



भारतीय लघु उद्योग विकास बैंक
SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA

Tender for Quarterly Cleaning Services for Bank's Residential Flats
at Delhi / NCR

TENDER IDENTIFICATION NO. : 2019/1390/NDO/PREMISES

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

Small Industries Development Bank of India (SIDBI),
Ground Floor, Videocon Tower, Jhandewalan Exn.,
New Delhi -110055
Phone **No. 011-23600949**

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TENDER NOTICE

SIDBI invites sealed tenders in two bid system from **specialized home cleaning agencies** for **FLAT CLEANING SERVICES** for its Residential Quarters located at various locations as follows:-

- I. SIDBI Officers' Flats at C-40, Inderpuri.
- II. SIDBI Officers' Flats at C-82, Inderpuri.
- III. SIDBI Staff Quarters at Divyajyoti Apartments, Sector-19, Rohini.
- IV. SIDBI Officers' Flats at Suryavihar, Gurgaon.
- V. SIDBI Officers' Flats at Ramprastha Colony, Ghaziabad &

Note: The area in addition to the above may increase or decrease & location may undergo change in future during the currency of contract, which will be advised to the successful bidder accordingly. The final payment to the successful bidder will be made proportionately with regard to increase or decrease in the scope of work and the bank's decision in this regard will be final and this will be binding on the successful bidder.

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

Envelope I: Containing Notification, DD for EMD, Tender Summary, Form of quotation, Tender documents for General terms and conditions, Tender details, Technical specifications, super scribing **"Technical Bid for Contract for Cleaning Services for Bank's Residential Flats at Delhi / NCR "**.

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

Both the sealed envelopes should be sent in a common envelope super scribing **"Tender Document for Contract for Cleaning Services for Bank's Residential Flats at Delhi / NCR"**.

and shall be sent at the above mentioned address of the office of SIDBI so as to reach **on or before 15:00 hrs of October 08, 2018**. Late tenders will not be accepted and are liable to be rejected.

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

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

Site visit can be done between September 17, 2018 to September 27, 2018 between 10.00 a.m. to 5.00 p.m.

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

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

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

Signature :

Name of the Tenderer :

Date / Place :

Seal :

Notification

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

1. SIDBI is governed by Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, Govt.
2. These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
3. If deemed fit, the Bank may procure minimum of 20% of the contract value of any goods or services from MSEs. Further, the Bank reserves the right to procure part work/services (about 4% out of above 20%) to MSEs owned by SC and ST entrepreneurs, if found suitable. Provided, these MSEs quoting price within the price band of L1 +15% & bringing down their price to L1 price, in a situation where L1 price is from someone other than a MSEs. In case of more than one such MSEs, the supply shall be shared proportionately at the discretion of the Bank.
4. Further, such MSEs would also be entitled for tender exemption from payment of earnest money deposit. In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances.
5. Agencies desirous of availing preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP/RFQ.

Tender Summary

Sl. No.	Particulars	Details
1	Nature of Work	Cleaning Services for Bank's Residential Flats at Delhi / NCR
2	Site of Work	<ol style="list-style-type: none"> 1. C-40, Inderpuri, New Delhi 2. C-82, Inderpuri, New Delhi 3. Surya Vihar Complex, Kapashera Border, Gurgaon 4. Divyajyoti Apartments, Rohini, Sect-19, New Delhi 5. Plot no. B-21,22, 80,81, &82, Ramprastha Colony, Ghaziabad.
3	Stipulated dates a. Last date and time of submission of tender document b. Site Visit c. Pre-bid Meeting d. Opening of Technical bid e. Validity of Tender	15:00 hrs, October 08, 2018 10.00 a.m. to 5.00 p.m. September 17, 2018 to September 27, 2018. 11.30 am, September 27, 2018 15:30 hrs of October 08, 2018. Financial bid shall be opened at a later date which shall be notified to eligible bidders 120 days from the date of opening of Price Bid If holiday is declared on any of the dates mentioned above, the next working day and time shall be the date for the same purpose.
4	Time period of Contract	The period of contract will be 24 months from the date as mentioned in work order.
5	Earnest Money Deposit (EMD)	Demand draft for ₹12,000/- (Rupees Twelve Thousand Only) drawn in favour of "Small Industries Development Bank of India" payable at Delhi .
6	Refund of EMD	(i) To unsuccessful Bidder: After award and acceptance of work by successful tenderer and EMD shall bear no interest. (ii) If the successful bidder fails to accept the LOI /

		sign the contract or do not provide the required performance security or expresses inability to carry out the contract or fails to start the work within stipulated time, SIDBI shall forfeit the bid security amount (EMD) of the bidder and blacklist the contractor from subsequent bidding for a period of 3 years.
7	Other Terms	The total security deposit (EMD + Retention money) amounting to 6% of the total contract value will be required to be deposited by the successful bidder within 7 days of award of contract to successful bidder. Total security deposit will be released to the agency without interest after successful completion of the contract.
8	Estimate Amount	₹ 5.57 lakh

Signature :

Name of the tenderer :

Date / Place :

Seal :

Form of Quotation

THE DEPUTY GENERAL MANAGER
ADMINISTRATION & PREMISES VERTICAL,
SIDBI, VIDEOCON TOWER, GROUND FLOOR,
E-1, RANI JHANSI ROAD, JHANDEWALAN EXTENSION,
NEW DELHI-110 055.

Dear Sir

Sub: Tenders for Contract for Cleaning Services of Bank's Residential flats at Delhi / NCR.

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

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

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

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

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

Signature :

Name of the tenderer :

Date :

Place :

Seal :

Tenders for Contract for Cleaning Services of Bank's Residential flats at Delhi / NCR.**Eligibility Criteria for Contractors**

Applications are invited from experienced and competent contractors (Delhi /NCR based / having registered branch office at Delhi) for taking up the Tenders for Contract for Housekeeping and Repair & Maintenance Service of Bank's Residential flats at Delhi / NCR subject to fulfilling following eligibility criteria :

Minimum qualifying criteria :-

1. Contractor should have minimum 3 years of experience in the field.
2. Contractor should have done at least one job of similar nature & magnitude in the last 3 years – Annual Maintenance, General Building Maintenance premises (one or more) of Ground plus 8 floors Residential building one such AMC work costing minimum ₹5 lakh per annum or two such works costing minimum ₹3 lakh to be eligible.
3. The contractor should be an income tax assessed and should have filed Income Tax return for the last 3 assessment years. Contractor to be in profit during the last three financial years.
4. The contractor should have valid GST Registration, Registration with labor department, Shops and Establishment, P.F. and ESI registration.
5. The contractor could be a sole proprietary concern / partnership firm or a company and should be registered with Registrar of Firms / Companies wherever applicable.
6. Contractor should have sufficient and competent manpower and tools & tackles to take up the work.
7. Contractor should not have been black listed by any Central / State Government / Public Sector Undertaking / Institute of Govt. of India.
8. Bank reserves the right to verify the credibility of contractor from references mentioned by the contractor in Sl. No.18 of application form of Technical Bid. In case of getting the negative feedback, Bank reserves the right to disqualify the contractor.
9. Should have **solvency of amount ₹2.00 lakh** to judge about the financial soundness of the contractor to execute the work. This will be judged as per attached Solvency certificate from the Bankers or **Income tax return filing of minimum of ₹2.00 Lakh** in immediately preceding Financial Year attached by the contractor.

In case the contractor qualifies the above criteria, his price bid will be opened.

How to apply

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

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

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

The Deputy General Manager (APV)
Small Industries Development Bank of India
VIDEOCON TOWER, GROUND FLOOR,
E-1, RANI JHANSI ROAD, JHANDEWALAN EXTENSION,
NEW DELHI-110 055)

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

(Deputy General Manager)

APPLICATION FORM**(Technical Bid to be submitted in Envelope I)**

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

(whether Company / Firm / Proprietary)
(In case of Ltd Company,
Memorandum and Articles of
Association to be to be attached)
6. Name of the Directors / Partners / Proprietor
 - 1.
 - 2.
 - 3.
7. Whether registered with the Registrar :

of Companies / Registrar of Firms. If so,
mention number and date
8. a) Name and address of Bankers
 - i) ii)
 - ii) iv)

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

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

PROFORMA – 1

PARTICULARS IN RESPECT OF WORK EXECUTED AND WORK IN PROGRESS

Sl. No.	Name of work / Project with address	Short description of work and built up area	Name, contact details & address of owner	Value of work executed	Stipulated time of completion	Actual time of completion	Name & contact no. of Organisation/ in-charge
1	2	3	4	5	6	7	8*

*Applicable for executed works

PROFORMA - 2

KEY PERSONNEL PERMANENTLY EMPLOYED

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

UNDERTAKING BY THE LABOR CONTRACTOR

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

That in the capacity of Independent labor Contractor for M/s. ----- I have complied with the provisions of all laws as applicable. I have paid the wages for the month of ----- which are not less than the minimum rates as applicable, to all my employees and no other dues are payable to any employee.

That I have covered all the eligible employees under Employees Provident Funds and Miscellaneous Provisions Act and the Employees State Insurance Act and deposited the contributions for the following months and as such no amount towards contributions whatsoever is payable.

I further declare and undertake that in case any liability pertaining to my employees is to be discharged by the M/s.----- due to my lapse. I undertake to reimburse the same M/s.----- is also authorized to deduct the same from my dues as payable.

Labor Contractor
Authorised Signatory

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA

Tender Document

**Name of Work –Contract for Cleaning Services for Bank's Residential flats
at Delhi / NCR.**

Name of the Tenderer -----

General Conditions of Contract

1. Site of work / details of SIDBI Officers/Staff Quarters

2.

3. I. No.	Location	Particulars	Built up Area (approx)
1	C-40, Inderpuri, New Delhi	6 flats (Six 2BHK with common area and basement (excluding VOF)	11452 sq.ft.
2	C-82, Inderpuri, New Delhi	5 flats (three 3 BHK + two 2 BHK) with common area and basement	6942 sq.ft.
3	Surya Vihar Complex, Kapashera Border, Gurgaon	16 Flats - 2 BHK	18080 sq.ft.
		2 Flats - 3 BHK	3,280 sq.ft.
4	Divya Jyoti Apartments, Rohini, Sect-19, New Delhi	16 Flats - 2 BHK	13187 sq.ft.
5	Plot no. B-21,22, 80,81, &82, Ramprastha Colony, Ghaziabad	20 Flats - 3 BHK	24000 sq.ft.
		Total (65 Flats)*	76941 sq. ft.

**The number of manpower and the area in addition to the above may increase or decrease & location may undergo change in future during the currency of contract, which will be advised to the successful bidder accordingly. The final payment to the successful bidder will be made proportionately with regard to increase or decrease in the scope of work and the bank's decision in this regard will be final and this will be binding on the successful bidder.*

2. Scope :

The Bank is having its own flats as detailed above.

When given the service order, the agency should complete the following broad scope of cleaning work in the flats periodically to the satisfaction of the occupant officer/staff :

- i. Floor Sterilization : Wet and dry mopping of complete premises (including balconies area with railing/ parapets etc).
- ii. Kitchen Cleaning : Wipe and disinfect all exterior fittings like utensil stand, electrical fixtures. Clean sink, kitchen platform and closets (including the shelves/shutters below the kitchen platform & overhead storage).The agency shall remove utensils & keep it back at the same place without any damages. Any damages shall attract appropriate monetary recovery.
- iii. Toilet Cleaning – Cleaning, Disinfecting, Polishing of plumbing fittings, Sanitizing of Bathrooms and Toilets (including toilet flooring & wall tiles, WC, Wash basin, Nahani trap, toilet accessories i.e. medical chest, Geyser, CP fittings, louvered window along with mosquito jali etc).

- iv. Cleaning of all Doors & Windows (including iron grills, glass panes, Mosquito net, pelmet). Vacuum cleaner may be used to clean the small and inaccessible areas like window glass channels/tracks etc.
- v. Cleaning of all electrical fixtures i.e. tubes / fans / switchboards / exhaust fans / CFLs /fancy lights if any.
- vi. Cobweb removal throughout the house.
- vii. Furniture Cleaning -Cleaning of Cabinets externally. Dry dusting of furniture in the house (only the furniture owned by the Bank, if any).
- viii. Cleaning of overhead water tanks with liquid soap solution.

Note: The agency shall use its own cleaning material and equipments for cleaning the house.

- ix. If any clarification is required by the bidder, the same can be discussed during pre-bid meeting to be held on _____, 2018 at 03.00 pm at the above address.
- x. Tenderers are advised to go through the tender document carefully as well as visit the Bank's Officers/ Staff Quarters and get themselves acquainted with the condition of flats / site before submission of their tender
- xi. Bidders are advised to pay Earnest Money Deposit (EMD) of ₹.50,000/- by Demand Draft drawn in favour of SIDBI payable at Mumbai along with the tender without which the Bid will not be accepted. EMD will not bear any interest.
- xii. EMD will be forfeited in the event of any refusal or delay on the part of the successful bidder to sign and execute the contract on acceptance of his tender. EMDs of unsuccessful bidders will be refunded within 60 days from the date of opening of commercial bids. EMD of successful bidder will be retained as security deposit and will be refunded after the completion of contract or after submission of Bank Guarantee
- xiii. Last date for submission of completed tender documents is **upto 15:00 hrs on _____, 2018.** Bids will be opened at **15:30 hrs on _____, 2018** in the presence of bidders who chose to be present. If holiday is declared on any of the dates mentioned above, the next working day and time shall be the date for the same purpose.
- xiv. The offers submitted shall be valid for a period of 120 days (i.e. 04 months) from the last date for submission of tender (i.e. _____, 2018).
- xv. SIDBI reserves the right to reject any / all tenders without assigning any reason thereof.
- xvi. Tenders received late account of any reasons or by courier/post will not be entertained.

*Signature & Stamp of
the Agency*

Other Instructions :

- All the cleaning should be **mechanized** (like dry & wet vacuum cleaner, pressure pump with scrubbing accessories, air blower etc as per the requirement). However, the agency may opt for manual cleaning in the areas where mechanized cleaning is not feasible.
- The agency should engage not less than 3 nos personnel for cleaning of a flat.
- The agency shall use its own cleaning material and equipment's of good quality for cleaning the house.

4. Period of Contract

The contract shall be valid for a period of **24 months** commencing from the date of award of contract. However, Bank reserves its right to review the performance and terminate the same before completion of the said period in case the performance is not satisfactory. **The contract shall remain effective normally for one year. However, SIDBI reserves the right to extend the contract for another year after completion of Two year (i.e., 24 months) depending on satisfactory performance of the Agency.**

In case of termination due to poor performance, indecent behaviour, the Bank may forfeit the EMD/ISD.

5. Performance Guarantee

- a. Earnest Money Deposit (EMD) for the work is ₹12,000/- (**Rupees Twelve Thousand Only**).
- b. The EMD of successful Agency shall be returned on submission of Performance Bank Guarantee as follows. The Performance Bank Guarantee (BG) shall be 5% of contract value per year as security deposit. No charges shall be payable on this account. The BG should be in the format approved by the Bank (as per Annexure-I) and should be kept valid for a period of 24 months with a claim period of 6 months. **No payment shall be released till the BG is submitted.** The Bank Guarantee (BG) shall be encashed in case Agency fails to perform his duties satisfactory.

6. Frequency of Cleaning of Flats

The Agency shall clean all the flats on quarterly basis and get the worksheet duly verified (signed) by respective occupant/caretaker. Records of cleaning of flats to be maintained and submitted to the Bank in every quarter.

7. Compensation towards non-attentiveness

Agency shall maintain a proper Record / Register indicating reasons for not attending/completing the cleaning work as per scheduled time cycle, failing which appropriate compensation shall be recovered. The expected period of completion of the cleaning works as per scheduled time cycle and the amount of deduction beyond that period for pending works will be as under :-

<u>Work</u>	<u>Frequency</u>	<u>Days of Delay</u>	<u>Compensation for delay</u>
Quarterly Cleaning in all flats	Once in every 3 months	7 days	100/- per flat
		15 days	200/- per flat
		30 days	500/- per flat
		More than 30 days	Rs 500 + Rs 50 per day for no. of days exceeding 30

- For Misbehaviours' by the staff engaged by the Agency to Bank employee or visitors
@ ` 1,000/- per incident
- Recurring of irregularities given above will attract Double the penalties amount mentioned

Note:

- The compensation / deductions as indicated above is a minimum and can be increased at the discretion of the Bank if there is no improvement in the performance. The Bank on its own discretion may also cap the total penalty upto 10% of the contract value.
- Deputy General Manager (Administration and Premises Vertical) shall be the final authority for decision in such matters which cannot be challenged.
- All the items and consumables shall be agency's responsibility.

It is, therefore, essential that agency should maintain a sufficient stock of frequently used materials at site and keep proper inventory / records.

- In case of emergency/urgency of work, no extra payment will be made for working on odd hours.**

- v. All necessary tools and cleaning materials for attending the cleaning work in flats shall be provided by the agency to its staff.
- vi. A register of cleanings shall be maintained by the agency at all the locations.
- vii. The agency shall follow the prescribed formats / procedures for receiving complaints, preparation of bills etc., as stipulated by the Bank from time to time.

8. Place of Work and Visit to Site

Intending tenderer shall visit the staff Quarters and make himself thoroughly acquainted with local site conditions, nature and requirement of work, conditions, and make arrangement of labour and material, etc. as required & indicated before quoting for the tender.

9. Consumables

Agency shall use materials of standard quality (with the prior approval of SIDBI) for cleaning. No payments towards conveyance, labour shall be made.

10. Rates, Taxes and Duties

All the rates furnished in the tender shall be inclusive of all labour and material including all duties, royalties, GST or any other taxes or local charges, if applicable. No extra claim on this account will in any case be entertained. New taxes and increase in existing tax if any, after award of work shall be paid on production of specific proof/ receipt/ challan etc. Applicable GST will be paid by the Bank.

11. Personnel engaged by the agency

- I. Necessary grooming should be done to the staff before carrying out the work at site. **The agency shall also comply with the provisions of all labour regulations.**
- II. Personnel engaged by the agency should be smart intelligent and with good bearings and the responsibility of the discipline will be that of the Agency.
- III. All the persons engaged should have good moral character and antecedent verification should be got done from the concerned authority by the Agency and made available to SIDBI. No criminal case be pending against any of the persons engaged by the agency.

- IV. Only able bodied, physically fit, well trained, disciplined and honest personnel not below the age of 18 years and not above 45 years shall be deployed for performing the cleaning duties by the agency.
- V. The manpower engaged by the Agency at the SIDBI's premises may be screened by SIDBI. The manpower engaged by the agency while working on the quarters will always wear **uniform & identity cards** issued by the Agency for verification.
- VI. SIDBI shall have the right to accept / replace any person without assigning any reason whatsoever and the substitute shall have to be provided by the agency immediately. **This is not a labour/manpower contract but a rate contract.** The contract is for specified nature of work for the scope of work mentioned in this document.
- VII. Any indecent behaviour / suspicious activities of the Staff employed shall be viewed seriously and a suitable penalty shall be imposed on the Agency.
- VIII. Agency shall be solely responsible for the credentials / acts of its staff / workers. Agency is required to make timely payment to his staff including to various statutory authorities.

12. The Agency shall follow and adhere to all Statutory Laws and rules of Government and other authorities. The Agency shall keep SIDBI indemnified against claims, if any, of the workmen and all costs and expenses as may be incurred by the SIDBI in connection with any claim that may be made by any workmen. The Agency shall also execute an indemnity bond, in the approved format, in this regard.

13. Insurance

The Agency shall keep SIDBI, its servants or agents indemnified against claims, actions or proceedings brought or instituted against SIDBI, its servants or agents by any of Agency's employees or any other third party in connection with relating to or arising out of the performance of the services under the agreement. The Agency is also required to obtain the third party insurance for each incident as given in the next page :-

- a. Personal injury - ` **2.00 lakhs**
- b. Property Damage - ` **2.00 lakhs**
- c. Death/Disability - ` **5.00 lakhs**

Besides covering all employees of Agency should be covered under ESIC scheme.

If Agency fails to comply with the above provisions, SIDBI reserves its right to deduct suitable amount from the Agency's payment and pay the insurance company.

- 14.** The Bank shall not be bound to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons thereof. **The Bank also reserves the right to distribute the work between L-1 & L-2 bidders in a ratio of 70:30 or location wise (at the discretion of Bank) at the rates quoted by L-1 if the L-2 bidder submits his acceptance.**
- 15.** Bidder shall quote his rates for all items of work described in the price bid. (Rate per flat in each residential complex).
- 16.** The Agency has to co-ordinate with the occupants as also caretakers of the Bank for taking appointments from the occupants. It will be the agency's responsibility to manage the work/appointments fully.

17. Termination of Contract

If the Agency fails to perform any of the obligations under this contract or if the Bank is dissatisfied with the services, the Bank may terminate the services of the Agency by giving a 30 days notice in that regard. Bank should not be held liable for any cost, damage, expenses or any loss whatsoever that the Agency may suffer on being served with the notice and termination of contract. However, the Agency is required to give 3 month's notice in case he do not want to continue the contract. In this case, Bank shall forfeit the security deposit and shall award the contract to new agency.

17. Payment

The bill shall be prepared by the Agency in the form prescribed on quarterly basis and will be settled by SIDBI within 10 working days. The complete bill, in proper form, must be duly accompanied by details of work carried out in that quarter and must show deduction for all previous payment. Worksheet/Service Reports for cleaning of flats should be submitted along with the bills, duly signed by the flat occupants and caretakers.

18. Safety Management

The Agency shall initiate and maintain safety management programme to protect its employees from hazards through procedures, practices and regular inspection of the work areas, materials, equipment, information and training necessary for safe work performance

19. Compliance with all Statutory requirements

The Agency shall comply with all statutory requirements prescribed by the local as well as central government authorities from time to time. The Agency shall produce all the relevant statutory documents for inspection by SIDBI and the government authorities.

20. Subletting the work

The Agency cannot sublet the work without the prior permission of SIDBI. However, if it has to depute specialized agencies for the particular work. It shall be entirely Agency's responsibility to pay such agencies on time without any implication on the work.

21. Single point Contact

The Agency should provide a single point of contact who will coordinate with the Bank and his staff and arrange to attend the services/complaints promptly/timely.

22. Cleaning Material/ Equipments, etc.

The Agency has to bear the cost of all the cleaning materials/equipment's, stationery etc. required for proper execution of the work. If found using SIDBI's material, bank may recover an appropriate amount from the Agency's bills. All cleaning materials to be used should be environment friendly and should not damage the floor, fittings, fixtures, tiles, etc. in the flat.

Note: The required quantities of cleaning material and aids for the quarter shall be procured and can be stored in the store room (on the agency's own risk) and issue to the staff as and when required. Computerized records shall be maintained which shall be open to inspection by Bank during working hours.

23. The Agency shall also be bound to discharge obligations as provided under various statutory enactments including the Employee's Provident Fund & Miscellaneous Act, 1952, Employees Pension Scheme, 1995, ESI Act 1948, Contract Labour (Regulation and abolition) Act, 1970, Minimum Wages Act 1948, Payment of Wages Act 1936, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Workmen's Compensation Act 1923, Works Contract Act, 1999 and other relevant Acts, Rules and Regulations in force and as amended from time to time and are in force in the Central Govt. where the scope of supply under this Contract are executed. Also, the Agency shall ensure that its employee(s) / labourers refrain from smoking / consuming alcohol and other intoxicant substance or carrying any inflammable substances etc., inside the premises, while on duty. The Agency shall engage only such workers, whose antecedents

have been thoroughly verified, including character and police verification and other formalities. Staff deployed by the Agency shall perform their duties at the premises of Bank with due diligence and take all precautions to avoid any loss or damage to the property / person.

Note

1. This is a Rate Contract and not a Manpower Supply Contract and hence the payments would be made on the basis of actual work done (no. of flats cleaned) by the Agency at the agreed rates.

2. No other payment shall be made for doing the works described in scope and schedule of work. No escalation on quoted rates shall be paid.

3. Non completion of any activity shall attract a levy of compensation @ 150% of the value quoted by the Agency or actual value incurred by the Bank whichever is more.

4. All required tools and materials for cleaning etc. shall be arranged in sufficient quantity by Agency at his own cost.

5. The Agency shall be solely responsible for protection of his material as well as the material handed over by the Bank.

6. The Agency shall be solely responsible for protection of Bank's property.

7. The Agency cannot sublet any part work without prior permission of the bank.

8. The Agency is responsible for making timely payment to his employees / sub Agency's. Else the Bank reserves its right to pay the same and recover it from Agency's payment, in case need arises.

9. Materials will be supplied by the Agency, or will be charged at cost.

Signature & Stamp of the Agency

ARTICLE OF AGREEMENT

ARTICLE OF AGREEMENT made at New Delhi on this __ day of __ 2018 between Small Industries Development Bank of India, a corporation established under the Small Industries Development Bank of India Act, 1989 (39 of 1989) and having its Head Office at 15, Ashok Marg, New Delhi / NCR and having its local office at Videocon Tower, Ground Floor, Jhandewalan Extension, New Delhi -110055 (hereinafter called the Bank) of One Part And " _____ " a __ within the meaning of the __ and having its Registered Office at _____ [hereinafter called the Cleaning Services Services (CONTRACTOR)], the Other Part / Second Part.

Whereas the Bank is desirous of awarding the job of Cleaning Services Services for the Bank's Residential Premises at Delhi / NCR. (hereinafter referred to as the premises and more precisely described in the Tender Documents) under Cleaning Services Services (CONTRACTOR) Contract. The services include Cleaning and any other similar systems and services for the Bank's office premises. The details of services and scope of work / services are given in Tender Document and Addendum which forms part of the Agreement and the Tender Document and Addendum for the sake of brevity will be referred to as the " Contract Document " in these presents.

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

NOW IT IS HEREBY AGREED AS FOLLOWS:-

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

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

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

3. The Contractor shall arrange every reasonable facility and carry out all works relating to the maintenance of various services in the manner laid in the contract documents till the completion of the contract.

4. This contract is neither a fixed Lump Sum contract nor a Piece work contract. But is a contract for manning, housekeeping and maintenance of the Office premises and its services / facilities and to be paid for proportionately according to the actual service performed.
5. The Bank reserves the right of altering the scope of work and nature of the work by adding to or omitting any items of work or having portion of the same carried out through other agency without prejudice to this contract. The contractor will only be paid for the actual service performed and work done payable at the accepted unit rates.
6. The parties hereto shall abide by, submit themselves to the conditions and perform the task as per the agreement on their parts respectively in such conditions contained.
7. This agreement and the documents mentioned herein shall form the basis of the contract. The provisions contained herein shall be read in conjunction with the provisions of the said documents.
8. The Contractor hereby agree and declare that
 - a) The quoted cost / rates as indicated above includes day to day repair, cleaning, maintenance and other similar services etc. as detailed out in the contract document and shall be inclusive of all labour and material including all duties, royalties GST or any other taxes or local charges. No extra claim on this account will be entertained. However, Labour charges for the housekeeping and maintenance works (beyond scope of work) will be paid extra to the Contractor as explained in the tender.
 - b) Register for daily visits of maintenance staff to the office / residential premises shall be maintained at main gate or at the appropriate places as decided from time to time by the Bank.
 - c) The contractor shall liaison with the municipal / statutory authorities for compliance of statutory requirements and produce all the relevant statutory documents for inspection by the Bank and Government Authorities.
9. If the Bank is not satisfied for the services rendered by the contractor, recovery will be made by the Bank for not carrying out the job stipulated within reasonable period as per the terms and conditions of the contract document.
10. The contractor, as per the terms of the contract, agrees and declares that number of full time / part time skilled / unskilled workers to be employed by the contractor shall be strictly adhered to so as to perform the work satisfactorily during the entire period of the contract. In case, additional resources are required for satisfactory performance of the job, the same shall be employed by the Contractor at its own cost and no additional payment shall be made by the Bank.
11. Both parties hereby agree that timely performance of the contractual obligation shall be considered as the essence of the contract and the contractor hereby agrees to perform the job to the satisfaction of the Bank during the stipulated contract period within reasonable time.

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

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

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

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

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

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

17A. The Contractor shall maintain a proper record / register indicating reason for not attending to any particular complaint within time schedule and

also for non-completion of routine activities, failing which appropriate compensation as indicated in contract document shall be recovered.

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

18. The contractor cannot sublet the work without the prior permission of the Bank. However, he may be required to depute specialised agencies for a particular work, approval of which may be sought from the Bank before appointing. It shall be entirely contractor's responsibility to pay timely such agencies without any implication on the work.

19. Conduct of its worker

The contractor and his workers shall maintain necessary decorum / discipline while carrying out the work. Any indecent behavior shall not be tolerated and stern action for the same shall be initiated against the contractor / his staff.

20. All disputes and differences of any kind whatsoever arising out of or in connection with the contract whether during or after completion of contract shall be deemed to have arisen at Delhi and only court in Delhi shall have jurisdiction to determine the same.

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

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

in the presence of

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

Shri Tulsi Das, Manager, SIDBI, New Delhi Office

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

In the presence of

i)

ii)

.....

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

PERFORMANCE BANK GUARANTEE

1. Small Industries Development Bank of India (hereinafter called as "SIDBI") have entered into Agreement / Contract / Order-_____ (hereinafter called "the said Agreement / the said Order"), with _____, M/s. _____(hereinafter called "the said Contractor / Supplier(s)"), for Flat Cleaning Services contract for Bank's office / residential premises at New Delhi / NCR (indicate the scope of supply).
2. Where as under the terms of the said Agreement / Contract / Order, the contractor / Supplier is required to furnish a Performance Bank Guarantee for Flat Cleaning Services contract for SIDBI Office and residential premises at New Delhi / NCR (indicate the amount in Rs. / foreign currency) Rs.____/- (Rupees _____ Only) towards the due fulfilment of the terms and conditions during the agreed time period or extension thereof, and also satisfactory performance of the items supplied to SIDBI during warranty period as per the warranty terms stipulated in the Agreement / Contract / Order.
3. Accordingly we, Bank Name New Delhi / NCR (hereinafter referred to as "the Bank") at the request of _____ (Contractor / Supplier(s)) do hereby undertake to pay to SIDBI an amount not exceeding Rs.____/- (Rupees _____ Only) on the failure of Contractor / Supplier in performance of their obligations as per the terms and conditions of the Agreement / Contract / Order including the satisfactory performance of the item during warranty period as per the warranty terms stipulated in the Agreement / Contract / Order.
4. We, Bank Name New Delhi / NCR do hereby unreservedly, irrevocably undertake to pay forthwith the amounts due and payable under this guarantee without any demur, merely on demand from SIDBI stating that the amount claimed is due by way of non performance / unsatisfactory performance by the contractor with respect to the terms and conditions of the Agreement / Contract / Order including failure in satisfactory performance of the items supplied / services rendered under the warranty terms stipulated

in the Agreement / Contract / Order. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____/- (Rupees _____ Only).

5. We undertake to pay to SIDBI an amount not exceeding Rs. _____/- (Rupees _____ Only) so demanded notwithstanding any dispute or disputes raised by the contractor(s) / supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this guarantee being absolute and unequivocal.
6. We, Bank Name New Delhi / NCR further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement / Contract / Order and that it shall continue to be enforceable till all the dues of SIDBI under or by virtue of the said Agreement / Contract / Order have been fully paid and its claims satisfied or discharged till SIDBI certifies that the terms and conditions of the said Agreement / Contract / Order have been fully and properly carried out by the said Contractor / supplier(s) and accordingly discharges this guarantee.
7. We, Bank Name New Delhi / NCR further agree with SIDBI that SIDBI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor / Supplier(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by SIDBI against the said Contractor / Supplier(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement / Contract / Order and we shall not be relieved from our liability by reason of any such variation, of extension being granted to the said Contractor / Supplier(s) or for any forbearance, act or omission on the part of SIDBI to the said Contractor / Supplier(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
8. We, Bank Name New Delhi / NCR lastly undertake not to revoke this guarantee during its currency except with the previous consent of SIDBI in

writing and agree that any change in the constitution of the said Contractor(s) / Supplier(s) or the said Bank shall not discharge the Bank of its liability under this deed.

9. The validity of Bank Guarantee shall be up to _____ (at least 6 months from 2 years of date of issue) and such date shall cover the period of warranty of all the supplies and also the period of defect liability / warranty period for last batch of supplies.

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN ABOVE

1. Our Liability under this Guarantee shall not exceed Rs. _____/- (Rupees _____ Only).
2. This Bank Guarantee shall be valid up to (at least 6 months from 2 years of date of issue).
3. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and if you serve upon us a written claim or demand on or before (at least 6 months from 2 years of date of issue).
4. We shall be released and discharged from all liabilities hereunder unless a written claim for payment under this guarantee is lodged on us on before (at least 6 months from 2 years of date of issue) irrespective of whether or not the original guarantee is returned to us.

ADOPTION OF INTEGRITY PACT & INDEPENDENT EXTERNAL MONITORING

As per the directives of the Central Vigilance Commission(CVC), New Delhi, the SIDBI is bound to Implement a concept called Integrity Pact(IP) in respect of all major procurements, which essentially envisages an agreement between the prospective vendors/ bidders(i.e. Contractors) and the buyer(i.e. SIDBI) committing the persons/ officials of both the parties not to exercise any corrupt influence on any aspect of the contract. The IP envisages a panel of Independent External Monitors, who would review independently and objectively, whether and to what extent parties have complied with their obligations under IP.

CVC has appointed Independent External Monitor (IEM) details as below:-

Shri. Ashok Sinha, (IAS ret'd.)
13 Yayati, Sect-58A, Nerul (West),
Palm Beach Road,
Navi-Mumbai 400706
Mob : 9821844044 e-mail : asinha51@gmail.com

The Salient feature of the Pact is given as under:

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

Enabling the BUYER to obtain the desired quality of work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

The parties also agree as follows:

Commitments of the BUYER

1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
 2. The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to

be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and during such a period 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.

PRE CONTRACT INTEGRITY PACT

(RfPNo : _____/APV/ND0/PREMISES

dated September , 2018)

(TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER)

General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____ place___ on ---- day of the month of -----, -----(Year) between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and having its local office at Videocon Tower, Ground Floor, E-1, Rani Jhansi Marg, Jhandewalan Extension, New Delhi -110055 (hereinafter called the "BUYER"/SIDBI, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and

M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to issue RfP for 'Tenders for Contract quarterly Cleaning Services of Residential / Office Premises at New Delhi / NCR.' and the BIDDER/Seller is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company/public company/ Government undertaking/ partnership/ proprietorship / registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a corporation set up under an Act of Parliament.

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said services/stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2. The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any

pre-contract or post-contact stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following : -

a. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe , gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

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

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

3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents,

brokers or any other intermediaries in connection with contract and the details of services agreed upon for such payments.

- 3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.
The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.
- 3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- 4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1. While submitting commercial bid, the BIDDER shall deposit an amount of (as specified in RfP) as Earnest Money/ Performance Guarantee/ Security Deposit, with the BUYER through any of the following instruments.
 - (i) Bank Draft or a Pay Order in favour of Small Industries Development Bank of India.
 - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (as specified in the RFP)

- 5.2. The Earnest Money/Security Deposit shall be valid for a period of 24 months with a claim period of 6 months to the complete satisfaction of both the buyer and bidder, including the warranty period, whichever is later.
- 5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

- 6.1. Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required :-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
 - (ii) The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
 - (iv) To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2. The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3. The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

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

8. Independent Monitors

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Please refer to tender document for details.

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

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

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

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

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

8.7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings

8.8 The Monitor will submit a written report to the designed Authority of the BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination. A person signing integrity pact shall not approach the courts while representing the matters to IEM and he/she will wait their/his decision in the matter.

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

- 12.1.** The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later in case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2.** Should one or several provisions of the Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

- 13.** This pact shall be deemed as part of the contract that may be entered into pursuant to this RfP. The parties hereby sign this integrity Pact, at ____ on ____

BUYER
Name of the Officer
Designation
SIDBI
Witness

BIDDER
Chief Executive Officer

Witness

1. _____

2. _____

1. _____

2. _____

Provisions of these clauses would need to be amended / deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.
