.

5.4 Your company will also submit an undertaking to maintain confidentiality regarding the confidential information which shall not be reproduced or disclosed for use in any way, to any third party or to any other person or entity other than persons in the direct employment of your company, for any purpose whatsoever, without prior consent of the Bank.

5.5 SIDBI reserves the right to accept or reject any bids without assigning any reason to the concerned insurance companies.

1. **Integrity Pact:**

Bidders will have to execute an Integrity Pact on a non-judicial stamp paper of ` 100/- (Rupees One hundred only) for the insurance product under Group Term Life Insurance Scheme (GTLIS) & Housing Loan Group Insurance Scheme (HOLIS) separately and to be submitted along with Financial Bid enclosed at **Annexure II**. The format of Integrity Pact is enclosed at **Annexure VII.**

**Annexure - I**

**Life insurance cover under GTLIS, VTUSGTLIS, HOLIS and GISLOH**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl. No.**  | **Name of The Insurance scheme** | **Deaths covered / Purpose** | **Required Tenure**  | **Coverage** |
| 1 | Group Term Life Insurance Policy Scheme (GTLIS)  | Natural death and Accidental Death (all death other than natural death) including suicide | From 01/07/2019 to 30/06/2020 |

|  |  |
| --- | --- |
| **Category of Employees** | **Life Insurance Coverage (` lakh)** |
| Officers including CMD and DMDs | 50.00  |
| Staff-Class III | 25.00 |
| Staff-Class IV | 12.50 |

 |
| 2 | **Voluntary Top-Up Scheme under Group Term Life Insurance (VTUSGTLIS):*** The voluntary top scheme under Group Term Life Insurance would be taken from the same insurance policy which qualifies as the lowest bidder. Rates for VTUSGTLIS will not form basis for arriving at the lowest bidder. The top-up cover shall be taken as per the following age slab:

|  |
| --- |
| **Age-wise slab**  |
| 21-45 years |
| 45-50 years |
| 50-55 years |
| 55-60 years |

* The maximum risk coverage under the **VTUSGTLIS** would be as follows:

|  |  |
| --- | --- |
| **Category of Employees** | **Life Insurance Coverage (` Lakh)** |
| Officers including CMD and DMDs | 50.00 |
| Staff-Class III | 25.00 |
| Staff-Class IV | 12.50 |

* The final voluntary cover (employee wise) will be based on consent received from individual employees after assessment of the premium to be paid based on the rates quoted for each age-wise slab. Number of employees opting for VTUSGTLIS will be 15 to 25 % of the employees for whom Bank has taken the cover initially.
 |
| 3 | Housing Loan Group Insurance Scheme (HOLIS) | To cover staff housing loan outstanding in case of death of employee on account of Natural and Accidental Death (all death other than natural death) including suicide | From 01/07/2019 to 30/06/2020 | Maximum `80 lakh per employee or actual Housing Loan outstanding including interest whichever is lower (` 69.00 lakh without medical check-up and in case the housing loan exceeds `69.00 lakh the insurance company will arrange for health check-up and additional premium will be paid thereafter for risk coverage beyond `69.00 lakh) |
| 4 | Group Insurance Scheme for Loans Other than HOLIS (GISLOH) | To cover all staff loans (Other than Housing loan) outstanding in case of death of employee on account of Natural and Accidental Death (all death other than natural death) including suicide | From 01/07/2019 to 30/06/2020 | Free Cover Limit (i.e. under non-medical category) Maximum `29 lakh per employee or actual Loan outstanding (Other than Housing loan) including interest whichever is lower.  |

**Other Terms and Conditions:**

1. Employee data (as per the scheme) would be submitted on Quarterly basis.
2. Under HOLIS & GISLOH scheme, the bank i.e. SIDBI would be the claimant and Nominee.
3. The nominee(s) of Provident Fund as per the bank record would be the Nominee for the concerned employee under GTLIS and Voluntary Top-Up scheme under GTLIS.
4. Claim to be entertained and settled based on Death Certificate issued by applicable local authority and duly filled in claim form without insisting on any other document such as postmortem report, FIR etc.

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**Annexure - II**

TO BE PRINTED ON LETTER HEAD OF THE INSURANCE COMPANY

the General Manager

ADMINISTRATION & PREMISES VERTICAL,

SIDBI, SIDBI TOWER, 5th Floor,

15, ashok marg,

**Lucknow – 226 001**

**FINANCIAL BID**

**(TO BE SUBMITTED SEPARATELY IN A SEALED ENVELOPE FOR EACH RISK COVER – Super scribed “Insurance cover under - Name of the Policy”)**

**Part - I**

|  |
| --- |
| INSURANCE COVER UNDER (Tick which is applicable below) |
| 1 | Group Term Life Insurance Policy Scheme  | GTLIS |
| 2 | Housing Loan Group Insurance Scheme  | HOLIS |
| 3 | Group Insurance Scheme for Loans Other than HOLIS  | GISLOH |
| **Premium rate per `1000/-**  | **Total Sum assured**  | **Premium in ` excluding GST** | **Total Premium amount including GST in `** | **Amount of cover under non-medical category (min. `69.00 Lakh)** |
|   |   |   |   |   |
|   |   |   |   |   |
|   |   |   |   |   |

**Part – II**

|  |
| --- |
| **Rate for Voluntary Top-Up Scheme under Group Term Life Insurance (VTUSGTLIS)** |
| **Age wise slab** | **Premium rate per `1000/- (excluding GST)** |
| 21-45 Years |  |
| 45-50 Years |  |
| 50-55 Years |  |
| 55-60 Years |  |

1. I/We are working with (company name) as (designation) hereby undertake not to disclose the confidential information regarding employees/loans provided by you, to any third party or to any other person or entity other than persons in the direct employment of our company, for any purpose whatsoever, without prior consent of the Bank (Small Industries Development Bank of India).
2. We have also executed the Integrity Pact for GTLIS / HOLIS separately (tick whichever is applicable).
3. I / We have read the terms and conditions of the contract as mentioned in RfP and the extent of risks to be covered as detailed in **Annexure I** and agree to abide by it.

**For Name of the Insurance Co./Broker**

**Sign & Signature of Authorized Officials**

**Date -**

**Place -**

**Annexure-III**

**Consolidated grade wise employee details as on 1/06/2019**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Class / Grades** | **CL-I** | **CL-III** | **CL-IV** | **Grade Total** |
| **Grade I - CMD** | **1** |  |  | **1** |
| **Grade H - [DMD]** | **2** |  |  | **2** |
| **Officer Grade (A to F)** | **957** |  |  | **957** |
| **CL-III** |  | **92** |  | **92** |
| **CL-IV** |  |  | **44** | **44** |
| **Total** | **957** | **92** | **44** | **1096** |

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**Annexure - VII**

**Independent External Monitor (IEM):**

**(To be executed on `100/- non-judicial stamp paper) – separately for GTLIS & HOLIS**

a) Adoption of Integrity Pact & Independent External Monitoring:

As per the directives of the Central Vigilance commission (CVC), New Delhi, the SIDBI is bound to Implement a concept called Integrity Pact (IP) in respect of all major procurements, which essentially envisages an agreement between the prospective vendors/ bidders (i.e. Contractors) and the buyer (i.e. SIDBI) committing the persons/ officials of both the parties not to exercise any corrupt influence on any aspect of the contract. The IP envisages a panel of Independent External Monitors, who would review independently and objectively, whether and to what extent parties have complied with their obligations under IP.

**CVC has appointed Independent External Monitor (IEM) details as below: -**

**Shri. Ashok Sinha, (IAS retired)**

**13 Yayati, Sect-58A, Nerul (West),**

**Palm Beach Road,**

**Navi-Mumbai 400706**

**Mob: 9821844044**

**e-mail:** **asinha51@gmail.com**

b) The Salient feature of the Pact is given as under:

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence /prejudiced dealing 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 quality of work 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 BIDDERs 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 also agree as follows:

c) Commitments of the BUYER

i. 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, favour 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.

ii. The BUYER will during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs 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.

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

iv. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facia 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 during such a period 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.

d) Commitments of BIDDERs

i. The BIDDER commits itself 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-contact stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

ii. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with 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.

iii. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe , gift, consideration, reward, favour, 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 favour or disfavour to any person in relation to the contract or any other contract with the Government.

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

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

vi. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or 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, or 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 recommendation.

vii. 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 contract and the details of services agree upon for such payments.

viii. 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.

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

x. The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the 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.

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

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

xiii. 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 to any of the officers of the BUYER or alternatively, if any relative of the 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 filling of tender.

xiv. The term ‘relative’ for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.

xv. 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.

e) Previous Transgression

i. 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.

ii. 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 reason.

f) Earnest Money (Security Deposit)

i. While submitting commercial bid, the BIDDER shall deposit an amount `. 58,000/- (to be specified in RFP) as Earnest Money in the form of Bank Draft or a Pay Order in favour of SIDBI

ii. 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 provision 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.

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

g) Sanctions for Violations

i. Any breach of the aforesaid provision 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:-

1.1. To immediately call off the pre-contract negations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue

1.2. 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.

1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER

1.4. To recover all sums already paid by the BUYER, and in case of 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 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.

1.5. To encase 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.

1.6. 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

1.7. To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.

1.8. 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.

1.9. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDER, the same shall not be opened.

1.10. Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

ii. The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) 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 defied in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

iii. The decision of the BUYER to the effect that a breach of the provision 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.

i) Independent Monitors

i. The BUYER is in the process of appointing Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

ii. 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.

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

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

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

vi. 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 documents. 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

vii. 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

viii. The Monitor will submit a written report to the designed Authority of the BUYER 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.

j) Facilitation of Investigation

In case of any allegation of violation of any provision 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.

k) Law and Place of Jurisdiction

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

l) Other Legal Actions

The action 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.

m) Validity

i. The validity of this Integrity Pact shall be from date of its signing and extend upto 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.

ii. Should one or several provisions of the 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.

**All the contractors applying for this tender shall be governed by the above-mentioned provision of the Integrity Pact.**

For & on behalf of the SIDBI with seal For & on behalf of Contractor with seal