

सर्व हरियाणा ग्रामीण बैंक
Sarva Haryana Gramin Bank
 (भारत सरकार का उपक्रम) (Govt. of India Undertaking)

प्रायोजक : पंजाब नेशनल बैंक

Sponsored by: Punjab National Bank

GAD, Head Office, SHGB House, Plot No. 1 Sector 3, Rohtak

Notice Inviting Tender

Tenders are invited through GeM Portal from the reputed Private Security Agencies (PSA) registered with Director General Resettlement (DGR) for deployment of Security/Armed Guards at various locations of our Branches/Offices under our all 10 Regional Offices viz. Ambala, Bhiwani, Fatehabad, Gurugram, Kaithal, Hisar, Nuh, Panipat, Rewari, Rohtak, Head Office at Rohtak, Currency Chests located at Gurugram & Rohtak, Cash Vans and new Branches to be opened in Haryana State at minimum rates of wages declared by Central Govt payable as per Minimum Wages Act, 1948 as amended from time to time. The Security Agencies/Service Providers that have minimum 03 (Three) years' experience, are to upload their proposals at GeM Portal addressed to General Manager, Sarva Haryana Gramin Bank, Head Office, SHGB House, Plot No. 1, Sector-3, Rohtak, Haryana. All the interested Security Agencies/Service Providers are advised to go through the detailed tender guidelines on the Bank's website before submitting their proposals through GeM Portal only. Bank reserves its right to reject any or all the tenders without citing any reason, at any stage. Corrections/Corrigendum, if any, will be placed on Bank website/GeM Portal only. For more details visit our website www.shgb.co.in

Last Date of submission of Tenders :

~~29.08.2022~~ 31.08.2022 ✓

Date of Opening of Tenders :

~~30.08.2022~~ 01.09.2022

(Tentative)

CA
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Jal

General Manager

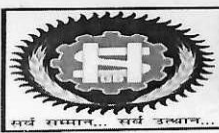
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Salient Features of Tender

1. Last date of submission of tender is 31.08.2022 ~~29.08.2022~~ *CH*
2. Tenders received after due date will not be considered. There should not be any cutting or overwriting on tender documents while quoting the rates.
3. The Bank reserves the right to accept or reject any/all tenders in whole or in part without assigning any reason whatsoever.
4. The **Private Security Agency (PSA)** should have valid PSARA, Labour License, PAN, TAN, GST, Other Statutory documents i.e. EPF, ESI as applicable and produce self attested copies of such certificates
5. The successful bidder shall have to deposit a sum of **Rs.500000/-** (Rupees Five Lakh only) **within 07 days** on the receipt of work order in the name of **Sarva Haryana Gramin Bank** payable at **Rohtak** through NEFT/RGTS/DD before taking over the job assigned. The EMD shall be refunded to the agency **without any interest on successful completion of contract period** after deduction of any loss/damage, if any.
6. Tentative number of Manpower required is **350** (Three Hundred Fifty) Approx. which may vary at the discretion and requirement of the Bank from time to time.
7. Submit copy of Address Proof & Id Proof (KYC) of owners/Directors of the firm/Companies with Phone/Mobile No.
8. Submit copy of permanent address proof of the Agency/Firm with Phone/Mobile No.
9. In the event of non-submission of KYC documents, application will be summarily rejected.
10. Manpower- Security Guard/Armed Guards should be in possession of minimum Matriculation Certificate.
11. The Format for submission of **Technical and Financial Bids** is placed as **Annexure – I and Annexure – II to these instructions**. The Financial Bid will be opened only for those Bidders who qualify in the Technical Bid. Hence, Tender must be submitted in **Two Parts** as under:
 - (i) **Technical Bid** along with relevant documents
 - (ii) **Financial Bid**
12. **Service Charges should be in percentage terms only upto 02 digit decimal points. Bids having Service Charges more than 02 digit decimal points shall be disqualified.**
13. **The Agency/Firm should not have been Black listed by Any Department/Institution.**
14. **Tender to be addressed to : General Manager, Sarva Haryana Gramin, Head Office, Plot No. 1, Setor 3, Rohtak**

Email id : hogadshgb@shgbank.co.in

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Technical and Qualifying Criteria

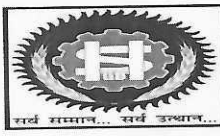
1. At least Three years' experience of deployment of Security/Armed Guards in Govt. Institute/Semi Govt. Institute/PSU/Limited Companies as on 31.03.2022 (attach proof)
2. **Minimum deployment of 300 Security/Armed Guards** at Single institution under Govt/Semi Govt. Institute/PSU/Limited Companies as on 31.03.2022 (Attach proof)
3. The minimum turnover of the Bidder in the **Last Three Financial Year** ending 2020-21 should be at least **Rs. 10.00 Crore** per year. Bidder should have satisfactory Cash Flow to meet out the salary requirement, etc. (Attach proof)
4. ITRs for last three financial years ending 2020-21 duly acknowledged (attach proof)
5. Registration under GST (attach proof)
6. PAN number of Firm/Agency (attach proof)
7. Valid License from Labour Department, PSARA License by state licensing authority to operate in the geographical jurisdiction of the Haryana State and all Districts falling under Haryana State (attach proof)
8. Undertaking regarding no case pending with any office of Govt./Semi-Govt. or Court of Law(attach proof)
9. Undertaking regarding non blacklisting by any office/institute. (Self undertaking as per Annexure-III enclosed)
10. The Bidder should have the Solvency Certificate for Rs. 50,00,000/- (Fifty Lakh as on 31.03.2022 (Attach Certificate issued by CA/Bank)
11. The PSA should have a **permanent place of business in Haryana** and submit the complete Postal address, Telephone/Mobile/Fax/E-mail address, etc. for smooth functioning. (Attach proof)
12. PSA shall not be owned or controlled by any director or officer/employee of the bank or their relatives having the same meaning as assigned under section 2(77) of the Companies Act 2013. (attach undertaking duly signed and stamped by the owner/s of the company/firm/proprietorship on the Letter Head)
13. PSA should have their own infrastructure for training their guards. (attach address proof)
14. **INTEGRITY PACT** format is enclosed as per our Annexure-IV. The same is to be duly filled in on a non-judicial stamp paper of appropriate value and submitted along with offer. Only those Tenderers, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the tendering process. The bids which are not containing the above pact shall be summarily rejected.

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15. Tender services are subject to independent audit by external agencies. Bank has appointed two Independent External Monitor (IEMs) in the panel and their details are as follows:

Sr. No.	IEM	Email	Mobile No.	Appointment valid till
1	Dr. Sarat Kumar Acharya (Former CMD, NLC India Ltd.)	Sarat1777@rediffmail.com	9442118060	04.03.2024
2	Sh. Deepak Anurag (IA & AS, Retd)	anuragd@cag.gov.in	9810676339	27.06.2025

The Documents mentioned above must be uploaded on GeM Portal in the same seriatim in a single PDF file.

*Received
CM GAD* *[Signature]* *[Signature]*





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Terms and Conditions for providing Outsourced Security/Armed Guards

1. The PSA should have a **valid Registration Certificate of Director General Resettlement (DGR), PSARA License, Labour License, PAN, TAN, and Other Statutory document** as applicable and produce attested copies of such certificates. Any document/information given by the PSA, if found, forged/false/fabricated at any stage, it would lead to termination of the contract and initiation of criminal proceedings under appropriate law.
2. The successful bidder shall have to deposit a sum of **Rs.500000/-** (Rupees Five Lakh only) as EMD **within 07 days** on receipt of the work order in the name of **Sarva Haryana Gramin Bank** payable at **Rohtak** before taking over the job assigned. The EMD will be refunded to the agency **without any interest on successful completion of contract period** after deduction of any loss/damage, if any.
3. The contract shall **remain valid for Two years**. However, if required the contract can be extended further on mutual agreement after the expiry of the tenure on the same terms & conditions on year to year basis. The contract can be terminated from either side i.e. Bank by giving **prior notice for one month** & the PSA by giving **prior notice for three months**.
4. The PSA shall **execute an agreement on Non-Judicial Stamp Paper** of appropriate value before deploying the manpower i.e. security Guard.
5. **No request of transfer of contract** in another name will be considered.
6. The **Bank Management will also screen** the manpower so provided by the PSA for **suitability** as per Tender. All outsourced workforce should be educationally qualified i.e. minimum Matriculation for the assigned task.
7. The PSA will provide **Identity Card** to each workforce.
8. The PSA will be required to **provide workforce within a period of 15 days** on receipt of work order.
9. The PSA **will not allow or permit the workforce** so deployed in the Bank to **participate in any trade union activities or agitation** in the premises of the Bank or representation to any Govt./Statutory bodies, violation of which may result in termination of the contract immediately including Forfeiture of EMD/Retention Money
10. The PSA shall be responsible for the provision and maintenance of the authorised Non Prohibited Bore weapons (preferred DBBL/Pump Action guns 12 Bore) to the armed guards along with the ammunition (10 Rounds) for the weapon. A valid License and the retainer ship for the armed guard is to be carried by him at all times and is to be produced whenever asked for. Also the Bank reserves the right to waive the stipulation regarding provision, maintenance and license of authorised Non Prohibited Bore Weapons considering the prevalent policies in the area and requirement of the Bank.

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CM & AD, Sarva, etc.

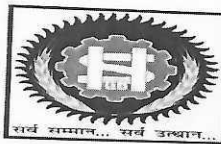


GAD, Head Office, SHGB House, Plot No. 1 Sector 3, Rohtak

11. Safe keeping of Guns after the office hours is the sole responsibility of the guards and the Gun will not be allowed to be kept inside the Branch. The duty hours of the Security Guards shall be from **09.30 a.m. to 5.30 p.m.**
12. Service charges/commission will be paid on monthly minimum wages (Basic+Variable Dearness Allowance) only.
13. The PSA shall. At his own expense, provide proper uniform to the outsourced manpower for the work of Security Guard/Armed Guard.
14. The PSA will **solely be responsible to redress** all the Human Resources issues/complaints/Grievances of such Manpower, if any. Further, the outsourced manpower shall have **no legal right to pursue any litigation against Bank.**
15. The PSA should have the **Registered/Branch Office of their Security Company in Haryana** and submit the complete Postal address, Telephone/Mobile/E-mail address, etc. for smooth functioning.
16. The decision of the Bank in regard to **interpretation of the Terms & Conditions** of the Agreement shall be final and binding to the Agency/Firm.
17. On completion of the agreement, the PSA **will withdraw all its manpower** and clear the accounts by paying them the legal dues as required under the provisions of the Industrial Dispute Act-1947.
18. Bank reserves the **right to add or alter any condition** at any time and will be binding on the PSA provided that such changes does not adversely affect the interest of manpower so deployed and the PSA in terms of payment etc.
19. The PSA shall be **wholly responsible for resolving any dispute** pertaining to EPF/ESI with the concerned Agencies viz. EPFO/ESI/GST/Labour Deptt. etc. Any penalty levied by Govt. of India/ Govt. Deptt. / any action taken by Govt. of India/ Govt. Deptt. in case of non-compliance on account of minimum wages/PF /ESI will be solely borne by Private Security Agency hired.
20. In the event of **any breach of terms and conditions of contract**, delay, default and any other type of lapses on the part of the PSA, the contract shall be terminated without assigning any reason forfeiting the EMD held with the Bank.
21. The Security/Armed Guards shall be **Ex-Military or Ex-Paramilitary** personnel with **minimum 10 years** Military/Para-Military Services between the **age of 25 years to 55 years** with physically fit and sound mind and good health to the satisfaction of the competent authority preferably residing near the branch of posting. No Security/Armed Guards will be above the age of 55 years at the time of deployment and maximum age for working at Security/Armed Guards will be 60 Years.
22. The Agency shall **maintain a register** for the manpower – Security Guards/Armed Guards deployed in the Bank together with Names, Address, Qualification, Aadhaar, PAN, Armed Licence Number& Telephone/Mobile numbers of the employee. Further, the Agency

Handwritten signatures and initials:
 [Signature: Anand] [Signature: S. Singh] [Signature: A. Singh] [Signature: N. Singh]





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shall also deposit a copy of such documents to the respective Branches/Offices where Security/Armed Guard is deployed.

23. The PSA is responsible for **providing alternate Manpower** in case the deployed Security/Armed Guards proceeds **on leave or stand absent whatsoever reason**. Otherwise, a **penalty of Rs. 100/-** (Rupees One Hundred only) **per day per person** will be imposed **besides deduction of salary for the period of absence from the bills** of the Agency.
24. Security/Armed Guards shall **never be deployed on double duty**, anywhere in any case.
25. Bank reserves the **right of removal of any person** considered incompetent or disorderly from the Bank premises. The Agency will provide alternate manpower against removed work force immediately.
26. The manpower provided by the PSA shall be **on the pay rolls of the Agency**. Hence, the Agency will be responsible for payment of monthly wages as approved in the Tender for such manpower as per Minimum Wages Act notified from the office of Central Labour Commissioner. Further the rates will also undergo change proportionately with corresponding changes in Minimum Wages as notified by the Central Labour Commissioner from time to time. The rates quoted shall be all inclusive rates with separately given applicable GST amount and no claim whatsoever for any extra payment shall be maintainable. Any other tax, any royalties, duties, levies, cess in respect of this tender shall be payable by the PSA and Bank will not entertain any claim whatsoever in respect of the same and nothing extra shall be paid/reimbursed for the same subsequently. The rates quoted shall include all the above. GST, wherever, applicable shall be paid by Bank as per extant rules.
27. The PSA shall imperatively **open the Salary Accounts** for such manpower only in **Sarva Haryana Gramin Bank** for **payment of Monthly Wages on or before 07th of every month** affecting statutory deductions for EPFO and ESI only.
28. The PSA shall then **submit Bills in duplicate** along with deposit proof of EPF and ESI on monthly basis for claiming reimbursement from the Bank within 07 (Seven) days after payment to such manpower from concerned Regional Office and Head Office, as applicable.
29. Bank will **reimburse such claims** to the Agency **on verifying the correctness** for the wages paid to the manpower for the month as per the rates notified from the office of the **Central Labour Commissioner** and amended from time to time and submission of certificate for depositing EPFO and ESI subscriptions for last month.
30. In case **wages are paid less than the specified** or any violation of the terms and conditions of the Outsourcing Policy made for the PSA, the penalty, as deemed fit, shall be imposed on the PSA by Bank. The firm can also be **Blacklisted alongwith forfeiture of EMD/Retention Money** in case of violation of terms & conditions of the agreement. Service charges/Commission will be paid on **Monthly Basic Wages+VDA** only
31. Deduction from the **bill towards Income tax as applicable** will be made for Tax Deducted at Source (T.D.S.) and the certificate for the same will be issued to the PSA.

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CM GAD

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32. The PSA shall **comply with instructions pertaining to depositing Statutory deductions to the concerned Agencies** in stipulated time with regard to the manpower under law and as per latest State Outsourcing Policy.
33. The PSA shall submit **Monthly Certificate/Proof/Challan** for the payment of wages to the Manpower and transfer of Statutory deductions like EPF, ESI, GST etc. to the concerned Agencies as required under law.
34. The agency shall submit the **proof** in support of having **deposited the contributions under Provident Fund Act and ESI deductions** to the Bank within **three weeks** of becoming due.
35. There shall be **no contract of employment** between Bank and contractual manpower (Security/Armed Guards) for any purpose. The PSA concerned will be the employer for such manpower. Hence, such manpower will not be entitled for any claim or benefit directly or indirectly from the Bank.
36. Bank will carry out **random checks to test the reliability** of working of workforce and the Agency. In case of any deficiency, penalty, as deemed fit, can be imposed leading to the cancellation of Contract/Agreement without any notice.
37. Any publicity by the bidder in which the name **Sarva Haryana Gramin Bank** is to be used should be done only with the explicit written permission of **Sarva Haryana Gramin Bank**.
38. PSA shall alone decide and be responsible for the leave or absence of the PSA's employee and Bank shall not in any way be responsible for sanction of leave, etc., to the PSA's employees.
39. Bank shall not be responsible for any loss to the property or to persons of the PSA in the event of fire, catastrophe or civil commotion etc. if they occur.
40. The PSA should deal with any incidence/contingency/mishaps that may arise during the execution of contract.
41. PSA must ensure that its employees entrusted to provide service to Bank are aware of the Official Secrets Act 1923 and adhere to it.
42. In case of any pilferage, damage or theft, the PSA or their representative shall report the matter immediately to the authorities of the Bank and shall take up the matter with the police for lodging FIR/Proper investigation and recovery of loss. The PSA will be wholly responsible for any loss due to theft, pilferage etc. and will be make good the loss sustained by the negligence, absenteeism or dereliction of duty by their Security/Armed Guards.
43. If any act of an armed guard/security guard, whether deliberate or inadvertent, casual or negligent, being that of omission or commission causes any injury to a customer or staff or any individual or causes loss of property of Bank or of customer or of any individual, the compensation for the same in full will have to be borne by the PSA. Cases in any court will be against the PSA and the respective Security Guards only and not against the Bank.

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44. The PSA shall engage only security guards who are in good health, active, physically and medically. They should not suffering from any infectious disease. A medical fitness certificate from Registered Medical Practitioner (qualification not less than M.B.B.S) shall be furnished before engaging them on duty.
45. Consumption of any kind of intoxicant, liquor and smoking **are strictly prohibited** in Bank premises by deployed manpower.
46. The PSA shall **maintain all statutory records** in respect of manpower so deployed as required under the provisions of the law. Bank may ask the Agency any time for submission of month wise data of monthly wages paid to the workforce deployed in the Bank.
47. Agency shall get **Police verification** for the **Manpower –Security Guards/Armed Guards** to be deployed in the Bank and provide copy of same at the time of rendering services.
48. Agency will provide **PF (UAN) No. and ESI Card** to Security/Armed Guards so deployed in the Bank for checking PF amount online and avail Medical facility from ESI Dispensary.
49. **If L-1 does not accept the contract, the contract may be assigned to L-2 at the rates quoted by L-1 on the sole discretion of Bank**
50. In the event of any dispute arising between the parties on General terms & conditions of tender, the same shall be referred to Arbitration and arbitrator will be nominated by the Head of Administration of **SHGB, Head Office, Rohtak**, whose decision shall be final and binding on both the parties. However, any differences or doubt pertaining to meaning/interpretation of any phrase word used in terms or in the schedule of services, their nature and manner of rendering of such services shall be the excepted matter and be referred to the Head of Administration of **SHGB, Head Office, Rohtak**, whose decision shall be the final and binding. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification and re-enactment thereof will apply to such arbitration provided however, in all matters the venue of proceedings will be **Rohtak and only Courts at Rohtak** will have jurisdiction over the same.
51. If there is any mismatch in terms & conditions mentioned in this Tender document and that shown on GeM Portal, then the terms & conditions mentioned in this Tender document will prevail.
- 52.. The PSA will have to **abide by all terms & conditions** of the agreement.


 Chief Manager
 GAD


 Chief Manager
 I&A


 Chief Manager
 MASD


 Chief Manager
 FD


 General Manager
 (Chairman Tender Committee)





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Annexure-I

TECHNICAL BID

a) Contact details of Bidder :-

1. Name of Bidder
2. Complete Address
3. Contact No./Email Id
4. Contact Person's Name, Designation
 Along with phone number

b) Criteria/Documents required to be enclosed :-

Sr. No.	Criteria	Brief Details	Documents Required
1.	Relevant Experience	At least Three years' experience of deployment of Security/Armed Guards in Govt. Institute/Semi Govt. Institute/PSU/Limited Companies as on 31.03.2022 (attach proof)	Client Certificate Work Order/ Contract Documents
2.	Manpower	Minimum deployment of 300 Security/Armed Guards at Single institution under Govt/Semi Govt. Institute/PSU/Limited Companies as on 31.03.2022	Client Name, Client Certificate Work Order/ Contract Documents
3.	Working capital	The minimum turnover of the Bidder in the Last Three Financial Year should be at least Rs. 10.00 Crore per year.	(Attach audited P & L A/c & Balance Sheets for FY 2018-19, 2019-20 & 2020-21)
4.	Statutory obligations	a) ITRs for last three financial years ending 2020-21 duly acknowledged b) Registration under GST (attach proof) c) PAN number (attach proof) d) Valid License from Labour Department, PSARA License from state licensing authority to operate in the geographical jurisdiction of the Haryana State and all Districts falling under Haryana State (attach proof) e) Undertaking regarding no case	a) Attach Proof. b) Attach Proof. c) Attach Proof. d) Attach Proof. e) Self undertaking.

*Present
on 6/10/20*

forbid!

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		pending with any office of Govt./Semi-Govt. or Court of Law (attach proof) f) Undertaking regarding non blacklisting by any office/institute	f) Self undertaking as per enclosed format (Annexure III).
5	Registration with DGR	The bidder must be registered with Director General Resettlement (DGR)	(Attach copy of registration certificate)
6	Solvency Certificate	The bidder should have the Solvency Certificate for Rs 50,00,000/- (Rs. Fifty Lakhs Only) as on 31.03.2022.	(Attach certificate issued by CA/Bank)
7	Detail of Office in Haryana	Submit Complete postal address Telephone/ Mobile/ E-mail etc. for smooth functioning.	(Attach copy of Address Proof)
8	Restriction	PSA shall not be owned or controlled by any director or officer/employee of the bank or their relatives having the same meaning as assigned under section 2(77) of the Companies Act 2013.	(attach undertaking duly signed and stamped by the owner/s of the company/firm/proprietorship on the Letter Head)
9	Training Facility	PSA should have their own infrastructure for training their guards.	(attach address proof)
10.	Integrity Pact	The PSA should Submit INTEGRITY PACT Agreement duly filled and signed as per annexure on non-judicial stamp paper of appropriate value and submitted along with offer	(attach as per annexure-IV)

Date:

Signature

Authorised Signatory of the Agency/Firm
with Seal

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Annexure-II

Format for Financial Bid

Requirement of Security/Armed Guards with the following Details at the latest rates notified from office of Central Labour Commissioner as per Minimum Wages Act, 1948.

(In Rs. per head)

Sr. No.	Payment Detail	Percent age %	Security Guard with Arms			Security Guard without Arms		
			Area A	Area B	Area C	Area A	Area B	Area C
1.	Minimum Wages (Basic+Variable DA) Per Day	NA						
2.	Basic+Variable DA (8 hrsX26 Days)	NA						
3.	Employee Provident Fund (EPF)							
4.	Employees State Insurance (ESI)							
5.	Service Charge at percent of Sr. No. 2							
6.	Total (For 8 Hours/Guard/ Month (2 to 5))	NA						
7.	GST as Applicable							
8.	Grand Total – CTC To Bank (6+7)	NA						

Important points to remember while submitting Financial bid

1. Enclose Latest copy of Minimum Monthly Wages as notified from the office of the Central Labour Commissioner Office.
2. Service Charges should be in (%) percentage terms only upto 02 digit decimal points. Bids having Service Charges more than 02 digit decimal points shall be disqualified.

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Sarva Haryana Gramin Bank
(भारत सरकार का उपक्रम) (Govt. of India Undertaking)

प्रायोजक : पंजाब नेशनल बैंक



Sponsored by: Punjab National Bank

GAD, Head Office, SHGB House, Plot No. 1 Sector 3, Rohtak

3. Service Charges must be same for both categories of Security Guards i.e. Security Guard with arm and without arms.
4. Payment details at Serial Numbers 1 to 4 are mandatory charges and should conform to the relevant legal/statutory provisions of Central Minimum Wages in vogue.
5. Basic & VDA (Sr. No. 1) should conform to the minimum wages fixed and will be applicable as revised from time to time, by Central Labour Commissioner, Ministry of Labour & Employment, Government of India for employment of Watch & Ward Staff. Any changes in minimum wages notified by Central Labour Commissioner from time to time shall be paid by Bank. The PSA shall necessarily claim the arrear, if any by submitting the arrears bill separately immediately or within one month along with the bills of subsequent month along with the copy of notification of Central Labour Commissioner.

Date:

Signature

Authorised Signatory of the Agency/Firm
with Seal

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ANNEXURE-III

SELF-DECLARATION- NO BLACKLISTING

Date :

The General Manager
Sarva Haryana Gramin Bank
Rohtak

Dear Sir/Madam,

Ref: Tender for deployment of Security/Armed Guards at Branches/ Offices of SHGB.

In response to the Tender Document for deployment of Security/Armed Guards at Branches/ Offices of SHGB, I/ We hereby declare that presently our Company/ firm is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/Central Government/ PSU/Autonomous Body.

I/We further declare that presently our Company/ firm is not blacklisted and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/Autonomous Body on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

I/We agree that the decision of **Sarva Haryana Gramin Bank** in selection of service provider will be final and binding to me/us

Further, I/We hereby undertake to abide by all terms & conditions of the Tender.

Thanking you,

Yours faithfully,

Place:

Date:

Signatures :

Name :

Seal of the Organization:

[Handwritten signatures and initials]





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Annexure-IV

Integrity Pact Format

Pre Contract Integrity Pact

Between

This pre-bid contract Agreement (herein after called the Integrity Pact) is made on _____ day of the _____ month 20____ between Sarva Haryana Gramin Bank, a Regional Rural Bank body constituted after amalgamation through Gazette Notification dated 29.11.2013 issued by the Government of India (Banking Division), in exercise of powers conferred under RRB Act, 1976 sponsored by Punjab National Bank carrying on Banking Business and having its Head Office at Plot No. 1. Sector 3, Rohtak. 12400, (Haryana) hereinafter referred to as "The Principal" which expression shall mean and include unless the context otherwise requires, its successors in office and assigns of the First Part.

And
 M/s. _____ having its registered office
 at _____

_____ hereinafter referred to as "The Bidder/Contractor",
 expression shall mean and include unless the context otherwise requires, successors and permitted assigns of the Second part.

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for.....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 will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

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.

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 CM 4 AD

Sarva

[Signature]

[Signature]





GAD, Head Office, SHGB House, Plot No. 1 Sector 3, Rohtak

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 person.

(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 regard, 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 during any stage of bid process/contract. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

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 the 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 Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to 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 IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for 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 proposal 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.

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Handwritten signature in blue ink.





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Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

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.

f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(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 or take action as per the procedure mentioned in the "Guidelines on banning of business dealings".

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 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 transgression occurred in the last three years immediate before signing of this integrity pact with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprises or central/state government department 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 action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealing".

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[Handwritten signatures and initials]





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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 IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP.
- (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 the Bidders who do not sign this Pact or violate its provisions.

Section 7- Criminal charges against violating Bidder(s)/ Contractor(s)/Subcontractor(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 Subcontractor 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 the 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 be provided access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/ records/ information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed. 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, Sarva Haryana Gramin Bank.
- (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 Bidder(s)/ Contractor(s). The Bidder(s)/Contractor(s) 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-contractor.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(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

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date, the IEM shall inform MD & CEO, Punjab National Bank and recues 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 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, Sarva Haryana Gramin Bank 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, Sarva Haryana Gramin Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman, Sarva Haryana Gramin Bank 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 09- 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 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, Sarva Haryana Gramin Bank.

Section 10- Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the "Place of award of work".

(2) 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.

(3) Changes and supplements as well as termination notices need to be made in

Signature
CM AHD

Signature

Signature

Signature





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writing. Side agreements have not been made.

(4) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(5) 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.

(6) Issues like warranty/Guarantee etc. shall be outside the purview of IEMs.

(7) 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)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place.....

Date.....

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Prasad
CM WAD

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