



भारतीय लघु उद्योग विकास बैंक
SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA

TENDER DOCUMENTS
FOR SECURITY ARRANGEMENTS CONTRACT
AT
SIDBI MSME INTERNATIONAL TRAINING INSTITUTE (SITI) BHUBANESWAR
PART-I (Technical)

The Chief General Manager [SITI],
Small Industries Development Bank of India
Plot No. L-3, SITI Building, Adjacent to Loyola School,
Jaydev Vihar, Bhubaneswar
ODISHA - 751 013
Phone No. 0674-2304100

Tender No.	Tender No. 2020/1504/SITI/ADMIN dated October 04, 2019
Tender issue Date	October 04,, 2019
Last Date for bid Submission	November 01, 2019 [15:00 hrs]
Date of opening of technical bid	November 01, 2019, 2019 [15:30 hrs]
Earnest Money Deposit	₹ 50,000/-

Note:

1. SIDBI reserves the right to change dates without assigning any reasons thereof. Intimation of the same shall be notified on the Bank's website
2. This proposal document is not transferable.
3. If a holiday is declared on the dates mentioned above, the proposals shall be received / opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.

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**Invitation to Bid for Security Arrangement at
SIDBI MSME International Training Institute (SITI), Bhubaneswar**

1. Introduction and Requirement:

Small Industries Development Bank of India (SIDBI) is an all India Financial Institution catering to the financial needs of Micro, Small and Medium Enterprises. It has its Head Office at Lucknow. It has set up the captioned training institute at Bhubaneswar to cater to the training needs of its staff and other stakeholders.

SIDBI invites sealed offers in two bid systems from reputed security agencies interested in providing security arrangement in the captioned institute of SIDBI located at Plot No.L-3, SITI Building, Near Loyola School, Jaydev Vihar, Bhubaneswar - 751 013. There are three class rooms with aggregate seating capacity of about 80, one conference room, one dining room, 22 guest rooms (third and fourth floors) of about 250 sq.ft. each, library, Director's cabin, faculty rooms, kitchen, office area, etc. The institute has basement and G+4 floors with total constructed area of 37,150 sq.ft. surrounded by inside lawn and outside greenery. The requirement of the contract would be primarily as under:

No of Guards	Arrangement
9	Three Security Guards including one Armed Guard (Only Ex-service men) from registered Ex-Servicemen organization, each for a shift of 8 hrs on three shift basis per day (i.e., round the clock)

The minimum criteria along with terms and conditions are furnished in the **Annexure II** and **Appendix to Annexure II**, respectively. The same are also available in the office of SIDBI at Plot No. L-3, SITI Building, Adjacent to Loyola School, Bhubaneswar between 09.30 hrs to 17.30 hrs on any working day (except Saturday, Sunday & Holidays) from **October 04, 2019**.

2. Bidding Information:

Purpose	Selection of "Security Agency" for providing Security Arrangement at SIDBI MSME International Training Institute (SITI), Bhubaneswar
Earnest Money Deposit (EMD)	<i>₹50,000/- [to be submitted in the form of Demand Draft(DD)/ Pay Order (PO) / Bank Guarantee (BG) drawn on / from any scheduled commercial bank in favour of SIDBI MSME INTERNATIONAL TRAINING INSTITUTE , BHUBANESWAR payable at Bhubaneswar along with Technical Bid].</i>
Last Date of Submission of Bids.	November 01, , 2019 by 15:00 hrs
Clarifications.	Clarifications, if any, may be asked in writing through E-Mail not later than October 25, 2019 by 16:00 hrs on mail ids. priyamba@sidbi.in & manisha@sidbi.in

Bid Validity	03 months from the date of the opening of price bids.			
Address for submission of Bids	The Chief General Manager SIDBI MSME International Training Institute Plot No.L-3, SITI Building, Adjacent to Loyola School Jaydev Vihar, Bhubaneswar - 751013 Ph:0674-2304100			
No. of Envelopes (Non window, sealed)	02 (Two), Non-window sealed with : 1st Envelope : (Superscribing " Offer for Security Arrangement at SIDBI MSME International Training Institute (SITI), Bhubaneswar ", Tender No.2020/1504/SITI/ADMIN - Technical Bid ") containing : 1. Forwarding letter as per format given in Annexure VI . 2. Demand Draft /Pay Order/Bank Guarantee towards Earnest Money Deposit (EMD) for ` 50,000/- [on/from scheduled commercial bank] 3. Technical Bid details as per format given in Annexure III . In case the same is not submitted, the technical bid would not qualify for further evaluation. 4. Bank Mandate Form as per format given in Annexure VII . 2nd Envelope: (Superscribing " Offer for Security Arrangement at SIDBI MSME International Training Institute (SITI), Bhubaneswar " - Tender No 2020/1504/SITI/ADMIN dated October 04, , 2019 - Price Bid ") containing price bid as per format given in Annexure IV .			
Date of opening of Technical Bids	November 01, 2019 at 15:30 hrs.			
Date and time of opening of Price Bids	Price bids would be opened at a later date which would be notified only to the short listed bidders qualifying through technical evaluation.			
Contact Details				
Name (S/Shri)	Designation	Phone	Mobile	E-mail
Ms. Priyambada Sethi	Manager	0674 - 2304100	8527832106	priyamba@sidbi.in
Ms. Manisha Choudhury	Manager	0674 - 2304100	9582730990	manisha@sidbi.in

3. INSTRUCTIONS TO SECURITY AGENCIES:

- 3.1. Security Agencies are advised to study the tender document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- 3.2. Any clarification to be sought by the Security Agencies should be done on or before the stipulated date.

- 3.3. At any time prior to the deadline for submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.
- 3.4. Amendment, if any, shall be hosted on SIDBI Website (www.sidbi.in) and Government of India's Central Public Procurement Portal (CPPP) website.
- 3.5. In order to allow prospective Security Agencies reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.
- 3.6. In case of any clarification required by SIDBI to assist in the examination, evaluation and comparison of bids, SIDBI may, at its discretion, ask the Security Agencies for clarification. The response / clarification shall be in writing and no change in the price of substance of the bid shall be sought, offered or permitted.
- 3.7. It would be the responsibility of the Security Agency's representative (only one person per Security Agency) to be present at the venue of opening of Bids along with requisite Letter of Authority.
- 3.8. The envelopes should clearly indicate the Name and Address of the Security Agency. All pages of the bid are to be signed and numbered as Page - (page) of - (total pages) and the page numbers should be running across the complete bid document and not section wise.
- 3.9. The Security Agency shall bear all the costs associated with the preparation and submission of the bid and SIDBI will in no case be responsible or liable for those costs, regardless of the conduct or the outcome of the tendering process.
- 3.10. Deviations, if any, to the terms of the tender document should be annexed separately to the Technical bid.
- 3.11. Bid Validity: The period of bid validity shall be binding on the Security Agency, as SIDBI may award the contract at any stage on or before the expiry of the bid validity date. SIDBI, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.
- 3.12. Modification And / Or Withdrawal of Bids: Bids once submitted will be treated, as final and no further correspondence in this regard will be entertained. No Security Agency shall be allowed to withdraw the bid. SIDBI has the right to reject any or all the bids received without assigning any reason whatsoever. Conditional bids shall be summarily rejected. SIDBI shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

4. Tender Methodology, Bid Evaluation & Award of Contract:

- 4.1. The tender methodology proposed to be adopted by SIDBI will be "TWO Bid System", i.e., Technical Bid and Price Bid.

- 4.2. Bid evaluation shall be done in two phases. In first phase only the 1st envelope will be opened on the date mentioned above. Representatives of the Security Agency may like to be present during this bid opening. Evaluation of Technical Bids shall be done with respect to terms and conditions defined in the tender. Based on the technical evaluation, Security Agencies will be short listed for opening of the Price Bids.
- 4.3. In second phase, 2nd envelope containing price bids of the Security Agency short listed in the first phase shall be opened. Security Agency representatives may like to be present during Price bid opening. Date and time of opening of the price bids shall be advised only to the Security Agency shortlisted in the first phase of technical evaluation, through email.
- 4.4. Accepting of application by the Bank would not guarantee the award of contract. The Bank reserves the right to accept or reject any or all applications without assigning any reason whatsoever.
- 4.5. The consolidated rate should be quoted inclusive of all taxes. The consolidated rate would be considered for the purposes of comparison.
- 4.6. SIDBI will award the contract to the successful Security Agency whose bid has been determined to be **substantially responsive** and has been determined as the Lowest (L1) price bid.
- 4.7. The Bank, on the request of the Security Agency may furnish the reasons for rejecting tender.

Annexure II

Terms and Conditions

1. DEFINITIONS:

1. **In this Contract, the following terms shall be interpreted as indicated below:**

- 1.1. The "Bank " means Small Industries Development Bank of India (SIDBI);
- 1.2. The "Security Agency" means the individual or partnership firm or LLP or company supplying or intending to provide the Security Arrangement Services as indicated under Sr. No.1 (i.,e., Introduction & Requirement);
- 1.3. The "Contract" means the agreement entered into between the Bank, represented by its authorised representative and the Security Agency represented by its authorised representative as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 1.4. The "Contract Price" means the price payable to the Security Agency under the Contract for the full and proper performance of its contractual obligations;
- 1.5. "TCC" means the Terms and Conditions of Contract contained in this section;
- 1.6. The "Site" means the office of SIDBI at SIDBI MSME International Training Institute (SITI), Plot L-3, SITI Building, Adjacent to Loyola School, Jaydev Vihar, Bhubaneswar - 751 013

2. Minimum Eligibility Criteria / Technical Bid:

- 2.1 The Security Agency should be a proprietorship concern or partnership firm or LLP or a corporate body registered under Companies Act. **[Attach copy of registration certificate].**
- 2.2 The Security Agency should have minimum 05 years' experience in providing security services to reputed organisations like All India Financial institutions, Public Sector Banks / Undertakings and Large Private Sector Companies. **[Attach copy of work orders or letter of empanelment]**.
- 2.3 The Security Agency should have achieved annual sales turnover of ` 200 Lakh in any of the last three assessment years i.e., AY 2017-18, AY 2018-19 and AY 2019-20 from security services and average turnover of ` 100 lakh during the last three financial years **[Attach copy for the relevant FY]**.
- 2.4 The Security Agency should be registered with the Labour and Central & Excise Department(s) of State/ Central Government including under the Private Security Regulations Act (PSRA) of **(Odisha)** as applicable **[Attach copy of registrations]**.

- 2.5 The Security Agency should be an Income-tax assessee having filed its Income tax return for the Assessment Years, i.e. AY 2017-18, AY 2018-19 and AY 2019-20 **[Attach copy of PAN and copies of return filed during the above assessment years]. In case the Security Agency is exempted from paying income tax, the exemption certificate received from IT Department may be enclosed.**
- 2.6 The guards to be posted for security services for the properties of the Bank should not be less than 35 years and not more than 55 years.
- 2.7 The Security Agency should have more than 200 security guards including minimum 100 of Ex-Service men employed as security guards continuously for the last 05 years.
- 2.8 The Security Guards employed by the Agency should possess **minimum good** Character Certificate at the time of discharge from the Military Services.
- 2.9 The Security Guards should be SHAPE '1' (**Medically Fit**) at the time of discharge from the military services.
- 2.10 The Security Agency should be registered with Employees Provident Fund Organisation.
- 2.11 The Security Agency, other than a Government Agency, should abide by the provisions prescribed in "The Private Security Agencies (Regulation) Act, 2005."
- 2.12 The Security Agency should not have been black-listed by any Public Sector Bank, RBI or IBA or any other Government Agencies during last 05 years.
- 2.13 The Security Agency shall not deploy personnel with criminal background. In this regard the Security Agency shall submit personnel-wise police verification and Sainik Board registration certificate for ex serviceman.
- 2.14 The Security Agency should be practising business in the State of Odisha having branch office locally at Bhubaneswar or Cuttack. **The Security Agencies having PAN India services/existence may also be eligible for participating in the bidding process provided they have already a branch office locally at Bhubaneswar or Cuttack.**
In any case, in both these events experience of providing similar service to reputed organisations like Reserve Bank of India / Large Public Sector Organisations / All India Financial Institutions / MNCs, etc., shall be preferred.
- 2.15 The Bank reserves the right to increase /decrease the number of guards based on its requirement and the payment will be made accordingly.
- 2.16 The terms and conditions of the security contract is given in the **Appendix**.

The Security Agencies qualifying the above minimum eligibility criteria and agree to abide by the terms and conditions given in the **Appendix** may submit the "Technical Bid" in a separate sealed cover superscribing - "**Offer for Security Arrangement at SIDBI MSME International Training Institute, Bhubaneswar**" Tender No.2020/1504/SITI/ADMIN dated October 04, 2019 -**Technical Bid**"

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General Terms & Conditions of Contract

1. Tenders shall remain valid for ninety days from the date of opening of Price Bid.
2. The EMD of the unsuccessful bidder will be returned after finalization of the tender. The EMD of successful bidder shall be retained and adjusted towards security deposit. The EMD shall not bear any interest. If the successful bidder declines to act on the offer made by the Bank and/or withdraw/amend their quotations after opening of tenders or fail to commence the work, the EMD shall stand forfeited without any notice to the bidder and no claim on this account shall be entertained.
3. **Security Guards / Scope of work**
 - (i) For the purpose of this security arrangement contract, the guards who are deployed for the security will be Ex-Service men only, wear proper uniform and identity card during the duty hours provided by the Security Agency while on duty and shall always carry his / her identity cards. Provision of uniform and the cost of identity cards to the staff shall be borne by the Security Agency.
 - (ii) The Security Agency shall be responsible for the payment of wages / dues to its guards. All liabilities arising out of violation of any local and Central Laws shall be the responsibility of the Security Agency without in any manner encroaching upon the rights and liabilities upon SIDBI.
 - (iii) The rate per guard per month, which is being paid to the Security Agency on account of security arrangements, is inclusive of service charges on the basis of rates prescribed by the Ministry of Labour, Government of India. Any request for change of rates due to change in Minimum Wages rates shall be intimated by the agency to the Bank and upon receipt of such request, the Bank may consider the same.
 - (iv) The Agency will ensure that each guard performs his duty for not more than eight hours in one instance.
 - (v) The number of guards to be deployed by the Security Agency will be decided by the Bank so as to ensure effective security arrangements. **The rest & relief arrangements will be made at the discretion of the Security Agency, for which the Bank will not be liable to pay any wages or compensation.**
 - (vi) The Security Agency will be fully responsible for the security of Premises as mentioned in the schedule and also responsible for providing the requisite guards at all the shifts.
 - (vii) The Security Agency will not rotate the guards from one place to another and/or one institution to another without the consent of the Bank.

- (viii) It is reiterated and made clear that management control of the guards so provided shall be with the Security Agency and the said guards for all purposes shall be within the Disciplinary Authority of the Security Agency.
- (ix) The Security Agency shall arrange proper supervision of the deployed security guards at SITI including surprise check, both during day and night and shall submit the reports at periodic intervals, i.e., **fortnightly**.
- (x) The Security Agency shall be solely responsible for carrying out the job entrusted to them and in case of any accident resulting in death or injury or otherwise risk to the person engaged by the Security Agency for carrying out the said job, the Bank shall not be liable for any compensation, damages, loss, etc., as the case may be. The persons / guards engaged for performing the security job shall be responsible for their acts and omissions to the Agency.
- (xi) The Bank will not be responsible or liable in case of any dispute arising between the Agency and the guards employed by the Security Agency for carrying out the security services and no relationship of Employer and Employee shall come into existence between the Bank and the Security Agency or guards for which all responsibilities shall vest with the Security Agency alone.
- (xii) The Bank reserves the right to increase / decrease the number of guards based on its requirement and the payment will be made accordingly.
- (xiii) SIDBI reserves the right to reject any particular guard employed under the contract with SIDBI without assigning any reason.
- (xiv) The Security Agency shall remove any guard who in the opinion of the Bank is guilty of misconduct or is in any manner unfit or unsuitable for service. The Security Agency shall at all times indemnify SIDBI against all claims which may be made under the Workmen's Compensation Act, or rules there under or under any law or rules of compensation payable in consequence of any accident or injury sustained by any person in its employment for the purpose of Security Arrangements. The Security Agency shall be solely responsible for the remuneration and other dues of its employees as also for omissions / commissions done by them.
- (xv) In case of lapse on the part of the security guards of the Security Agency, the Security Agency should take proper action against such staff. In case the Security Agency fails to take such action against the defaulter, the Bank reserves the right to take any suitable/legal action against the Security Agency and the security guard concerned.
- (xvi) Residential accommodation neither in SITI Premises nor outside shall be provided by SIDBI to the security guards of the Security Agency.

- (xvii) In case theft of any material takes place from the Premises on account of the negligence on the part of the Security Guards employed by the Security Agency, the Security Agency would be liable for such losses or lapse and the amount, if any, would be recovered from the Security Agency while settling the bill.
- (xviii) If any incident of disobedience, misbehaviors or theft occurs, the Security Agency shall remove from service such persons notified by the Bank immediately and fill up such vacancy with a suitable person.
- (xix) Every effort must be made by the Security Agency to deploy security guards of known antecedents only and it may be noted that the Security Agency shall be held responsible for all misdeeds of its staff.
- (xx) Permanent addresses of all its security guards along with references about their conduct from two persons residing in his area of living shall be produced by the Security Agency to SIDBI, before deployment so as to enable SIDBI to locate them as and when required.
- (xxi) The Security Agency shall maintain the Register/Challan copies as under:
(a) Under PF/ESIC/**welfare Act pertaining to the state if any**
a) Photo copies of PF/ESIC Monthly Challans (from the beginning of the contract)
b) Agreement copy with the Bank
(b) Under Minimum Wages Act, 1948
Minimum wages to all security guards of the Security Agency as prescribed by applicable laws of Government of India.
- (xxii) The Security Agency shall indemnify and keep indemnified, defend and hold good SIDBI, its officers, directors, employees and agents against loss, damages or claims arising out of any violations of applicable laws, regulations, guidelines during the contract period and for the breach committed by the Security Agency or their services personnel on account of misconduct, omission and negligence by the Security Agency or his service personnel. Security Agency shall sign and furnish an Indemnity Bond in an approved format as per **Annexure-IX** before starting of the work.
- (xxiii) The Bank shall make a claim, if any, in writing to the Security Agency in case of any loss caused to the Bank due to non-performance or mal-performance or mis-performance, theft, etc., by the Security Agency/its guards in carrying out the terms and conditions and any claim lodged by the Bank will be settled by the Security Agency within a period of one month. If the claim is not settled within one month, loss caused to the Bank, shall be recovered from the monthly payment made to the Security Agency and also from the Security Deposit with SIDBI by the Security Agency.
- (xxiv) The Security Agency shall maintain and provide all necessary documentation, registers and records in connection with the performance of security arrangement services and other

related documents including for complying with any statutory requirements and provisions of applicable laws.

- (xxv) In the case of any labour problems related to the security guards of the Security Agency deployed in SIDBI premises, the same shall be settled at the Security Agency end only. The "Security Agency" shall indemnify SIDBI suitably. It shall be the duty of the Security Agency to clearly inform its own security guards that they shall have no claim whatsoever against SIDBI and they shall not raise any industrial dispute, either directly and / or indirectly, with or against SIDBI in respect of any of their service conditions or otherwise.
- (xxvi) The Security Agency shall abide by State Labour /Government of India (Ministry of Labour) rules and regulations and all other Statutory Acts/Regulations and rules relevant to this contract including Workmen Compensation Act, Works Contract Act, Minimum Wages Act, Provident Fund Act, ESI, The Private Security Agencies (Regulation) Act etc., and shall indemnify SIDBI against and damages arising out of the default on the part of Security Agency due to negligence or non-compliance of any of the aforesaid rules, regulations, etc., laid down by the Government, Statutory Authorities Regulations and other Government bodies, if any, from time to time.
- (xxvii) The Security Agency shall organize medical examination of all the security guards before initial deployment which will be repeated on yearly basis. Any person found to be medically unfit or unsuitable shall have to be removed by the Security Agency from the services and suitable replacement shall have to be arranged forthwith.
- (xxviii) The Security Agency shall arrange to issue Identity Cards to all his security guards, which has to be produced for inspection as and when required by SIDBI and/or suitably displayed.
- (xxix) The Security Agency shall provide the proof of background check of its security guards deputed for security arrangement service at the site of the Bank.
- (xxx) The Security Agency shall provide baton, whistle and search light to the Security Guards for security purpose on site.
- (xxxii) Deployment of Guards/Security Supervisors will be as per the instructions of the authorities of the Bank from time to time and the security agency will be responsible for their optimum utilization.
- (xxxiii) The Security Agency will be responsible for overall security arrangements of the Bank premises covered in the contract.
- (xxxiiii) The Security Agency shall provide round-the- clock security services in SIDBI MSME International Training Institute (SITI), Plot L-3, SITI Building, Adjacent to Loyola School, Jaydev Vihar, Bhubaneswar - 751 013. The Security agency shall ensure protection of the staff /families & property of the Bank, prevent trespass with/without arms, perform watch and ward functions including night patrol on the various points and to prevent the entry of stray

dogs and cattle and anti-social elements, unauthorized persons and vehicle inside the premises.

- (xxxiv) Any other duties/responsibilities assigned by the Bank and incorporated in the agreement, the same shall also be binding on the Security Agency.
- (xxxv) The Security Agency shall ensure that :
- all instructions of the Bank are strictly followed and there is no lapse of any kind.
 - all instructions, guidelines and specifications issued to the Security Agency by SIDBI are clearly and effectively communicated by the Security Agency to its employees and personnel;
 - that all instructions, guidelines and specifications are strictly adhered to by the employees and personnel of the Security Agency so that reputation of SIDBI is not damaged.
 - that no action taken by the Security Agency and / or its employees and /or personnel shall violate laws and regulations.

4. DUTIES AND RESPONSIBILITIES OF SECURITY Guards

- (i) The Security Agency's guards engaged shall not allow any material to be taken out from the said premises unless authorized by a nominated officer(s) of the Bank under his (their) scale and signature. No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the Bank for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
- (ii) The security guards shall thoroughly check/ screen all items before allowing them into the premises.
- (iii) The security guards shall ensure proper screening of all visitors, contract staff etc entering the premises.
- (iv) The security guards shall track all visitors entering the premises and shall not allow them inside the premises without proper intimation/ approval of staff they have come to visit.
- (v) No contract staff shall be allowed inside the premises without Identity Cards and ensure that proper entry and exit of contract staff is recorded in register everyday .
- (vi) The Security Supervisor/Guard will also take round of all the important and sensitive points of the premises as specified by the Bank.

- (vii) All entrances to the building shall be always under observation of the Security Guards.
- (viii) The Security personnel shall also ensure door keeping duties.
- (ix) The Guards on duty will also take care of vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises.
- (x) Entry of the street-dogs and stray cattle into the premises is to be prevented. They should be at once driven out.
- (xi) The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises.
- (xii) It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle.
- (xiii) The Security Guards should be trained to extinguish fire with the help of fire extinguishing cylinders and other firefighting material available on the spot. They will also help the firefighting staff in extinguishing the fire or in any other natural calamities.
- (xiv) In emergent situations, security staff/supervisor deployed shall also participate and they should be sensitized for their role in such situations.
- (xv) The Security Guards are required to display mature behavior, especially towards female staff, female and elderly visitors.
- (xvi) The Security Guard on duty shall not leave the premises until his reliever reports for duty.

5. Public Procurement Policy for Micro and Small Enterprises (MSEs)

- (i) SIDBI is governed by Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, Gol.
- (ii) 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).
- (iii) 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.

- (iv) Further, such MSEs would also be entitled for tender sets free of cost and 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.
- (v) 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.
- (vi) The Service Providers shall agree to execute contract Integrity Pact as per extant CVC guidelines and agree to avoid all forms of corruption by following a system which is fair and transparent and free from any influence during and subsequent to the currency of the contract. The Service Providers shall also agree that there shall be an Independent External Monitor as per extant CVC guidelines who would review independently and objectively, whether and to what extent parties have complied with their obligations. The Service Providers shall submit Integrity Pact on non-judicial stamp of requisite date to this effect.

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

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

6. Period of Contract :

The tenure of the contract shall be for two years and is extendable for further period of one year at the sole discretion of the Bank on fresh or existing terms and conditions as the case may be subject to satisfactory performance of the Service Provider/contractor. However, continuance of contract, beyond initial three months, will be subject to Performance Review done by appropriate authority of the Bank and review for extension of the contract shall be taken every year on completion of one year of the contract. If the services are found unsatisfactory, the Bank may, in its discretion, terminate the contract at any point of time even before the 1 year period.

7. Venue :

The security arrangement service shall be provided at **Plot No.L-3, SITI Building, Adjacent to Loyola School, Jaydev Vihar, Bhubaneswar - 751013**. The infrastructure of SIDBI will be solely under the care and supervision of the Security Agency and any damage or loss due to security lapses will be entirely the responsibility of the Security Agency.

8. Notice for Termination of Contract :

The contract can be terminated by the Security Agency by giving three months' notice while the Bank can terminate the contract by giving one month's notice. However, in case the quality of services rendered are not found satisfactory and the services are not maintained by the Security Agency despite reminders, the Bank shall have the right to terminate the contract without any notice to the Security Agency, besides levying of penalty as may solely be decided by SIDBI.

9. Security Deposit :

Successful Security Agency shall deposit an amount of ` **1,88,000/-** towards Security Deposit [SD] for satisfactory performance of contract which notwithstanding the above, would be forfeited by SIDBI in case the services of the Security Agency are terminated by SIDBI on the grounds of unsatisfactory / irregular services, breach of any of the terms of the accepted tender document or quality of service and quality of cleaning material. SD will be refunded after satisfactory completion of contract period.

10. Pre-bid Clarifications:

10.1 The intending Security Agency will have to send their queries by email to mail ids priyamba@sidbi.in & manisha@sidbi.in by **October 25, 2019 (4 pm)** which will be clarified in the Pre-bid meeting. No request for change in date of pre-bid meeting will be entertained. No fresh queries will be entertained after pre - bid meeting.

10.2 The interested Security Agencies are advised to inspect the site, understand the nature of service required in this regard and satisfy themselves before submitting their bids. However, no such visits will be allowed after the pre-bid meeting date. A Security Agency shall be deemed to have full knowledge of the site/ nature of services to be provided, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed.

11. Rates:

11.1 The rates quoted shall be consolidated cost of security guards' wages including supervisor's wage, liveries, etc., taxes and duties (**including GST**), levies, service charge, etc., payable to the appropriate authority. No extra payment over and above the rate quoted shall be made to the contractor in this respect. No escalation in rates will be permitted during the contract period. However, if quality of services rendered is not found acceptable by the Performance Reviewing Authority, the Bank may, in its discretion, cancel/terminate the contract. Any decision in this regard by the Bank shall be final, conclusive and binding on the Service Providers.

11.2 No advance will be paid.

11.3 Applicable taxes will be deducted at source at the time of settlement of bills unless the Security Agency produces the certificate to the contrary from the Income Tax authorities. Certificate for tax deducted will be issued by the Bank.

11.4 Prices quoted by the Security Agency should include all local **taxes/ duties/ levies, etc.**

12. Terms Of Payment: The payment terms of the Bank are as under:

12.1 Payment to Security Agency shall be made on monthly basis. Security Agency shall raise the invoices for services provided during the month and submit the consolidated bills to the Bank in the first week of every subsequent month (bills for the preceding month). The Bank after scrutiny will release the payments generally within 7-10 working days from the date of bill submission under normal circumstances.

12.2 All the payments including refund of EMD will be made by SITI, SIDBI Bhubaneswar, electronically through RTGS/ NEFT. All the Security Agency should submit duly filled-in & signed [by authorized signatory and Security Agency's banker] Bank Mandate Form as per format prescribed in **Annexure VII**.

12.3 At the time of claiming the payments including refund of EMD, Security Agency will be required to confirm in writing the bank A/c No. and other details furnished in Bank Mandate Form. In case of any changes, Bank Mandate Form would require to be re-furnished.

12.4 The Security Agency must accept the payment terms proposed by the Bank. The price bid submitted by the Security Agency must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Security Agency, in case of delays or defaults on the part of the Security Agency. Such withholding of payment shall not amount to a default on the part of the Bank.

12.5 The Security Agency will be required to submit an undertaking as per the format enclosed as per **Annexure V** along with the monthly bill and the bill will be settled only thereafter.

13. Earnest Money Deposit:

13.1 The Security Agency submitting the bids will have to deposit EMD of ` 50,000/- (Rupees Fifty thousand only) by way of Demand Draft /Pay Order drawn or from a scheduled commercial bank in favour of 'SIDBI MSME INTERNATIONAL TRAINING INSTITUTE ,BHUBNAESWAR payable at Bhubaneswar along with the Technical Bid.

13.2 Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.

13.3 The Security Agency selected through the tendering process may be required to give security deposit of ` **1,88,000/- (Rupees one lakh eighty eight thousand only)** in the form of a performance bank guarantee/Demand Draft /Pay Order drawn or from a scheduled commercial bank in favour of Small Industries Development Bank of India, i.e. SIDBI (SITI) payable at Bhubaneswar refundable on expiry of contract after adjustment of any dues receivable from the Security Agency.

- 13.4 The unsuccessful Security Agency will be returned the EMD within 15 days working from the date of final decision of Bank regarding the contract except on account of exigencies beyond Bank's control.
- 13.5 Unless specified in this Tender Document [Refer Clause 3 (iv), the request for exemption from EMD will not be entertained.
- 13.6 The EMD may be forfeited;
- 13.6.1 If a Security Agency withdraws its bids during the period of bid validity.
- 13.6.2 If a Security Agency makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.
- 13.6.3 In case of successful Security Agency, if the Security Agency fails to accept the order/ sign the contract within the stipulated time.

14. Quotation and Process of Selection:

- 14.1 Interested Security Agency will be required to submit their offer in 2 bids, viz., "Technical bid" and "Price bid" in the format indicated in **Annexure III & Annexure IV**. Both the bids will be required to be put in separate sealed covers with superscription "Technical Bid" and "Price Bid" which will again be put in another sealed cover with superscription "Offer for Security Arrangement at SIDBI MSME International Training Institute, Bhubaneswar" addressed to The Chief General Manager, SIDBI MSME International Training Institute, Plot L-3, SITI Building, Adjacent to Loyola School, Jaydev Vihar, Bhubaneswar - 751013.
- 14.2 The cover will be required to be handed over at Reception, Ground Floor, SIDBI MSME International Training Institute (SITI), Plot No.L3, SITI Building, Adjacent to Loyola School, Jaydev Vihar, Bhubaneswar - 751 013 on or before **15:00 hours on November 01, 2019**.
- The quotation (Technical Bid only) will be opened at **15:30 hours on November 01, 2019** in the presence of the Service Providers, who wish to remain present.
- 14.3 The bid so opened will be subjected to desk scrutiny by a committee of officials. Inclusion of any deviations in the quotation is liable for rejection, at the discretion of SIDBI.
- 14.4 A Committee of officials of the Bank at its discretion may be visiting the locations where the Security Agency is presently providing its services to evaluate its capability and verify the claims stated in the technical bid document. The Security Agency who satisfy the criteria will only be considered for further tendering process and their price bid will be opened.

15. Agreement :

The successful Security Agency has to enter into an agreement with SIDBI for providing the security services on sale purchase basis. The format of agreement will be provided by SIDBI,

to the successful Security Agency and will inter-alia, include scope of work of Security Agency and Role and Responsibilities of security staff deployed in the premises.

16. Use of Contract Documents and Information:

- 16.1 The Service Provider shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Security Agency in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 16.2 The Security Agency will treat as confidential all the data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

17. Subcontracts:

The Security Agency shall not assign or sub-contract to others, in whole or in part its obligations to perform under the contract except with the Bank's prior written consent.

18. Applicable laws:

- 18.1 The Contract shall be interpreted in accordance with the laws prevalent in India.
- 18.2 **COMPLIANCE WITH ALL APPLICABLE LAWS:** The Security Agency shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender document and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/ security guards/personnel/ representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

19. Force majeure:

- 19.1 If the performance as specified herein is prevented, restricted, delayed or interfered by reason of Acts of God including fire, explosion, cyclone, floods, war, revolution, acts of public enemies, blockage or embargo, any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided that the party so affected

uses its best efforts to remove such cause of non-performance, delay or interference and when removed the party shall continue performance with utmost dispatch.

- 19.2 If a Force Majeure situation arises, the Security Agency shall promptly notify the Bank in writing of likelihood or actual existence / occurrence of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the Bank in writing, the Security Agency shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

20. Resolution of Disputes:

- 20.1 It will be the Bank's endeavor to resolve amicably any disputes or differences that may arise between the Bank and the Security Agency from misconstruing the meaning and operation of the tender document and the breach that may result. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Chief General Manager, SITI, Bhubaneswar and the award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Arbitration and Conciliation Act, 1996, as amended from time to time.
- 20.2 The Security Agency shall continue to work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is of such nature that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.
- 20.3 Arbitration proceedings shall be held at Bhubaneswar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- 20.4 Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Bhubaneswar, India only.
- 20.5 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.
- 20.6 A notice shall be effective when delivered or on the notice's effective date, whichever is later. Any dispute between the Security Agency and the Bank, which cannot be settled by negotiation, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within 30 days of the failure of negotiations. Arbitration shall be held in Bhubaneswar, India and conducted in accordance with the provision of Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at Bhubaneswar alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final and binding. The Security Agency shall not

be entitled to suspend the provision of the security arrangement services, pending resolution of any disputes and shall continue to render the security arrangement services in accordance with the provisions of the contract notwithstanding the existence of any dispute between the Security Agency and the Bank or the subsistence of any arbitration or other proceedings.

- 20.7 The contract shall be governed by and construed in accordance with the laws of India and the Courts in Bhubaneswar shall have the exclusive jurisdiction to try any suit, proceedings in connection therewith / in that behalf.

XXXXXXXXXXXXXXXX

ANNEXURE - III

PART - I
THE FORMAT FOR TECHNICAL BID
(Security Arrangement)

From,

.....

To,

The Chief General Manager,
 SIDBI MSME International Training Institute,
 Plot No. L-3, SITI Building, Adjacent to Loyola School,
 Jayadev Vihar,
Bhubaneswar - 751013

Sl.No.	Particulars	Details to be filled in by the Agency
1	Name of the Agency / Contact Person	
2	Regd. office/Business address of the Agency / mobile or telephone number.	
3	Local Office Address at Bhubaneswar	
4	Date of Incorporation/Constitution	
5	PAN /TAN No. of the Agency	
6	GST Registration number (Attach copy of registration)	
7	Whether the agency is a proprietorship concern / partnership firm / LLP / a corporate body registered under Companies Act. Pl specify. Whether registered with Registrar of Firms /Companies? Date of Registration (Attach copy of registration certificate and other relevant documents like MoA/ AoA/ Partnership Deed etc)	
8	Whether the agency has 05 years' experience in providing Security Services to reputed organisations like All India Financial institutions, public sector banks / undertakings and large	

Sl.No.	Particulars	Details to be filled in by the Agency
	private sector companies with annual sales turnover of ` 200 lakh in any of the last three assessment years i.e., AY 2017-18, AY 2018-19 and AY 2019-20 from security services and average turnover of ` 100 lakh during the last three financial years? (Attach copy of Work Orders)	
9	Whether the Agency meets by all statutory requirements as per Minimum Wages Act, Employee Provident Fund Act, Workmen Compensation Act, Contract Labour (Regulation and Abolition) Act etc. as applicable. (Attach copy of registration certificate / licence)	
10	Whether registered with Labour Department? Date of Registration (Attach copy of registration)	
11	Whether registered with Central & Excise Department(s) of State/ Central Government including under the Private Security Regulations Act (PSRA) of (Odisha) as applicable (attach copy of registration)	
12	The Security Agency should be registered with Employees Provident Fund Organisation. (attach copy of registration)	
13	Whether the agency is an Income Tax Assessee having filed its Income Tax return for the Assessment Years i.e., AY 2017-18, AY 2018-19 and AY 2019-20 (Attach copy of Income Tax Returns for all the three assessment years) . In case the Security Agency is exempted from paying income tax, the exemption certificate received from IT Department may be enclosed. Also mention the annual sales turn over for FY 2016-17, 2017-18 & 2018-19.	
14	Whether the guards to be posted for security services for the properties of the Bank shall be Ex-Service men only not below 35 years of age and not more than 55 years of age.	
15	The Security Agency should have more than 200 security guards including minimum 100 of Ex-Service men employed as security guards continuously for the last 05 years.	

Sl.No.	Particulars	Details to be filled in by the Agency
16	Whether the Agency, other than a government Agency, abides by the provisions prescribed in "The Private Security Agencies (Regulation) Act, 2005."	
17	The Security Guards employed by the Agency should possess <u>minimum good</u> Character Certificate at the time of discharge from the Military Services.	
18	The Security Guards should be SHAPE '1' <u>(Medically Fit)</u> at the time of discharge from the military services.	
19	The Security Agency should not have been black-listed by any Public Sector Bank, RBI or IBA or any other Government Agencies during last 05 years.	
20	The Security Agency shall not deploy personnel with criminal background and shall submit personnel-wise police verification and Sainik Board registration certificate for ex serviceman at the time of deployment. .	
21	The Security Agency should be practising business in the State of Odisha having branch office locally at Bhubaneswar / Cuttack. or having PAN India existence with branch office locally at Bhubaneswar or Cuttack. Experience of providing similar service to reputed organisations like Reserve Bank of India / Large Public Sector Organisations / All India Financial Institutions / MNCs, etc., (Attach copy of Work Orders/ Experience Certificates)	

@# The above format shall be read with the entire terms and conditions, eligibility criteria described in the tender document while evaluating the bids technically.

I / We agree to abide by the terms and conditions stipulated by the Bank and mentioned in the Appendix to Annexure I.

I / We also undertake to ensure compliance with the requirements of Minimum Wages Act, Contract Labour Act, 1970, EPF, ESI and also abide by all the other statutory requirements necessary in this

regard. I / We agree that SIDBI would neither involve itself in any matters nor be responsible for any shortcomings arising out of the non-compliance of the necessary regulations / laws.

Date:

SIGNATURE
Name and Seal of Agency

(This format shall be sent in a separate sealed cover superscribing - "TECHNICAL BID FOR Offer for Security Arrangement at SIDBI MSME International Training Institute, Bhubaneswar '**Tender No 2020/1504/SITI/ADMIN dated October 04, 2019 - Technical Bid**"

ANNEXURE - IV
PART - II
THE FORMAT FOR FINANCIAL BID
(Security Arrangement)

From,

.....
.....
.....

To,

The Chief General Manager,
SIDBI MSME International Training Institute,
Plot No. L-3, SITI Building, Adjacent to Loyola School,
Jayadev Vihar,
Bhubaneswar - 751013

Sl. No.	Particulars	Rate per Guard (₹)	No of guards	Rate (₹)* (Pl. write in words also)
1	Security Guard(SG)		06	
2	Gunman (GM)		03	
	Service Charge			
A	Total			
	GST			
B	Total including GST			

Note:

*The above rates shall include all mandatory payments as per Govt of India, Minimum wages norms, Applicable Acts viz. Basic minimum wages, VDA, ESI, EPF, EDLI etc.

The above rates (at A above) are exclusive of applicable GST which would be levied at the applicable rates.

Any request for change of rates due to change in Minimum Wages rates shall be intimated to the Bank and upon receipt of such request Bank may consider the same.

The agency shall submit the breakup of the financial bid if called upon by the Bank in due course.

All the payments shall be subject to TDS, taxes as applicable, at the time of payment.

The strength of the SG/ GM may increase/ decrease in future depending upon the requirement of the Bank and the payment will be made accordingly.

The agency shall ensure that all the statutory payment are made directly in the accounts of each security guard and the gunman. Further, a copy of the salary slip shall be submitted after one week from the date of receiving the payments from the Bank. Based on submission of the salary slip, next month's payment shall be released to the agency.

I / We agree to abide by the terms and conditions stipulated by the Bank and mentioned in the Annexure II & Appendix to Annexure II at the rates quoted above.

Date:

SIGNATURE
Name and Seal of the Agency

(This format shall be sent in a separate sealed cover superscribing - "FINANCIAL BID FOR Offer for Security Arrangement at SIDBI MSME International Training Institute, Bhubaneswar "**Tender No. 2020/1504/SITI/ADMIN dated October 04, 2019 - Price Bid**")

ANNEXURE V

Undertaking

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

That in the capacity of Independent Labour 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 Provision 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 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.

Authorised Signatory

Forwarding Letter

(To be submitted on the letter head of the "Service Provider")

To:

The Chief General Manager,
SIDBI MSME International Training Institute,
Plot L-3, SITI Building, Adjacent to Loyola School,
Jaydev Vihar,
Bhubaneswar - 751013

Dear Sir,

Your Tender No. 2020/1504/SITI/ADMIN dated October 04, 2019

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms, conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of Central Minimum Wages Act, Contract Labor Act and other statutory provisions applicable from time to time. I/We will pay the wages to the personnel deployed as per Central Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/We shall provide security services through Ex- Servicemen Guards as and when required.
5. I/We do hereby undertake that complete security of the Bank's premises at SIDBI MSME International Training Institute at Plot No. L-3, Jayadev Vihar, Opp. Loyala School, Near XIMB square, Bhubaneswar -751013 shall be ensured by our Security Agency.

Date:...../...../2019

Authorised Signatory:

Name:

Designation:

Phone:

Email:

BANK MANDATE FORM
(To be submitted in Duplicate)

(Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

1. Name of "Service Provider" : _____
 "Service Provider" Code (if applicable): _____

2. Address of the "Service Provider" : _____

City _____ Pin Code _____

E-mail id: _____

Phone No. with STD code: _____

Mobile No.: _____

Permanent Account Number _____

MSE Registration / CA Certificate _____
(if applicable)

3. Particulars of Bank account:

Beneficiary Name			
Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
Account type	Saving	Current	Cash Credit
Account No.	(as appearing in the Cheque book)		
(Code number appearing on the MICR cheque supplied by the bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account Number)			
IFSC CODE	For RTGS transfer		For NEFT transfer

4. Date from which the mandate should be effective :

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold SIDBI / IDBI Bank responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through **RBI RTGS/NEFT**.

Place : _____

Date : _____

Signature of the party / Authorized Signatory

.....
Certified that particulars furnished above are correct as per our records.

Bank's stamp :

Date :

(Signature of the Authorized Official from the bank in which the a/c is held)

N.B.: RTGS/NEFT charges if any, is to be borne by the party

Note on IFSC / MICR

Indian Financial System Code (IFSC) is an alpha numeric code designed to uniquely identify the bank-branches in India. This is 11 digit code with first 4 characters representing the bank's code, the next character reserved as control character (presently 0 appears in the fifth position) and remaining 6 characters to identify the branch. The MICR code, (Magnetic Ink Character Recognition) that appears on cheques, has 9 digits to identify the bank-branch. RBI had since advised all the banks to print IFSC on cheque leaves issued to their customers. A customer may also contact his bank-branch and get the IFS Code of that branch.

.....

INTEGRITY PACT

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

General

This pre-contract Agreement (hereinafter called the Integrity Pact) is made at Bhubaneswar on ___-___ day of the month of_----, 2019 between Small Industries Development Bank of India, having its office at SIDBI MSME International Training Institute at Plot No. L-3, Jayadev Vihar, Opp. Loyala School, Near XIMB square, Bhubaneswar -751013 (hereinafter called the "Services Receiver" or "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 -----, ----- (hereinafter called the Service provider" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the Service Receiver uses the security services and the service provider is providing the security services and

WHEREAS the Service provider is a private company/public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Service Receiver 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 Service receiver to obtain the desired said services 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 service provider to abstain from bribing or indulging in any corrupt practice in order to secure the contract and the Service receiver 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 Service Receiver

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

person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2. All the officials of the Service Receiver 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 Service Provider to the Service Receiver with full and verifiable facts and the same is prima facie found to be correct by the Service Receiver, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Service Receiver 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 Service Receiver the proceedings under the contract would not be stalled.

Commitments of Service Provider

3. The Service Provider commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of contact in order to secure the contract or in furtherance to secure it and in particular commit itself to the following : -

3.1. The Service provider will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the Service Receiver, connected directly or indirectly with bidding/ contract 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 Service provider 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 Service Receiver 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 disfavour to any person in relation to the contract or any other contract with the Government.

3.3. Service Provider shall disclose name and address of agents and representatives and shall also disclose their foreign principals and associates.

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

3.5. The Service Provider further confirms and declares to Service Receiver that the Service Provider is the original integrator/service provider of security services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to Service Receiver or any of its functionaries, whether officially or unofficially to the award of the contract to the Service Provider, 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 Service Provider, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of Service Receiver 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 Service Provider will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

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

3.9 The Service Provider shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by Service Receiver as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Service Provider also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

3.12. If the Service Provider or any employee of the Service Provider or any person acting on behalf of the Service Provider, either directly or indirectly, is a relative to any of the officers of the Service Receiver or alternatively, if any relative of the officer of Service Receiver has financial interest/stake in the Service Provider's firm , the same shall be disclosed by the Service Provider 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 Service Provider shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Service Receiver.

4. Previous Transgression

4.1. The Service Provider declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify the Service Provider's exclusion from the contract process.

4.2. The Service Provider agrees that if it makes incorrect statement on this subject, Service provider can be disqualified from the tender/ contract process or the contract, if already awarded, can be terminated for such reason.

5. Sanction of violation.

5.1 Any breach of the aforesaid provision by the Service Provider or any one employed by it or acting on its behalf (whether with or without the knowledge of the Service Provider) shall entitle SIDBI 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 Service Provider.

ii. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/ Performance Bond) (furnished to SIDBI) shall stand forfeited either fully or partially, as decided by SIDBI and SIDBI shall not be required to assign any reason therefore.

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

iv. To recover all sums already paid by SIDBI, and in case of Indian Service Provider with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Service Provider from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the Service Provider from the Service Receiver 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 Service Provider, in order to recover the payments, already made by SIDBI along with interest.

vi. To cancel all or any other Contracts with the Service Provider, the Service Provider shall be liable to pay compensation for any loss or damage to SIDBI resulting from such cancellation/rescission and SIDBI shall be entitled to deduct the amount so payable from the money(s) due to the Service Provider.

vii. To debar the Service Provider from participating in future bidding processes of the Service receiver or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of SIDBI.

viii. To recover all sums paid in violation of this Pact by Service Provider (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 SIDBI with Service Provider, the same shall not be opened.

x. Forfeiture of Performance Bond in case of decision by SIDBI to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 SIDBI will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the commission by the Service Provider or any one employed by it or acting on its behalf (whether with or without the knowledge of the Service Provider), 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.

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

6 Fall Clause

6.1 The Service Provider undertakes that it has not supplied/is not supplying 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 services was supplied by the Service Provider 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 Service Provider to the Service Receiver, if the contract has already been concluded.

7 Independent Monitors

7.1 SIDBI is in the process of appointing Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

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

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

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

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

7.6 The Service Provider (s) accepts that the Monitor has the right to access without restriction to all Project documentation of SIDBI including that provided by the Service Provider. The Service Provider 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 Service Provider /Subcontractor(s) with confidentiality

7.7 SIDBI 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

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

8. Facilitation of Investigation

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

9 Law and Place of Jurisdiction

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

10 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.

11 Validity

11.1 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 SIDBI and the Service Provider.

11.2 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.

12 The parties hereby sign this integrity Pact, at _____ on

SIDBI
Name of the Officer
Designation

SERVICE PROVIDER
CHIEF EXECUTIVE OFFICER

Witness

Witness

1.

1.

2.

2.

INDEMNITY BOND FORMAT

THIS DEED OF INDEMNITY BOND executed at on this _____ day of _____ month of year two thousand and Nineteen By M/s _____ duly represented by proprietor / one of its partners Sri _____, aged _____ years, son of Sri _____, residing at _____ / A Company within the meaning of Company Act, 2013 and having its registered office at... (hereinafter referred to as Tenderer)

In favour of

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 _____, Lucknow 226 001 and a Regional / Branch Office at _____ (hereinafter referred to as "SIDBI" which expression shall, unless it be repugnant to the subject or context thereof include its successors and assigns)

Whereas SIDBI has invited sealed tenders from the eligible Tenderers for Security Services at After due process, the Tenderer was shortlisted and become successful in securing the subject work through competitive tendering and the work specified in the tender documents has been awarded in favour of Tenderer by SIDBI, vide their letter.....

And whereas as per tender documents, the Tenderer has to enter into a Contract Agreement with SIDBI and execute an Indemnity Bond before starting the work. The Tenderer has entered into Contract Agreement with SIDBI on

In consideration of SIDBI having awarded the above said Contract, the Tenderer hereby undertake to indemnify and keep indemnified, harmless, defend and hold good SIDBI, its officers, directors, employees and agents against any loss, damages or claims arising out of any violations of applicable laws, regulations, guidelines during the contract period and for the breach committed by the Security Agency or their services personnel on account of misconduct, omission and negligence by the Security Agency or his service personnel. Further, Contactor hereby indemnifies and keep SIDBI indemnified for any loss or damages incurred or suffered or to be incurred or to be suffered by SIDBI on account of breach of the terms and conditions of the Contract by the Tenderer.

Signature of Tenderer with seal