



भारतीय लघु उद्योग विकास बैंक
Small Industries Development Bank of India

Tender for Contract for Providing Drivers' Services
for Office Cars at New Delhi Office

TENDER IDENTIFICATION NO. : 2019/1389/ NDO/ADMIN

LAST DATE OF SUBMISSION OF SEALED TENDER - October 08, 2018 UPTO 15:00 HR

Small Industries Development Bank of India (SIDBI),
Gr.Floor, Videocon Tower, Jhandewalan Extension
Rani Jhansi Road, **New Delhi - 110055**

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Notice Inviting Tender

Small Industries Development Bank of India New Delhi invites Bids from the reputed agencies, engaged in providing Drivers' services for SIDBI's Office Cars maintained at New Delhi / NCR

The bidders are requested to submit their quotation in the attached format in Tender Document comprising:

Envelope I : Containing Notification, DD for EMD, Tender Summary, Form of quotation, Tender documents for General terms and conditions, Tender details, Technical specifications, super scribing " **Technical Bid** for Contract for Drivers' Services for Office Cars at New Delhi / NCR".

Envelope II : Containing price bid (price bid in separate sealed envelope kept in one Envelope i.e. Envelope No II) duly filled in and signed on each page, super scribing " **Price Bid** for Contract for Drivers' Services for Office Cars at New Delhi / NCR".

Both the sealed envelopes should be sent in a common envelope super scribing "Tender Document for Contract for Drivers' Services for Office Cars at New Delhi / NCR" and shall be sent at the above mentioned address of the office of SIDBI so as to reach **on or before 15:00 hrs of October 08, 2018**. Late tenders will not be accepted and are liable to be rejected.

The tender document can be obtained from the office of Small Industries Development Bank of India (SIDBI), Gr. Floor, Videocon Tower, Jhandewalan Extension, Rani Jhansi Road, New Delhi - 110055 **from September 17, 2018 to October 07, 2018, between 9.45 a.m. to 5.30 p.m. on working days (Monday to Friday) and up to 02 :00 p.m. on October 08, 2018** or may be downloaded from SIDBI Website: www.sidbi.in & Central Public Procurement (CPP) Portal : <http://eprocure.gov.in>

The above offer will be subject to various terms and conditions given in the Tender Document. The bidders are requested to visit the site to acquaint themselves with site conditions and type of work involved.

Site visit can be done between 17.09.2018 to 27.09.2018 between 10.00 a.m. to 5.00 p.m.

Conditional tenders will be summarily rejected and tender may not be considered for evaluation. Any doubt or clarification may be clarified from the DGM (APV), SIDBI, New Delhi Office before submitting the Tender document.

The validity of the tender will be 120 days from the date of opening of the Price Bid.

Please note that SIDBI reserves the right to reject any or all the tenders without assigning any reason thereof.

Signature :

Name of the Tenderer :

Date / Place :

Seal :

Notification

Preference for registered Micro and Small Enterprises (MSEs)

All the intending Agencies are also requested to note the following important provisions.

1. SIDBI is governed by Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI.
2. These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
3. If deemed fit, the Bank may procure minimum of 20% of the contract value of any goods or services from MSEs. Further, the Bank reserves the right to procure part work/services (about 4% out of above 20%) to MSEs owned by SC and ST entrepreneurs, if found suitable. Provided, these MSEs quoting price within the price band of L1 +15% & bringing down their price to L1 price, in a situation where L1 price is from someone other than a MSEs. In case of more than one such MSEs, the supply shall be shared proportionately at the discretion of the Bank.
4. 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.
5. 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/RFQ.

Tender Summary

Sl. No.	Particulars	Details
1	Nature of Work	"Tender for Drivers' Services for office cars at New Delhi / NCR"
2	Number of Drivers	3 (Three) (may increase / decrease as per requirement of the Bank)
3	Stipulated dates a. Last date and time of submission of tender document b. Site Visit c. Pre bid Meeting d. Opening of Technical bid e. Validity of Tender	15:00 hrs, _October 08, 2018 10.00 a.m. to 5.00 p.m. – September 17, 2018 to September 27, 2018 11.30 am, September 27, 2018 16:00 hrs of October 08, 2018. Financial bid shall be opened at a later date which shall be notified to eligible bidders 120 days from the date of opening of Price Bid If holiday is declared on any of the dates mentioned above, the next working day and time shall be the date for the same purpose.
4	Time period of Contract	The period of contract will be 24 months from the date as mentioned in work order.
5	Earnest Money Deposit (EMD)	Demand draft for an amount of ₹20,000/- (Rupees Twenty Thousand Only) drawn in favour of "Small Industries Development Bank of India" payable at New Delhi.
6	Refund of EMD	(i) To unsuccessful Bidder: After award and acceptance of work by successful tenderer and EMD shall bear no interest. (ii) If the successful bidder fails to accept the LOI / sign the contract or do not provide the required performance security or expresses inability to carry out the contract or fails to start the work within stipulated time, SIDBI shall forfeit the bid security amount (EMD) of the bidder and blacklist the

		Agency from subsequent bidding for a period of 3 years.
7	Other Terms	The total security deposit (EMD + Retention money) amounting to 6% of the total contract value will be required to be deposited by the successful bidder within 7 days of award of contract. Total security deposit will be released to the agency without interest after successful completion of the contract.
8	Estimate Amount	₹ 9.68 lakh.

Signature :

Name of the tenderer :

Date / Place :

Seal :

Form of Quotation

**The DGM (APV),
SIDBI,
New Delhi**

Dear Sir

Sub: Contract for Drivers' services for Office Cars at SIDBI, New Delhi / NCR

We have examined the terms and conditions for the tender document. We have also visited sites where above work has to be carried out and acquainted ourselves with the nature of work involved. We hereby offer our quotations as specified in the Tender Document – **Envelope I** (Technical Bid) & **Envelope II** (Price Bid).

We have fully understood all the conditions made for the captioned work and have taken into account all the conditions while quoting the rates in the Tender document – Envelope II (Price Bid). The bill of quantities of in price bid has been read in conjunction with all the terms and conditions of Tender.

A Demand Draft No.----- dated ----- drawn on ----- for an amount of `----- (Rupees ----- Only) is enclosed herewith towards Earnest Money Deposit for the captioned work.

We are also aware that SIDBI reserves the right to reject any or all the offers without assigning any reason whatsoever. As required by you, I / we / am / are returning herewith Tender Document (Envelope I & II) duly signed by me / us at each page as a token of acceptance of the provisions of the Tender Document.

In the event of this tender being accepted, I / we agree to undertake the work as specified in tender.

Signature :

Name of the tenderer :

Date :

Place :

Seal :

Eligibility Criteria for Agencies

Applications are invited from experienced and reputed agencies (Delhi /NCR based / having registered branch office at Delhi /NCR) for Providing Drivers' services for office cars at SIDBI, New Delhi / NCR, subject to fulfilling following eligibility criteria:

Minimum qualifying criteria :-

1. The Agency should have minimum 5 years of experience post registration of the firm /company in the field and at least 3 years' experience in providing Manpower services (including Drivers) at New Delhi / NCR to reputed organisations like All India Financial Institutions, Public Sector Banks/ Undertakings and large Private Organisations, MNCs.
2. The Agency should have done at least one job of similar nature & magnitude in the last 3 years – one such Contract costing minimum ` 8 lakh per annum or two such contract costing minimum ` 5 lakh to be eligible.
3. The Agency should be an income tax assessee and should have filed Income Tax return for the last 3 assessment years. Agency to be in profit during the last three financial years.
4. The Agency should have valid GST Registration, Registration with labor department, Shops & Establishment / P.F. and ESI registration.
5. The Agency could be a sole proprietary concern / partnership firm or a company and should be registered with Registrar of Firms / Companies wherever applicable.
6. The Agency should have sufficient and competent manpower and tools & tackles to take up the work.
7. Agency should not have been black listed by any Central / State Government / Public Sector Undertaking / Institute of Govt. of India.
8. Bank reserves the right to verify the credibility of Agency from references mentioned by the Agency in **Sl. No.18** of application form of Technical Bid. In case of getting the negative feedback, Bank reserves the right to disqualify the Agency.
9. Should have solvency of at least ` **3 lakh** to judge about the financial soundness of the Agency to execute the work. This will be judged as per attached Solvency certificate from the Bankers or Income tax return filing of minimum of ` **3 lakh** in immediately preceding financial year attached by the Agency.

In case the Agency qualifies the above criteria, its price bid will be opened.



SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA

Ground Floor, Videocon Tower, Jhandewalan Extension, New Delhi -55

Tender Document

**Name of Work - "Contract for providing services of Drivers
at SIDBI, New Delhi /NCR"**

Name of the Tenderer -----

**Scope of Work & Terms and Conditions of contract
for providing services of Drivers at SIDBI, New Delhi /NCR**

1) The contract shall be valid for 24 months from the date of awarding of the contract. However, notwithstanding anything contained herein, SIDBI [hereinafter referred as the Bank] shall have the right to terminate the agreement /contract at any time without being required to give any reason / notice thereof. Such termination will not give any right to service agency for claim of any compensation or damage.

2) The service agency would be responsible for providing drivers' services for office cars used by CMD/DMD or any other official/office car of SIDBI at New Delhi/NCR.

The duty timing would be 10:00 AM to 06:00 PM from Monday to Saturday. Duty beyond stipulated hours, holidays and outstation duty charges, if any, shall be paid by the Bank suitably.

3) The service agency would ensure that the individuals engaged for the purpose would attend to work on time and in case of any absenteeism suitable substitute should be provided to take care of the work. It will ensure that there is no FIR lodged or criminal investigation going on against the individuals deployed as drivers', the individuals will not indulge in any type of intoxication while on duty and that the distant vision of the individuals is fit for purpose of this service and a certificate of ophthalmologist may be taken in this respect by the agency. In case the individual deployed is found having taken any intoxication, it shall be treated as breach of contract and on the Bank advising the agency, such individual shall never be deployed again for services of the Bank.

4) The service agency shall maintain a register detailing the number of hours for which drivers' services were provided and mileage and submit along with the bill on monthly basis.

5) The service agency shall ensure that the individuals engaged shall have and always carry with them while on duty a valid commercial drivers' license and accident free minimum experience of 3 years in drivers' four wheelers and more particularly similar cars.

6) The service agency shall ensure that the individuals engaged wear clean uniform, are well behaved and follow decent manners.

7) The service agency shall be responsible for police verification as well as identity of individuals engaged by the agency.

8) The Service Provider shall arrange to issue Identity Cards to all his staff, which has to be produced for inspection as and when required by SIDBI and/or suitably displayed.

9) The Service Provider shall organize medical examination of all the staff 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 Service Provider from the services and suitable replacement shall have to be arranged forthwith.

- 10) The Bank shall not, in any way be responsible to any kind of injury or loss of health to the individuals of the service agency while they are performing their duties for the Bank.
- 11) Evaluation of the service agency's performance by the Bank and decisions taken thereof shall be final and binding upon the service agency.
- 12) The service agency shall be required to offer a minimum of 6 weeks credit period. Bills shall be settled on monthly basis.
- 13) The office cars for which the individuals are provided will be solely under the care and supervision of the service agency and any damage or loss to the office cars will be entirely the responsibility of the service agency. The service agency shall, to the satisfaction of SIDBI, arrange to maintain the office cars and keep them in perfect running condition.
- 14) The service agency shall maintain the schedule of service /change of lubricants / refilling of fuel of office cars and keep the Bank informed about any service /maintenance required well in advance. The individual Drivers should also be required to maintain the Car Log Book duly authenticated by user officer or any other authorized official of SIDBI.
- 15) The individuals employed by the service agency as herein above shall remain always employees of the service agency only and shall have no claim of whatsoever nature against the Bank. The Bank shall in no way or manner be responsible to third parties for any of their acts, omissions or deeds.
- 16) Service agency shall follow all the laws related to labor for the individuals engaged by it.
- 17) The service agency should ensure compliance with the requirements of **Contract Labour (R & A) Act 1970, Minimum Wages Act, 1948, EPF, ESI and also abide by all the other statutory requirements necessary in this regard.** SIDBI would neither involve itself in any matters nor be responsible in any manner for any shortcomings arising out of the non-compliance of the necessary regulations / laws. The agency indemnifies the Bank against all monetary or other benefits to which his personnel are entitled to during the period of employment or in relation to employment under various labour laws such as minimum wages act etc. or such other statutes as applicable from time to time. The bank shall have no privities with the individuals deployed by the service agency in execution of the contract work.
- 18) The Service Provider shall maintain the Register/Challan copies as under:
 - a) Under Contract Labour (Regulation and Abolition) Act, 1970
 - a) Attendance Register

- b) Wage Register
- c) Over-time Register
- d) Advance Register
- e) Register of Deduction for Damage & Loss
- f) Register of Fine
- g) Accident Register
- b) Under PF/ESIC/MLWF Act
 - i. Photo copies of PF/ESIC Monthly Challans (from the beginning of the contract)
 - ii. MLWF Challans (from the beginning of the contract)
 - iii. Under Minimum Wages Act, 1948 Minimum wages to all employees of the agency/ Service Provider as prescribed by applicable laws.

19. The agency will arrange to provide a substitute in the absence of any regular driver on the same terms & conditions. In case of absence, proportionate salary will be deducted by the Bank.

20. RESOLUTION OF DISPUTES:

20 .1 It will be the Bank's endeavor to resolve amicably any disputes or differences that may arise between the Bank and the Service Provider from misconstruing the meaning and operation of the RFP and the breach that may result.

20 .2 In case of Dispute or difference arising between the Bank and the Service Provider relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Bank and the Service Provider OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.

20 .3 The Service Provider shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is of such nature that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.

20.4 Arbitration proceedings shall be held at New Delhi, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

20.5 Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at New Delhi, India only.

20.6 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.

20.7 A notice shall be effective when delivered or on the notice's effective date, whichever is later. Any dispute between the Service Provider and the Bank, which cannot be settled by negotiation, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within 30 days of the failure of negotiations. Arbitration shall be held in New Delhi, India and conducted in accordance with the provision of Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at New Delhi alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final and binding. Service Provider shall not be entitled to suspend the provision of Drivers' services, pending resolution of any disputes and shall continue to render the Drivers' services in accordance with the provisions of the contract notwithstanding the existence of any dispute between the Service Provider and the Bank or the subsistence of any arbitration or other proceedings. The contract shall be governed by and construed in accordance with the laws of India and the Courts in New Delhi shall have the exclusive jurisdiction to try any suit, proceedings in connection therewith / in that behalf.

21. The Bank may terminate the contract at any time after giving one month's notice particularly in, but not limited to any of the following events:

- i. Fraud committed by the agency;
- ii. Serious default of the contract terms committed by the agency;
- iii. Sub-contracting without authorization from SIDBI;
- iv. Un-satisfactory services;
- v. Any violation of general terms and conditions
- vi. Any misbehavior of the individual or their gross negligence.

How to apply

Application should be submitted in the prescribed form (enclosed) along with signed and stamped copies of the following documents:

- 1) Certificate of registration of the firm, if any
- 2) Solvency certificate from the Bankers or Income tax return filing to assess the soundness
- 3) Letters of empanelment with other organization / statutory bodies, if any.
- 4) Letters of intent / work order / certificate from other employers showing details of work, value, etc., done **in last 3 years.**
- 5) Necessary license, Registration certificates with various above mentioned departments, PAN, GST, EPF, ESIC etc. duly signed and stamped by the Agency to be attached with the Tender.

Completed application form along with the above documents shall be submitted in sealed envelope clearly indicating the name of work on top of the envelope to:

The Deputy General Manager (APV)
Small Industries Development Bank of India
Ground Floor, Videocon Tower, Jhandewalan Extension,
Rani Jhansi Marg, **New Delhi -110055**

Furnishing of false information or suppression of any information would lead to rejection of application and or initiation of penal proceedings by the Bank.

(Deputy General Manager)

APPLICATION FORM

(Technical Bid to be submitted in Envelope I)

1. Name of the Organisation :
2. Registered Address :
 - (i) Telephone No -
 - (ii) Fax No -
 - (iii) E - mail address -
 - (iv) Name of contact person -
3. Office Address / Branch Address :
 - (i) Telephone No -
 - (ii) Fax No -
 - (iii) E-mail address -
 - (iv) Name of contact person -
4. Year of Establishment (Attach Supporting Document) :
5. Status of the firm :

(whether Company / Firm / Proprietary)
(In case of Ltd Company,
Memorandum and Articles of
Association to be to be attached)
6. Name of the Directors / Partners / Proprietor
 - 1.
 - 2.
7. Whether registered with the Registrar of Companies / Registrar of Firms. If so, mention number and date :
8. a) Name and address of Bankers
 - i) ii)
 - ii) iv)

b) Enclose Solvency Certificate from the Bankers or Income Tax return filing

9. Permanent Account Number (copy to be attached) :
10. Details of last three years Income Tax return filed (copy to be attached) :
11. Details of registration with the Labor Office (copy to be attached) :
12. Details of GST Registration (copy to be attached) :
13. Details of P.F. / E S I registration (copy to be attached)
14. If registered in the panel of other organizations / statutory bodies, such as CPWD, PWD, MES, Banks etc., furnish their names, category and date of registration.
 - i)
 - ii)
 - iii)
 - iv)
15. What are your fields of activities? Mention the fields on preference basis.
(copy of LOI / work order / contract / completion certificate to be attached).
 - i)
 - ii)
 - iii)
 - iv)
16. Furnish detailed description and value of :
works done in last 5 years in Proforma-1
and other details as per proforma-2
17. Specify the maximum value of work
executed in a year during the period :
of last 5 years (copy of LOI / work
order to be attached).
18. Furnish the names of responsible persons and their contact details who will
be in a position to certify about the quality as well as past performance of
your organization:
 - i)
 - ii)
 - iii)

Note : Where copies are required to be furnished these are to be certified copies preferably by the concerned agencies or a Government Officer.

PROFORMA - 1

PARTICULARS IN RESPECT OF SERVICES / PROVIDED AND SERVICES IN PROGRESS

Sl. No.	Name of Contract / Project with address	Short description of Service and location	Name, contact details & address of Organisation / Company	Value of Contract executed	Validity of the Contract	Number of Drivers Engaged	Name & contact no. of Organisation/ in-charge
1	2	3	4	5	6	7	8*

*Applicable for executed works

PROFORMA - 2

KEY PERSONNEL PERMANENTLY EMPLOYED

Sl. No.	Name	Designation	Qualification	Experience	Years with the firm	Any other
1	2	3	4	5	6	7

UNDERTAKING BY THE LABOR AGENCY

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

That in the capacity of Independent labor Agency 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 Provisions 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 the 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.

Labor Agency
Authorised Signatoy



Tender for Providing Drivers' Services
for Office Cars at New Delhi / NCR

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA

Ground Floor, Videocon Tower, Jhandewalan Extension, New Delhi -55

Tender Document

**Name of Work - "Tenders for Contract for Drivers' Services for Office Cars
at SIDBI, New Delhi Office."**

Name of the Tenderer -----

General Terms and Conditions

Period of Contract

The contract shall be valid for a period of **24 months** commencing from the date of award of contract. However, Bank reserves the right to review and terminate the same before completion of the said period in case of unsatisfactory performance of the agency.

Performance Guarantee

- a. The successful bidder shall deposit a security deposit equivalent to 6% of contract value (including EMD) in the form of Demand Draft drawn or Bank Guarantee (BG) in favour of Small Industries Development Bank of India payable at New Delhi within a week from the date of issue of work order. The EMD amount shall be refunded within a week from the date of submission of BG.
 - The Bank Guarantee(BG) should be in the format approved by the Bank and should be kept valid for a period of 24 months with a claim period of 6 months. **No payment shall be released till the BG is submitted.**
 - The deposit will not carry any interest and will be refunded after completion of the contract. In the event of breach of contract by the contractor, the security deposit will be forfeited.

- b. The charges towards above services shall be paid to the agency after the end of each month after deduction of applicable taxes The Agency shall submit detailed (with breakup of payment made to his employees) monthly bill along with a certificate from the concerned officer indicating that the whole work is carried out satisfactorily. A copy of attendance register of Drivers, receipt of payment made to the drivers (cheque / RTGS payments) shall be provided with the monthly bills. If observed that the payments being made are not as per labor law, Bank reserves the right to deduct required amount found eligible to be paid to the worker and pay the same directly to the worker. In that case bank may also impose suitable penalty on the Agency for noncompliance of labor law. SIDBI has the right to insist that the payment to the drivers be made in presence of Bank's nominee.

- c. The agency shall provide receipt of deposition of PF, ESI etc. of employees from concerned department along with the monthly bill.
- d. **The service charges / rate quoted by the Agency shall remain unchanged for the entire period of the contract, however manpower wages would be paid on actual labour deployed at site as per the prevailing minimum wages as per Ministry of Labour & Employment, Office of Chief Labour Commissioner, New Delhi.**
- e. The rates quoted shall include cost of all tools & tackle, manpower cost including wages (including P.F., ESI contribution Employee and Employer), liveries etc. taxes & duties (including applicable taxes such as GST etc.) insurance (if any) etc. payable to the appropriate authority. No extra payment over and above the rate quoted shall be made to the Agency in this respect.

Insurance

- I. The Agency shall keep the employer, its servants or agents indemnified against claims, actions or proceedings brought or instituted against the employer, its servants or agents by any of Agency's employees or any other third party in connection with relating to or arising out of the performance of the services under the agreement. The Agency is also required to obtain the third party insurance for each incident as follows :-
 - a. Personal injury - ` 3.00 lacs
 - b. Property Damage - ` 3.00 lacs
- II. Besides covering all employees of Agency under ESIC scheme, the Agency shall also require to obtain a workman compensation policy for an amount at least ` 2 Lacs per employee and covering all the staff during the contract period deployed at site. If Agency fails to comply with the above provisions, SIDBI reserves the right to deduct suitable amount from the Agency's payment and pay the insurance company.
- III. The Bank shall not be bound to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons thereof.
- IV. If Bank decides to place work order for additional scope of work in the same premises or amend the original contract for additional scope of work in the same premises, the Agency shall be bound to accept the same at rates contained in the original work during the currency of the contract.
- V. Tenderer shall quote its rates and submit break-up thereof for all items of work described in the price bid

Termination of Contract

If the contractor fails to perform any of the obligations under this contract and if the Bank is dissatisfied with the services, the Bank may terminate the services of the contractor with a notice of winding up and the contractor shall vacate the premises **within a period of one month of written notice**. Bank should not be held liable for any cost, damage, expenses or any loss whatsoever that the contractor may suffer on being served with the winding up notice and termination of contract. However, the contractor is required to give **3 month's notice** in case he does not want to continue the contract. In this case, Bank shall forfeit the security deposit and shall award the contract to new agency. Decision of SIDBI in such matters shall be final and cannot be challenged.

- I. The Agency should comply with the requirements of latest Labor Acts and Minimum Wages Act 1948 and its latest amendment including taking necessary insurance cover for its staff, if required, minimum wages of labor to be paid as per the approved latest applicable central minimum wages.
- II. **The Agency is required to obtain and submit police verification report of his staff employed within one month from the award of contract at his own cost. Else, SIDBI reserves the right to withhold the payments and no plea in this regard shall be entertained.**
- III. The Agency shall be solely responsible for all injury to the Driver and for all damages caused to the Car and other properties that may occur due to negligence, carelessness, accidental or any other reasons whatsoever. The Agency shall fully indemnify SIDBI and hold SIDBI harmless in respect of all and any such expenses arising from all such injury or damages to any person(s) or property as aforesaid and also in respect of any claim made in respect of injury or damage under any act of compensation or damage consequent upon such claim.
- IV. Before quoting, the bidder may visit the office and make himself familiar with the nature and conditions of job involved.
- V. The successful bidder shall be required to give an undertaking with the monthly bills in the enclosed format that he is making regular payments to his employees as per the minimum wages Act, ESI, EPF Act and complies all other applicable labor laws / statutes.
- VI. The man power deployed should be well experienced. If the same is not found satisfactory, Bank can ask for their replacement without any obligations.
- VII. All workers should be provided with uniform and they should be all the time in uniform while in office premises.

Undertaking

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

That in the capacity of Independent Labour Service Provider 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.

Authorised
Signatory

ARTICLE OF AGREEMENT

ARTICLE OF AGREEMENT made at New Delhi on this __ day of __ 2018 between Small Industries Development Bank of India, a corporation established under the Small Industries Development Bank of India Act, 1989 (39 of 1989) and having its Head Office at 15, Ashok Marg, Lucknow and having its local office at Ground Floor, Videocon Tower, Jhandewalan Extension, Rani Jhansi Road, New Delhi – 110055 (hereinafter called the Bank) of One Part And M/s _____ within the meaning of the and having its Registered Office at _____ [hereinafter called the Service Provider for Drivers' Services for Office Cars at SIDBI, New Delhi / NCR (AGENCY)], the Other Part / Second Part.

Whereas the Bank is desirous of awarding the contract for Providing Drivers' services for Office Cars at SIDBI, New Delhi Office, to M/s _____, hereinafter called the Service Provider for Drivers' Services for Office Cars at SIDBI, New Delhi (AGENCY)]. The details of services and scope of work / services are given in Tender Document and Addendum which forms part of the Agreement and the Tender Document and Addendum for the sake of brevity will be referred to as the " Contract Document " in these presents.

Whereas the said contract was awarded to the Agency vide Bank's letter No. _____ dated _____, 2018 which was duly accepted by the Agency on ____, 2018 (hereinafter referred to as the 'offer letter'). Whereas as per the offer letter, Agency is required to execute an agreement with the Bank and to reduce the terms and conditions as agreed upon into writing through these presents.

NOW IT IS HEREBY AGREED AS FOLLOWS :-

1. For the consideration hereinafter mentioned, the Agency will hereby agree upon and subject to the terms and conditions contained therein, carry out all the work and render the services, as indicated in Annexure and more particularly described in contract document at all the designated places.

2 a) The Bank after satisfaction of the services rendered by the Agency, will pay to the agency contract amount of ` _____ (Rupees _____ only) per year (hereinafter referred to "the Contract Sum"), details of which are given at Annexure II or such other sum as shall become payable hereunder on monthly basis after completion of each month and submission of bill thereof after performing all the work in pursuance of the Contract Document and to the satisfaction of the Bank.

b) The GST is included in the contract amount and Agency will pay Tax directly to the concerned authority and produce its necessary proof, if demanded by the Bank.

3. The Agency shall arrange every reasonable facility to carry out the various services in the manner laid in the contract documents till the completion of the contract.

4. This contract is neither a fixed Lump Sum contract nor a Piece work contract. But is a contract for Providing Drivers' services for Office Cars at

SIDBI, New Delhi and to be paid for proportionately according to the actual service performed.

5. The Bank reserves the right of altering the scope of work and nature of the work by adding to or omitting any items of work or having portion of the same carried out through other agency without prejudice to this contract. The Agency will only be paid for the actual service performed and work done payable at the accepted unit rates.

6. The parties hereto shall abide by, submit themselves to the conditions and perform the task as per the agreement on their parts respectively in such conditions contained.

7. This agreement and the documents mentioned herein shall form the basis of the contract. The provisions contained herein shall be read in conjunction with the provisions of the said documents.

8. The Agency hereby agree and declare that its quoted cost / rates as indicated above includes daily Drivers Services as detailed out in the contract document and shall be inclusive of all labour and material including all duties, royalties GST or any other taxes or local charges. No extra claim on this account will be entertained. However, Labour charges for major repairs (beyond scope of work) will be paid extra to the Agency as explained in the tender.

9. If the Bank is not satisfied for the services rendered by the Agency, recovery will be made by the Bank for not carrying out the job stipulated within reasonable period as per the terms and conditions of the contract document.

10. The Agency, as per the terms of the contract, agrees and declares that number of Drivers to be employed by the Agency shall be strictly adhered to so as to perform the work satisfactorily during the entire period of the contract. In case, additional resources are required for satisfactory performance of the job, the same shall be employed by the Agency at its own cost and no additional payment shall be made by the Bank.

11. Both parties hereby agree that timely performance of the contractual obligation shall be considered as the essence of the contract and the Agency hereby agrees to perform the job to the satisfaction of the Bank during the stipulated contract period within reasonable time.

12. All payments by the Bank under this contract will be processed only at New Delhi in Indian Rupees and shall be within 15 working days from the submission of bills including period of checking subject to bill being in complete shape as described in the contract document and format to be mutually agreed.

13. That the several parts of the contract documents have been read by the Agency and fully understood by him/them. The Agency shall not be entitled for the payments for any extra major work done beyond the contract unless ordered for, by specific instructions with prior approval from the Bank.

14. This contract shall be initially for a period of 2 years from the date of commencement of the work i.e. _____, **2018** and The rate quoted by the Agency shall remain unchanged for the entire period of the contract, however manpower wages would be paid on actual labour deployed at site as per the prevailing minimum wages as per Ministry of Labour & Employment, Office of Chief Labour Commissioner, New Delhi.

If the Agency fail to perform any of its obligations under this agreement and if the Bank is dissatisfied with the services of the Agency during the regular and / or extended period, the services of the Agency will be terminated by the Bank after giving a notice period of one month and the Bank shall have right to encash the Bank Guarantee submitted as Security Deposit. The Bank shall not be liable for any cost, damage, expenses or any loss whatsoever that Agency may suffer due to termination of the contract. In case Agency do not want to continue with the contract, he may terminate the contract by giving 3 months notice to the Bank and he shall continue to perform his duties during notice period or till alternate arrangement is made by the Bank, whichever is earlier. Under such situations, the Bank shall have right to forfeit the security deposit by encashment of the Bank Guarantee and to award the contract to new agency.

15. During the currency of the contract, it shall be the responsibility of the Agency to keep all their labour /staff insured for the amount indicated in the tender as well as to comply all the provisions of prevailing labour legislation and all other relevant Acts for minimum wages, health facilities, Provident Fund, ESIC etc. and the Bank will not be liable or responsible for any damages, claim, charges whatsoever demanded by any Authorities / Forum for Servants or Agent of the Agency for any wrongful act or omission not complying the statutory requirement or for any matter connected therewith. In case any claim is received by the Bank on this account, the Agency shall indemnify the Bank for the same.

16. In case, Agency do not carry out any items of work or any work carried out by the Agency, is not satisfactory, the Bank will have right to get this work executed by other agency at the risk and cost of Agency and the expenses shall be adjusted from the Agency's bill.

17A. The Agency shall maintain a proper record / register indicating reason for not attending to any particular complaint within time schedule and also for non-completion of routine activities, failing which appropriate compensation as indicated in contract document shall be recovered.

17B. All the works shall be carried out as per the prevailing practices and by using best Drivers as indicated in tender or instructed by the Bank. The Agency shall be wholly responsible for the damages to the property of Bank / occupants due to improper practices or carelessness, etc. In such cases, Bank reserves the right to recover appropriate compensation.

18. The Agency cannot sublet the work without the prior permission of the Bank.

19. Conduct of Drivers

The Agency and its employee shall maintain necessary decorum / discipline while carrying out the job. Any indecent behavior shall not be acceptable and stern action for the same shall be initiated against the Agency / its staff.

20. All disputes and differences of any kind whatsoever arising out of or in connection with the contract whether during or after completion of contract



shall be deemed to have arisen at Delhi and only court in Delhi shall have jurisdiction to determine the same.

IN WITNESS WHEREOF the Employer has set its hand to these presents through its duly authorised official and the Agency has set its hand through Power of Attorney holder Mr. _____, M/s. _____. has caused these presents and the said to duplicates hereof to be executed on its behalf, the place, day, month and year first herein above written.

SIGNED AND DELIVERED by the Small Industries Development Bank of India by the hand of Shri _____, Deputy General Manager, Administration and Premises Vertical.

in the presence of

Smt. Renu Sharma, Asst. General Manager, SIDBI, New Delhi Office

Shri Tulsi Das, Manager, SIDBI, New Delhi Office

SIGNED AND DELIVERED by M/s. _____ by the hand of Shri _____.

In the presence of

- i)
- ii)

.....

[TO BE PRINTED ON RS.100/- STAMP PAPER BY ANY PSU BANK OFFICIAL]

PERFORMANCE BANK GUARANTEE

1. Small Industries Development Bank of India (hereinafter called as "SIDBI") have entered into Agreement / Contract / Order-_____ (hereinafter called "the said Agreement / the said Order"), with _____, M/s. _____(hereinafter called "the said Contractor / Supplier(s)"), for Upkeep/Maintenance and Cooking Services Provider at New Delhi / NCR. (indicate the scope of supply).
2. Whereas under the terms of the said Agreement / Contract / Order, the contractor / Supplier is required to furnish a Performance Bank Guarantee for Contract for Upkeep/Maintenance and Cooking Services Provider at New Delhi / NCR. (indicate the amount in ₹ / foreign currency) ₹_____-/- (Rupees _____ Only) towards the due fulfillment of the terms and conditions during the agreed time period or extension thereof, and also satisfactory performance of the items supplied to SIDBI during warranty period as per the warranty terms stipulated in the Agreement / Contract / Order.
3. Accordingly we, Bank Name, Delhi (hereinafter referred to as "the Bank") at the request of _____ (Contractor / Supplier(s)) do hereby undertake to pay to SIDBI an amount not exceeding ₹._____-/- (Rupees _____ Only) on the failure of Contractor / Supplier in performance of their obligations as per the terms and conditions of the Agreement / Contract / Order including the satisfactory performance of the item during warranty period as per the warranty terms stipulated in the Agreement / Contract / Order.
4. We, Bank Name Delhi do hereby unreservedly, irrevocably undertake to pay forthwith the amounts due and payable under this guarantee without any demur, merely on demand from SIDBI stating that the amount claimed is due by way of nonperformance / unsatisfactory performance by the contractor with respect to the terms and conditions of the Agreement / Contract / Order including failure in satisfactory performance of the items supplied / services rendered under the warranty terms stipulated in the Agreement / Contract / Order. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to and amount not exceeding ₹_____-/- (Rupees _____ Only).
5. We undertake to pay to SIDBI an amount not exceeding ₹_____-/- (Rupees _____ Only) so demanded notwithstanding any dispute or disputes raised by the contractor(s) / supplier(s) in any suit or proceeding

pending before any Court or Tribunal relating thereto our liability under this guarantee being absolute and unequivocal.

6. We, Bank Name Delhi further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement / Contract / Order and that it shall continue to be enforceable till all the dues of SIDBI under or by virtue of the said Agreement / Contract / Order have been fully paid and its claims satisfied or discharged till SIDBI certifies that the terms and conditions of the said Agreement / Contract / Order have been fully and properly carried out by the said Contractor / supplier(s) and accordingly discharges this guarantee.
7. We, Bank Name Delhi further agree with SIDBI that SIDBI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor / Supplier(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by SIDBI against the said Contractor / Supplier(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement / Contractor / Order and we shall not be relieved from our liability by reason of any such variation, of extension being granted to the said Contractor / Supplier(s) or for any forbearance, act or omission on the part of SIDBI to the said Contractor / Supplier(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
8. We, Bank Name Delhi lastly undertake not to revoke this guarantee during its currency except with the previous consent of SIDBI in writing and agree that any change in the constitution of the said Contractor(s) / Supplier(s) or the said Bank shall not discharge the Bank of its liability under this deed.
9. The validity of Bank Guarantee shall be up to _____ (at least 6 months from 2 years of date of issue) and such date shall cover the period of warranty of all the supplies and also the period of defect liability / warranty period for last batch of supplies.

This Bank Guarantee shall be governed by and constitute in accordance with Indian Law and shall be subject to exclusive Jurisdiction of Indian Courts.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN ABOVE

1. Our Liability under this Guarantee shall not exceed _____/- (Rupees _____ Only).
2. This Bank Guarantee shall be valid up to (at least 6 months from 2 years of date of issue).

3. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and if you serve upon us a written claim or demand on or before (atleast 6 months from 2 years of date of issue).
4. We shall be released and discharged from all liabilities hereunder unless a written claim for payment under this guarantee is lodged on us on before (at least 6 months from 2 years of date of issue) irrespective of whether or not the original guarantee is returned to us.

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. Agencies) 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 retd.)
13 Yayati, Sect-58A, Nerul (West),
Palm Beach Road,
Navi-Mumbai 400706
Mob : 9821844044 e-mail : asinha51@gmail.com**

PRE CONTRACT INTEGRITY PACT

(RfPNo : _____/APV/NDO/PREMISES
dated September , 2018)

(TO BE EXECUTED ON A NON-JUDICIAL STAMPED 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 and having its local office at Ground Floor, Videocon Tower, Jhandewalan Extension, Rani Jhansi Road, New Delhi – 110055 (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 ‘Tenders for Contract for Drivers’ Services for Office Cars at SIDBI, New Delhi and the BIDDER/Seller is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company/public company/ Government undertaking/ partnership/ proprietorship / 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 facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such 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-contact stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following : -

- 2.1.** 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, 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 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 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.
- 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 of ₹_____ (as specified in RfP) as Earnest Money/ Performance Guarantee/ Security Deposit, with the BUYER through any of the following instruments.
- (i) Bank Draft on a Pay Order in favour of Small Industries Development Bank of India.
 - (ii) A confirmed guarantee by an Indian Nationalized 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.
 - (iii) 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 para6.1(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

- 7.1. 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 SubAgencys. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/SubAgency(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

BIDDER

Name of the Officer

Chief Executive Officer

Designation

SIDBI

Witness

Witness

1. _____

1. _____

2. _____

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.
