



भारतीय लघु उद्योग विकास बैंक
Small Industries Development Bank of India

लखनऊ स्थित सिडबी के प्रधान कार्यालय एवं चार
आवासीय क्वार्टर (पता नीचे उल्लिखित हैं) में सुरक्षा प्रदान करने वाले सुरक्षा एजेंसी
के चयन के लिए प्रस्ताव देने हेतु अनुरोध (आरएफपी)
Request for Proposal (RfP) for Finalizing Security Service Agency For SIDBI, Head Office and
its four residential quarters at Lucknow at the below mentioned locations:

1. **SIDBI Tower**, 15, Ashok Marg, Lucknow
2. **SIDBI's Officers Flats for Senior Executives**
16 Madan Mohan Malviya Marg
Near Butler Palace
Lucknow - 226001
3. **SIDBI's Officers Flats Kings Apartment**,
6/3, Mall Avenue Road
Lucknow - 226001
4. **SIDBI's Officers Flats Chitrashila Apartment**,
2/GH/101, Indira Nagar
Block C, Near Shekhar Hospital
Lucknow - 226016
5. **SIDBI's Staff Quarters**
Sector 21/471, Indira Nagar
Behind ICCMRT
Lucknow - 226016

निविदा सं. Tender No. 314/2022/1682/HO1/ADMIN

सीलबंद निविदा जमा करने की आखिरी तारीख- 11 फ़रवरी 2022, सायं 1800 बजे तक
Last Date of Submission of sealed tender- February 11, 2022, up to 1800 hrs

उप महाप्रबंधक
मानव संसाधन एवं भुगतान उद्भाग
[भुगतान (प्रशासन एवं विक्रेता)]
पंचम तल
भारतीय लघु उद्योग विकास बैंक
सिडबी टावर, 15 अशोक मार्ग
लखनऊ- 226001

The Deputy General Manager
HRD (admin/payments) Vertical
Fifth Floor (5th floor)
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।

This document is the property of Small Industries Development Bank of India (SIDBI). It may not be copied, distributed or recorded on any medium, electronic or otherwise, without SIDBI's written permission. Use of contents given in this document, even by the authorized personnel/agencies for any other purpose other than the purpose specified herein, is strictly prohibited as it shall amount to copyright violation and thus shall be punishable under the Indian law.

क्र.सं. Sr. No.	कार्य-मद Event	विवरण / तारीख व समय Particulars / Date & Time
1	संस्था का नाम Name of the Institution	भारतीय लघु उद्योग विकास बैंक (इसे यहाँ आगे "सिडबी" अथवा "बैंक" कहा गया है।) Small Industries Development Bank of India (hereinafter referred to as "SIDBI" or "The Bank")
2	उद्देश्य Purpose	लखनऊ स्थित सिडबी के प्रधान कार्यालय एवं चार आवासीय क्वार्टर में सुरक्षा प्रदान करने वाले सुरक्षा एजेंसी के चयन के प्रस्ताव देने हेतु अनुरोध (पता पहले पृष्ठ में उल्लिखित है) Security Service Agency for SIDBI, Head Office and its four residential quarters at Lucknow (addresses mentioned on the first page)
3	प्रस्ताव आमंत्रण की तारीख Date of Issue of RfP	22 जनवरी, 2022 January 22, 2022
4	निविदा दस्तावेज़ की प्राप्त करने का समय, तारीख व स्थान (निर्धारित पते पर आकर स्वयं लेना अथवा सिडबी की	समय : पूर्वाह्न 10.30 से सायं 18:00 बजे तक Time: 10.30 am to 18:00 hrs तारीख : 22.01.2022 से 11.02.2022 तक Date: From 22.01.2022 to 11.02.2022

	<p>शासकीय साइट से डाउनलोड करना) Time, Date and Place of collection of Tender Document (collection in person from the given address or downloading from official site of SIDBI)</p>	<p>स्थान : मानव संसाधन एवं भुगतान उद्भाग, सिडबी, प्रधान कार्यालय, 5वाँ तल, सिडबी टावर, 15 अशोक मार्ग, <u>लखनऊ-226001</u> Place: HRD (Admin/payments) Vertical, SIDBI, Head Office, 5th Floor, SIDBI Tower, 15, Ashok Marg, <u>Lucknow-226001</u> https://www.सिडबी.भारत https://www.sidbi.in</p>
5	<p>बोलियाँ जमा करने की अंतिम तारीख Last date for submission of bids</p>	<p>11 फरवरी 2022 को सायं 18:00 बजे तक February 11, 2022 up to 18:00 hrs</p>
6	<p>बोली जमा करने का पता Address for bid submission</p>	<p>उप महाप्रबंधक मानव संसाधन एवं भुगतान उद्भाग, सिडबी, प्रधान कार्यालय, 5वाँ तल, सिडबी टावर, 15 अशोक मार्ग, <u>लखनऊ- 226001</u> The Dy. General Manager, HRD(Admin/payments) Vertical 5th Floor, Small Industries Development Bank of India, Head Office, SIDBI Tower, 15, Ashok Marg, <u>Lucknow-226001</u></p>
7	<p>Pre – bid Clarifications</p>	<p>Clarifications, if any, may be asked in writing through e-mail or personal visit not later than February 07, 2022 by 16:00 hrs on the following mail ids.- ranjana@sidbi.in & kachroo@sidbi.in</p>
8	<p>बयाना जमा राशि (ईएमडी) Earnest Money Deposit (EMD)</p>	<p>₹2,30,000/- (रुपये दो लाख तीस हजार मात्र) जो 'सिडबी' के पक्ष में लखनऊ में भुगतान-योग्य डिमांड ड्राफ्ट/भुगतान आदेश के रूप में हो। इसका भुगतान निविदा जमा करते समय, तकनीकी बोली वाले लिफाफे के अंदर, एक अलग लिफाफे में रखकर करना होगा, जिस पर "सिडबी, प्रधान कार्यालय, 15, अशोक मार्ग, लखनऊ कार्यालय में सुरक्षा सेवाप्रदाता के चयन के लिए बयाना जमा राशि" लिखा हो। ₹2,30,000/- (Rupees two lakh thirty thousand only) in the form of Demand Draft/Pay Order drawn in favour of "SIDBI" payable at Lucknow to be paid at the time of submitting the tender in a separate envelope super scribed" EMD for finalising Security Service Agency at</p>

		SIDBI Tower, 15 Ashok Marg, Lucknow, and submitted in the envelope containing <u>technical bid</u> .
9	तकनीकी बोलियाँ खोलने की तारीख व समय Date & Time for Opening of Technical Bids	14 फ़रवरी, 2022 को सायं 16:30 बजे February 14, 2022 at 16:30 hrs
10	वित्तीय / वाणिज्यिक बोलियाँ खोलने की तारीख व समय Date & Time of opening of Financial / Commercial bids	केवल उन्हीं बोलीकर्ताओं को अलग-से सूचित किया जाएगा, जो तकनीकी मानदंडों के अधीन योग्य पाए जाएँगे। Will be separately advised only to bidders who qualify the technical criteria.
11	बोली की वैधता Bid Validity	वित्तीय बोली खोले जाने की तारीख से 90 दिन तक। 90 days from the date of opening of financial bid.
12	संविदा का समय/तारीख Time / Period of Contract	इस संविदा की अवधि, दो वर्ष होगी तथा इसे एक वर्ष के लिए आगे बढ़ाया जा सकेगा। तथापि, संविदा को जारी रखना इस बात पर निर्भर करेगा कि बैंक सेवा प्रदाता की सेवाओं से संतुष्ट है या नहीं। दी जाने वाली सेवाओं की गुणवत्ता कैसी है, इसके लिए बैंक के उपयुक्त प्राधिकारी नियमित रूप से उक्त गुणवत्ता की समीक्षा करेंगे। The tenure of the contract shall be for two years and is extendable for further period of one year. However, continuance of contract will be subject to ongoing review of quality of services rendered, done by appropriate authority of the Bank.
13	सिडबी के पदाधिकारियों के संपर्क विवरण / Contact details of SIDBI officials	दूरभाष सं. / Tele. No. - 0522 - 4259602, 4259761, 4261632
14	सिडबी की वेबसाइट Website of SIDBI	https://www.सिडबी.भारत https://www.sidbi.in

Note:

1. SIDBI reserves the right to change dates without assigning any reasons thereof. Intimation of the same shall be notified on the Bank's website
 2. This proposal /document is not transferable.
 3. If a holiday is declared on the dates mentioned above, the proposals shall be received / opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.
- SIDBI reserves the right to cancel the entire bidding process without giving any notice or assigning any reason there off.

Introduction and Disclaimers

Small Industries Development Bank of India (SIDBI) was established under an Act of Parliament in 1989. SIDBI is the Principal Financial Institution engaged in Promotion, Financing & Development of the Micro, Small and Medium Enterprises (MSME) sector and in coordinating the functions of various institutions engaged in similar activities. The bidders can visit www.sidbi.in for more information.

SIDBI invites bids from reputed Bidders for Engagement of Agency for providing Security Services at SIDBI Tower, 15 Ashok Marg, and its four residential locations for SIDBI Officers and staff at Lucknow.

The tenure of the contract shall be for two years and is extendable for further period of one year, under mutual consent, if the services are found satisfactory.

The RfP document is not a recommendation offer or invitation to enter into a contract, agreement or other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between SIDBI and any successful Bidder as identified by SIDBI, after completion of the selection process as detailed in this document.

Information Provided

The RfP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RfP document. Neither Bank nor of its directors, officers, employees, agents, representatives, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RfP document.

For Respondent only

The RfP document is intended solely for the information of the part to whom it is issued ("the Recipient" or the Respondent" or "the Bidder").

Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including without intimation, any legal fees, costs, charges, demands, actions,

liabilities, expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions of information (whether oral or written and whether express or implied), including forecasts, statements, or estimates, or projections contained in this RfP document or conduct ancillary to it whether or not the Losses arise in omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

Cost to be borne by Respondents

All costs and expenses incurred by Respondents in any way associated with the preparation and submission of responses, including but not limited to the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by SIDBI, will be borne entirely and exclusively by the Recipient / Respondent.

No Legal Relationship

No binding legal relationship will exist between any of the Respondents and SIDBI until execution of a contractual agreement.

Recipient Obligation to Inform itself

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RfP document and the meaning and impact of that information.

Evaluation of Offers

The Issuance of RfP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by Recipient. The Recipient unconditionally acknowledge by submitting its response to this RfP document that it has not relied on any idea, information, statement, representation, or warranty given in this RfP document.

Evaluation Matrix

Sr no	Parameter	Marks	Total Marks	Marks Obtained
1	PSARA (should have a valid PSARA license)	10	10	

2	Years of Experience in providing security services as on 31 st December 2021	<ul style="list-style-type: none"> a) 10 years – 3point b) 10 to 15 years – 5 c) 15 to 20 years – 7 d) More than 20 years – 10 <p>(Less than 10 years' experience – Not eligible)</p>	10	
3	Turn over (In last three financial years) i.e. 2018-19, 2019-20 & 2020-21.	<ul style="list-style-type: none"> a) ₹ 08 Cr – 10 Cr – 5 b) ₹ 10 Cr – 15 Cr – 10 c) Above ₹15 Cr – 15 <p><u>(Less than 8 Cr. in last 3 years – Not eligible)</u></p>	15	
4	Experience with number of Banks (Public/Private sector)/NBFC / FI in last 10 years as on 31 st December 2021.	<ul style="list-style-type: none"> a) 2 Banks/NBFC/FI – 2 b) 3 to 5 Banks/NBFC/FI – 4 c) 6 to 8 Banks/NBFC/FI – 6 d) 9 to 10 Banks/NBFC/FI – 8 e) 11 to 13 Banks/NBFC/FI – 12 f) More than 13 Banks/NBFC/FI – 15 <p><u>(Less than 2 Banks /NBFC/FI – not eligible)</u></p>	15	
5	Clients details (Business value of at least 2 cr. per annum in last 3 years) as on 31 st December 2021	<ul style="list-style-type: none"> a) 1 client – 2 b) 2 clients – 4 c) 3 clients- 6 d) 4 clients– 8 e) More than 4 clients- 10 	10	
6	Training Centre - Photo & Sample training certificate should	<ul style="list-style-type: none"> a) Own -10 b) Tie up-05 	10	

	be provided			
7	Committee assessment- Cross check / Feedback from other Bank/PSU/FIs as on 31 st December 2021. (Attach certificate from present clients)	a) Performance Ground b) Timely salary payment of guards/delayed salary c) Site visit by the vendor personnel i)Excellent – 10 ii) Very Good – 8 iii)Good – 5 iv)Fair- 3 v)Poor - 2	10	
8	Valid ISO Certificate (9001:2015)	a) Has Certificate -10 b) No Certificate-0	10	
	Submission of Pre-Contract-Integrity Pact on ₹100/- stamp paper	Must be submitted with the Technical bid in a separate envelope. (Enclosed / attached)	10	

(Attach attested Copy of Each Document and should be attested with Company seal)

- Bids submitted without the Integrity Pact shall not be considered.
- Technical bids will be shortlisted on the basis of the marks scored in the Evaluation Matrix – proposal of the Agency fulfilling the pre-qualification criteria and scoring 60 marks and above shall be considered qualified for the purpose of opening the financial bids.
- *In case of a tie between prequalified bidders in service charge quoted by them then the decision will be on the basis of the **maximum score** obtained as per the “**Evaluation Matrix score**” and further in case of tie between bidders in obtained score also as per “Evaluation Matrix score” L1 will be decided on the average of last three years turnover, i.e. for financial years 2018-19, 2019-20, & 20-21, bidder having highest average turnover will be considered as L1.*

Acceptance of Selection Process

Each Recipient / Respondent having responded to this RfP acknowledges having read, understood and accepted the selection & evaluation process mentioned in this RfP document. The Recipient / Respondent cease to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RfP.

Error and Omissions

Each Recipient should notify SIDBI of any error, fault, omission or discrepancy found in this RfP document.

Acceptance of Terms

Recipient will, by responding to SIDBI for RfP, be deemed to have accepted the terms of this introduction and Disclaimer.

Notification

SIDBI will notify all short-listed respondents in writing or by email as soon as practicable about the outcome of their RfP. SIDBI is not obliged to provide any reasons for any such acceptance or rejection.

Proposal Ownership

The proposal and all supporting documents submitted by the vendors shall become the property of SIDBI unless the Bank agrees to the vendors specific request in writing, that the proposal and documentation be returned or destroyed.

1. Public Procurement Policy for Micro and Small Enterprises (MSEs)

- (i) SIDBI is governed by Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI.
- (ii) Further, such MSEs would also be entitled for tender sets free of cost and exemption from payment of earnest money deposit. In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances.
- (iii) Agencies desirous of availing preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.

Security Arrangement for office / residential premises at SIDBI Head Office, Lucknow

Sealed quotations / bids are invited from reputed security agencies interested in providing round the clock security service at the office, residential premises and other properties of the Bank at Lucknow. Agencies should have achieved annual sales turn-over of ₹8 crore in any of the last three financial years. The pre-qualification criteria along with terms and conditions are furnished in the **Annexure I and Appendix to Annexure I** respectively. The same is also available in the office of the undersigned during 1000 hrs to 1800 hrs on any working days (except Saturday /Sunday & public holidays) between January 22, 2022 to February 11, 2022.

The quotations/bids should be submitted in two parts described as under:

Part I (Technical Bid) in sealed cover, containing details of Constitution of the Agency, experience in handling security arrangement, annual sales turnover, Income Tax Assessee, etc., duly supported by documentary proof. The format is enclosed at **Annexure II AND Integrity Pact in a separate envelope together with the Technical bid.**

Part II (Financial Bid) in sealed cover, containing the financial bid (in prescribed proforma) for providing security facility. The format is enclosed at **Annexure III.**

Earnest money deposit (refundable) [PA1] of ₹2,30,000/- (Rupees two lakh thirty thousand only) by way of Demand Draft/Pay Order drawn in favor of "Small Industries Development Bank of India", payable at Lucknow may be submitted along with Part I (Technical Bid). Earnest money deposit submitted with SIDBI shall not carry any interest.

Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.

[PA2]

The bids to be submitted should be addressed to "The Dy. General Manager, HRD(Admin/payments) Vertical, 5th Floor, Small Industries Development Bank of India, Head Office, SIDBI Tower, 15, Ashok Marg, Lucknow-226001" and super scribed 'Security Arrangement at SIDBI Lucknow'. The bids should reach SIDBI not later than 1800 hrs. on February 11, 2022. The bids which are not submitted in the prescribed manner will not be accepted. The Technical bids (Part I) would be opened on **February 14, 2022 at 16:30 hours** and the interested parties (one representative only) can be present at the time of opening the bids. **The Bank reserves the right to accept or reject any or all bids without assigning any reasons thereof.**

Pre-qualification Criteria

Annexure I

1. The Security Agency could be a corporate body, registered body under Companies Act or should be State Ex- Servicemen Corporation [Attach copy of registration certificate].

2. The Agency should have minimum 10 years of experience in providing security services to reputed organizations like All India Financial institutions, public sector banks / undertakings, MNCs and large private sector companies. [Attach copy of work orders or letter of empanelment].
3. The Agency should have achieved annual sales turnover of ₹8 crore in any of the last three financial years i.e. FY 2018-19, FY 2019-20 and FY 2020-21. [Attach copy for the relevant FY]
4. The Agency should be registered with the Labour and GST Department(s) of State/ Central Govt. as applicable. [Attach copy of registrations].
5. The Agency should be an Income-tax assesses having filed its Income tax return for the Assessment Years i.e. AY 2018-2019, AY 2019-20 and AY 2020-21 [Attach copy of PAN and copies of return filed during these Assessment Years. In case the Agency is exempted from IT Department, the exemption certificate may be enclosed.
6. The Agency should have more than 500 men employed as security guards continuously for the last 3 years.
7. The Security Guards employed by the Agency should possess good Character (confirmed by Police Verification)).
8. The Security Agency should not have been black-listed by any Public-Sector Bank, RBI or IBA or any other Government Agencies during last 05 years
9. The Security guards should be medically fit (enclose reports of tests conducted after the receipt of Letter of Intent, within 3 months of the date of the letter). For Ex-serviceman - SHAPE 1 (in terms of medical category of Indian Armed Forces). However, those guards who will not produce the fitness certificate/ shape 1 certificate within the stipulated time will be barred from joining SIDBI.
10. The Security Agency should be registered with Employees Provident Fund Organization.
11. The Agency should have its office at Lucknow.
12. The terms and conditions of the security contract is given in the Appendix.
13. The Agency, other than a Government Agency, should abide by the provisions prescribed in "The Private Security Agencies (Regulation) Act, 2005".
14. The agency should have valid ISO 9001:2015 certificate.
15. The Agency must submit the Pre-contract Integrity Pact on ₹100/- stamp paper (in a separate envelope with Technical Bid) for qualifying the pre-qualification criteria.

The agencies qualifying the above pre-qualification criteria and agree to abide by the terms and conditions given in the Appendix may submit the "Technical Bid" in a separate sealed cover super scribing - "TECHNICAL BID FOR 'Security Arrangement at Lucknow'- REF - NEWSPAPER ADVERTISEMENT DATED January 22, 2022."

XXXXXX

Appendix to Annexure I

Terms and conditions for providing security services

1. The contract will be for two years from the date of awarding the contract and can be extended for another one year thereafter, on mutually agreed, existing terms and conditions, at the sole discretion of the Bank.

2. The Agency agrees to abide by all statutory requirement as per Minimum Wages Act, Employee Provident Fund Act, Workmen Compensation Act, Payment of Wages act, Contract Labour (Regulation and Abolition) Act etc.
3. The Agency shall ensure that each guard performs his duty for not more than eight hours in one instance.
4. The number of guards to be deployed by the Agency shall be decided by the Bank so as to ensure effective security arrangements. The rest & relief arrangements shall be made at the discretion of the Agency, for which the Bank will not be liable to pay any wages or compensation.
5. The Agency shall be fully responsible for the security of Bank's Premises as mentioned in the schedule and also be responsible for providing the requisite guards at all the shifts.
6. The Agency will not rotate the guards from one place to another and/or one institution to another without the consent of the Bank.
7. The guards who are deployed for the security duty shall wear proper uniform and identity card during the duty hours provided by the Agency. Provision of uniform and any related expenses shall be borne by the Agency.
8. The Bank shall not be responsible or liable in case of any dispute arising between the Agency and the guards employed by the Agency for carrying the security services and no relationship of Employer and Employee shall come into existence between the Bank and the Agency or guards for which all responsibilities shall vest with the Agency alone.
9. The Agency shall engage trained manpower for the duties to be performed for the security arrangements.
10. The Agency shall be solely responsible for carrying out the job entrusted to them and in case of any accident resulting in death or injury or otherwise risk to the person engaged by the Agency for carrying out the said job, the Bank shall not be liable for any compensation, damages, loss etc. as the case may be. The persons / guards engaged for performing the security job shall be responsible for their acts and omissions to the Agency.
11. The Agency shall be solely responsible for the acts and omissions of its employees / representatives dealing with the Bank and undertakes to indemnify the Bank against any loss, damage, theft, negligence etc. that may occur due to non-performance or mal performance of its employees.
12. The Bank shall lodge a claim (after a joint enquiry), if any, in writing with the Agency in case of any loss caused to the Bank due to non-performance or mal-performance or mis-performance, theft etc. by the Agency/its guards in carrying out the terms and conditions and any claim lodged by the Bank will be settled by the Agency within a period of one month. If the claim is not settled

within one month, loss caused to the Bank, shall be recovered from the monthly payment made to the Agency.

13. The Bank reserves the right to terminate this arrangement without assigning any reasons thereof, by serving on the Agency a notice of one month to this effect, and on the refusal of the Agency to accept the notice of termination of the arrangement or passive avoidance to do so, the said notice shall be sent by registered post on the address of the Agency recorded with the Bank, where after it shall be deemed to have been served on the Agency. Bank shall also be entitled to appoint any other person, firm or Agency at its discretion to perform the job entrusted to the Agency after termination of the arrangement. Provided that the termination of the arrangement, as aforesaid, shall not absolve the Agency of its liability regarding security arrangements already entrusted to it in accordance with the direction of the Bank.
14. In case of any dispute arising out of relating to interpretation of terms of conditions or functioning of the Agency vis-a-vis the Bank, the Bank shall be the sole authority to decide the arbitrator. The Agency agrees to execute any other documents, which may be required by the Bank in this regard.
15. The guards engaged shall not allow any material to be taken out from the said premises unless authorized by a nominated officer(s) of the Bank under his (their) scale and signature.
16. That it is reiterated and made clear that management, control of the guards so provided shall be with the Agency and the said guards for all purposes shall be within the Disciplinary Authority of the Agency.
17. The Agency, other than a government Agency, should abide by the provisions prescribed in The Private Security Agencies (Regulation) Act, 2005.
18. The Agency will be required to submit an undertaking as per the format enclosed as per Annexure IV along with the monthly bill and the bill will be settled only thereafter.
19. The Bank reserves the right to increase / decrease the number of guards based on requirement and the payment will be made accordingly.
20. Minimum Wages will be revised during the period of contract in accordance with Dearness Allowance revised from time to time by the Labour Commissioner as per the provisions of Minimum Wages Act, 1948. Accordingly, EPF/ESI will also be paid as per the revised rates.

xxxxxxxxxxxxxxxxxx

2. Security Guards / Scope of work

- (i) The Security Agency shall be responsible for the payment of wages / dues to its guards. All liabilities arising out of violation of any local and Central Laws

- shall be the responsibility of the Security Agency without in any manner encroaching upon the rights and liabilities upon SIDBI.
- (ii) The rate per guard per month, which is being paid to the Security Agency on account of security arrangements, will be inclusive of service charges charged by the agency. The Wages will be on the basis of rates prescribed by the Ministry of Labour, Government of India (as per the central Labour Laws).
 - (iii) The Agency will ensure that each guard performs his duty for not more than eight hours in one instance.
 - (iv) The number of guards to be deployed by the Security Agency will be decided by the Bank so as to ensure effective security arrangements. **The rest & relief arrangements will be made at the discretion of the Security Agency, for which the Bank will not be liable to pay any wages or compensation.**
 - (v) The Security Agency will be fully responsible for the security of Premises as mentioned in the schedule and also responsible for providing the requisite guards at all the shifts.
 - (vi) The Security Agency will not rotate the guards from one place to another and/or one institution to another without the consent of the Bank.
 - (vii) It is reiterated and made clear that management control of the guards so provided shall be with the Security Agency and the said guards for all purposes shall be within the Disciplinary Authority of the Security Agency.
 - (viii) The Security Agency shall arrange proper supervision of the deployed security guards at all the premises of SIDBI, including surprise check, both during day and night and shall submit the reports at periodic intervals, i.e., **fortnightly**.
 - (ix) The Security Agency shall be solely responsible for carrying out the job entrusted to them and in case of any accident resulting in death or injury or otherwise risk to the person engaged by the Security Agency for carrying out the said job, the Bank shall not be liable for any compensation, damages, loss, etc., as the case may be. The persons / guards engaged for performing the security job shall be responsible for their acts and omissions to the Agency.
 - (x) The Bank will not be responsible or liable in case of any dispute arising between the Agency and the guards employed by the Security Agency for carrying out the security services and no relationship of Employer and Employee shall come into existence between the Bank and the Security Agency or guards for which all responsibilities shall vest with the Security Agency alone.
 - (xi) The Bank reserves the right to increase / decrease the number of guards based on its requirement and the payment will be made accordingly.
 - (xii) SIDBI reserves the right to reject any particular guard employed under the contract with SIDBI without assigning any reason.
 - (xiii) The Security Agency shall remove any guard who in the opinion of the Bank is guilty of misconduct or is in any manner unfit or unsuitable for service. The

Security Agency shall at all times indemnify SIDBI against all claims which may be made under the Workmen's Compensation Act, or rules there under or under any law or rules of compensation payable in consequence of any accident or injury sustained by any person in its employment for the purpose of Security Arrangements. The Security Agency shall be solely responsible for the remuneration and other dues of its employees as also for omissions / commissions done by them.

- (xiv) In case of lapse on the part of the security guards of the Security Agency, the Security Agency should take proper action against such staff. In case the Security Agency fails to take such action against the defaulter, the Bank reserves the right to take any suitable/legal action against the Security Agency and the security guard concerned.
- (xv) In case theft of any material takes place from the Premises on account of the negligence on the part of the Security Guards employed by the Security Agency, the Security Agency would be liable for such losses or lapse and the amount, if any, would be recovered from the Security Agency while settling the bill.
- (xvi) If any incident of disobedience, misbehaviors or theft occurs, the Security Agency shall remove from service such persons notified by the Bank immediately and fill up such vacancy with a suitable person.
- (xvii) Every effort must be made by the Security Agency to deploy security guards of known antecedents only and it may be noted that the Security Agency shall be held responsible for all misdeeds of its staff.
- (xviii) Permanent addresses of all its security guards along with references about their conduct from two persons residing in his area of living shall be produced by the Security Agency to SIDBI, before deployment so as to enable SIDBI to locate them as and when required.
- (xix) The Security Agency shall maintain the Register/Challan copies as under:
 - (a) Under PF/ESIC/welfare Act pertaining to the state if any
 - a) Photocopies of PF/ESIC Monthly Challans (from the beginning of the contract)
 - b) Agreement copies with the Bank
 - (b) Under Minimum Wages Act, 1948
Minimum wages to all security guards of the Security Agency as prescribed by applicable laws of Government of India.
- (xx) The Security Agency shall indemnify and keep indemnified, defend and hold good SIDBI, its officers, directors, employees and agents against loss, damages or claims arising out of any violations of applicable laws, regulations, guidelines during the contract period and for the breach committed by the Security Agency or their services personnel on account of misconduct, omission and negligence by the Security Agency or his service personnel. Security Agency shall sign and furnish an Indemnity Bond in an approved format as per Annexure- [PA3] before starting of the work.

- (xxi) The Bank shall make a claim, if any, in writing to the Security Agency in case of any loss caused to the Bank due to non-performance or mal-performance or mis-performance, theft, etc., by the Security Agency/its guards in carrying out the terms and conditions and any claim lodged by the Bank will be settled by the Security Agency within a period of one month. If the claim is not settled within one month, loss caused to the Bank, shall be recovered from the monthly payment made to the Security Agency and also from the Security Deposit with SIDBI by the Security Agency.
- (xxii) The Security Agency shall maintain and provide all necessary documentation, registers and records in connection with the performance of security arrangement services and other related documents including for complying with any statutory requirements and provisions of applicable laws.
- (xxiii) In the case of any labour problems related to the security guards of the Security Agency deployed in SIDBI premises, the same shall be settled at the Security Agency end only. The "Security Agency" shall indemnify SIDBI suitably. It shall be the duty of the Security Agency to clearly inform its own security guards that they shall have no claim whatsoever against SIDBI and they shall not raise any industrial dispute, either directly and / or indirectly, with or against SIDBI in respect of any of their service conditions or otherwise.
- (xxiv) The Security Agency shall abide by State Labour /Government of India (Ministry of Labour) rules and regulations and all other Statutory Acts/Regulations and rules relevant to this contract including Workmen Compensation Act, Works Contract Act, Minimum Wages Act, Provident Fund Act, ESI, The Private Security Agencies (Regulation) Act etc., and shall indemnify SIDBI against and damages arising out of the default on the part of Security Agency due to negligence or non-compliance of any of the aforesaid rules, regulations, etc., laid down by the Government, Statutory Authorities Regulations and other Government bodies, if any, from time to time.
- (xxv) The Security Agency shall organize medical examination of all the security guards before initial deployment which will be repeated on yearly basis. Any person found to be medically unfit or unsuitable shall have to be removed by the Security Agency from the services and suitable replacement shall have to be arranged forthwith.
- (xxvi) The Security Agency shall arrange to issue Identity Cards to all his security guards, which has to be produced for inspection as and when required by SIDBI and/or suitably displayed.
- (xxvii) The Security Agency shall provide the proof of background check of its security guards deputed for security arrangement service at the site of the Bank.
- (xxviii) The Security Agency shall provide baton, whistle and search light to the Security Guards for security purpose on site.

- (xxix) Deployment of Guards/Security Supervisors will be as per the instructions of the authorities of the Bank from time to time and the security agency will be responsible for their optimum utilization.
- (xxx) The Security Agency will be responsible for overall security arrangements of the Bank premises covered in the contract.
- (xxxii) Any other duties/responsibilities assigned by the Bank and incorporated in the agreement, the same shall also be binding on the Security Agency.
- (xxxii) The Security Agency shall ensure that:
- all instructions of the Bank are strictly followed and there is no lapse of any kind.
 - all instructions, guidelines and specifications issued to the Security Agency by SIDBI are clearly and effectively communicated by the Security Agency to its employees and personnel;
 - that all instructions, guidelines and specifications are strictly adhered to by the employees and personnel of the Security Agency so that reputation of SIDBI is not damaged.
 - that no action taken by the Security Agency and / or its employees and /or personnel shall violate laws and regulations.

Annexure II

**THE FORMAT FOR TECHNICAL BID
(Security Arrangement)**

From,

.....
.....
.....

To,

The Dy. General Manager,
HRD (admin/payments) Vertical,
Small Industries Development Bank of India,
SIDBI Tower
15, Ashok Marg
Lucknow - 226 001

Sl. No.	Particulars	Details to be filled in by the Agency
1	Name of the Agency / Contact Person	
2	Regd. office/Business address of the Agency	
3	Date of Incorporation/Constitution	
4	PAN/TAN Nos. of the Agency	
5	Goods and Service Tax (GST) registration No.	
6	Whether registered with Registrar of Firms/Companies? Date of Registration <i>(Attach copy of registration)</i>	
7	Whether the Agency has 10 years' experience in providing Security Services to reputed organizations like All India Financial institutions, public sector banks / undertakings, MNCs and large private sector companies? (Attach copy of Work Orders)	
8	Whether the Agency meets by all statutory requirement as per Minimum Wages Act, Employee Provident Fund Act, Workmen Compensation Act / ESIC, Contract Labour (Regulation and Abolition) Act etc. as applicable. (Attach copy of registration certificate / licence)	
9	Whether registered with Labour Department? Date of Registration (Attach copy of registration)	
10	Whether the Agency has achieved annual sales turnover of ₹8 crore in any of the last	

	three Assessment Years (FY 2018-19, FY 2019-20 and FY 2020-21) (Attach copy of P&L A/C certified by Chartered Accountant)	
11	Whether the Agency is an Income Tax Assessee having filed its Income Tax return for the Assessment Years (FY 2018-19, FY 2019-20 and FY 2020-21) (Attach copy of Income Tax Returns)	
12	The Agency, other than a government Agency, should abide by the provisions prescribed in "The Private Security Agencies (Regulation) Act, 2005."	

I / We agree to abide by the terms and conditions stipulated by the Bank and mentioned in the Appendix to Annexure I.

I / We also undertake to ensure compliance with the requirements of Minimum Wages Act, Contract Labour Act, 1970, EPF, ESI and also abide by all the other statutory requirements necessary in this regard. I / We agree that SIDBI would neither involve itself in any matters nor be responsible for any shortcomings arising out of the noncompliance of the necessary regulations / laws.

Date:

SIGNATURE
Name and Seal of the firm / Agency

Date:

SIGNATURE
Name and Seal of firm

(This format shall be sent in a separate sealed cover superscribing - "TECHNICAL BID FOR SECURITY ARRANGEMENT REF - NEWSPAPER ADVERTISEMENT DATED January 22, 2022")

P A R T - II
THE FORMAT FOR FINANCIAL BID
(Security Arrangement)

From,

.....

To,

The Dy, General Manager,
 5th Floor,
 Small Industries Development Bank of India,
 SIDBI Tower
 15, Ashok Marg
 Lucknow - 226 001

Sl. No.	Particular	Security Guard	Security Supervisor
1	Wages of 26 DAYS (A)		
2	EPF – 13.15% of (A – B)		
3	ESIC 4.75% of A to be paid by employee		
4	BONUS – 8.33% of ₹7000/-		
5	Reliever		
6	Sub Total (A)		
7	Service Charges # (please quote in amount)		
8	Sub Total (B)		
9	GST		
10	Sub Total (C)		
11	Total (A+ B+ C)		

Note: Minimum Wages will be revised during the period of contract in accordance with Dearness Allowance revised from time to time by the Central Labour Commissioner as per the provisions of Minimum Wages Act, 1948. Accordingly, EPF/ESI will also be paid as per the revised rates.

The strength of the SG / SS may increase/decrease in future depending upon the requirement of the Bank and the payment will be made accordingly.

If a firm quotes 'Nil' or '0' (zero) charges / consideration, over and above the minimum wages, the bid shall be treated as unresponsive and will not be considered.

The above rates are exclusive of **applicable taxes** which would be levied at the applicable rates from time to time. We are aware that all the payments shall be subject to TDS, as applicable at the time of payment.

I / We agree to abide by the terms and conditions stipulated by the Bank and mentioned in the Appendix to Annexure I at the rates quoted above.

Date:

SIGNATURE
Name and Seal of firm

(This format shall be sent in a separate sealed cover super scribing - "FINANCIAL BID FOR SECURITY ARRANGEMENT REF - NEWSPAPER ADVERTISEMENT DATED January 22, 2022")

Undertaking

I, _____, S/o _____ Proprietor /Partner
/ _____ Director of _____ do hereby declare and undertake as
under :-

That in the capacity of Independent Labour Contractor for M/s _____, I
have complied with the provisions of all laws as applicable. I have paid the wages for
the month of _____ which are not less than the minimum rates as applicable,
to all my employees and no other dues are payable to any employee.

That I have covered all the eligible employees under Employees' Provident Funds and
Miscellaneous Provision Act and the Employees' State Insurance Act and deposited
the contributions for the following months and as such no amount towards
contributions whatsoever is payable.

I further declare and undertake that in case any liability pertaining to my employees
is to be discharged by M/s _____ due to my lapse, I undertake to reimburse
the same. M/s _____ is also authorized to deduct the same from my dues as
payable.

Authorized Signatory

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 Nageshwar Rao Koripalli, IRS (Retd.)
38, The Trails, Manikonda, RR District, Hyderabad-500089
Mobile No. 9788919555
Email_id: knageshwarrao@gmail.com

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:

Commitments of the BUYER

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.
2. 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.

3. 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.

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 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 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.

PRE CONTRACT INTEGRITY PACT

(RfPNo : _____/HO1/PREMISES
dated July 03rd, 2018)

(TO BE EXECUTED ON A NON-JUDICIAL STAMP PAPER)

General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____ place on ---- day of the month of-----, -----(Year) between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 (hereinafter called the "BUYER"/SIDBI, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the BIDDER/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 issue RfP for 'Security Services at SIDBI Tower, 15, Ashok Marg, Lucknow & 'Residential Apartments at 4 locations in Lucknow, BIDDER/Seller is willing to offer/has offered the services and

WHEREAS the BIDDER 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 a corporation set up under an Act of Parliament.

NOW, THEREFORE,

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 said services/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 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 hereto hereby agree to enter into this integrity Pact and agree as follows:

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, 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.

- 1.2. 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.
- 1.3. 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.
2. 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 such 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.

Commitments of BIDDERS

3. 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-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following : -
 - 3.1. 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.
 - 3.2. The BIDDER further undertakes that it has 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 favour 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 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 manufacture/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

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.

- 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 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. The 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 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 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.
The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.
- 3.13. 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 reason.

5. Earnest Money (Security Deposit)

- 5.1. While submitting commercial bid, the BIDDER shall deposit an amount of ₹2,30,000/- (Rupees two lakh thirty thousand only) as Earnest Money/ Performance Guarantee/ Security Deposit, with the BUYER through any of the following instruments.
- (i) Bank Draft on a PAY Order in favor of Small Industries Development Bank of India. A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER immediately on demand 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.
 - (ii) Any other mode or through any other instrument (as specified in the RFP)
- 5.2. The Earnest Money/Security Deposit shall be valid for a period of 24 months with a claim period of 6 months to the complete satisfaction of both the buyer and bidder, including the 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 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.
- 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 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 :-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with 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 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.

- (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 buyer or its associates or subsidiaries for 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 BIDDER, the same shall not be opened.
- (x) 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.

6.2. 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 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 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.

7. Fall Clause

- a. The BIDDER undertakes that it has not supplied/is not supplying similar products /systems or subsystems or providing similar services 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 or similar services provided 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

- 8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Please refer to tender document for details.
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with obligations under this pact.
- 8.3. The Monitors shall not be subject to instruction 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 the 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 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
- 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 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.

9. 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. A person signing integrity pact shall not approach the courts while representing the matters to IEM and he/she will wait their/his decision in the matter.

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 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.

12. Validity

12.1. 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.

12.2. 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.

13. This pact shall be deemed as part of the contract that may be entered into pursuant to this RfP. The parties hereby sign this integrity Pact, at ____ on ____

BUYER
Name of the Officer
Designation
SIDBI
Witness

1. _____
2. _____

BIDDER
Chief Executive Officer

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.
