



**NATIONAL INSTITUTE OF SIDDHA
MINISTRY OF AYUSH
GOVERNMENT OF INDIA
TAMBARAM SANATORIUM
CHENNAI -600 047**

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Tender No. F.No.NIS/3-109/Security(Tender)/2024-25

Date: 06.11.2024

TENDER FORM

**TENDER FOR PROVIDING ROUND THE CLOCK
SECURITY SERVICES AT
NATIONAL INSTITUTE OF SIDDHA, CHENNAI-47**

Name of the work	Security Services at NIS, Chennai
Period of contract	1 year (Renewable on a yearly basis up to a maximum of 3 years)
Address for submission of Tender	The Director, National Institute of Siddha, Tambaram Sanatorium, Chennai 600047
Pre-Bid Meeting	14.11.2024
Last date of tender submission	27.11.2024
Total Estimated Cost	Rs.1,62,00,000/-
EMD 2%	Rs.3,24,000/-
Performance Security	5% of the total contract value



राष्ट्रीय सिद्ध संस्थान
आयुष मंत्रालय
भारत सरकार
ताम्बरम सनटोरियम
चेन्नई -600 047

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निविदा प्रपत्र

राष्ट्रीय सिद्ध संस्थान में खानपान सेवाएं प्रदान करने के लिए

नाम और निविदाकर्ता का पता:

ईमेल :

संपर्क नंबर:

पूर्व बोली की बैठक: **2:00 p.m. on 14.11.2024**

निविदा की प्राप्ति की अंतिम तिथि: **27.11.2024**

INSTRUCTIONS TO BIDDERS

1. The National Institute of Siddha (NIS), Chennai is an autonomous organization under the Ministry of AYUSH, Government of India. The Institute offers Under Graduate and Post Graduate courses and Doctoral research programmes in Siddha, provides healthcare service in OPD/IPD and undertakes research to promote and propagate the Siddha system of medicine. The Ayothidoss Pandithar Hospital attached to the Institute provides free Siddha medical care to public and functions on all 365 days. A 220 bedded in-patient department is attached with the hospital. The hospital is a NABH (National Accreditation Board for Hospitals and Healthcare providers) – Accredited Hospital.
2. The contractor should provide Security Services for round-the-clock security services in **three shifts** running from 7.00 a.m. to 3.00 p.m., 2.00 p.m. to 10.00 p.m. and 10.00 p.m. to 7.00 a.m.
3. The right of acceptance of the tender will rest with the Director, National Institute of Siddha Chennai, who does not bind to accept the lowest tender, and reserves himself/ herself the authority to reject any or all of the tenders received without assigning any reasons whatsoever. Wherever the tender in which any of the prescribed conditions is not fulfilled or incomplete in any respect is liable to be rejected without assigning the reasons. No correspondence shall be entertained in this regard.
4. **EARNEST MONEY DEPOSIT (EMD):** Each tender must be accompanied by a Earnest Money Deposit of Rs.3,24,000/- (Rupees Three Lakh Twenty Four Thousand Only) in the form of a Demand Draft drawn on any Nationalized Bank in favour of “**The Director, National Institute of Siddha**” payable at Chennai. The Demand Draft should be drawn after the date of publication of the Tender Notification. Tenders not accompanied by the EMD are liable to be rejected. EMD will be returned to the contractor only after the tender is finalized. The EMD amount of the contractor will be adjusted against Performance Security or refunded on submission of Performance Security without any interest. Kindly refer to the GeM bid document for other modes of EMD/Bid Security submission.

*The bidders should have MSME registration as detailed under
Section N - Division 80: Security and investigation activities
Group 801 Private security activities
Class 8010 Private security activities (This class includes armored car services, bodyguard services security guard services, polygraph services, finger printing services and other private security services)
Sub Class 80100 Private security activities*

The firm will not be considered as MSME entity if not registered as MSME under the category mentioned above.

5. Undertaking to be submitted by the bidder regarding MSME Status:
 - a. Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:
 - b. We are - Micro/ Small Enterprise/ SSI/ Govt. Deptt. / PSU/ Others:
.....
 - c. We attach herewith, Udhyam Registration Certificate with the Udhyam Registration Number as proof of our being MSE registered on the Udhyam Registration Portal. The certificate is the latest up to the deadline for submission of the bid.
 - d. Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of shares held by SC/ ST Partners):.....

6. Bid Securing Declaration (BSD)

- a. As per current Government orders, bidders who are seeking exemption from the payment of Earnest Money Deposit (EMD) / Bid Security and also the bidders who are not required to submit EMD, must furnish a Bid Securing Declaration (BSD) in lieu of bid security, as 'Bid Securing Declaration (BSD)' in their bid as per format given therein. The BSD shall be drawn in favour of 'The Director, National Institute of Siddha'. A self-attested scan of the original Bid Securing Declaration (BSD) should be uploaded along with the bids. Bids not complying with these provisions shall be rejected. Format provided in Annexure IV
- b. The BSD is required to protect the Procuring Entity against the risk of the Bidder's unwarranted conduct as amplified under the sub-clause below.
- c. The BSD provides for automatic suspension of the Bidder from being eligible for bidding in any tender in the Ministry/ Department of Procuring Organisation for 2 years from the date of such enforcement. This declaration shall stand enforced if Bidder breaches the following obligation(s) under the tender conditions:
 - i. withdraws or amends his bid or impairs or derogates from the bid in any respect within the period of validity of its bid; or
 - ii. after having been notified within the period of bid validity of the acceptance of his bid by the Procuring Entity:
 1. refuses to or fails to submit the original documents for scrutiny or the required Performance Security within the stipulated time as per the conditions of the Tender Document.
 2. fails or refuses to sign the contract.

7. Pre-Bid Conference and Clarifications:

- a. NIS will hold a Pre-bid Conference with the bidders on 14/11/2024 at 2:00 p.m. at the Conference Hall located on the Second Floor of the Administrative Block, NIS Campus.
- b. Any change in venue and time for the pre-bid conference will be communicated through our Institute's website at least one day before the schedule of the pre-bid conference.

- c. The pre-bid conference will be conducted only in physical/in-person mode
- d. The queries, if any, shall be addressed to The Director, National Institute of Siddha
- e. The Bidders will have to ensure that their queries for the pre-bid meeting should reach nis04@ymail.com on or before 14/11/2024, 6:00 p.m.
- f. The queries, if any, should necessarily include the following information:
 - i. Name of the Bidder
 - ii. Contact Person
 - iii. Contact Number & E-mail ID
 - iv. Page No., Section/Clause No. of the existing clause in the Bid document for which clarification is sought
 - v. Details of Clarification sought
- g. Participation in Pre-bid Conference is not mandatory. If a bidder chooses not to (or fails to) participate in the Pre-bid conference or does not submit a written query, it shall be assumed that they have no issues regarding the techno-commercial conditions and no subsequent representations from them regarding the Technical/commercial specifications/ conditions shall be entertained.
- h. Only one representative from each company is permitted to attend the pre-bid conference.
- i. Delegates participating in the Pre-bid conference must provide a photo identity and an authorization letter as per the Format provided in Annexure II: "Authorization for attending a Pre-bid Conference " from their Company/ principals; else, they shall not be allowed to participate.
- j. If required, a clarification letter and corrigendum to GeM Bid/Tender Document shall be issued, containing amendments to various provisions of the Tender Document, which shall form part of the GeM Bid/Tender Document.
- k. Any requests for clarifications post the indicated date and time of the pre-bid conference may not be entertained by NIS.

8. ESSENTIAL DOCUMENTS TO BE SUBMITTED BY THE TENDERERS

The following essential documents are to be signed on all pages with seal of the tenderer and uploaded.

1. Earnest Money Deposit to be remitted to the bank account of National Institute of Siddha. Proof of remittance of EMD to be uploaded.
2. Copy of PAN Card.
3. Copy of G.S.T. Registration certificate.
4. Copy of EPF Registration certificate.
5. Copy of ESIC Registration certificate.
6. Copies of Income Tax return filed for last three Assessment years i.e., 2021-22, 2022-23 & 2023-24. The copies of audited Balance Sheet and Profit and Loss Account for the relevant periods should be enclosed.
7. Proof for Annual Turnover of the Agency for the Financial years 2021-22, 2022-23 & 2023-24 (Last Three years). Chartered Accountant Statement indicating Annual Turnover should be furnished. The Annual Turnover certified by the Chartered Accountant should be same as the Annual Turnover mentioned in the respective Income Tax returns.

8. Proof for the number of employees engaged by the Agency in the present/past contracts for providing Security Service. The proof to be submitted viz., Copy of Work order, Copy of Award of contract, and Performance Certificate issued by the client/service receiver. Labour License for any period to be enclosed. Number of employees should be mentioned clearly.
9. ***Experience Certificate for a minimum period of three years (since 2019) furnishing the details of clients. The contractor should have provided Security services in NABH hospital for at least one year since 2019.***
10. ***The contractor should have provided Security Services in any organization located in Tamil Nadu for at least one completed year since 2019.***
9. The successful tenderer will be bound by the details furnished by him/her to this Institute, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be breach of terms of contract making him / her liable for legal action besides termination of contract.
10. The National Institute of Siddha reserves right to terminate the contract after giving **a month's prior notice** to the contracting agency. The tenderers will not be entitled for any compensation whatsoever in respect of such termination. The contract can be terminated by the Director, National Institute of Siddha for unsatisfactory service. The loss to National Institute of Siddha, if any, incurred on account of such termination will be recovered from the contracting agency so engaged. The decision of the Director, National Institute of Siddha shall be final in this regard.
11. The successful tenderer shall withdraw any employee who misconducts himself and whose service is found to be deficient / not satisfactory / unfit in the opinion of Director, National Institute of Siddha. Failure to do so will entail a penalty of 10% of the rate quoted for such employee and nonpayment of remuneration for such employee. The decision of the Director, National Institute of Siddha in this respect will be final and binding on the successful tenderer.
12. The successful tenderer should provide suitable uniforms for his personnel at his cost, and he shall on his own responsibility appoint all the necessary staff and employees who should be proficient in security services. The Director, National Institute of Siddha shall have no responsibility or any obligation, legal or otherwise in respect of the affairs of such staff and employees, including their appointment, conduct, discipline, termination, wages and terms and conditions of work etc., which are the sole obligation of the successful tenderer.
13. The contractor will provide the security services at the rates mentioned in the Financial Bid for round the clock security services in **three shifts** running from 7.00 a.m. to 3.00 p.m., 2.00 p.m. to 10.00 p.m. and 10.00 p.m. to 7.00 a.m.

14. Uniform (two sets), cap, lathi, whistle, torch light, name badge, shoes and identity card for all security staff to be provided by the successful tenderer. The Security staff will always wear photo identity card issued by the successful tenderer during their duty hours. The successful tenderer shall be responsible for providing the uniform, cap, lathi, whistle, torch light, name badge, shoes and identity card for the persons deployed by him. The contractor shall not make any deduction from the wages to be paid to the outsourced employees for supply of above materials. **The expenditure towards providing the above materials should be included in the Admin charges. Making such deductions from the wages of the Security personnel and non-supply of these materials within 15 days of award of contract shall tantamount to breach of contract.**

15. The Institute reserves its right to terminate the contract in case of following contingencies:-

1. If the Contractor fails to execute the work entrusted to them to the satisfaction of the Institute (NIS), for which the decision of the Director is final and binding on the Contractor.
 2. If the Contractor fails to discharge its legal obligations towards security personnel employed by them in the Institute (NIS) premises.
 3. If for any reason the Contractor fails to perform part of the agreement for any period of time.
 4. If there is any breach of the clauses or conditions of the contract agreement by the Contractor.
 5. If the Institute (NIS) is made to pay any damages and /or / compensation and /or any payment to their customers / visitors on account of any negligent action and/ or misbehavior on the part of the security personnel/contractor.
 6. If the Contractor is unable to give proper account of tools, equipments etc., entrusted to them for their custody and fail to return when demanded for the execution of work under this agreement.
 7. If at any later date, it is found that the certificates, documents, chalans, etc., submitted by the Contractor are forged or have been manipulated, the contract shall be terminated, and the contractor is liable for prosecution as per law.
16. The contractor/tenderer should have registered office in Chennai / Tamil Nadu so that the ESI claims related to treatment availed by the Security Guards using ESI card can be processed without any issue by the tenderer.
17. No residential accommodation will be provided to any security guard inside the premises of the Institute.
18. The Security arrangements shall be inspected by the contractor on his own atleast once a week and a report be submitted to the Director, National Institute of Siddha or his authorized officers regularly. The Security arrangement shall also be inspected by the Director, National Institute of Siddha or authorized officers from time to time including surprise check.
19. Behaviour of security personnel employed by the successful tenderer shall in no way be detrimental to the Institute.

20. The successful tenderer will be responsible for compliance of all statutory provisions relating to Minimum wages, Provident Fund and Employees State Insurance etc., in respect of the persons deployed by him in this Institute. In case the tender contains any vague stipulations, the Tender is liable to be ignored summarily. The personnel employed by the successful Tenderer shall be issued with E.S.I Card within one month of engagement of that personnel.
21. The successful tenderer shall also be liable for depositing all taxes, levies, cess, etc., on account of service rendered by them to the National Institute of Siddha to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter. The successful tenderer shall also produce necessary proof of having filed the tax returns with the concerned authorities for each month along with the wage bill for payment.
22. The successful tenderer shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand to the concerned authorities of this Institute or any other authority under law.
23. The successful tenderer shall comply with all the requirements under Goods and Service Tax (G.S.T) Laws and shall be responsible for payment of all taxes, fees and other statutory payments to the respective authorities and he shall also produce necessary proof of having filed the tax returns with the concerned authorities for each month along with the wage bill for payment.

24. Contacting Procuring Entity during the evaluation

From the time of bid submission to awarding the contract, no Bidder shall contact the Procuring Entity on any matter relating to the submitted bid. If a Bidder needs to contact the Procuring Entity for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence the Procuring Entity during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and the bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

25. Verification of Original Documents

Before issuing a Letter of Award (LoA) to the successful Bidder(s), the Procuring Entity may, at its discretion, ask the Bidder to submit for verification the originals of all such documents whose scanned copies were submitted online along with the Technical bid. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer and kept in the records as part of the contract agreement. If the Bidder fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such a bid shall be liable to be rejected as nonresponsive in addition to other punitive actions provided in the Tender Document. The evaluation of Bids shall proceed with the subsequent ranked offers.

1. CONDITIONS OF CONTRACT

1. **PERIOD OF CONTRACT:** The Successful tenderer will be communicated about the acceptance of their Tender in writing by the Institute. The resultant contract will be initially valid for one year and extendable up to a maximum of 3 years by the Competent Authority on the basis of Performance of the contractor. The Institute reserves the right to terminate the contract at any time after giving one-month notice if the services rendered by the agency are found to be not satisfactory.
2. The contract shall be for one year unless it is curtailed or terminated by this office owing to deficiency of service and Manpower deployed, breach of contract, reduction or cessation of the manpower requirements, violation, non-compliance, disobedience etc.
3. The contract shall automatically expire on the completion of one year from the date of award of contract unless extended further by the mutual consent of contracting agency and the Director, NIS.
4. The contract may be extended, on the same terms and conditions, for a further specific period mutually agreed upon by the successful Service providing Companies/Firms/Agencies and National Institute of Siddha.
5. The contracting Agencies shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other contractor.
6. The contractor's Security activity is subject to the supervision of Director, National Institute of Siddha or any officer authorized by him/her.
7. The bid will remain valid for 6 months from the last day for receipt of bids.
8. The Stationery items like registers, scales, writing pads, pencils staplers, etc. will not be provided by this Institute and Uniforms shall not be washed in the Institute premises. The uniform of the Security Personnel and other related items mentioned above shall be provided by the Contractor. The expenditure towards providing these items should be included in the Admin charges.
9. The contractor shall submit their bills for payment in the 1st week of the following month for the services rendered to the Director, National Institute of Siddha. The payment will be made by crossed cheque or by RTGS on receipt of the confirmation regarding satisfactory execution of services by the officer authorized for this purpose. In case, the services are not provided up to the satisfaction of the authorities, suitable deduction will be made from the payment bill at the discretion of the Director, National Institute of Siddha whose decision shall be final and binding on the contractor.
10. The contractor should agree to get all the security staff members and their employees insured against any liability arising under the workman's compensation Act or under the Common Law. The contractor must agree to indemnify against any claim that the Institute may have to meet in respect of their staff members and / or workman / employees on account of any accident or injury or for any other reasons.

11. Under no circumstances, the staff members and / or the workmen / employees of the contractor shall be treated, regarded or considered or deemed to be the employees of the Institute and the contractor alone shall be responsible for their remuneration, wages and to their benefits and services conditions of all the employees deployed by the contractor. The Contractor shall indemnify and keep indemnified the Institute against any claim towards the employees of the contractor.
12. The contractor must ensure that no theft or damages to the Institute property takes place during the tenancy of the service contract of the contractor. In case there is any theft or damages to the Institute's property (NIS) occurs during the service contract period with the Contractor due to the negligence of the security staff/ employees of the contractor, the Contractor shall be held responsible for such losses and damages. After assessing the loss / damage caused, the amount is recoverable from the bill of the Contractor. The decision of the Director in the matter shall be final and binding on the Contractor. The Contractor shall attend all the police cases from time to time during the contract period, if required.
13. If any question or dispute arises between the parties hereto or their representatives with respect to the meaning or effect of any clauses of this agreement or about the rights of liabilities of the parties hereto, then such a question or dispute shall be referred to the arbitrator and such arbitrator shall be appointed by the Institute (NIS) his awards shall be governed by the provisions of the Arbitration & Conciliation Act 1996 for the time being in force in Indian Union and shall be binding on both the parties hereto.
14. No security guard should be put for continuous duty for two shifts. If a Security Guard is found doing continuous duty for two shifts, a penalty of double the wage will be recovered from the Bill.

PENALTY CLAUSE:

15. ***The successful tenderer shall obey the lawful instructions given to him by the Director, National Institute of Siddha or his authorized representatives or such other personnel appointed by the administration in respect of all works of security services. Any infringement of any such instruction may render the successful tenderer liable to be fined with a minimum of Rs.200/- in each case. The fine will be in addition to the penalty indicated in other clauses.***
16. In case, the person employed by the contractor indulges in any act of omission/commission that amounts to misconduct / indiscipline / incompetence, the contractor will be liable to take appropriate disciplinary action against such person, including their removal from site of work, if required by the Institute.
17. The contractor shall execute the instructions of the Director, National Institute of Siddha or any officer authorized by him from time to time on all Security related services.
18. As and when complaints are made by the Director, National Institute of Siddha or his representative, immediate action shall be taken by the contractor to rectify the defect to the satisfaction of National Institute of Siddha.

19. The contractor shall replace immediately any of his personnel who are found unacceptable to this Institute because of security risks, incompetence, conflict of interest, improper conduct etc., on receipt of notice from this Institute.
20. If the Director, NIS decides that any person deployed by contractor has to be replaced, the contractor shall do so immediately. The failure to do so will entail penalty of 10% of the rate quoted for such person.
21. This Institute shall not be responsible for any damages, losses, claims financial or other injury to any person deployed by the contractor in the course of their performing the functions / duties, or for payment towards any compensation.
22. The persons deployed by the contractor shall not claim, nor shall be entitled to, Pay or Other facilities admissible to Regular employees of National Institute of Siddha.
23. The persons appointed by the Service provider shall also not be entitled to any absorption in Regular capacity in the Institute. Such employees will not have any right for continued engagement.
24. The loss to the National Institute of Siddha, Chennai if any, incurred on account of failure / or neglect or refusal on the part of the contractor to act according to the terms of the agreement will be recovered from him from the security deposit.
25. In case, the contractor fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof the Institute is put to any loss / obligation, monetary or otherwise, the Institute shall be entitled to get the loss recovered from the contractor.
26. In case of breach of any terms and conditions attached to the tender, the performance security deposit of the contractor will be liable to be forfeited to the Institute besides termination of the contract.
27. The wage to the Personnel deployed by the contractor shall be disbursed through their Bank Account only. Failure to comply with this condition will tantamount to breach of contract.
28. In case of any shortfall in the attendance of the worker provided by the successful tenderer the monthly payment will be proportionately deducted except weekly off. The Casual Leave and other Leave will be provided as per the instructions of NIS amended from time to time. In case of continued shortfall in the attendance, penalty @ 10% for each manday will be levied.
29. As per the Directions received from Ministry of AYUSH vide OM dated 10.06.2022 with reference F.No.C-31018/5/2022-VIG the bidders/tenderers should abide by the following conditions:-
 1. Promise on the part of the buyer not to seek or accept any benefit, which is not legally available;
 2. Buyer to treat all bidders with equity and reason;

3. Promise on the part of bidders not to offer any benefit to the employees of the buyer available legally;
4. Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts, etc.
5. Bidders not to pass any information provided by the buyer as part of business relationship to others and not to commit any offence under PC/IPC Act.
6. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign buyers or associates.
7. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary;
8. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

29. INTEGRITY PACT CLAUSE

- To improve transparency and fairness in the tendering process the Employer is implementing Integrity Pact. Integrity Pact is deemed as part of the contract so that the prospective bidders are bound by its provisions.
- The Integrity Pact, signed by all the prospective Bidders and the Employer, shall commit the persons/officials of both the parties, not to exercise any corrupt /fraudulent/collusive/coercive practices in the Tendering process and also during implementation of the Contract. Only those Bidders who have entered into Integrity Pact with the Employer shall be eligible to participate in the bidding process. Bidders signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.
- Entering into Integrity Pact as per proforma (enclosed as Annexure III) is a basic qualifying requirement. In case of JV, each partner of JV shall sign Integrity Pact with the Employer. In case of sub-contracting, the Principal contractor shall be responsible for adoption of Integrity Pact by the sub-contractor.
- To oversee the compliance of obligation under the Integrity Pact, a panel of Independent External Monitor(s) (IEMs) have been appointed by concerned authority. The Contact address of IEMs is as under:

<p>Shri Devendra Kumar Pathak, IPS (Retd) LG4, Amrapali Sapphire, Sector-45, Noida, UP-201303 Mobile: 9650806205 e-mail: pathak56515@gmail.com</p>	<p>Shri Varanasi Udaya Bhaskar, Ex-CMD, BDFlat No. 101, 1st Floor, Block No. B, Sri Balaji Gulmohar Township, Bachpalle, K V Rangareddy, Hyderabad-500090 Mobile: 9490796474 e-mail: varudabha@yahoo.co.in</p>
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- The Integrity Pact duly signed on behalf of the Employer is given in Forms & Procedures of these Bid Documents. The Integrity Pact shall be downloaded, printed and signed by the bidder and the hard copy shall be submitted to this Institute as per the format enclosed in Annexure III.
- The successful bidder shall submit duly executed Integrity Pact on Non-Judicial stamp paper of appropriate value prior to signing of Contract Agreement.

30. Undertaking to be submitted by the bidder along with the bid regarding genuineness/validity /truthfulness of the scanned copies of submitted Certificates/ Test reports / documents / affidavits/ undertakings:
 “We confirm that scanned copies of Certificates/ Test reports/ documents / affidavits / undertakings uploaded along with our Technical bid are valid, true, and correct to the best of our knowledge and belief. If any dispute arises related to the validity and truthfulness of such documents/ affidavits/ undertakings, we shall be responsible for the same. Upon accepting our financial bid, we undertake to submit for scrutiny, on-demand by the Procuring Entity, originals, and self-certified copies of all such certificates, documents, affidavits/ undertakings.”
31. The bidder will also be required to submit following undertaking:
 “No legal suit / criminal case is pending against proprietor or any of its Directors (in the case of private limited company) of our firm for any violation in PF Act / ESI Act, labour laws etc. or having been earlier convicted on grounds of moral turpitude or for violation of any other law and will provide details in case there is any such suit/criminal case pending.”

3. SCHEDULE OF REQUIREMENTS

1. The contractor shall employ the following number of persons in three shifts as detailed below:

Total Security Guards Required for 39 points		
Morning – 15 Points	}	NIS Campus
Evening – 13 Points		
Night – 8 Points		

Three (3) Guards are to be posted in three shifts (one guard in each shift) at the site for Drug Testing Laboratory Amirtha Nagar, Near Tambaram Sanatorium Railway Station, Chennai-47.
2. The contractor has to sign the Agreement Deed (in the format supplied by this Institute) on non-judicial stamp paper of value of Rs.100/-within 7 days from the receipt of offer of contract. The successful contractor has to arrange the stamp paper at his / her own cost.
3. The Tax Deduction at Source (TDS) shall be deducted as per the provisions of the Income Tax Rules and GST rules, as amended from time to time and a certificate to this effect shall be provided to the agency by this Institute.
4. The personnel deployed shall be required to report to Hospital Superintendent / Dy. Superintendent.
5. Should have adequate experience in Providing Security Services to any Government / Quasi Government Departments, Universities or Private Hospital / Institution.
6. The successful tenderer will have to deposit a Performance Security amount of 5% of the Annual Contract value in the form of Bank Guarantee / Fixed Deposit Receipt (FDR) made in the name of the agency and hypothecated to the Director, National Institute of Siddha, Chennai covering a period of sixty (60) days beyond the contract

period. In case, the contract is further extended beyond the initial period, the Bank Guarantee / FDR will have to be renewed accordingly by the successful tenderer.

7. Security Guards to be deployed shall be preferably an ex-servicemen with robust health and clean records preferably below the age of 55 years but should not be below 18 years of age. The watch and ward duty will be round the clock and the security Guards put on watch and ward duty shall be changed as per the requirement of the Institute from time to time. In case there is any change of person(s) of security Guard, it shall be intimated to the Institute well in advance.
8. The contractor shall employ their own staff/ employees as may be required for the purpose of execution and supervision of the work which shall be subject to approval of the Institute authorities. The Contractor shall not be entitled for any additional payment in this regard.
9. The security guards who are on duty must be in proper uniform, cap, lathi, whistle, torch light, name badge, shoes and identity card etc.
10. The list of security guards placed on duty at various duty points should be provided to this office every day.
11. A detailed list of security guards along with their photographs attested by the contractor including permanent address should be provided to this office for record before taking over the charge of security. The Contractor should also furnish the details of personnel being deployed by them for supervision of the work.
12. The guards should be healthy, and in good physique. They must be shifted from one duty point to other at regular intervals.
13. The security guards who can read and write Tamil and English should only be employed in the Institute by the Contractor.
14. The security guards should be put for a single shift duty and continuous shift duties are not allowed.
15. The security guards will maintain all the registers which are kept at main gate and other points.
16. They have to check all the Blocks, OP/IP, Laboratory, Teaching & Administrative and Library Blocks after office hours and ensure that all the **rooms are properly locked**. They should check and ensure that no person is inside the room / toilet before locking the room/ toilet.
17. They should also ensure that all the lights in the rooms are switched off and water taps in the toilets are closed before locking the room /toilet.
18. The security personnel should be very careful in their duties and closely monitor the movements of the Labourers, Visitors, etc., visiting the Institute. The security Guards should ensure that all the vehicles entering the campus are properly parked in the parking area. They should maintain a register to record the vehicle number, the time

of entry and the time of departure of the vehicle between 06.00 p.m. and 07.00 a.m. of next day.

19. The keys of the buildings of the Institute are kept in the Key Boards at the security office, under safe custody of the security guards. It is the responsibility of the security guard who is on duty at the main gate to maintain a register containing the details regarding the name of the NIS staff who has collected keys from the security office in the morning, the time of handing over the keys to the staff concerned daily in the morning and the time of return of keys by the staff concerned in the evening etc.
20. The Contractor should take immediate action to make alternate arrangement under intimation to this office in case, if any security supervisor/ guard goes on leave.
21. Changing of Supervisor/Security Guards should be intimated to the concerned authority.
22. Patrolling to the identified sensitive points to be carried out every hour in the night.
23. The security staff should follow codal formalities and discipline of security system while on duty.
24. The security guards at the gate should ensure that proper gate pass has been issued by the authorized officer for taking items out of the campus of the Institute. In case of any doubts, they should immediately contact officer in-charge of the security of the Institute.
25. Patients who are getting discharged from the in-patient ward should be thoroughly checked and sent out. The Security guard should verify the Discharge certificate before sending the patients out.

4. SPECIFICATIONS AND ALLIED TECHNICAL DETAILS

1. The contractor shall engage his staff with verification of antecedents through police at his own cost and shall provide a list of such staff along with their permanent address to the office. The police verification certificates should be furnished along with the appointment letters issued to the outsourced staff.
2. The rates quoted should be valid for the entire period of contract.
3. A list showing the jobs to be carried out by the Contractor is attached as **Annexure-I**. These are only guidelines. Any addition /Modification in the duties will be carried out with the approval of the competent authority of the Institute.
4. The Contractor will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the Contract Labour (Regulation & Abolition) Act 1970 and under the order issued by the Government of Tamil Nadu from time to time. The Contractor shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time, viz, statutory obligations under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen's Compensation ACT, The EPF & Miscellaneous Provisions Act, 1952, Employee State Insurance Act., 1948 etc. For its non-compliance,

the Contractor shall be responsible for penalties levied by the appropriate authority under the Act. The Contractor shall also agree to indemnify and keep this Institute indemnified from any claims, loss or damages that may be caused to the Institute on account of the Contractor's failure to comply with their legal obligations towards their staff/employees deputed by them or any loss or damage to the Institute due to the acts/omissions on the part of the Contractor.

5. The Contractor shall ensure monthly wages disbursement on or before the 7th day of the following calendar month and there should be no linkage between wages disbursement and payment made by this Institute. Any delay made by the Contractor for payment of wages beyond the specified time will be notified in writing and invite penalty if the cause for delay is not genuine.
6. The wages to the Security Guards deployed by the Contractor at this Institute shall be disbursed through their bank accounts. Copy of relevant bank statement along with copy of wage disbursement register shall be submitted with monthly reimbursement bill as proof of payment of wages to personnel for which reimbursement is claimed.
7. Separate ECR and Chalans towards remittance of EPF, ESI contributions of security Guards at this Institute should be enclosed with the monthly bills of the following month. **Consolidated ECR & Chalans submitted by the Contractor will not be accepted by this Institute.**
8. The contractor will obtain licence under the Contract Labour (Regulation and Abolition) Act according to the number of workers engaged by him by depositing the fees and complying with the formalities.
9. This Institute will allow deployment of reliever in excess of the indented strength limited to 1:6 of the indented strength and further limited to the actual deployment in this regard. The contractor shall give the name of the personnel who will be relieved in advance. Attendance sheet for these relievers shall be kept separately. No Over Time Allowance (OTA) will be paid to workers, deployed as relievers or those deployed against indented strength.
10. The successful tenderer will submit wages disbursement statement to this Institute every month duly enclosed with monthly claim. The successful tenderer should disburse monthly wages at the rates fixed in the contract and deductions towards Employee share of EPF & ESI contribution are only allowed. **The successful tenderer will not make any adjustment / unauthorized recovery from the monthly wages of the Security staff for functioning of their firm. Any other charges towards providing uniforms, upkeep of uniforms, foot wears, shoes, profit etc., expected by the successful tenderer should be projected in Admin Charges.**
11. **Proof of EPF and ESI payment should be furnished in statement along with the challan. Challan payment/challan should be of NIS manpower exclusively and should not be combined with other manpower exclusively for the staff deployed in National Institute of Siddha.**

12. Bonus paid to the employees as per statutory provisions will be reimbursed to the contractor on submission of proof of payment of Bonus.

13. Monthly Pay Slips should be issued to the Security staff invariably.

Buyer Added Additional Terms and conditions clauses in GeM portal

1. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts/work orders and documentary evidence of successful execution/completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

2. Bidder should submit Contract labour license along with Shram Suvidha CLC annual return latest copy. (Documentary Evidence should be submitted)

3. Registered Branch / Head Office should be in Chennai Pincode from 600001 to 600113. (Documentary Evidence should be submitted).

a. If registered Branch / Head Office is in own building – Proof for Water bill, EB Bill to be enclosed

b. If registered Branch / Head Office is in a rented building – Copy of current rental agreement/Lease deed, Advance payment transaction detail, and monthly rent payment transaction detail should be enclosed.

4. GST Certificate should be registered in TAMILNADU. (Documentary Evidence should be submitted)

5. Paid remittance challan of EPF, ESI, & GST for the year 2022-23 and 2023-24 should be submitted.

6. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

7. While submitting Original Tax invoice to office, GeM Invoice, Attendance Sheet, EPF Statement, ESI Statement, Pay Slip, salary statement and any statutory deductions should be enclosed along with the original bill on or before 10th of every month on monthly basis.

8. Payment of salary to contractual staff should be made on or before 5th of every month.

9. Payment will be made 100% upon submission of invoice on monthly basis, in the following month through Bank.

10. EPF contribution is to paid by the contractor up to the maximum wage ceiling of Rs.15,000/-

11. Income Tax at source will be deducted as per rules.

12. Child labour is strictly prohibited and if the contractor violates them, the contract will be terminated.

13. The contractor shall ensure that they deploy only qualified personnel at site for the work. The contractor must provide suitable uniform, ID Card / Badge, Shoes and Safety equipment for safety and shall ensure their proper maintenance for every year.

14. The contractor should furnish the detail number of the labour employed by the for the maintenance work.
15. The manpower deployed by the contractor as mentioned in the bid document to be maintained and if there is any difference in man power, the proportionate amount will be deducted from the monthly bill.
16. Contractor should pay Central Government Minimum wages under Category 'A' and other statutory payments as mentioned in the Bid document.
17. The Contractor should submit ESIC Registration Certificate and EPF Registration Certificate. The deduction towards ESIC and EPF to be furnished. (Documentary Evidence should be submitted)
18. Behaviour of personnel employed by the contractor shall in no way be detrimental to the administration. The contractor shall provide personnel of good character, physically fit, efficient, well behaved and skillful in their duties.
19. Punctuality to duty and unauthorized absence will be viewed seriously.
20. The contractor has to abide by all the terms and conditions given in the bid documents and scope of work.
21. Bidder will be eligible for revision of wages (VDA) in lien with Chief Labour Commissioner order as issued from time to time.
22. ***Bids submitted by agencies that have previously provided services to this Institute and have been found to engage in unethical practices will be summarily rejected.***
23. ***Workmen's Compensation Insurance coverage may be provided to the employees who are not covered under ESI scheme. However, Workmen's Compensation Insurance coverage may be finalized in consultation with this Institute. The expenditure on this account will be reimbursed to the contractor on submission of bill along with relevant evidence.***

Annexure I

Brief Description of Nature of Duties / Responsibilities of Security Guards and Contractor.

1. The guards should be healthy, and in good physique. They must be shifted from one duty point to other at regular intervals.
2. The security guards who can read and write Tamil and English should only be employed in the Institute by the Contractor.
3. The security guards should be put for a single shift duty and continuous shift duties are not allowed.
4. The security guards will maintain all the registers which are kept at main gate and other points.
5. They have to check all the Blocks, OP/IP, Laboratory, Teaching & Administrative and Library Blocks after office hours and ensure that all the rooms are properly locked. They should check and ensure that no person is inside the room / toilet before locking the room/ toilet.
6. They should also ensure that all the lights in the rooms are switched off and water taps in the toilets are closed before locking the room /toilet.
7. The security guards must be on patrol from 10.00 pm to 07.00 am in the Institute campus on every one hour and ensure that all the buildings including pump houses are under lock and safe.
8. The security personnel should be very careful in their duties and closely monitor the movements of the Labourers, Visitors, etc., visiting the Institute. The security Guards should ensure that all the vehicles entering the campus are properly parked in the parking area. They should maintain a register to record the vehicle number, the time of entry and the time of departure of the vehicle between 06.00 p.m. and 07.00 a.m. of next day.
9. The keys of the buildings of the Institute are kept in the Key Boards at the security office, under safe custody of the security guards. It is the responsibility of the security guard who is on duty at the main gate to maintain a register containing the details regarding the name of the NIS staff who has collected keys from the security office in the morning the time of handing over the keys to the staff concerned in the morning and the time of return of keys by the staff concerned in the evening etc., every day.
10. The Contractor should take immediate action to make arrangement in case, if any security guard goes on leave under intimation to this office.
11. Any change of persons of security guards should be intimated to the Hospital Superintendent.
12. Patrolling to the identified sensitive point to be carried out every hour in the night.

13. The security staff should follow codal formalities and discipline of security system while on duty.
14. The security guards at the gate should ensure that proper gate pass has been issued by the authorized officer for taking items out of the campus of the Institute. In case of any doubts, they should immediately contact officer in-charge of the security of the Institute.
15. NIS shall not provide any residential accommodation in the premises of the NIS to any security guard / supervisor.
16. It is the responsibility of the contractor to safeguard the properties of the entire campus and facilities developed at this Institute.
17. The Security guards who is on duty at the entrance gate will be in-charge of the parking of vehicles and collection of parking fee and handing over the daily collection to the Hospital office then and there.
18. Patients who are getting discharged from the in-patient ward should be thoroughly checked and sent out. The Security guard should verify the Discharge certificate before sending the patients out.

**ANNEXURE II: Format - Authorization Letter for
Attending Pre-bid Conference**

(on Company Official Letter Head)

Bidder's Name _____
[Address and Contact Details]

To
The Director,
National Institute of Siddha
GST Road, Tambaram Sanatorium,
Chennai 600 047

Ref: GeM Bid No.: _____
Subject: Authorization for attending Pre-bid Conference on _____ (date).

Following persons are hereby authorized to attend the Pre-bid Conference for the tender mentioned above on behalf of _____ (Bidder) in order of preference given below.

Name Photo ID Type/ Number	Email and Contact No. (for sending Meeting ID and Password for Virtual Pre-bid meeting)
Details of Alternate Representative (may be filled if required)	

Note:

1. Only one representative (carrying valid photo IDs) shall be permitted to attend the Pre-bid conference. An alternate representative shall be permitted when regular representative is not able to attend.
2. Permission to enter the hall where the pre-bid conference is conducted may be refused if authorization as prescribed above is not submitted.

Signatures of bidder

or

Person authorized to sign the bid documents on behalf of the bidder
[name & address of Bidder and seal of company]

**Specimen of Pre-Contract
Integrity Pact (On Rs. 200/- Non –
judicial stamp paper)**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ between, on one hand, National Institute of Siddha, represented by The Director _____ (Hereinafter called the “BUYER,” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of _____ the First Part and 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 enter into SECURITY SERVICES CONTRACT THROUGH GeM.

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/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a corporate body established under Societies Act having its Head Office at GST Road, Tambaram Sanatorium, Chennai 600047 NOW, THEREFORE,

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

- enabling the BUYER to obtain the desired said stores/equipment/service 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 of 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.

12 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.

13 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 a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDER

3. The BIDDER commits itself to take all measures to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during a 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 immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that 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 Bank for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Bank.

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

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

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

any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or 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 the contract and the details of services agreed upon for such payments.

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

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

3.9 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 of any of the officers of the BUYER, or alternatively if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term relative for this purpose would be as defined in Section 6 of the Companies Act 1956 and Section 2 of 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 Enterprises 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 the commercial bid, the BIDDER shall deposit an amount Rs. **3,24,000/- (Rupees Three Lakh Twenty-Four Thousand only) 2% of contract value** as Earnest Money Deposit with the BUYER through an electronic transfer to designated bank account of National Institute of Siddha.

5.2 The Earnest Money/Security Deposit in respect of unsuccessful bidders shall be returned within Four weeks, only after the successful completion of the Bid Process. The Earnest Money Deposit of the successful Vendor/Bidder shall be released at the time of payment of the Tax Invoice for supply of _____ only upon the Vendor/Bidder's completion of items listed in the scope of work and on receipt of the Performance Bank Guarantee.

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

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

6. Performance Bank Guarantee

6.1 The successful Bidder shall, at his own expense, deposit with The Director, National Institute of Siddha, Chennai within 10 days of the notice of award of the tender, a Performance Bank Guarantee from a scheduled commercial bank, payable on demand in terms of _____ (mention relevant clause here) for an amount equivalent to Five (5%) per cent of the of the total order value of _____ (value of tender work) in lieu of Retention Money Deposit for the due performance and fulfilment of the warranty/contract by the Bidder.

6.2 The Performance Bank Guarantee shall be denominated in INDIAN RUPEES only.

6.3 Without prejudice to the other rights of National Institute of Siddha under the contract in the matter, the proceeds of the performance bank guarantee shall be payable to National Institute of Siddha as compensation for any loss resulting from the Bidder's failure to complete its obligations under the contract. National Institute of Siddha shall notify the Bidder in writing of the invocation of the right to receive such compensation indicating the contractual obligation(s) for which the Bidder is in default.

6.4 The Performance Bank Guarantee will be discharged only after a period of six months after the expiry of the contract period of _____ years after due performance of the obligations of the Bidder under the contract.

7. Sanctions for Violations

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

- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings

with the other BIDDER(s) would continue.

- ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2%, higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with another contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash Earnest Money Deposit and Performance Bond/Warranty Bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- vi. To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- x. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact

72 The BUYER will be entitled to take all or any of the actions mentioned at paragraph 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or anyone 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.

73 The decision of the BUYER to the effect that a breach of the provisions of the 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.

8. Fall Clause

8.1 The BIDDER undertakes that it has not supplied/s not supplying similar product/ systems / services or sub systems 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 /services or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

9. Independent Monitors

9.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (given on the next page).

9.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

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

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

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

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

9.7 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.

9.8 The Monitor will submit a written report to the designated Authority of 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.

The IEMs for this project would be.

Shri Devendra Kumar Pathak, IPS (Retd) LG4, Amrapali Sapphire, Sector-45, Noida, UP-201303 Mobile: 9650806205 e-mail: pathak56515@gmail.com	Shri Varanasi Udaya Bhaskar, Ex-CMD, BDL Flat No. 101, 1st Floor, Block No. B, Sri Balaji Gulmohar Township, Bachpalle, K V Rangareddy, Hyderabad- 500090 Mobile: 9490796474 e-mail: varudabha@yahoo.co.in
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10. Facilitation of Investigation

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

11. Law and Place of Jurisdiction

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

12. Other Legal Actions

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

13. Validity

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

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

The parties here hereby sign this Integrity Pact at _____ on _____.

BUYER

Name of the Officer Designation National Institute of Siddha

Witness 1:

BIDDER

Witness 2:

ANNEXURE IV (BID SECURING DECLARATION)

(on Company Letterhead)

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____

Date.....

To
The Director,
National Institute of Siddha
GST Road, Tambaram Sanatorium,
Chennai - 600 047

Ref: GeM Bid No.

Sir/ Madam,

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organisation for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

- 1) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
- 2) being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
 - (a) refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
 - (b) Fail or refuse to sign the contract.

We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon the:

- 1) receipt by us of your notification
 - (a) of cancellation of the entire tender process or rejection of all bids or
 - (b) of the name of the successful bidder or
- 2) forty-five days after the expiration of bid validity any extension to it.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

Dated on day of [insert date of signing]

Place.....[insert place of signing]