



**SEBI Bhavan, Plot No. C-4A, 'G' Block, Bandra-Kurla Complex,
Bandra (E), Mumbai 400 051**

Tender No. FMD/HO/07/2024

**Tender Document – Part II
(Technical Bid)**

**TENDER FOR PROVIDING EX-SERVICEMEN FOR PERFORMING AS
ADMINISTRATIVE AND TECHNICAL SUPPORT STAFF AT SEBI
BHAVAN**

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Notice Inviting Tender

M/s.

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Dear Sirs,

Providing services of Ex-Servicemen to perform various Administrative and Technical Support (ATS) work at 'SEBI Bhavan', Mumbai : Tender No. FMD-III/xx/2024

1. Securities and Exchange Board of India (hereinafter referred to as "**Board**" or "**SEBI**") is an autonomous, statutory organization established in terms of SEBI Act, 1992 of the Parliament of India. The basic function of SEBI as mandated by the SEBI Act is *"to protect the interests of investors in securities and to promote the development of, and to regulate the securities market and for matters connected therewith or incidental thereto"*.
2. Online tenders on GeM portal are hereby invited by SEBI, for availing the services of Ex-Servicemen to perform various Administrative and Technical Support (ATS) work at 'SEBI Bhavan', Mumbai. The panel of agencies so formed shall be valid for a period of three years from the date of approval of the Competent Authority. However, SEBI reserves the right to extend / terminate / include any new agency / call for fresh empanelment at any point at its sole discretion.

3. Nature of Work

The scope of work involves providing necessary manpower (i.e. Ex-Servicemen) in required category at SEBI Bhavan, Mumbai for performing administrative and technical support functions viz. Data Analyst, Shift-in-charge (Administration) and Liaison Officer, Technical (CCTV Operator and Visitor Management Operator) and General Duty (Ushers, Baggage Inspectors and Vehicle Scanner Operator) etc.

4. Agreement shall be drawn with the successful agency in prescribed format. Agency shall quote their rates as per various terms and conditions of the tender document which will also form part of the agreement.
5. The agencies shall keep the contents of the tender document confidential and any details thereof not disclosed to any persons who are not related to the said process.
6. Mode of submission of tender: e-tender system
The tender document comprises of three parts, part I – empanelment bid, part-II- Technical Bid and Part –III Price Bid. The agencies are required submit the tender online through Government E Maeketplace (GeM) portal. Physical tender shall not be acceptable.

7. Earnest Money Deposit (EMD) of **Rs. 7,60,000/- (Rupees Seven Lakh Sixty thousand only)** (Rs. 3,80,000/- for MSME registered firms) shall preferably made in electronic form i.e. NEFT at the following Bank Details of SEBI:

Beneficiary Name	Securities and Exchange Board of India
Name of Bank	ICICI Bank Limited
IFSC Code	ICIC0000106
Virtual Account Code for depositing EMD	SEBIRCEMDEPOSIT

However, the agencies who want to submit the EMD in physical form i.e. Demand Draft / Banker's Cheque / Pay Order, the same shall be drawn in favour of **Securities and Exchange Board of India**, payable at **Mumbai** and must be sent in physical to SEBI's Head Office (address mentioned at clause 9 iii.) so as to reach before 3 PM of the last date of submission. Any other mode of payment except above will not be accepted. EMD will not bear any interest.

8. **Performance Guarantee:** The agency whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the consultancy fee amount within 15 days of award of work. Performance Guarantee may be furnished in the form of account payee demand draft / bank guarantee from a scheduled commercial bank in accordance with the prescribed form (as annexed). In case the agency fails to deposit the said performance guarantee within 15 days or the extended period if any, the Earnest Money deposited by the agency may be forfeited automatically without any notice to the agency. The performance guarantee shall be released after completion of contract and all obligations under the contract as detailed in the later part of the tender.
9. The important dates in respect of the said tender are as below:
- i. The Pre-Bid Conference/ Meeting shall be held on 18.04.2024 (Thursday) 11:00 AM at SEBI Bhavan to clarify any points that the intending tenderers may have regarding the tender. The tenderers shall not be reimbursed any travelling expenses or any other expenses for attending the said pre-bid meeting. Tenderers who wish to send their queries by email for discussion during Pre-Bid Meeting should send their queries on or before 15:00 hrs on 17.04.2024 (Wednesday) on adityak@sebi.gov.in. Queries received after the said date shall not be entertained.
 - ii. Tenderers must upload digitally signed copy of bidder eligibility form, Empanelment Form and Technical Bid in Technical Cover at GeM Portal.
 - iii. All submissions related to the tender are to be made on GeM only. If desired, SEBI may ask the agency to submit some empanelment related documents on the below mentioned address. However, the same shall be sent only when sought by SEBI.

Clifford G Almeida
Deputy General Manager

**Facilities Management Division
Securities and Exchange Board of India
SEBI Bhavan,
Plot No. C-4A, G Block,
Bandra Kurla Complex,
Bandra East, Mumbai 400051.**

- iv. Tenderers must upload digitally signed copy of Price Bid in Commercial Cover at GeM Portal.
 - v. Last date of receipt of tenders including, Empanelment form along with EMD and necessary attachments, Technical Bid and the Price Bid is up to 15:00 hrs. on 25.04.2024 (Thursday).
 - vi. Empanelment Forms shall be opened at 15:30 hrs. on 25.04.2024 (Thursday)
10. The Agency shall submit a certified copy of Power of Attorney / Authority letter in the name of the person who has signed the tender document along with the empanelment document of the tender.
 11. SEBI is not bound to accept the lowest or any other tender and reserves the authority to reject any or all the tenders received without assigning any reason. Conditional tenders shall be summarily rejected.
 12. SEBI reserves the right of accepting the whole or any part of the tender and the agency shall be bound to perform the same at the rates quoted.
 13. The tender for the work shall remain open for acceptance for a period of **one hundred and twenty days** from the last day of submission of tender. If any agency withdraws his tender before the same period or makes any modifications in the terms and conditions of the tender which are not acceptable to SEBI, then SEBI will, without prejudice to any other right or remedy, be at liberty to reject the said tender and forfeit EMD of the said tenderer.
 14. The successful agency shall execute an agreement for the work prior to commencement of contract. The format for the same is annexed.
 15. All payments made to the Agency would be subjected to Tax deducted at source (hereinafter referred to as "TDS") at applicable rates under Income Tax Act, 1961.
 16. This Notice Inviting Tender shall form part of the contract document. The successful agency, on acceptance of the tender by SEBI, shall prior to commencement of work sign the contract consisting of notice inviting tender, special instructions, general and special conditions of contract, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

Yours faithfully,

Clifford G. Almeida
Deputy General Manager

Tender Summary

Providing services of Ex-Servicemen to perform various Administrative and Technical Support (ATS) work at 'SEBI Bhavan', Mumbai

Sr. No.	Particulars	Details
1.	Nature of Work	Contract for providing services of Ex-Servicemen for carrying out various Administrative and Technical Support (ATS) works at SEBI Bhavan, Mumbai for a period of one year
2	Important dates with respect to Tender Submission	
	Date and time of Pre Bid Meeting	April 18, 2024 at 11:00 AM
	Last date and time of submission of Tender Document	April 25, 2024 before 03:00 PM
	Opening of Empanelment Bid	April 25, 2024 at 3.30 PM
	Opening of Technical and Price Bid	Only of the empaneled agencies at a subsequent date.
	Validity of Tender	120 days from the last date of submission of tender
3	Earnest Money Deposit (EMD)	Rs. 7,60,000/- (Rupees Seven Lakh Sixty Thousand only) (Rs. 3,80,000/- for MSME registered firms)
4	Refund of EMD	(i) to unsuccessful tenderer: Bid security (EMD) of the unsuccessful bidders shall be returned at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. (ii) to successful tenderer: EMD amount of the successful bidder shall be refunded on receipt of the Performance guarantee.
5	Performance Guarantee	Amount equivalent to 5% of the contract value
6	Payment Terms	Within 30 days from receipt of invoice with all supporting documents

(To be submitted separately on Agency's letterhead along with empanelment documents)

Form of Quotation

**Clifford G Almeida
Deputy General Manager
Facilities Management Division
Securities and Exchange Board of India
SEBI Bhavan, C4-A, 'G' Block
Bandra-Kurla Complex, Bandra (E)
Mumbai 400 051.**

Dear Sir,

Providing services of Ex-Servicemen to perform various Administrative and Technical Support (ATS) works at SEBI Bhavan, Mumbai

Dear Sir,

We have examined the terms and conditions of the Tender Document i.e. Empanelment documents, Technical Bid and Price Bid. We have also visited the site where above work has to be carried out and acquainted ourselves with the site and nature of work involved. We have also got all clarifications in respect of the contract during the pre-bid meeting held on **18.04.2024 at 11:00 AM**. We hereby offer to execute the work specified in the Tender Document and as per the rates (percentage towards service charges) quoted in the Price Bid.

We have understood all the instructions/conditions applicable for the captioned contract and have taken into account the above instructions/conditions while quoting the rates.

A sum of Rs. 7,60,000/- (Rupees Seven Lakh Sixty Thousand only) (Rs. 3,80,000/- for MSME registered firms) is hereby forwarded by NEFT / Demand Draft / Banker's Cheque / Pay Order of a Scheduled Bank as EMD as per the details mentioned below:

UTR No. (in case of NEFT)/Demand Draft No.

Banker's Name _____

We are aware that on award of work, we have to provide performance guarantee (as detailed in the tender) for an amount equivalent to 5% of the contract value, in favour of SEBI, which would be valid for a period of 15 months and further extendable, in case if the contract is extended for a further period.

We are also aware that the Board reserves the right to reject any or all the offers or cancel the tendering process at any stage. As required by you, I am/we are submitting herewith tender document duly signed by me/us at each page in token of our acceptance of the provisions in the tender document. The authority letter authorizing me to sign this tender documents was also attached in the empanelment documents.

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

Yours faithfully,

Signature :
Name of the Tenderer :
Date :
Place :
Seal :

GENERAL TERMS AND CONDITIONS

Providing services of Ex-Servicemen to perform various Administrative and Technical Support (ATS) work at 'SEBI Bhavan', Mumbai

1. About tenders :

The duly filled tender documents shall be signed by person/persons on behalf of the organization having necessary authorization/Power of Attorney to do so.

2. The scope / nature of contract :

The scope of contract would be providing services of forty two nos. Ex-Servicemen with prescribed qualification and experience for carrying out various Administrative and Technical Support (ATS) work at SEBI office premises at 'SEBI Bhavan', Plot no. C-4A, G Block, Bandra Kurla Complex, Bandra (E), Mumbai for a period of one year. However, SEBI may as per the requirement, depute some of the ATS staff at any of its office premises in Mumbai.

3. Agencies to acquaint themselves with nature of work:

The agencies are required to ascertain and understand the work the ATS staff are required to perform. Any doubt relating to this contract may be got clarified from the concerned officer by the agencies before quoting their rates during the pre-bid meeting. In case of any new nature of work (to be done by Ex-Servicemen) arises, SEBI would appropriately categorise the work in one of the 3 categories in order to fix the pay structure. Further, the service charges i.e. % quoted by the agency (in the tender) only would be applicable.

4. Quantities mentioned in the Price bid:

It may be noted that the numbers of ATS staff mentioned in the price bid are based on the Board's assessment of deployment of ATS staff. However, it may be noted that the numbers may vary based on the requirements and the agencies shall not claim any damages (adjustment of rates) in lieu of increase / decrease in the actual number of ATS staff.

5. Earnest Money Deposit:

The tenderer shall furnish EMD of Rs.7,60,000/- (Rupees Seven Lakh Sixty Thousand only) (Rs. 3,80,000/- for MSME registered firms) in the form of NEFT / Demand Draft / Banker's cheque / Pay Order drawn in favour of Securities and Exchange Board of India on any Scheduled Commercial Bank, payable at Mumbai. EMD shall be submitted by all agencies participating in the tender process. No exemption would be available from payment of EMD amount, irrespective of the status of the entity. The tenders shall be rejected if the EMD is not deposited in the required form along with the tender. No interest shall be paid on EMD. For NEFT payment the account no. is given on the pre-pages.

The EMD shall stand absolutely forfeited, if the tenderer revokes his tender during the period he is required to keep his tender open for acceptance by the Employer or after it is accepted by the Employer and the agency fails to enter into a formal agreement or fails to submit the performance guarantee in the stipulated period.

The EMD of the successful tenderer shall be refunded on receipt of the Performance Guarantee.

The EMD of the unsuccessful tenderer shall be refunded without interest at the earliest after expiry of the bid validity period and latest by the 30th day after awarding the work.

6. Performance Guarantee:

The successful agency has to deposit Performance Guarantee amounting to 5% of the contract value within 15 days from the issue of work order (or extended period, if any) and before commencement of contract. Performance Security may be furnished in the form of account payee demand draft / bank guarantee from a scheduled commercial bank. The format of the bank guarantee to be submitted is annexed with the tender. The validity of the bank guarantee shall be 90 days beyond the stipulated completion date of contract. The performance guarantee will not attract any interest. The performance guarantee may be extended for a further period if need arises.

The Board reserves the right to forfeit Performance Guarantee in the event of failure of agency to fulfil contractual obligations. The performance guarantee would be released within 3 months from the successful completion of the contract provided all contractual obligations with respect to the verification of deposition of the statutory dues for social benefits like PF and other aspects of the tender are fulfilled.

7. Contract period:

The contract shall be valid for a period of one year subject to satisfactory performance of the agency and can be renewed further on mutually agreed terms and conditions.

8. Commencement of contract:

The contract shall be commenced from the 1st day of the succeeding month in which tenders are opened with minimum time period of 10 days.

9. Payment of Bills by the Board:

The agency shall raise monthly bills after providing services and making payments to their staff for the month. SEBI would make the payment within 30 days from the receipt of the bills with required annexures as detailed under special terms and conditions.

10. Applicability of TDS:

Income tax (TDS), as applicable, will be deducted at source from the monthly payment paid by the Board. The agency shall submit the bank account details and such other details to the Board for facilitating payment and deduction of statutory tax as required under the law.

11. Failure to take up the assigned contract:

In case the contract is awarded to the agency and the agency fails to undertake the work as per the terms and conditions and rates indicated in the tender document (or

the accepted contract rates), the work order would be cancelled and EMD submitted by the agency will be forfeited.

12. Termination of Contract

The contract can be terminated by either party by giving three months' notice to the other party. If the agency fails to perform any of its obligations under this agreement and if the Board is dissatisfied with the services of the agency, or if the Board needs to wind up the contract for any reasons as it deems fit, the Board may terminate the services of the agency, with a notice of winding up within a period of three months of written notice. The Board shall not be liable for any cost/ damage/ expenses or any loss whatsoever that the agency may suffer on being served with termination notice by the Board. Notwithstanding the above notice period, in case of severe contractual default (which shall be so, in the opinion of the Board), the contract may be terminated without giving prior notice with immediate effect.

13. Reporting and Record keeping

(i) Management reporting and process reviews

The Board shall approve the format for the monthly report to be submitted by the agency along with every monthly bill. The agency shall implement biometric / app based (geographic location) attendance system at its own cost to submit attendance details.

(ii) Operating Meetings

During the early stages of the agreement, it is expected that the frequent operation meetings may be required between the service agency's manager and Board's representative/s to discuss priorities to establish satisfactory reporting procedures. The agency shall make the appropriate personnel available for attending all these meetings. Further, the format for raising bills etc would be decided.

(iii) Progress Meetings

Progress meetings may be held on progress and the maintenance of the quality standards. The agency and Board's representative shall attend these meetings.

(iv) Performance Review Meeting

Performance review meetings shall be held at suitable interval to review the overall performance of the agency. The Senior Management of the agency and Board representative shall attend these meetings.

14. Settlement of Disputes and Arbitration

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the instructions herein before mentioned and as to the quality of services or as to any other question, claim, right, matter or thing whatsoever in any way arising out of the or relating to the contract, instructions, orders or these conditions or otherwise concerning carrying out of the work or after the cancellation, termination, completing or abandonment thereof shall be dealt with as mentioned hereinafter:

- a. If the agency considers any work demanded of it to be outside the requirements of the contract or disputes any decision given in writing by the Officer-In-Charge in any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, the agency shall promptly within 7 days request the Chief General Manager of FMD-SEBI in writing for written instruction or decision. Thereupon, the Chief General Manager of FMD shall give his written instruction or decision within a period of one week from the receipt of the agency's letter.
- b. If the Chief General Manager of FMD fails to give his instructions or decision in writing within the aforesaid period or if the agency is dissatisfied with the instructions or decision of the Chief General Manager of FMD agency may within 7 days of the receipt of Division Chief's decision, appeal to the competent authority (Executive Director of FMD-SEBI who shall afford an opportunity to the agency to be heard, if the latter so desires and to offer evidence in support of his appeal. The competent authority shall give his decision within 15 days of receipt of agency's appeal. If the agency is dissatisfied with this decision, the agency shall within a period of 30 days from receipt of the decision, give notice to SEBI for appointment of a sole arbitrator failing which, the said decision shall be final, binding and conclusive and not referable to adjudication by the arbitrator.
- c. For the purpose of appointing the sole arbitrator referred to above, SEBI will send within thirty days of receipt by it the written notice aforesaid to the agency a panel of three names of persons who shall be presently unconnected with the organization for which the work is being carried out.
- d. The agency shall on receipt of the names as aforesaid select any one of the persons named to be appointed as a sole arbitrator and communicate his/her name to the SEBI within thirty days of receipt by the agency of the names. SEBI shall thereupon without any delay appoint the said person as the sole arbitrator. If the agency fails to communicate such selection as provided above within the period specified, the SEBI shall make the selection and appoint the selected person as the sole arbitrator, if SEBI wishes to pursue arbitration proceedings initiated by the agency. If SEBI fails to send to the agency the panel of three names as aforesaid within the period specified, the agency shall send to SEBI a panel of three names of three persons who shall be unconnected with either party. The SEBI shall on receipt of the names as aforesaid select any one of the persons named to be appointed as a sole arbitrator and communicate his/ her name to the agency within thirty days of receipt of the names.
- e. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed as aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- f. The work under the contract shall however be continued to be carried out during the arbitration proceedings and no payment payable to the agency relating to the disputed items shall be withheld on account of such proceedings.

- g. The arbitrator from time to time with the consent of the parties enlarge the time for making and publishing the award.
- h. The arbitrator shall give a separate award in respect of each dispute or difference referred to him. The arbitrator shall decide each dispute in accordance with terms of the contract.
- i. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the competent authority of the SEBI of the appeal.
- j. It is also a term of this contract that no person other than a person appointed by SEBI, as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.
- k. It is also a term of this contract that if the agency does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 60 days of receiving the intimation from SEBI that the last bill is ready for payment, the claim of the agency shall be deemed to have been waived and absolutely barred and SEBI shall be discharged and released of all liabilities under the contract in respect of these claims. Further, it is agreed that for the purpose of this clause such notice is deemed to have been received by the agency within two days of posting of the letter by SEBI or delivered by hand immediately after receipt thereof by the agency whichever is earlier. Further, a letter signed by the officials of the SEBI that the letter was posted to the agency shall be conclusive.
- l. The arbitration shall be conducted in accordance with the provisions of the Arbitration and conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.
- m. It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him and give separate award against each dispute and claim referred to him.
- n. It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.
- o. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statements of claims. The venue / Seat of the arbitration shall be at Mumbai. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.
- p. The award of the arbitrator shall be final and binding on both parties.

15. Force majeure

Conditions beyond control of either parties like war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, pandemic (viz. COVID-19), strikes, lockouts or acts of God come under the legal concept of Force Majeure (FM). Delays in performance of contractual obligations under influence of FM conditions are condonable by the other party without any right to termination or damages, provided, notice of the happening of any such event is given by the affected party to the other within 30 (thirty) days from the date of occurrence. Works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. However, if such event continues for a period exceeding 60 days, either party may at its option terminate the contract by giving notice to the other party.

16. Integrity Pact

The Principal has appointed Independent External Monitors (IEMs) who will monitor the execution of the contract for compliance with the principles mentioned above.

The names of the IEMs are as below:

- i. Shri Umesh Kumar, House No. 60, 2nd Floor, MG Road, River Front, Near Vivekananda Kendra, Uzan Bazar, Guwahati- 781001, Email – umeshkumar84@rediffmail.com
- ii. Shri Sanjaya Singh, 2/173, Vishwas Khand, Gomtinagar, Lucknow – 226010, Email – sanjayaifs@gmail.com

The integrity pact shall be signed and submitted by the intending tenderers along with the tender documents on Rs. 100/- stamp paper.

In case, if there is any change in the IEMs for SEBI, the 'Integrity Pact' will come under the purview of such changed IEMs.

SPECIAL TERMS AND CONDITIONS

1. The agency shall provide Ex-Servicemen on outsourced basis to perform as Administrative and technical Support staff at 'SEBI Bhavan', Mumbai on 12 hours shift (includes 1 hour break) for providing their services in the following categories:-

Sr. No.	Category	Qualifications	Required Nos.*
(a)	Data Analyst / Shift – in – Charge and Liaison Officer	Proficiency in computer and preferably Intelligence / Technical background. Proven ability as trainer. Preferably computer literate.	06
(b)	Technical Attendants	Proficiency in computers.	04
(c)	General Attendants	Preferably computer literate.	32
Total			42

* The numbers mentioned above are indicative and may vary depending upon the actual need at the relevant point of time.

2. The role of outsourced staff will be as follows:-

a. Data Analyst – Job Profile

- i. Analyze electronic and human intelligence.
- ii. Validation of security devices.
- iii. Generate Daily Surveillance Report.
- iv. Accounting & storage of security devices.
- v. Training of Administrative & Technical Support Staff.
- vi. Maintain archives.
- vii. Act as Liaison Officer to visiting dignitaries.
- viii. Fire fighting / disaster management.
- ix. Any other responsibilities assigned.

b. Shift – in – Charge (Administration) and Liaison Officer

- i. Act as Shift-In-Charge (Administration).
- ii. Act as Liaison Officer to visiting dignitaries.
- iii. Protocol duties inside the premises.
- iv. Maintenance of shift records.
- v. Fire fighting / disaster management.
- vi. Any other responsibilities assigned.

c. Technical Attendants

- i. In-charge of Control Centre / Visitor Management System.
- ii. Operate surveillance systems and Visitor Management System.
- iii. Maintain database and daily records.
- iv. Generation of various reports.
- v. Any other responsibilities assigned.

d. General Attendants

- i. Act as facilitator and custodian of assets at the assigned place.
- ii. Protocol duties with regard to visitors at the assigned place.
- iii. Screening of baggage.
- iv. Operate vehicle scanner.
- v. Fire fighting / disaster management.
- vi. Oversee general upkeep.
- vii. Maintain database and daily records.
- viii. Any other responsibilities assigned.

3. The Ex-Servicemen to be deputed by the agency should meet the following criteria:-

- i. Minimum height – 165 cms.
- ii. Age – Preferably not more than 50 years in case of Junior Commissioned Officer and Commissioned Officer and 45 years in case of Non Commissioned Officer. Relaxable up to 55 years subject to physical fitness.
- iii. Vision – 6/6 with glasses.
- iv. Medical category – SHAPE-1 (except battle casualty with gallantry award).
- v. Preferable working knowledge of English language.
- vi. The ex-servicemen should possess discharge card / service report from the defense services.

4. **Pay structure:**

The payment structure to the Ex-Servicemen will be decided in line with the DGR rates, as applicable from time to time. For arriving at the DGR rates, the staff working as Data Analyst / Shift – in – Charge and Liaison Officer shall correspond to category of ‘Supervisor’, Technical Attendants shall correspond to category of ‘Security Guard-with arms’ and General Attendants shall correspond to category of ‘Security Guard-without arms.’ The wage structure is inclusive of allowances as stipulated in DGR rates, overtime wages, leave wages, bonus etc. as detailed in the price bid. Gratuity, if applicable, under the Gratuity Act, shall be reimbursed to the agency on production of proof of payment to the staff.

5. Revision in wages, if any:

The payment may be revised, whenever there is any revision in the wages by the statutory authorities (i.e. the DGR). Besides the components mentioned in the price bid, if any statutory component is required to be paid to the contract staff by the agency, SEBI will pay the components at actual as per applicable rates. It shall however be noted that same shall be paid to the staff only after a written confirmation in this regard is sent by SEBI.

SEBI reserves the right to add any new allowance or omit non-statutory allowances that are part of the current wage structure. However, quoted service charges (in % terms) shall remain constant throughout the currency of contract. statutory components such as bonus, etc. shall be governed as per the respective provisions of such Acts and in case, if the component become non-payable on account of exceeding of such prescribed threshold limits for its applicability, such allowances would cease to exist.

6. Rates to be quoted in the price-bid:

The agency shall quote their rates in Tender Document – Part III (Price Bid) only. Rates shall not be quoted in any other document.

The agency must note that the quoted rates i.e. service charges should be in percentage (%) terms and shall be written in the allocated space in the price bid. The same percentage shall apply for all the categories of ATS staff. The agencies are advised to take note of / comply with rules of GeM portal w.r.t. quoting of service charges.

The approved rates (i.e. percentage towards service charges) would be applicable for the entire period of contract.

7. Applicability of the service charges:

The percentage of Service charges quoted by the agency shall be applicable on the components as indicated (detailed) in the pay structure of the price bid.

Service charges will be payable on any statutory revision made in the pay structure and on payments towards gratuity.

However, it may be noted that service charge would not be applicable on any amount which SEBI may pay towards reimbursement of conveyance incurred by the staff, Ex-gratia amount, hardship allowance and alike.

8. Adherence to security policies of SEBI :

Agency will adhere to security policies adopted by SEBI at SEBI's premises as and when intimated. The existing requirements are as mentioned in Annexure 'A'. Agency is required to sign and submit the copy along with the code of conduct as token of acceptance of the security rules and regulations to be followed by their staff while working in SEBI Bhavan.

9. **Duty hours:**

The duty hours of the ATS staff would be of 12 hours shift (includes 1 hour lunch break). The duty hours / shift timings may be changed, if required at a later stage as per the discretion of SEBI.

10. **The agency shall quote their service charges (in percentage terms) after considering the following services required of them:**

(a) **Uniform and Shoes:**

The agency should undertake to attire the Ex-Servicemen in safari suits (at least 2 sets) with shoes and other ancillaries (as required) as decided in consultation with SEBI. SEBI has right to ask the agency to utilize the amount deducted towards uniform allowance from the wages payable.

(b) **Accommodation:**

The agency should have arrangement to provide paid dormitory accommodation to the personnel (desiring so) in the vicinity of SEBI Bhavan within a radius of 5 km.

There should not be more than 4 persons in a flat / room provided.

The recovery towards the same from the concerned staff shall be to the extent of actual expenditure incurred by the agency (including monthly rent payable, brokerage charges, if any, finance cost if advance rent paid for the entire year etc.) for the arrangement done.

(c) The agency should provide the requisite Ex-Servicemen within 30 days from issue of work order.

(d) The agency should take the overall responsibility in respect of all works and general services.

(e) The agency should first pay wages to their staff as prescribed in the pay structure (in the price bid) which have been arrived at based on the DGR notifications and later submit bill to SEBI for payment along with required proof / documents.

(f) The agency should abide with the P.F. and ESIC Acts or Workmen Compensation Policy, wherever applicable for all his employees engaged at SEBI Site and furnish the details regularly to SEBI office for information and records. This should be a continuous process. The premium required to be paid for workmen compensation policy shall deemed to be included in the service charges and no additional payment shall be claimed towards this.

(g) The monthly bills in respect of the contract staff provided by the Agency at SEBI Bhavan would be processed only after all documents as indicated below are submitted along with the bill:

i. PF challan for the previous month. A separate sheet mentioning the names of the staff deputed at SEBI's premises and clearly mentioning the amount credited against their account with the PF office should be submitted. The statement should have the PF number of the staff and the agency shall fix its official seal and signature on the statement. A separate covering letter undertaking

that the PF amounts have been credited rightly as per the statement enclosed should also be submitted.

- ii. ESIC challan for the previous month (if applicable). Please note that a separate sheet mentioning the names of the staff deputed at SEBI's premises and clearly mentioning the amount credited against account of each staff with the ESIC office should be submitted. The statement should have the ESIC number of the staff and the agency shall fix its office seal and signature on the statement. A separate covering letter undertaking that the ESIC amounts have been credited rightly as per the statement enclosed should also be submitted. For staff who are out of the ESIC ambit, clear details of number of people covered under Workmen compensation policy shall be indicated.
- iii. The electronic / original wages register, which has been signed by employees of Agency deputed at SEBI's premises for receipt of payment for the previous month should also be submitted for certification of SEBI representative as the principal Employer.

(h) Payment to the contract staff should be released on or before 7th of the succeeding month. The wages should be distributed by crediting the amounts directly to their bank accounts.

(i) **Liquidated damages / penalty on account of late payment.**

If the agency fails to make payment to its staff on or before 7th of the month, penalty @0.1% of the total bill value per day of delay subject to a maximum of 2% shall be recovered from the agency.

(j) The agency should obtain necessary registrations from the concerned labour authorities / other statutory authorities, if any. The Agency should renew registrations as required and submit the same for information and record of SEBI. Copies of all the statutory registrations should be kept at SEBI's Site for ready scrutiny at all times.

(k) **Charges towards obtaining licenses etc.**

The agency shall bear all expenses w.r.t taxes, fees, charges, levies or claims whatsoever for obtaining licenses / registrations as may be imposed or levied by the State / Central Government(s) or any local body or authority for and in connection with the rendering of services.

(l) The agency will maintain all registers as required by labour authorities on the site and produce the same for scrutiny by any authority.

(m) Staff should be engaged at SEBI's premise only after approved by the officer – in – Charge in SEBI and on production of discharge card / service report. The agency should carry out and bear all expenses required for obtaining the Police verification certificate or any other statutory compliance needed with respect to staff.

(n) The agency should obtain the license from the labour office soon after issue of Form III/ V by the Principal Employer i.e. SEBI, and should also renew the same from time to time and submit copy to SEBI.

(o) The agency shall bear all expenses of the registers as required under law.

(p) **Indemnity:**

The agency shall keep SEBI saved, harmless and indemnified against claims of any of the workmen / staff or 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. All costs and expenses as may be incurred by the employer in connection with any claim that may be made by any workmen. For all statutory and legal purposes the staff provided by them (the agency) would be agency's responsibility and the agency shall be the employer of the workmen. By submitting the tender, the agency indemnifies SEBI.

(q) **Supervision of Contract:**

On commencement of the contract, the agency should inform SEBI in writing the name of its supervisors whom SEBI officials can instruct for getting the work / action implemented. The agency shall provide emergency telephone numbers for normal and out of hours operations with a maximum of one hour response time during any urgent requirements. An escalation matrix shall also be provided.

(r) **Third party insurance:** The third party insurance shall cover

- (i) Personal Injury - Rs. 5.00 Lac
- (ii) Property Damage - Rs. 5.00 Lac

The agency shall bear all costs towards premium etc. for the above insurance cover and the expenses towards the same shall be included in the rates quoted in the tender for the work.

(s) The agency shall comply with all statutory requirements prescribed by the local as well as State / Central Government authorities from time to time. The agency shall produce all the relevant statutory documents for inspection by SEBI and the government authorities as and when asked for. The agency should assist the Board for preparing necessary registers/ records that are to be maintained by the principal employer and timely submission of the same to the Labour Office.

(t) With regards to occupational health, discipline and safety, the agency shall adhere to the following :

Compliance

- The agency should ensure that his employees maintain strict discipline in the office.
- Comply with applicable local regulatory requirements
- Comply with applicable SEBI's requirements specified in the contract and appendices

- Correct all health and safety non-compliances in a timely manner.
- Be liable for liabilities arising due to non-compliance of agency employees, agents or sub-agencies with applicable requirements.

Other compliances

- Monthly payment slips should be issued by the agency to the staff deputed on SEBI's premises.
- All contract staff deputed by the agency at SEBI's premises should carry letters to this effect.
- Identity cards should be issued by the agency to the contract staff deputed on SEBI's site and the same shall be carried by the staff at all times while working in SEBI's Premises.
- For ESIC (if applicable) – returned file should be submitted to SEBI office on six monthly basis.
- For P.F. - returned file should be submitted to SEBI office on yearly basis.
- TDS – to be deducted as per the extant laws and form 16 etc. to be provided to the concerned staff directly

Execution of Contract agreement

After the decision to award the contract is taken by the Competent Authority, work order shall be issued to the agency.

A contract agreement would be executed on the lines of the format annexed between the Board and the agency on stamp paper of relevant value. The Board will bear the charges towards stamp duty. However, the contractor /agency may pay the relevant stamp duty to the respective authority. The amount towards stamp duty paid would be reimbursed to the contractor based on submission of receipts.

Security Clause

1. The agency while deploying their staff within the SEBI premises, shall render certificate that all verification as per their security and employment policy have been done and that the staff has been found to be appropriate for his employment as well as for working on assignment at SEBI.
2. The agency while deploying their staff within the SEBI premises shall undertake to implement the Code of Conduct attached at Annexure 'B' for their staff at SEBI premises.
3. The agency shall be responsible for all acts done by the persons deployed/engaged by them and for maintenance of proper discipline by their staff at the premises of SEBI.
4. The agency shall be responsible for damage or loss caused to the movable or immovable property of SEBI or the property of the employees of SEBI due to negligence of the staff deployed by them and shall compensate or reimburse SEBI adequately for such loss which shall be assessed and determined by SEBI.
5. The agency will also decide and take disciplinary action against their staff, if found, to have committed any acts of misconduct and take disciplinary action as deemed necessary including discharge or dismissal after compliance with labour law. He shall also decide about the retrenchment etc.

CODE OF CONDUCT FOR CONTRACT STAFF
AT SEBI PREMISES

1. Adopt best practices in behavioral aspects and individually be a custodian of the SEBI premises and SEBI Bhavan.
2. The employees should maintain dress code and always carry Photo Identity card issued by agency
3. Smoking/chewing gutkha, pan etc is not permitted. Spitting on the walls and floors is not permitted.
4. Dispose off waste at places specified.
5. Take precaution against fire.
6. When present in SEBI Bhavan following security aspects should be followed:
 - i) Accord due importance to the security aspects, cleanliness and hygiene of the SEBI building under all circumstances.
 - ii) Display the Entry Slip/Access Card issued to him/her by SEBI when present in the SEBI Bhavan
 - iii) Do not indulge in any unacceptable covert or criminal activity while inside. Report any unusual activity observed in the basement (and also anywhere in the building premises). An unusual activity can be, but not confined to, any of the following activities.
 - (a) Attempting to break lock of any store room in the basement/elsewhere.
 - (b) Trying to tamper with any vehicle in the basement/elsewhere.
 - (c) Unknown person loitering in the basement/elsewhere.
 - (d) Misdemeanor with a female personnel etc.
 - (e) Any fire/smoke notice at any point.
 - (f) Spoiling/defacing the SEBI premises with pan/gutkha stains, graffiti, obscene remarks etc.
 - iv) Declare the assets being taken out of SEBI Bhavan at the Rear Gate while leaving. If any additional asset is being taken out of SEBI, necessary Gate Pass should be processed as per existing procedures.
 - v) Do not divulge information about SEBI office and the layout of SEBI Bhavan under any circumstance.

FORMAT FOR PERFORMANCE GUARANTEE

In consideration of the Securities and Exchange Board of India (hereinafter referred to as " Board ") having offered to accept the terms and conditions of the proposed agreement between the Board and(hereinafter referred to as "said agency") for the work

(Hereinafter referred to as "said agreement") having agreed to production of irrevocable Bank Guarantee for Rs. (Rupeesonly) as security / guarantee from the said agency for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We (hereinafter referred to as "the Bank") hereby
(Indicate the name of the Bank)

Undertake to pay to the Board an amount not exceeding Rs.....
(Rupees.....only) on demand by the Board.

2. We, the Bank do hereby under take to pay to the Board on demand the amount due and payable under this Guarantee without any demure and merely on demand by the Board stating that the amount claimed is due from the said agency. Any such demand made to the Bank shall be conclusive as regard to the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees.only)

3. We, the bank further undertake to pay to the Board any money so demanded notwithstanding any dispute raised by the agency in any suit or proceeding pending before any court or Tribunal relating thereto, and our liability under this guarantee being absolute and unequivocal.

4. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment therein under and the said agency shall have no claim against us for making such payment.

5. We, the Bank 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 and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Authorized Officer on behalf of the Board certifies in writing that the terms and conditions of the said agreement have been fully and properly carried out by the said agency and accordingly the guarantee will be discharged.

6. We, the Bank further agree with the Board that the Board shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance of the said agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said agency and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said agency or for any forbearance, act or omission on the part of the Board or any indulgence by the Board to the said agency 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.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the said agency.

8. We, the bank lastly undertake not to revoke this Guarantee except with the previous consent of the Board.

9. This guarantee shall be valid up tounless extended on demand by Board. Notwithstanding anything mentioned above, our liabilities against this guarantee is restricted to Rs./-(Rupeesonly) and unless a claim in writing is lodged with us before the date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

10. Notwithstanding anything contained herein :-

a. Our liability under this Bank Guarantee shall not exceed Rs. (Rupees Only).

b. This Bank Guarantee shall be valid up to
.....

c) We are liable to pay the Guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before All the rights of the beneficiary under the said Guarantee shall be forfeited and Guarantee shall be released and discharged from all liabilities thereafter. The Bank has under its constitution, power to give this Guarantee in your favour made under our Memorandum and Articles of Association and Mr/Mrs.....who signed it on behalf of the Bank has the authority to do so.

Dated this theday of for (indicate the name of bank)

PRO FORMA OF CONTRACT AGREEMENT**AGREEMENT**

This Agreement is made and entered into at Mumbai this _____ day of, 20..
BETWEEN

Securities and Exchange Board of India(PAN – AAAJS1679K) established in accordance with the provisions of the Securities and Exchange Board of India Act, 1992 and having its Head Office at SEBI Bhavan, Plot No. C-4A, 'G' Block, Bandra-Kurla Complex, Bandra (East), Mumbai – 400051, hereinafter referred to as "**Board**" (which expression shall unless be repugnant to the subject, context or meaning thereof shall deem to mean and include its successors-in-interest and permitted assigns) of the **One Part**;

AND

.....(**Name of the agency**) (PAN –) having its address at hereinafter referred to as "**Agency**" (which expression shall unless it be repugnant to the subject, context or meaning thereof shall deem to mean and include his heirs, successors, executors and assignees etc.) of the **Other Part**,

The "**Board**" and "**Agency**" shall hereinafter collectively be referred to as "**Parties**" and individually as "**Party**" as the context may permit or be required.

WHEREAS

The Board, in the process of engaging an agency for providing Ex-Servicemen for performing as Administrative and Technical Support functions at SEBI Bhavan, Plot No. C-4A, 'G' Block, BKC, Mumbai – 400051 (hereinafter referred to as "**Site**"), has issued advertisements for 'Empanelment of agencies' for the said purpose, Public Procurement Portal (CPPP) on Subsequently, SEBI has issued Tender Noto various empaneled agencies.

Thereafter, after completion of due tendering process SEBI has issued work order to the tenderer(Name of the agency) (vide its letter ref. no.dated) for carrying out the aforesaid works for an amount of Rs...../- (Rupeesonly) which is inclusive of all taxes. The work order inter-alia comprises of duly signed (by both parties) copy of Tender Documents submitted by the Agency i.e. Technical Bid, Price Bid after arithmetical check-up (all corrections countersigned by both parties) and minutes of the pre-bid meeting held on, 20....

The Agency doth hereby after signing the work order has accepted to carry out the works at Site as per terms and conditions stipulated in the said work order.

Tender Document (Tender No.), Minutes of the Pre-Bid Meeting dated....., The Work Order, All related correspondences and this AGREEMENT shall together form part of the contract document.

Providing competent manpower is the essence of the contract and shall be strictly adhered to by the contractor. The date of commencement of the contract for a period of one year will be from(date).

The agency shall execute the contract s as per the tender terms and conditions.

The original AGREEMENT shall be in the custody of Board and a copy of the same shall be handed over to the agency.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS ON THE DATE AND PLACE ABOVEWRITTEN

PARTIES OF THE FIRST PART PARTY OF THE SECOND PART

For Securities and Exchange Board of India For(name of the agency)

WITNESS:

- 1.
- 2.

(To be executed on a Rs. 100 Stamp Paper)

(FORMAT FOR INTEGRITY PACT)

Between

SECURITIES EXCHANGE BOARD OF INDIA hereinafter referred to as “The Principal”,

and

M/s _____ Hereinafter referred to as “The Bidder/ Contractor”

Preamble

The Principal intends to _____, under laid down organizational procedures, contract/s for **Providing services of Ex-Servicemen to perform various Administrative and Technical Support (ATS) work at ‘SEBI Bhavan’, Mumbai**. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder (s) and / or Contractor (s).

In order to achieve these goals, the Principal has appointed Independent External Monitors (IEMs) who will monitor the execution of the contract for compliance with the principles mentioned above.

The names of the IEMs are as below:

- i. Shri Umesh Kumar, House No. 60, 2nd Floor, MG Road, River Front, Near Vivekananda Kendra, Uzan Bazar, Guwahati- 781001, Email – umeshkumar84@rediffmail.com
- ii. Shri Sanjaya Singh, 2/173, Vishwas Khand, Gomtinagar, Lucknow – 226010, Email – sanjayaifs@gmail.com

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

- c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regards, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

- (1) The Bidder(s) / Contractor(S) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution, as applicable.
- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/ Contractor(s) will not enter with other Bidder into any undisclosed agreement or understanding, whether formal or informal. This applies in particular in prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process.

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the any – corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or *the contract, if already awarded, can be terminated for such reason.*

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub –contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s)/Contractor(s)/ Sub-Contractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub-contractor, or of an employee or a representative or an associate, of a Bidder, Contractor or Sub-contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The

task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/ she reports to the Chairman, *SEBI*.
- (3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on “Non-Disclosure of Confidential Information” and of “Absence of Conflict of Interest”. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, SEBI and recuse himself/ herself from that case.
- (5) The Principal 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairman, SEBI within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman, SEBI, a substantial suspicion of an offence under relevant IPC/ PC Act, and the Chairman, SEBI has not within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word “**Monitor**” would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Chairman of SEBI.

Section 10 – Other Provisions

- (1) This agreement is subject to India Law. Place of performance and jurisdiction is the *Registered Office of the Principal, i.e. Mumbai.*
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)
Contractor)

(For & On behalf of Bidder/

(Office Seal)

(Office Seal)

Place: _____

Date: _____

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

