

**बीरबल साहनी पुराविज्ञान संस्थान**  
**BIRBAL SAHNI INSTITUTE OF PALAEOSCIENCES**

(AN AUTONOMOUS INSTITUTION UNDER THE DEPARTMENT OF SCIENCE AND TECHNOLOGY, GOVERNMENT OF INDIA)  
53, University ROAD, LUCKNOW 226 007 (INDIA)

**TENDER NOTICE (THROUGH GeM) FOR PROVIDING SECURITY SERVICES AT BIRBAL SAHNI INSTITUTE OF PALAEOSCIENCES, LUCKNOW**

E-tender through GeM under two bid system from eligible **Security** Service providers for providing **Security Services** to Birbal Sahni Institute of Palaeosciences (hereinafter "BSIP") for the period of one year (extendable for a further period of one year) is invited **on the Wages rate decided under Minimum Wages Act 1948 and updated time-to-time by the Ministry of Labour & Employment, Government of India.** Requirement/eligibility criteria/terms and conditions of the contract have been clarified in the annexures. Tender document (including annexures/Additional Documents) is available online at GeM portal ([www.gem.gov.in](http://www.gem.gov.in)) as well as on the website <https://bsip.res.in>. Service Providers are advised to read tender document and related Corrigendum, if any,(to be uploaded on website and GeM portal)and check their eligibility before participating in the bid.

The interested Service Providers should upload their bids along-with duly signed scanned copies of all the relevant certificates, documents etc. in support of their technical & price bid on the [www.gem.gov.in](http://www.gem.gov.in) latest by **date and time**. The technical bids will be opened online on **date and time**.

Name of Work	E-tender for providing <b>Security Services</b> at Birbal Sahni Institute of Palaeosciences, Lucknow
Estimated Cost for one Year of contract	Rs.7848475.00
Tender Publishing Date& Time on GeM Portal	As shown on GeM Portal
Last Date & Time of submission e-Tender	As shown on GeM Portal
Date & Time of Opening of Online Tender (Technical bid)	As shown on GeM Portal
Earnest Money Deposit(EMD) to be paid online/FDR and scanned copy to be attached in Technical Bid	Rs.196212.00 (One Lac Ninety Six Thousand Two Hundred Twelve Only). Exempted for bidders having valid MSME Certificate. Scanned copy to be uploaded on Gem and hard copy must reach to BSIP, Lucknow before opening of the technical bid or/otherwise bid will not be considered. EMD also may be deposited in bank a/c detail given below.
Performance Security Deposit /Security Deposit(PSD/SD)	5% of Contract Value
Bank Details for Online Transactions -	Bank Name – Indian Overseas Bank A/c Holder's Name – Director BSIP A/c Number – 187301000001666 Bank IFSC Code – IOBA0001873

\*Exemption from Earnest Money, Experience and turnover for MSME & start-ups will be allowed in accordance with Government Rule amended from time-to-time.

Detailed information regarding the application/tender forms, EMD details, specifications, terms and conditions can be downloaded from <https://bsip.res.in> Both the Technical & Financial Bid are through GeM portal only. The Service Providers shall upload all the documents as per Eligibility Criteria for providing the service.

Any corrigendum to this tender will be notified through the aforesaid websites only. The undersigned reserves the right to accept or reject any or all the bids without assigning any reason at any stage. If the date of opening of tender happens to be a holiday, the tender will be opened on the next working day. No Physical form of e-Tender documents is required.

Registrar

**ANNEXURE-A**

**1.0 Details of Security Personnel required/eligibility criteria etc.**

Sl. No.	Post	Manpower needed (Quantity)	Rate per day (In Rs.)	EPF @12% per day on 15000 (1800) (In Rs.)	EPF Admin. Charge @ 1% per day on 500.00 (In Rs.)	ESIC @ 3.25 per day on 21000 (in Rs.)	Total Rate per day per employee (In Rs.) (Col. No. 4+5+6+7)	Working Days	Monthly Emolument per Employee (In Rs.) (Col. No.8x9)	Total Emoluments (In Rs.)
1	2	3	4	5	6	7	8	9	10	11
1	Supervisor	1	954	60.00	5.00	22.75	1041.75	30	31252.50	31252.50
2	Security Guard (without Arms)	15*	954	60.00	5.00	22.75	1041.75	30	31252.50	468787.50
3	Security Guard (with Arms)	1	1035	60.00	5.00	22.75	1122.75	30	33682.50	33682.50
	<b>Total</b>								<b>5,33,722.50</b>	
								<b>Month (a)</b>	<b>12</b>	<b>64,04,670.00</b>
								<b>Service Charges(b)</b>	<b>3.85%</b>	<b>246579.79</b>
								<b>Total (a+b)</b>		<b>66,51,249.79</b>
								<b>GST</b>	<b>18%</b>	<b>1197224.96</b>
								<b>Grand Total</b>		<b>7848474.75</b>
								<b>Say</b>		<b>7848475.00</b>

\*(1 Female and 14 Male Guards)

- 1.01. The statutory charges like ESIC, PF etc. will be payable as per rules.
- 1.02. The Service Provider will ensure the compliance of the Contractual Labour (Regulation & Abolition) Act, 1970.
- 1.03. The manpower/and other requirements as per the tender/contract may vary on need basis.

## **2.0 ELIGIBILITY CONDITIONS FOR SERVICE PROVIDERS**

2.1 The Security Agency should have Five years (i.e. from April 2019 to March 2024) of experience for rendering Security Services to Central Government Departments/State Government Departments/Public Sector Undertakings of Central Government/Autonomous Organizations of Govt. of India. Performance certificates issued by their clients for the last fifteen years should be attached. The agency must comply with all the statutory requirements, such as registration with GST, PAN, Labour, Income Tax, ESI and EPF etc. (Copy of relevant certificates should be uploaded.)

2.2 The Service Provider must have an average annual turnover of Rs.2354542.00 (Rupees Twenty Three Lac Fifty Four Thousand Five Hundred Forty Two Only) or above from Security services during the last three financial years 2023-24, 2022-23 and 2021-22. A certificate of annual turnover duly signed by Chartered Accountant must be enclosed.  
The Service Providers should not have been indicted for any criminal, fraudulent or corruption activity and have not been blacklisted/ Debarred by any Central/State Govt., autonomous body of Central/State Govt., any Central/State PSU and Central/ State Universities. In this regard, Annexure-E undertaking will have to be submitted online.

2.3 Successful Service Provider should have a Registered/Regional office in Lucknow, Uttar Pradesh (supported documents should be uploaded.)

2.4 Self-attested copies of the following documents must be uploaded for technical evaluation:

- a. Copy of NEFT/RTGS/FDR for EMD.
- b. Copy of PAN / TAN card under Income Tax Act
- c. Copy of GST Registration Number
- d. Copy of Valid Registration Certificate/Incorporation certificate of the Agency/Firm/Company.
- e. Copy of valid Provident Fund Registration Number.
- f. Copy of valid ESI Registration Number/Certificate.
- g. Self-declaration for NON- Blacklisted/Debarred by any Government Organization on a stamp paper of Rs. 100.00
- h. Self-attested legible Proof of Average Annual turnover certificate duly singed by Chartered Accountant as above supported by audited Balance Sheet of last three Financial Years. (2023-24, 2022-23 and 2021-22)
- i. Copy of work experience as supported by documents/work orders issued by the concerned organizations;

2.5 The Security Agency /Company/Firm must be registered with DGR/ PASARA in Uttar Pradesh and appropriate registration authorities ( Labour Department, etc.) (*Upload copies of relevant certificates, registration details, etc.*).

2.6 The Security Agency shall submit the experience certificate clearly mentioning the number of Supervisor/Security Guards (with and without Arms including Lady Guard).

### **3.0 INSTRUCTIONS TO THE SERVICE PROVIDERS**

3.1 The e-tenders are being invited for **Security Services** through GeM. All the instructions / Special Terms & Conditions/Liquidated damage Clause of GeM bidding are also applicable. Tender must be submitted through GeM only. The bid received in physical mode will not be considered at all.

3.2 The Service Provider is expected to examine all instructions, eligibility criteria, forms, General terms and conditions and Special Terms and C onditions in the tender document. Failure to furnish complete information as required with reference to the tender document shall result in rejection of the bid.

3.3 Service Providers are required to provide Bid Security (Earnest Money) in form of FDR/NEFT/RTGS, payable in favour of Director, Birbal Sahni Institute of Palaeosciences at Lucknow or in Bank Account through online payment. The bid security shall remain valid for a period of sixty days beyond the final bid. Bank Details are as following—

Bank Name	—	Indian Overseas Bank
A/c Holder's Name	—	Director, BSIP
A/c Number	—	187301000001666
Branch name	—	BSIP Branch
Bank IFSC Code	—	IOBA0001873

3.4 Bids received without EMD will not be considered and will be summarily rejected. The EMD of the unsuccessful Service Providers will be refunded in due course without any interest.

3.5 Exemption from Earnest Money, Experience and Turn Over for MSME & start-ups will be allowed in accordance with Government Rule amended from time-to-time.

3.6 EMD of the unsuccessful Service Providers will be returned to the at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract.

3.7 Any attempt to negotiate directly or indirectly on the part of the Service Provider with authority competent to finally accept the tender, or influence the acceptance of the tender by any means will result in his/her tender excluded from consideration.

3.8 Conditional tender, illegible and ambiguous tender, partially filled tender, incomplete tender and tender without enclosing afore mentioned documents will be summarily rejected.

3.9 The BSIP authority reserves the right to accept or reject any bid without assigning any reason at any time prior to award of contract, without thereby incurring any liability to the affected Service Provider or Service Provider so any obligations form the affected Service Provider or Service Providers.

3.10 The Service Providers at their own responsibility, own cost and risk, may visit and examine the site of required services and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the services.

3.11 It requires that the BSIP as well as Service Provider observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the BSIP will reject a proposal for award, if it determines that the Service Provider recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. It will declare a firm ineligible either indefinitely or for a stated period of time for award of the BSIP contract if, at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a BSIP contract.

#### **4.0 BID EVALUATION**

4.1 The bid, in respect of which EMD or Exemption proof has been furnished, will only be considered for technical evaluation.

4.2 Financial bid of technically qualified Service Providers will be considered for financial evaluation.

**4.3 The Tenderer should quote only for the rate percentage of administrative charges/service charges in the Financial Bid.**

4.4 The service provider should quote the service charges as a percentage of monthly wage bills exclusive of GST. If any firm quotes "Nil" charges / consideration, the bid shall be treated as unresponsive and will not be considered. The percentage of service charges shall not be less than 3.85%.

4.5 Subject to satisfaction of all terms and conditions of this tender, the Service Provider quoting the **lowest service charges** shall be awarded the contract. If more than one Service Provider quotes the lowest rate, as per guide lines in GeM portal, the buyer shall have two options for placement of contract.

- a) Placement of Algorithm/Random selection runs by GeM system(or)
- b) Placement of contract on anyone of the L-1 Service Providers based on any criteria as deemed fit by the BSIP with appropriate internal approvals.

#### **5.0 PERFORMANCE SECURITY DEPOSIT**

5.1 The successful Service Provider shall furnish, a Performance security deposit equivalent to 05% of contract value in the form of Banker's cheque or Demand Draft from any scheduled Bank in favor of the Director, BSIP Lucknow payable at Lucknow before the execution of contract.

5.2 No interest will be accrued and paid on the security deposits.

5.3 This amount will be refunded after satisfactory fulfillment of the contract and all accounts there after resettled after six months from the date of last bill raised subject to adjustment of any claim of BSIP, arising out of terms & conditions pertaining to the tender.

5.4 Performance Security Deposit shall be forfeited in the event of violation of any of the mentioned Terms and conditions of the contract.

TERMS AND CONDITIONS OF CONTRACT**COMMENCEMENT OF CONTRACT**

- 6.1 Contract Order will be generated on GeM Portal, at the same time as the **BSIP** notifies the successful Security Service Provider, the BSIP Lucknow will send the successful Security Service Provider the work order on the official E-mail Id of the Service Provider.
- 6.2 The successful Security Service Provider shall acknowledge the same and will revert with the letter of acceptance of the work order immediately.
- 6.3 The successful Security Service Provider shall arrange the Performance Security in accordance with the Clause 5.0 of the Terms and Conditions of the contract.
- 6.4 (a) The manpower (Male & Female) engaged shall be medically fit, less than 48yrs of age & qualified as per relevant work & trade rules and practices. All the manpower / Security guards deputed must produce the certificate for successful completion of training for security services from any authorized agency.  
 (b) It will be the sole responsibility of the Service Provider that the engaged personnel are adequately trained and the Institute will not be liable for any mishap pining, directly or indirectly.
- 6.5 Subject to fulfillment of condition at Sl. No. 6.02 to 6.04, successful Security Service Provider shall execute the contract on non-judicial stamp paper of requisite denomination **within 15 days** of issue of work order for commencement of contract. Non fulfillment of the condition of executing a contract by the Service Provider would constitute sufficient ground for annulment of the award and forfeiture of Earnest Money.
- 6.7 The Security Service Provider shall be liable for all legal benefits to his/her staff as per relevant rules and regulations. The institute will not be responsible for any staff of Security Service Provider.
- 6.9 The Security Service Provider shall not engage any sub-Service Provider or transfer the contract to any other person in any manner.
- 6.10 The staff engaged by the Security Service Provider shall not accept any gratitude or reward in any shape.
- 6.11 The Security Service Provider will not be held responsible for event of force majeure.
- 6.12 That in the event of any loss occasioned to the Institute, as a result of any lapse on the part of the Security Service Provider which will be established after an enquiry conducted by the Institute, the said loss can be claimed from the Service Provider up to the value of the loss. The decision of The Director will be final and binding on the Security Service Provider.
- 6.13 The Security Service Provider shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labour Act, Minimum Wages Act, Contract Labour (Regulation and abolition) Act, EPF, ESI and various other Acts as applicable) for the Institute.
- 6.14 During the Contract, the Security Service Provider shall at his/her own cost employ, pay for and provide specified number of staff to render the aforesaid services to the Institute and shall be solely responsible for the payment of their salaries, remuneration and/or other dues including bonus or other emoluments whatsoever to which his/her staff will be entitled under any law for the time being in force or which may come in force during the Contract.
- 6.17 The Security Service Provider shall provide proper uniform along with name plate to all his/her employees at the work place after award of work positively, otherwise a deduction @ 1% of billed amount will be made from his/her bill amount till the required uniforms along with name plates are provided to all his/her employees.
- 6.20 All the above workers must be qualified & experienced in their relevant field & capable to perform their duties.

- 6.21 Wages should not be less than the prescribed minimum wages by the central government as per his/her concerned wage category and as specified in tender document.
- 6.22 The Security Service Provider will submit undertakings obtained from each staff to be deployed that the employment is temporary in nature before commencement of the contract.
- 6.23 The successful Security Service Provider will produce the certificate of License under Contract Labour Regulation and Abolition Act, 1970, within a period of one month from the date of commencement of the contract.

## **7.0 DURATION AND CESSATION OF CONTRACT**

- 7.1 The contract will be for **One year** from the commencement of the contract subject to continuous satisfactory performance and on failure on this aspect by the Security Service Provider, the BSIP authority reserves the right to terminate the contract.
- 7.2 This initial period of **One year** may be extended one more year on mutual consent with the existing rates and terms and conditions subject to satisfactory performance.
- 7.3 Service charges quoted shall be fixed during the period of the contract including any extended period and subject to verification of statutory payments (ESIC, EPF, GST etc.) which will be considered by the BSIP authority to the extent of actual, on submission of claim with documentary proof accompanied by the relevant Govt. Notification/ Orders.
- 7.4 The Amount to be deducted towards the advance income tax shall be at the rate applicable from time to time.
- 7.5 In case of breach of any term and condition of the contract, the Institute reserves the right to forfeit the Performance Security Deposit apart from annulment of the contract, in whole or in part, at any time by giving one-month notice.
- 7.6 The, Director, Birbal Sahni Institute of Palaeosciences, Lucknow reserves the right to terminate the contract at any time, before the expiry of one year, by giving one month notice. However the Service Provider needs to give 03 months "NOTICE" in case of premature termination of contract to let the BSIP arrange for replacement of the outsourcing/contractual staff. During the notice period, both the parties will maintain the status quo.

## **8.0 STATUTORY COMPLIANCE**

- 8.1 The Security Service Provider shall furnish copies of periodical returns as and when they are submitted or due to the various government departments.
- 8.2 The Security Service Provider shall be responsible for the registration under the contract labour (Regulation and Abolition) Act, 1970 in respect of employees/workers engaged by them.
- 8.3 Security Service Provider shall make compliance to the provisions of all Labour Laws applicable. The Service Provider at all times must indemnify **BSIP** against all claims, damages or compensation under all statutory laws and rules prevailing time to time which, inter alia, include the provisions of Contract labour (Regulation and Abolition)Act,1970 Payment of Wages Act,1936; Minimum Wages Act,1948; Employer's Liability Act, 1938; The Workmen Compensation Act, 1923; Industrial Disputes Act, 1947;Maternity Benefit Act,1961;Employees' State Insurance Act, 1948; Employees Provident Fund and Miscellaneous Provisions Act, 1952; or any other law relating thereto and rules made hereunder from time to time. The BSIP will not own any responsibility in this regard.

8.4 The Service Provider shall also be liable for all taxes, levies, cess etc. on account of service rendered by him/her to the BSIP to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

8.5 The Security Service provider shall not assign, transfer, pledge or subcontract the performance or services without the prior written consent of the **BSIP, Lucknow**.

8.6 In case, the Security Service provider fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof the BSIP is put to any loss/obligation, monetary or otherwise, the BSIP will be titled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Service Provider, to the extent of the loss or obligation in monetary terms.

8.7 The Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the BSIP to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

8.8 The statutory liabilities like ESIC/EPF contribution, or any other contribution/duty/tax payable over and above the minimum wages is payable on the consolidated remunerations, if the same are otherwise payable in accordance with related statutory provisions.

8.9 The Security Service Provider shall not change the manpower as initially deployed without the prior permission of the BSIP. The Security Service Provider shall ensure the payment of wages as per the Tender instructions. If it is established that Service Provider is exploiting its employees by disbursing the wages less than the prescribed in the tender, the contract shall be terminated apart from legal action as deemed fit.

## 10.0 WORKMEN SAFETY

- 10.1 The Service Provider shall deploy only such adult workers who are physically and mentally fit.
- 10.2 The service provider shall ensure the Health and Safety measures of the employees and it shall alone be fully responsible for well-being, safety, security and insurance of their personnel.
- 10.3 The BSIP shall not be liable for any damage and/or compensation payable to any worker of service provider or to the service provider in case of any fatal injury/death caused to or by any man power while performing/discharging the duties or otherwise, the Service Provider shall indemnify BSIP for all such damages, compensation and expenses whatsoever **in respect the reoffer in relation there to.**

## 11.0 PAYMENT PROCEDURE

- 11.1 Service Provider shall pay his/her employees within 07 days of completion of each month.
- 11.2 The monthly bill of the Service Provider should be annexed with individual manpower attendance sheet. Without attendance sheet no payment will be made to the Service Provider. It is the sole responsibility of the Service Provider for compliance.
- 11.3 While submitting the bill for the month, the service provider must enclose the following documents:-
  - a. Details of payment of wages credited to their Bank Account (Bank mandate form, copy of pass book showing debit entries) of workers along with details of deduction and payment in respect of ESIC/EPF along with person of the Institute.
  - b. Proof of payment of BSIP contribution employee wise along with challan, along with proof of realization of payment.
  - c. Proof of payment EPF and ESIC contribution employee wise along with challan proof of realization of payment.
  - d. Details of GST payments of the last month/cycle along with Challan proof of realization of payment.
  - e. A certificate that he/she is complying with all the applicable Statutory Labour Laws.
  - f. Computerized printout of Biometric Attendance Sheet duly verified by authorized person of BSIP in respect of the persons deployed for the billing month, along with salary sheet for the billing month and/or proof of any other attendance record, as directed by the BSIP, Lucknow.
- 11.4 The Service Provider is also required to issue pay slips to all employees every month.
- 11.5 All the payment to the workers to be made by the agency through bank transactions only. Cash payment shall be treated at par-with non-payment of wages.
- 11.6 The Service Provider shall maintain such other records as per scope of work or prescribed by BSIP from time to time.

## 12.0 PENALTIES/LIABILITIES

- 12.01 In the event of the Agency/Contractor's failure to execute the work entrusted to it under this Agreement satisfactorily, BSIP shall make alternative arrangement to do it and the difference of cost incurred by BSIP thereby shall be recovered from the Agency/Contractor's unpaid bills and Contractor's Security deposit. Besides, penalty as decided by BSIP shall also be levied and recovered.
- 12.02 The Contractor shall disburse salary to its deployed manpower, if any, latest by 7<sup>th</sup> of every month, failing which penalty of Rs.5000/- per day will be imposed up to 15th of the month and on delay beyond 15 days contract shall liable to be terminated. In case the Contractor fails to make the payments by the stipulated date and time, the Contract is liable to be terminated and the Contractor is liable to be blacklisted and Security Deposit / Performance Bank Guarantee submitted by the Contractor shall be forfeited and Bank guarantee will be cashed. Further, the payments due to the agency shall also be forfeited incase the Contractor fails to make payments. Under such circumstances, the Client will have the power to appoint any other agency for the manpower services at the risk and cost of the Contractor.

12.03 Whenever and wherever it is found that the assigned work is not performed up to the entire satisfaction of the Client, especially under the supervision of the Contractor's Supervisor, it will be brought to the notice of the Contractor by the Client and if no action is taken immediately, penalty of Rs.5000/-per day per complaint will be imposed by invoking penalty clause.

12.04 The Contractor has to maintain adequate number of manpower as per this contract and also arrange a pool of standby manpower. If the required number of manpower is less than specified number as mentioned in the contract, a penalty of Rs.2000/-per absentee per day shall be deducted from the bill(s).

12.05 In case the Contractor fails to fulfill the minimum statutory requirements (ESIC/EPF etc.) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the Client, in addition to forfeiting of the monthly bills and Performance Security Deposit.

12.06 In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned number of manpower, the Client shall make deductions at double the rate of hiring rate on prorate basis from the bills preferred by the Vendor or that may become due to the Vendor under this or any other contractor from the security deposit or may be demanded from him/her to be paid within seven days to the credit of the Client.

### **13.0 DISPUTE SETTLEMENT**

13.1 Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities & representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Director of the Institute.

13.2 The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time. The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the Service Provider shall continue to be made in terms of the contract. Arbitration proceedings will be held at Lucknow.

13.3 All the disputes will be subject to the jurisdiction of Court situated at Lucknow only.

### **14.0 RISK CLAUSE**

14.1 Service Provider and its staff shall take proper and reasonable precautions to prevent from loss, destructions, waste or misuse the areas of responsibility given to them by the BSIP and shall not knowingly lend to any person or company any of the effect so assets of the BSIP under its control.

14.2 In the event of loss/damage of equipment etc. at the premises of the BSIP due to negligence/carelessness of Service Provider staff, the Service Provider shall compensate the loss to BSIP apart from removal of the responsible person.

14.3 The Service Provider shall, in performing its part of this Agreement, ensure the safety of the building and the persons working in or visiting the BSIP's premises and shall indemnify BSIP for any loss or damage caused by any act of the Service Provider or its employees of staff etc.

14.4 The Service Provider shall not sublet or subcontract this service/ work to any other party in any

circumstances, before or after the execution of contract. In such case, the contract will be terminated and performance security will be forfeited.

## **15.0 SCOPE OF WORK**

**A)** The work/services, which are to be rendered and provided by the service provider to the Birbal Sahni Institute of Palaeosciences, will be as follows:

1. Complete security to the life and property of the residents and all the assets (land, natural resources, construction site, buildings, fitting and fixtures, equipment, office records, movable and immovable items, etc) of the Institute.
2. Manage the parking of vehicles.
3. Securities cover to various official functions organized by the Institute.
4. To manage and monitor all entry and exit points and deal with defaulters, ensuring that the persons of doubtful antecedents are not permitted inside the campus and that the campus is free from trespassers, squatters and stray animals.
5. To check material/property going out of the building/campus through proper management of the Gate-Pass in consultation with the Institute authorities/Security Officer.
6. Carrying out prompt and necessary action in case of Fire, Accident, Theft, and Trespassing, Suicide, Physical fight, Natural disasters, etc. or any other exigency.
7. The agency should have adequate numbers of trained manpower to monitor CCTV footage.
9. At least 01 security personnel in each shift should bear valid driving licenses for two wheeler.
10. The Service provider shall secure and pay for all licenses and permits at their end, which may be required for performance of obligations under the contract, in order to comply with all laws, ordinances, and regulations of the public authorities.
11. Maintain vigil and undertake surveillance for control of untoward incidents, especially involving the outside elements.
12. Provide timely intelligence inputs to the Institute administration.
13. Any other work incidental to the Security and ancillary Services.
14. The Agency/service provider personnel shall not join any labour union or resort to strikes, demonstrations, or any other agitation of this nature. The personnel shall neither directly or indirectly enter nor assist any commotion of civil nature, and they will render their sincere services during any natural calamities to their best extent.
15. The tentative requirement/ deployment of Security Guards is as follows:

a. Male Security Guards (without arms)	:	14
b. Female Security Guard (without arms)	:	01
c. Security Guards (with arms/gunman)	:	01
d. Security Supervisor	:	01
<b>Total</b>		<b>17</b>

16. The above number is tentative; it may increase/decrease at any time during the award of the contract. The number of Security Guards may increase/decrease from time to time as per the requirement, subject to the approval of the Competent Authority of the Institute.
17. 03 (Three) Security Personnel at the Director's Residence (one each in first, second and third shifts).

## **B. CONTRACTOR'S OBLIGATIONS**

1. That the Contractor shall provide security and keep watch and ward of the land and properties as deemed fit by him/her in consultation with the BSIP.
2. That for performing security duties, the Contractor shall deploy persons round the clock in eight hours shift only. The Contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. It is further agreed that the Contractor shall engage medically and physically fit persons below the age of 48 years for security duties. Persons so engaged for security shall be from amongst the trained guards of integrity and good conduct.
3. That the Contractor shall submit details of the names, parentage, residential address, date of birth, etc of the persons deployed by him/her in the premises of the Institute and residence for the purpose of proper identification of the employees of the Contractor deployed at various points, he/she shall issue identity cards bearing their photographs/identification, etc and such employees shall display their identity cards at the time of duty.
4. That the Contractor shall ensure that the persons so deployed do not allow any property of the BSIP, to be taken out of the premises without a Proper Gate-Pass signed by the designated Officials of the BSIP. As a safeguard against any dishonesty connivance and/or ulterior motive, the specimen signatures of the Officials designated and authorized to sign the Gate-Pass will be intimated in writing to the Contractor along with subsequent changes, if any. The Registrar of the BSIP shall make suitable arrangement to ensure compliance.
5. The Contractor shall report promptly to the BSIP any theft or pilferage that takes place or where any attempt is made to that effect and loss, if any. It shall be the sole responsibility of the Contractor to ensure security and safety of all the property and assets movable and immovable of the BSIP/Residences and if there is any loss to the BSIP/Residence on account of dishonesty, and/or due to any lapse on the part of the Contractor or his worker, the Contractor shall make good on demand the loss to the BSIP /Residents.
6. That the Contractor shall at his/her own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to BSIP and shall comply with the Statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970, Employees State Insurance Act, Workman's Compensation Act, 1923, Payment of Wages Act, 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952, Payment of Bonus Act, 1965, The Minimum Wages Act, 1948, Employer's Liability Act, 1938, Employment of Children Act, 1938 and/or any other Rules/Regulations and/or Statutes that may be applicable to them and shall further keep the BSIP indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid Statutory provision. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these the BSIP shall be entitled to recover any of the such losses or expenses which it may have to suffer or incur on account of such claims, demand, loss or injury from the Contractor's monthly payments, Security Deposit or from his Estate and Property.
7. That the Contractor shall submit the proof of having deposited that amount of contribution claimed by him/her towards GST and on account of ESI and EPF of the persons deployed at BSIP/Residences of the Director and the Registrar in their respective accounts before submitting the bill for the subsequent month. In case the Contractor fails to do so, the amount claimed towards ESI and EPF contribution will be withheld till submission of required documents.

8. That the Contractor shall particularly abide by the provisions of Minimum Wages Act, 1948 with Rules 1950 framed there-under, as amended from time to time on the rates, terms and conditions as approved by the Government of India.
9. That the Contractor shall be required to maintain permanent attendance register/roll within the building premises which will be open for inspection and checking by the authorized Officers of BSIP/Residents.
10. That the Contractor shall make the payment of wages, etc to the persons so deployed and shall on demand furnish copies of wages register/muster roll, etc to the BSIP for having paid all the dues to the persons deployed by him/her for the work under the Agreement. This obligation is imposed on the Contractor to ensure that he is fulfilling his commitments towards his employees so deployed under various Labour Laws, having regard to the duties of BSIP in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wages book, wage slip, publications of scale of wages and terms of employment, inspection and submission of periodical returns.
11. The security guards deployed in BSIP are in proper uniform. The uniforms supplied by the Contractor at his/her own cost to the persons deployed for this work shall include black boots, leather belt, baton, whistle, loaded torches, etc. The seasonal equipment such as jerseys, great coats in winters and rain coats in monsoon shall also be provided by the Contractor at his/her cost and BSIP shall have no liability whatsoever on this account. The uniform shall be approved by the Director of the BSIP and may ask to change the uniform if required.
12. The Contractor shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of his/her employees so deployed and ensure preservation of peace and protection of persons and property of BSIP. The contractor/security shall be responsible for co-ordination with law enforcement agencies, local police etc.,
13. The Contractor shall deploy his/her persons in such a way that they get weekly rest. The working hours/leave, for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The Contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the Contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or furnishing any information or submitting or filling any statement under the provisions of the said regulations and rules which is materially incorrect, they shall without prejudice to any other liability pay to the Director of the BSIP sum as may be claimed by Residents/BSIP.
- 14 (a). That the Contractor shall presently provide Security Guards for performing duties in the premises of the Institute as detailed below:
  - (i) Checking of unauthorized entrance and maintenance of various Gate Registers and making of Gate Passes.
  - (ii) Checking of in-coming/out-going materials and vehicles at the Gate.
  - (iii) Checking of losses of the Institute's property from loot/theft and burglary including wastage of water, electricity, etc. in the premises.
  - (iv) Maintaining of full coordination with the Guest House of the Institute related to visits of outsiders.
  - (v) Attending to the phone calls coming at the Gate.

- (vi) Maintaining of the timings of the employees of the Institute for their coming and going before, during and after working hours and holidays or as may be directed.
- (vii) Assisting the Authorities of the Institute in the hour of strikes or employees unrest and public mob.
- (viii) Assisting to provide first-aid as and when needed at the Institute.
- (ix) Assisting in fire-fighting and the cleaning of fire safety equipment in the premises.
- (x) Escorting/protecting VIPs staying in the Institute Campus or outside.
- (xi) Escorting/protecting the employees of the Institute carrying cash for the business of the Institute.
- (xii) Any other duties as assigned under the order of the institute in relation to security arrangements.

14 (b). That the Contractor shall provide Security Guards for performing duties at the residences as per directions of the residents.

15. That the shift timings shall be as follows:

- i) First Shift                    0600 hours to 1400 hours
- ii) Second Shift                1400 hours to 2200 hours
- iii) Third Shift                2200 hours to 0600 hours

UNDERTAKING

E-TENDER FOR PROVIDING SECURITY SERVICES AT BIRBAL SAHNI INSTITUTE OF PALAEOSCIENCES, LUCKNOW FOR A PERIOD OF ONE YEAR.

DearSir,

1. I/We here by submit the application for the above-mentioned works Viz.....
2. I/ We hereby declare that I/we have perused and understood the tender document and accept all the terms & conditions, stipulated by the BSIP in connection with the tender for SECURITY SERVICES at BSIP, LUCKNOW for a period of one year.
3. I/ We confirm the documents submitted by the firm are legible and the onus of not readable document shall be with the firm/ company.
4. I/ We confirm that the information given in the Tender document is true and in case any thing being found false, then the Proprietor/ Partner/Director will be responsible for the same.
5. It is certified that the agency has never been blacklisted/ dabarrred by any organization from Govt./ PSU etc.
6. That I will be in the position to provide SECURITY SERVICES as per the work explained to me to the satisfaction of the BSIP, Lucknow.
7. That I hereby undertake to carry out the work as has been explained to me to the satisfaction of BSIP, Lucknow within stipulated period.
8. I have been informed that The Director, Birbal Sahni Institute of Palaeosciences, Lucknow has right to accept or reject any or all the tenders without assigning any reason thereof.
9. I am ready to sign the agreement with the BSIP, in case of my selection as successful Service Provider.

Date:

Signature of Owner/ Managing  
Partner/Director Authorized signatory

Place:

Name (in full who is signing) Seal:

\*in case of authorized signatory, authority letter must be evidence.

N.B.: The above declaration, duly signed by the authorized signatory of the company, should be enclosed with Technical bid.

## DECLARATION

Date:

BidNo.:

To:

**The Registrar**

**Birbal Sahni Institute of  
Palaeosciences,Lucknow**

I,.....Proprietor/Partner/Director authorizesignatory.....  
.....am competent to sign this declaration and execute this bid document;

1. I have carefully read and understood all the terms and conditions of the bid and hereby convey my acceptance of the same.
2. The information/document furnished along with the above application are true and authentic to the best of my knowledge and belief. I/We, am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my bid at any stage decide liabilities towards prosecution under appropriate law.
3. I have apprised myself fully about the job to be done during currency of period of agreement and also acknowledged get to bear the consequence of non-performance or deficiencies in services.
4. The Company/Firm has done in past satisfactory/disciplined work and has not been blacklisted in past of any client.

Date:

Signature of Owner/ Managing  
Partner/Director Authorized signatory

Place:

Name(in full who is signing) Seal:

\*in case of authorize signatory, authority letter must be evidence.

N.B.: -The above declaration, duly signed by the authorized signatory of the company, should be closed with Technical bid.

## ANNEXURE-G

(To be submitted on the Service Provider's letter head)

## TECHNICALBID(Profile of the Service Provider)

S. No.	Description	Description (to be filled-up by the Service Provider)
1.	Name of Tendering Company/Firm	
2.	Name of owner/partners/directors	
3.	Full particulars of office(with full address mobile/telephone & e-mails)	
4.	Full particulars of Bankers of the Firm/ company (with Account numbers, MICR & IFSC, full address, e-mails, phone/mobile of bank's branch	
5.	PAN No.	
6.	GST Registration Number	
7.	EPF Registration Number	
8.	ESI Registration Number	
9.	Contract Labour License Number	

I have read and understood the tender document/corrigendum issued, available at website-  
<https://www.bsip.res.in> & [www.gem.gov.in](https://www.gem.gov.in)

Date:

Signature of Owner/Managing Partner/Director:

Place:

Name (in full, who is signing):

Seal:

(To be submitted in Price Bid)

**PROFORMA FOR FINANCIAL BID**

(TO BE FILLED ONLY IN GEM, NOT TO BE uploaded, ONLY FOR INFORMATION)

To  
The Registrar  
Birbal Sahni Institute of Palaeosciences, Lucknow

Quotations for award of contract for providing Security Services at Birbal Sahni Institute Of Palaeosciences, Lucknow.

Sr. No.	Name of Firm	*Service Charge

\*Note: The Service Charges should be minimum 3.85% as prescribed by Department of Expenditure Procurement Policy Division, Ministry of Finance, Government of India, New Delhi vide OM No.F.6/1/2023-PPD dated 06<sup>th</sup> January 2023. The firm/Company Quoting less than 3.85 % Service Charge will be summarily rejected.

Signature of the Authorized signatory of the  
Tenderer with seal of the Firm.

Date

Place:

## ANNEXURE-H

## CHECK LIST FOR UPLOADING OF SCANNED DOCUMENTS ALONG WITH THE BID, WITHOUT WHICH THE TENDER IS LIABLE TO BE REJECTED

	Description of the items	Scanned attested Copies uploaded Yes/No	Self-attested Copies uploaded Yes/No	Service Provider must Write Page No
1	Technical Bid profile of the Service Provider Annexure-G			
2	<b>Scanned copy of EMD for an amount of Rs. 194619.00 One Lac Ninety Four Thousand Six Hundred Nineteen only) EMD to be submitted as mentioned in the document</b>			
3	Copy of PAN Card			
4	Copy of GST registration			
5	Copy of Registration certificate of Firm/ Agency/ Organization as Partnership/Proprietorship/Private Limited/Limited Company			
6	Copy of Labour license			
7	Audited Balance Sheets with Profit &Loss Account Statements for the last three financial years 2022-23, 2021-22 and 2020-21) duly signed by the Chartered Accountant.			
8	Income Tax returns for the last three financial years 2022-23, 2021-22 and 2020-21			
9	Copy of work orders and completion certificate clearly depicting value of contract related to similar services performed in last three financial years 2022-23, 2021-22 and 2020-21 in support of project experience/eligibility conditions.			
10	List of at least 10 employees related to similar services on pay roll of Service Provider in prescribed format duly signed by authorized signatory on letterhead of the Service Provider			
11	Undertaking-Annexure E			
12	Declaration Annexure F			
13	Checklist Annexure H			
14	Integrity pact Annexure I			
15	Copy of Authorization Certificate for signing tender documents if			
16	ESIC Registration Certificate with latest paid challan			
17	EPFO Registration Certificate with latest paid challan			
18	Copy of complete E-tender document uploaded in <a href="http://www.gem.gov.in">www.gem.gov.in</a> duly signed by the firm's authorized signatory with seal.			
19	Any other document, if applicable(please mention)			

I/ We certify that the information furnished above is true and correct. I have read and understood the tender document/corrigendum issued, available at <https://www.bsip.res.in//tenders>. The terms and conditions are acceptable to us and I have the authority to bid this E-TENDER.

Date:

Signature of Owner/Managing Partner/Director:

Place:

**INTEGRITY PACT**

(TO BE TYPED ON SERVICE PROVIDER'S LETTER Head)

**To**

The Registrar  
Birbal Sahni Institute of  
Palaeosciences Lucknow

**Subject: Engagement of Service Provider agency for providing Security Services At Birbal Sahni Institute Of Palaeosciences, Lucknow on contract basis. – Reg.**

Sir,

1. I / We acknowledge that BSIP is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.
2. I / We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I / We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.
3. I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender / bid is finally accepted by BSIP, Lucknow. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with "Article" of the enclosed Integrity Agreement.
4. I/We acknowledge that in the event of my / our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, BSIP,Lucknow shall have unqualified,absolute and unfettered right to disqualify the tenderer/Service Provider and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Date:

Signature of Owner/ Managing  
Partner/Director Authorized signatory

Place:

Name (in full who is signing)  
Seal:

## ARTICLE INTEGRITY PACT DOCUMENT

(To be executed on plain paper and signed by the Service Provider as 2<sup>nd</sup> party before uploading as bid document. BSIP as 1<sup>st</sup> party will sign this Pact later stage after opening of bids)

### PRE-CONTRACTINTEGRITYPACT

#### 1.0 General

1.02. This pre bid-contract Agreement (herein after called the Integrity Pact) is made on ..... the day of the month of .....year ..... Between on one hand of Birbal Sahni Institute of Palaeosciences (BSIP) under the administrative control of Department of Science and Technology, Government of India, New Delhi acting through (herein after called the "BUYER" which expression shall mean and include, unless the context otherwise requires his successors in office and assigns) of the First Party and M/s \_\_\_\_\_, represented by, Chief Executive Officer (herein after called the "SERVICE PROVIDER/SELLER" which expression shall mean and include, unless the context otherwise requires his successors in office and assigns) of the Second Party. WHERE AS the BUYER proposes to procure services (Name of Items to be procured) and the Service Provider/Seller is willing to offer/has offered the services.

1.02. Whereas the Service Provider is a private company/public company/partnership/proprietorship constituted in accordance with the relevant law in the matter and the Buyer is **an autonomous institute under the department of Science and Technology, Government of India.**

#### Objectives

Now, therefore, the Buyer and the Service Provider agree to enter into this pre-contract agreement, herein after referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced 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 services at a competitive price in conformity with the defined specifications of the Services by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling Service Providers to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by their officials by following transparent procedures.

#### 3.0 Commitments of Buyer

The Buyer Commits itself to the following:-

The Buyer undertakes that no official of the Buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Service Provider, 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.

The Buyer will, during the pre-contract stage, treat all Service Providers alike, and will provide to all Service Providers the same information and will not provide any such information to any particular Service Provider which could afford an advantage to that particular Service Provider in comparison to other Service Providers.

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.

3.04. In case of any such preceding misconduct on the part of such official(s) is reported by the Service Provider 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.

## 5.0 Commitments of Service Providers

The Service Provider commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the Service Provider in furtherance to secure it and in particular commits himself to the following:-

The Service Provider will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any 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.

The Service Provider further undertakes that he 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 for bearing to do or having done any act in relation to the obtaining or execution of the Contractor any other Contract with the Government for showing or for bearing to show favour or disfavor to any person in relation to the Contractor any other Contract with the Government.

The Service Provider 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.

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

The Service Provider further confirms and declares to the Buyer that the Service Provider is the original manufacturer/integrator/authorized government sponsored export entity of the defense to resell 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 Service Provider, 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.

The Service Provider, 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.

The Service Provider 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 Service Provider undertakes to exercise due and adequate care any such information is divulged.

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

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

## 6.0 Previous Transgression

The Service Provider 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 practice envisaged here under or with any Public Sector Enterprise in India or any Government Department in U.P. that could justify Service Provider's exclusion from the tender process.

If the Service Provider makes incorrect statement on this subject, Service Provider can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## 7.0 Earnest Money/Security Deposit

Service Providers are required to furnish valid Bid Security declaration in the prescribed format.

The Security Deposit shall be valid till the complete conclusion of contractual obligations to complete satisfaction of both the Service Provider and the buyer, whichever is later.

In the case of successful Service Provider a clause would also be incorporated in the Article pertaining to Performance in the Contract that the provisions of Sanctions for Violation shall be applicable For forfeiture of Performances security in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

The provisions regarding Sanctions for Violation in Integrity Pact include forfeiture of Performance Security in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing action for violation of Integrity Pact.

No interest shall be payable by the Buyer to the Service Provider(s)on Security Deposit for the period of its currency.

## **8.0 Company Code of Conduct**

8.1. Service Providers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

## **9.0 Sanctions for Violation**

9.1. Any breach of the aforesaid provisions by the Service Provider or any one employed by him or acting on his behalf (whether with or without the knowledge of the Service Provider) or the commission of any offence by the Service Provider or any one employed by him or acting on his behalf, as defined in **Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988** or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required:-

a. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Service Provider. However, the proceedings with the other Service Provider(s) would continue.

b. The Security Deposit/Performance security shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.

c. To immediately cancel the contract, if already signed, without giving any compensation to the Service Provider.

d. To recover all sums already paid by the Buyer, and incase of an Indian Service Provider with interest there on at 2% higher than the prevailing Prime Lending Rate, while in case of a Service Provider from a country other than India with interest there on at 2% higher than the LIBOR. If any outstanding payment is due to the Buyer from the Service Provider in connection with any other contract for any other stores/services, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

e. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Service Provider, in order to recover the payments, already made by the Buyer, alongwith interest.

f. To cancel all or any other Contracts with the Service Provider.

g. To debar the Service Provider from entering into any bid from the Government of India for a minimum period of five years, which may be further extended at the discretion of the Buyer.

h. To recover all sums paid in violation of this Pact by Service Provider(s) to any middle man or agent or broker with a view to securing the contract.

i. If the Service Provider or any employee of the Service Provider or any person acting on behalf of the Service Provider, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Service Provider's firm, the same shall be disclosed by the Service Provider at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Service Provider.

j. The term „close relative“ for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant ,but does not include each child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

k. The Service Provider 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, and if he does so, the Buyer shall be entitled forth with to rescind the contract and all other contracts with the Service Provider. The Service Provider shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Service Provider.

9.2 The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Service Provider shall be final and binding on the Service Provider, however, the Service Provider can approach the monitor(s) appointed for the purposes of this Pact.

#### **10.0 Fall Clause**

The Service Provider undertakes that he has not supplied/is not supplying the similar services at a price of lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar services were supplied by the Service Provider to any other Ministry/Department of the Government of India at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Service Provider to the Buyer, If the contract has already been concluded.

#### **11.0 Examination of Books of Accounts**

In case of any allegation of violation of any provision of his Integrity Pact or payment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Service Provider and the Service Provider shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

#### **12.0 Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is these at of the Buyer i.e. BSIP, LUCKNOW or as decided by the BUYER.

#### **13.0. 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.

#### **Validity**

The validity of this Integrity Pact shall be from date of its signing up to one year of the contract to the satisfaction of both the Buyer and the Service Provider/Seller.

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

15. Both the parties signing this integrity pact shall be abided by the provision of his pact and will follow the guidelines of independent external monitors or any other monitoring committee nominated by the competent authority for the purpose at any stage.

16. The Parties here by sign this Integrity Pact at on.....

BSIP, Lucknow (1<sup>st</sup> Party)

Witness

SERVICE PROVIDER (2<sup>nd</sup> Party)

Witness