



भारतीय लघु उद्योग विकास बैंक

Small Industries Development Bank of India

अहमदाबाद स्थित सिडबी कार्यालय परिसर और अहमदाबाद स्थित विजिटिंग ऑफिसर्स फ्लैट्स में नीचे उल्लिखित पर हाउसकीपिंग व केयर टेकर की सेवाएँ प्रदान करने हेतु एजेंसी के चयन के लिए प्रस्ताव देने हेतु अनुरोध (आरएफपी)

Request for Proposal (RfP) for Selection of Agency for Providing Housekeeping Services at SIDBI Office at Ahmedabad and Caretaker Services at its Visiting Officers Flats (VOF) at Ahmedabad at the below mentioned locations:

1	भारतीय लघु उद्योग विकास बैंक, नवजीवन जयंती भवन, प्रथम तल, पोस्ट बॉक्स नंबर 10, नवजीवन डाकघर अहमदाबाद - 380014 गुजरात	SIDBI Navjivan Amrit Jayanti Bhavan, 1st Floor, P.B.No. 10, Navjivan P.O. Ahmedabad - 380014, Gujarat
2	सिडबी वीओएफ बी - 101 तथा बी - 102 रुशिन टावर, सैटेलाइट, अहमदाबाद - 380015	SIDBI Visiting Officers Flat B-101 and B-102, Rushin Tower, Satellite, Ahmedabad - 380 015

निविदा सं. Tender No.01/2023/AHRO

सीलबंद निविदा जमा करने की आखिरी तारीख- अगस्त 17, 2022, सायं 1500 बजे तक
Last Date of Submission of sealed tenders **August 17, 2022, up to 1500 hrs**

महाप्रबंधक

भारतीय लघु उद्योग विकास बैंक
नवजीवन जयंती भवन, प्रथम तल, पोस्ट बॉक्स नंबर 10, नवजीवन डाकघर,
अहमदाबाद - 380014 (गुजरात)

The General Manager
SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA
Navjivan Amrit Jayanti Bhavan, 1st Floor, P.B.No. 10, Navjivan P.O.
Ahmedabad - 380014 (Gujarat)

यह दस्तावेज़ भारतीय लघु उद्योग विकास बैंक (सिडबी) की संपत्ति है। सिडबी की लिखित अनुमति के बिना न तो इसकी प्रतिलिपि बनाई जाए, न ही वितरण किया जाए और न ही इलेक्ट्रॉनिक या अन्य किसी माध्यम पर रिकॉर्ड किया जाए। प्राधिकृत कार्मिकों/एजेंसियों द्वारा भी, यहाँ विनिर्दिष्ट उद्देश्य से इतर, किसी भी प्रयोजन के लिए इस दस्तावेज़ में दी गयी विषयवस्तु का उपयोग किया जाना पूर्णतया प्रतिबंधित है क्योंकि यह कॉपीराइट का उल्लंघन माना जाएगा और इस प्रकार भारतीय कानून के तहत दंडनीय होगा।

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माहत्वपूर्ण सूचना / Important Information

क्र.सं. Sr. No.	कार्य-मद Event	विवरण / तारीख व समय Particulars / Date & Time
1	संस्था का नाम Name of the Institution	भारतीय लघु उद्योग विकास बैंक (इसे यहाँ आगे "सिडबी" अथवा "बैंक" कहा गया है।) Small Industries Development Bank of India (hereinafter referred to as "SIDBI" or "The Bank")
2	उद्देश्य Purpose	अहमदाबाद स्थित सिडबी कार्यालय परिसर में हाउसकीपिंग (साफ-सफाई) सेवाएँ और अहमदाबाद स्थित विजिटिंग ऑफिसर्स फ्लैट्स में केयरटेकर सेवाएं प्रदान करने हेतु एजेंसी का चयन. Selection of "Agency" for providing Housekeeping (cleaning & sweeping) services for its SIDBI office at Ahmedabad and Caretaker services for SIDBI Visiting Officers Flat at Ahmedabad.
3	प्रस्ताव आमंत्रण की तारीख Date of Issue of RfP	जुलाई 28, 2022 July 28, 2022
4	निविदा दस्तावेज़ की प्राप्त करने का समय, तारीख व स्थान (निर्धारित पते पर आकर स्वयं लेना अथवा सिडबी की आधिकारिक साइट से डाउनलोड करना) Time, Date and Place of collection of Tender Document (collection in person from the given address or downloading from official site of SIDBI)	समय: पूर्वाह्न 10.30 से सायं 15:00 बजे तक (सोमवार से शुक्रवार) तक Time: 10.30 am to 15:00 hrs (Monday to Friday) तारीख : 28.07.2022 से 17.08.2022 तक Date: From 28.07.2022 to 17.08.2022 स्थान : भारतीय लघु उद्योग विकास बैंक, नवजीवन अमृत जयंती भवन, प्रथम तल, पोस्ट बॉक्स सं. 10, नवजीवन डाकघर, अहमदाबाद - 380014, गुजरात Place: SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA, Navjivan Amrit Jayanti Bhavan, 1st Floor, P.B.No. 10, Navjivan P.O., Ahmedabad - 380014, Gujarat https://www.sidbi.in

5	<p>बोलियाँ जमा करने की अंतिम तारीख Last date for submission of bids</p>	<p>अगस्त 17, 2022 को सायं 15:00 बजे तक (3 pm) August 17, 2022 up to 15:00 hrs (3 pm)</p>
6	<p>बोली जमा करने का पता Address for bid submission</p>	<p>महाप्रबंधक भारतीय लघु उद्योग विकास बैंक, नवजीवन अमृत जयंती भवन, प्रथम तल, पोस्ट बॉक्स सं. 10, नवजीवन डाकघर, अहमदाबाद - 380014, गुजरात The General Manager SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA, Navjivan Amrit Jayanti Bhavan, 1st Floor, P.B.No. 10, Navjivan P.O., Ahmedabad – 380014, Gujarat</p>
7	<p>बोली-पूर्व स्पष्टीकरण Pre – bid Clarifications</p>	<p>यदि किसी स्पष्टीकरण की आवश्यकता हो, तो वह लिखित रूप में ई-मेल से (मेल-आईडी - smurali@sidbi.in तथा babutan@sidbi.in पर) अथवा व्यक्तिगत रूप से मिलकर जुलाई 28, 2022 से अगस्त 5, 2022 तक लिया जा सकता है। अगस्त 5, 2022 को 16.00 बजे के बाद कोई स्पष्टीकरण नहीं दिया जाएगा। उक्त तारीख और समय के बाद स्पष्टीकरण या पूछताछ हेतु प्राप्त किसी मेल अथवा काल पर विचार नहीं किया जाएगा। Clarifications, if any, may be asked in writing through e-mail or personal visit from July 28, 2022 to August 5, 2022, but not later than 16:00 hrs of August 5, 2022 on the following mail ids.- smurali@sidbi.in & babutan@sidbi.in. No mails /calls will be entertained beyond these dates and time for any query / clarification.</p>
8	<p>बयाना जमा राशि (ईएमडी) Earnest Money Deposit (EMD)</p>	<p>रु 10,000/- (दस हजार मात्र) जो 'सिडबी' के पक्ष में अहमदाबाद में भुगतान-योग्य डिमांड ड्राफ्ट/भुगतान आदेश के रूप में हो। इसे निविदा जमा करते समय, तकनीकी बोली वाले लिफाफे के अंदर, एक अलग लिफाफे में रखकर देना होगा, जिस पर "बयाना जमा</p>

		<p>राशि - अहमदाबाद स्थित सिडबी कार्यालय परिसर में हाउसकीपिंग तथा साफ-सफाई सेवाएँ और अहमदाबाद स्थित विजिटिंग ऑफिसर्स फ्लैट्स में केयरटेकर सेवाएँ प्रदान करने हेतु एजेंसी का चयन" लिखा हो।</p> <p>₹ 10,000/- (Rupees Ten thousand only) in the form of Demand Draft/Pay Order drawn in favour of "SIDBI" payable at Ahmedabad to be paid at the time of submitting the tender in a separate envelope super scribed" EMD – Selection of Agency for providing Housekeeping Services at SIDBI Office, Ahmedabad and Caretaker Services at its Visiting Officers Flats in Ahmedabad, and submitted in the envelope containing technical bid.</p>
9	<p>प्रतिभूति जमाराशि Security Deposit (SD)</p>	<p>निविदा प्रक्रिया के माध्यम से चुनी गई एजेंसी को ब्याज मुक्त प्रतिभूति जमा राशि के रूप में लगभग ₹.1,06,000/- (एक लाख छह हजार रुपए मात्र) (प्रतिभूति जमाराशि की ठीक-ठीक राशि का गणना बैंक पर आने वाले वार्षिक कुल संविदा मूल्य के अनुसार की जाएगी) की धनराशि संविदा दिए जाने की सूचना के 14 दिन के भीतर जमा करनी होगी। यह भारतीय लघु उद्योग विकास बैंक(सिडबी) के पक्ष में अहमदाबाद में देय माँग ड्राफ्ट/पे ऑर्डर/बैंकर चेक के रूप में दी जा सकती है अथवा आरटीजीएस/एनईएफटी के जरिए सीधे सिडबी के बैंक खाते में जमा की जा सकती है (सीधे जमा करने के लिए सिडबी के बैंक खाते का विवरण अनुरोध करने पर उपलब्ध कराया जाएगा) अथवा यह भारतीय लघु उद्योग विकास बैंक(सिडबी) के पक्ष में किसी अनुसूचित वाणिज्य बैंक से समतुल्य राशि की बैंक गारंटी के रूप में हो सकती है। इसे संविदा की समाप्ति के बाद एजेंसी से प्राप्य राशि, यदि कोई हो, को समायोजित करने के बाद वापस किया जाएगा। मूल बैंक गारंटी, यदि लागू हो, संविदा पूरी हो जाने के बाद ठेकेदार / जारीकर्ता बैंक को लौटा दी जाएगी।</p>

		<p>The Agency selected through the tendering process would be required to deposit interest free security deposit (SD) of about Rs.1,06,000/- (Rupees One Lakh Six Thousand only) (the exact amount of SD will be worked out based on the annual total contract value to the Bank) within fourteen days of notice of the award of the contract either in the form of a demand draft/pay order/ bankers cheque in favour of Small Industries Development Bank of India, payable at Ahmedabad or by direct credit to SIDBI's bank account through RTGS/NFFT (in case of direct credit, SIDBI's bank details will be provided on request) or by way of bank guarantee in favour of Small Industries Development Bank of India from any scheduled commercial bank for an equivalent amount which shall be refundable on expiry of contract after adjustment of any dues receivable from the Agency. The Original Bank Guarantee, if applicable, will be returned to the Agency/ issuing Bank on expiry of contract.</p>
<p>10</p>	<p>लिफाफों की संख्या No. of Envelopes (गैर विंडो, मुहरबंद) (Non window, sealed)</p>	<p>03 (तीन), गैर-विंडो मुहरबंद, निम्नलिखित रूप में 03 (Three), Non-window sealed as under:</p> <p>पहला लिफाफा : उसके ऊपर " हाउसकीपिंग सेवाओं (साफ-सफाई), केयरटेकर सेवाओं हेतु प्रस्ताव - आरएफपी सं. -- ---- जुलाई 2022 - तकनीकी बोली" लिखा हो और उसमें निम्नलिखित कागजात हों</p> <ol style="list-style-type: none"> 1. बयाना राशि के प्रति ₹.10,000/- का माँग ड्राफ्ट/पे ऑर्डर/बैंकर चेक अथवा यदि धनराशि आरटीजीएस/एनईएफटी के जरिए सीधे सिडबी के बैंक खाते में जमा की गई हो तो संदर्भ सं. / यूटीआर सं. 2. ₹. 100/- के स्टॉप पेपर पर विनिर्दिष्ट प्ररूप (अनुबंध - I) में सत्यनिष्ठा समझौता 3. अनुबंध-II में दिए गए प्ररूपों के अनुसार तकनीकी बोली का विवरण 4. अनुबंध-IV में दिए गए प्ररूप के अनुसार बैंक में डेटे फॉर्म

		<p>1st Envelope:Superscribing “OFFER FOR HOUSEKEEPING SERVICES (CLEANING, SWEEPING), CARETAKER SERVICES - RfP no. July 2022- Technical Bid”, containing:</p> <ol style="list-style-type: none"> 1. A demand draft/pay order/ banker’s cheque or the reference No./UTR No. in case of direct credit to SIDBI’s bank account through RTGS/NFFT for Rs.10,000/- towards EMD. 2. INTERGRITY PACT in the prescribed format (Annexure-I) and on `100/- stamp paper. 3. Technical Bid details as per formats given in Annexure II. 4. Bank Mandate Form as per format given in Annexure IV. <p>दूसरा लिफाफा : उसके ऊपर “ हाउसकीपिंग सेवाओं (साफ-सफाई) तथा केयरटेकर सेवाओं हेतु प्रस्ताव – आरएफपी सं. -- ---- दिनांक - वित्तीय / वाणिज्यिक बोली” लिखा हो और उसमें अनुबंध -III में दिए गए प्ररूप के अनुसार वित्तीय / वाणिज्यिक बोली दी गई हो।</p> <p>2nd Envelope: Superscripting “OFFER FOR HOUSEKEEPING SERVICES (CLEANING, SWEEPING), CARETAKER SERVICES - RfP No / dated ----- - Financial / Commercial Bid” containing Financial / Commercial Bid as per format given in Annexure III.</p>
11	<p>तकनीकी बोलियाँ खोलने की तारीख व समय Date & Time for Opening of Technical Bids</p>	<p>अगस्त 17, 2022 को सायं 16:30 बजे August 17, 2022 at 16:30 hrs</p>

12	<p>वित्तीय / वाणिज्यिक बोलियाँ खोलने की तारीख व समय Date & Time of opening of Financial / Commercial bids</p>	<p>केवल उन्हीं बोलीकर्ताओं को अलग-से सूचित किया जाएगा, जो तकनीकी मानदंडों के अनुसार योग्य पाए जाएँगे। Only those bidders will be separately advised who qualify the technical criteria.</p>
13	<p>बोली की वैधता Bid Validity</p>	<p>वित्तीय / वाणिज्यिक बोली खोले जाने की तारीख से 90 दिन तक। 90 days from the date of opening of Financial/Commercial bid.</p>
14	<p>संविदा का समय/अवधि Time / Period of Contract</p>	<p>इस संविदा की अवधि दो वर्ष होगी तथा इसे एक वर्ष के लिए आगे बढ़ाया जा सकेगा। तथापि, संविदा को जारी रखना इस बात पर निर्भर करेगा कि बैंक सेवा प्रदाता की सेवाओं से संतुष्ट है या नहीं। इसके लिए, सेवाओं की गुणवत्ता की बैंक के उपयुक्त प्राधिकारी द्वारा सतत समीक्षा की जाएगी। The tenure of the contract shall be for two years and is extendable for further period of one year. However, continuance of contract will be subject to ongoing review of quality of services rendered, done by appropriate authority of the Bank.</p>
15	<p>सार्वजनिक अभिग्रहण नीति Public Procurement Policy</p>	<p>कृपया अनुबंध VI देखें। Annexure VI may please be referred to.</p>
16	<p>सिडबी के पदाधिकारियों के संपर्क विवरण / Contact details of SIDBI officials</p>	<p>दूरभाष सं. / Tele. No. -079-27540902 मोबाइल सं. / Mobile Nos.8587018331 9501014805</p>
17	<p>सिडबी की वेबसाइट Website of SIDBI</p>	<p>https://www.sidbi.in</p>
18	<p>Independent External Monitor (IEM) appointed by the CVC</p>	<p>Shri. Nageshwar Rao Koripalli, IRS (Retd.) 38, The Trails, Manikonda, R.R.District <u>Hyderabad-500089</u> e-mail - knageshwarrao@gmail.com Mobile - 97889 19555</p>

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.
SIDBI reserves the right to cancel the entire bidding process without giving any notice or assigning any reason there off.
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Introduction and Disclaimers

Small Industries Development Bank of India (SIDBI), set up on April 2, 1990 under an Act of Indian Parliament, acts as the Principal Financial Institution for the Promotion, Financing and Development of the Micro, Small and Medium Enterprise (MSME) sector and for Co-ordination of the functions of the institutions engaged in similar activities. The Bidders can visit www.sidbi.in for more information.

SIDBI invites bids from reputed Bidders for **Selecton of Agency For providing Housekeeping Services at SIDBI Office, Ahmedabad and Caretaker Services at its Visiting Officers Flats in Ahmedabad.**

The tenure of the contract shall be for two years and is extendable for further period of one year, under mutual consent, if the services are found satisfactory.

The RfP document is not a recommendation offer or invitation to enter into a contract, agreement or other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between SIDBI and any successful Bidder as identified by SIDBI, after completion of the selection process as detailed in this document.

Information Provided

The RfP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RfP document.

For Respondent only

The RfP document is intended solely for the information of the **part** to whom it is issued ("the Recipient" or the Respondent" or "the Bidder").

Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including without intimation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions of information (whether oral or written and whether express or implied), including forecasts, statements, or

estimates, or projections contained in this RfP document or conduct ancillary to it whether or not the Losses arise in omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

Cost to be borne by Respondents

All costs and expenses incurred by Respondents in any way associated with the preparation and submission of responses, including but not limited to the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by SIDBI, will be borne entirely and exclusively by the Recipient / Respondent.

No Legal Relationship

No binding legal relationship will exist between any of the Respondents and SIDBI until execution of a contractual agreement.

Recipient Obligation to Inform itself

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RfP document and the meaning and impact of that information.

Evaluation of Offers

The Issuance of RfP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by Recipient. The Recipient unconditionally acknowledges by submitting its response to this RfP document that it has not relied on any idea, information, statement, representation, or warranty given in this RfP document.

Notice Inviting Tender

1. Small Industries Development Bank of India (SIDBI), set up on April 2, 1990 under an Act of Indian Parliament, acts as the Principal Financial Institution for the Promotion, Financing and Development of the Micro, Small and Medium Enterprise (MSME) sector and for Co-ordination of the functions of the institutions engaged in similar activities. The role and function of SIDBI are given in its website <https://www.sidbi.in/>.
2. SIDBI, having its Office at Navjivan Amrit Jayanti Bhavan, 1st Floor, P.B.No. 10, Navjivan P.O., Ahmedabad – 380014, Gujarat invites sealed quotations / bids from reputed agencies engaged and having main office / branch office at Ahmedabad for providing Housekeeping Services at SIDBI Office, Ahmedabad and Caretaker Services at its Visiting Officers Flats in Ahmedabad.
3. The Tender shall be submitted in two parts i.e. **Part-I** (Technical Bid) and **Part-II** (Financial/Commercial Bid). However, there will be separate envelopes as follows:

Part I

- (a) **Cover-I:** This Cover will contain INTERGRITY PACT in the prescribed format (**Annexure-I**) and on `100/- stamp paper. (The Tender will be rejected without the Integrity Pact). This will form part of the Technical Bid.
- (b) **Cover II** - This cover forming Part-I of the Tender should be super scribed "**Technical Bid for Housekeeping Services (cleaning & sweeping) and Caretaker Services for SIDBI at Ahmedabad**" (Strictly as per **Annexure-II**) containing all the certificates/information/documents (well indexed).

Annexure-II will consist of the following formats:

- i.) Application - (Format I)
- ii) List of works executed and works in hand - (Format II A & II B)
- iii) Details of empanelment with other institutions - (Format III).
- iv) Details of Resources (manpower) and infrastructure facilities available - (Format-IV)
- v) Financial information (turnover / profit & loss, etc.) during last three years - [Format-V]
- vi) A copy of IT Returns filed for FY 2018-19, FY 2019-20 and FY 2020-21 is to be submitted along with computation of income.

Part II

- (c) **Cover-III:** This cover forming Part- II of the Tender should be super scribed with the words "**Financial /Commercial Bid Housekeeping Services (cleaning & sweeping) for Office and Caretaker Services for VOF at Ahmedabad**". The bid should be strictly in the format as given in **Annexure-III**. This cover will be opened after short listing of Tenderers based on the Technical Bids.

(d) **Main Cover IV--:** This is a Master cover containing all the above covers of Integrity Pact, Technical Bid and Financial Bid/Commercial Bid along with EMD and this cover should be super scribed with the words "Tender for **Housekeeping Services (cleaning & sweeping) for Office and Caretaker Services for VOF at Ahmedabad**" the same shall bear the address as given below:

The General Manager,
Small Industries Development Bank of India,
Navjivan Amrit Jayanti Bhavan,
1st Floor, P.B.No. 10, Navjivan P.O.,
Ahmedabad - 380014, Gujarat

4. Those Technical bids which are found to be in order i.e. satisfying all the stipulated conditions for **Housekeeping Services (cleaning & sweeping) for Office and Caretaker Services for VOF at Ahmedabad**", shall be short-listed and Financial/Commercial bids of only such short-listed Bidders will be opened. Such short-listed Bidders will be intimated for the opening of Financial/Commercial Bid.
5. For Housekeeping Services (cleaning & sweeping), the Agency will have to engage five (05) boys and for Caretaker Services at VOF, the Agency will have to engage one (01) boy (as per present requirement - which may change from time to time) for meeting the office requirement and serving the officers/guests.
6. Any Agency submitting the Tender shall be deemed to have read and understood the terms and conditions, scope of the work, etc. and quote accordingly.
7. SIDBI reserves the right to call for any missing/additional requirements or otherwise from the applicant at the time of analysis of the Tenders received in response to this notice.
8. Any conditional offer / Tender shall not be considered.
9. Any modification in the Tender after opening date shall not be considered.
10. The Tenderers should read and understand all the terms and conditions of the Tender before applying as the submission of the Tender shall be deemed to signify the acceptance of the terms and conditions of this Tender and Annexures forming a part and parcel of it and the successful Tenderer shall sign and execute a Contract subsequently which shall be inclusive of the terms and conditions as set forth in Tender document.
11. The Agency should be a registered body for providing services of skilled, semiskilled/unskilled staff having requisite licence.
12. The Bidders should have experience of at least 3 years in providing services for Housekeeping and Guest house maintenance.

13. The Bidder should have experience of Housekeeping and maintenance of Guest House in any Banks (Public / Private sector)/ Financial Institutions / Government / Public Sector undertakings / Large Corporates, etc of repute with at least one (1) existing work order in the said organizations in the last 2 financial years.
14. The average Annual Turnover from Housekeeping and Guest House Maintenance services during last 3 years (i.e. 2019-20; 2020-21 and 2021-22) should be at least ` 50 lakh.
15. Satisfactory service certificates to be produced from any two of their existing major clients with details of contact person, Telephone No. email etc.
16. The Bidders should ensure and confirm that they have the entire mandatory compliance certificates / registrations / license under various applicable laws including labour laws applicable for the state of Gujarat. Minimum wages payable to the personnel to be engaged shall be strictly as per Central Labour Laws only. The Bidder should comply with various provisions of Central contract labour (R & A) Act 1970 and Central Rules 1971 and should enclose the copies of the following:
 - a) Self-attested valid Registrartion Certificate of the Agency / Firm.
 - b) License from Labour Commissioner to employ contract labour under the Central contract labour Act.
 - c) Registration certificate under Employees Provident Fund Act, with latest proof (challans to be attached).
 - d) Registration under Employees State Insurance (ESI) Act, with latest proof (Challans to be attached).
 - e) Income tax return of last 3 financial years (i.e. 2018-19; 2019-20 and 2020-21;) of the Agency to be enclosed.
 - f) Self-attested copy of PAN and GST registration Certificate of the Agency.
 - g) Copies of audited Balance Sheets for the last 3 financial years [i.e. 2019-20; 2020-21 and 2021-22 (Prov.)].
17. The Bidders shall have good name, standing and professional reputation for performing similar job / assignment. In addition, they should not have defaulted in providing similar services or should not have been black-listed by any office of SIDBI or any other establishments.
18. The Bid shall be signed by a person or person so authorized by the Bidder. In case, the Bidder is a Company, the person so authorized by the Company with its seal duly affixed shall sign the Bid.

19. The Agency shall be responsible for all injuries to persons, damage to building, building structure and shall rectify it at its own cost, while discharging the duties.
20. The Agency shall be responsible for storing and safeguarding its own material at its own cost.
21. Earnest money deposit (EMD) (refundable) of ₹10,000/- (Rupees Ten thousand only) by way of demand draft/pay order/ bankers cheque in favour of **Small Industries Development Bank of India** and payable at **Ahmedabad** or by direct credit to SIDBI's bank account through RTGS/NFFT (in case of direct credit, SIDBI's bank details will be provided on request), along with Part I Technical Bid. The bid would be rejected in case EMD is not enclosed with Part-I. The quotations may be forwarded along with the forwarding letter as enclosed at Part-I to The General Manager, Small Industries Development Bank of India, Navjivan Amrit Jayanti Bhavan, 1st Floor, P.B.No. 10, Navjivan P.O., Ahmedabad – 380014, Gujarat.
22. Tender document may also be downloaded from Bank's website www.sidbi.in or <http://eprocure.gov.in>. The Tenders received after the last date and time as mentioned above shall not be accepted.
23. Validity of Tender: Validity of the Tender shall be 90 days from the date of opening of Financial/Commercial Bid.
24. **Refund of EMD:**
 - a) The EMD of all unsuccessful Bidders shall be released immediately upon receipt of the acknowledged letter of intent.
 - b) If the successful Bidder fails to accept the LOI / sign the contracts or do not provide the required performance security or expresses inability to carry out the contract or fails to start the work within the stipulated time, the Bank shall; forfeit the bid security amount (EMD) of the Bidder and ban the Agency from subsequent bidding for a period of 3 years.
 - c) **Bank Mandate Form:**

Bank mandate form is required to be submitted as per the attached Annexure-IV. This information is required for the purpose of refund of the EMD to unsuccessful Bidders.
 - d) SIDBI reserves the right to call for missing/additional requirements or otherwise from the applicant at the time of analysis of the Tenders received in response to this notice.
 - e) SIDBI does not bind itself to accept the lowest or any Tender and reserves the right to reject all or any bid or cancel the Tender without assigning any reason whatsoever.

25. Technical Evaluation:

25.1 The proposals received by the Bank will be technically evaluated to arrive at the technical scoring as per the scoring methodology specified below under the TECHNICAL PROPOSAL EVALUATION CRITERIA. The Bids which are securing the technical score of **55 (fifty five) marks** or more marks out of a total of 100 marks are considered as technically qualified and only those technically qualified Bids will be further processed to find "Highest scoring Firms" as per evaluation methodology under TECHNO COMMERCIAL EVALUATION CRITERIA. The Bank, however, retains the right to lower the cut off score by 10 marks, if adequate number of bids does not qualify with the minimum score specified above.

Based on the details submitted by the Agency in the Technical Proposal and the presentation made by the Agency before the Evaluation Committee of the Bank (if so desired by the Bank). The Technical Evaluation of the eligible agencies will be carried out as furnished below:

Evaluation Matrix

Sr. No.	Parameter	Particulars	Points	Documents may be Indexed
1	Years of Experience in providing Housekeeping Agency services as on 31 st March, 2022 Total Points : 25 (Enclose letter of appointment or Lol)	a) 3 - 5 years b) 6-10 years c) More than 10 years (Less than 3 years' experience - Not eligible)	15 20 25	
2	Average Turn over (In last three financial years) i.e. 2019-20, 2020-21 & 2021-22. Total Points : 20 (Profit and loss statement duly audited / certified and stamped by recognized CA/ firm). For FY 2021-2022, if audited financials are not available, CA certified Financial Statements be provided.	a) ≥` 50 lakh - <` 75 lakh b) ≥` 75 lakh - <` 100 lakh c) ≥` 100 lakh - <` 200 lakh d) >` 200 lakh (Average turnover Less than <u>50 lakh in last 3 years - Not eligible</u>)	10 12 15 20	

3	Experience with number of Banks (Public / Private sector)/ Financial Institutions / Government / Public Sector undertakings / Large Corporates, etc. Total Points: 15 (Attach work / award orders to justify the experience)	a) 2-3 Banks/FIs/Large Corporates b) 4 to 7 Banks/FIs/Large Corporates – c) 8 or above Banks/FIs/Large Corporates –	10 12 15	
4	Value of Single Largest Project Completed in Last 3 Years Total Points : 20 (Attach copy of the Contract / award)	a) <`15 lakh b) >=`15 Lakh and up to `25 Lakh c) More than 25 lakh and up to `50 Lakh d) More than `50 lakh and upto `100 lakh e) More than `100 lakh –	0 10 12 15 20	
5	Performance Certificates from the Banks/PSU/Govt. Principle Employers/ Large Corporates of reputes. Total Points : 15 (Attach copies of the certificates)	(a) satisfactory performance certificate submitted from less than 2 employers or no Certificate submitted (b) Satisfactory Performance submitted from 2 Employers (c) satisfactory performance Certificate submitted from 3 or more Employers	0 10 15	
6	Quality Certification: ISO / Any other International Accreditation Certificate Total Points : 5 (Attach copy of the certificate, if any)	Having quality related certificate: a) No Certification b) 1 or more Certification	0 5	

The Agencies should submit relevant documentary evidence in support of the claim/declaration made by them on the above parameters of evaluation.

25.2 Techno-commercial evaluation criteria

This will be a techno commercial evaluation and accordingly the Technical evaluation will have 75% weightage and Commercial evaluation shall have 25%

weightage. These weightages shall be taken into consideration for arriving at the successful Bidder. The evaluation methodologies vis-a-vis the weightages are as under:

The overall score will be calculated for all technically qualified firms using the following formula:

$$S = (T/T \text{ High} \times 75) + (C \text{ Low}/C \times 25)$$

Where:

S = Score of the Firm

T = Technical score of the firm

T High = Highest Technical score among the firms

C = Quote as provided by the firm (please refer to **Annexure III**)

C Low = Lowest Quote among the firms

The Agency securing the highest combined score(S) becomes the successful Agency.

For example – There are three Bidders A, B and C.

Technical score will be arrived at treating the marks of the Bidder scoring the highest marks (A) in Technical evaluation as 100. Technical score for other Bidders (B, C, etc.) will be computed using the formula Marks of B / Marks of highest scorer A*100.

Similarly, Commercial Score of all technically qualified Bidders will be arrived at taking the cost quoted by L1 Bidder i.e., the lowest quote from all technically qualified Bidder (say C) as 100. Marks for other Bidders will be calculated using the formula Commercial Score = Cost of L1 Bidder / Cost quoted by Bidder * 100.

A “Combined score” will be arrived at, taking into account both marks scored through Technical evaluation and the Financial/Commercial evaluation with a weightage of 75% for the Technical Evaluation and 25% for the Financial /Commercial evaluation as described below.

The combined score is arrived at by adding Technical Score and Commercial Score. The successful Bidder will be the one who has highest Combined Score.

Sr. No.	Bidder	Technical Evaluation marks (T)	Nominal Bid Price in INR(C)	Wighted Technical Score	Weighted Financial / Commercial Score	Combined Score (out of 100)
1	A	95	69	95/95*75 = 75.0	60/69*25 = 21.7	75.0+21.2 = 96.7
2	B	85	65	85/95*75 = 67.1	60/65*25 = 23.1	67.1+23.1 = 90.2
3	C	90	60	90/95*75 = 71.1	60/60*25 = 25.0	71.1+25.0 = 96.1

In the above example Bidder 'A' with highest combined score becomes the successful Bidder – L1.

- Bids submitted without the Integrity Pact shall not be considered.
- *In case of a tie between prequalified Bidders in service charge quoted by them, the decision will be on the basis of the **maximum score** obtained as per the "Evaluation Matrix score" and further in case of tie between Bidders in obtained score also as per "Evaluation Matrix score", L1 will be decided on the average of last three years turnover, for financial years 2019-20, 2020-21 and 2021-22, i.e. Bidder having highest average turnover will be considered as **L1**.*

26. Public Procurement Policy on Micro and Small Enterprises (MSEs)

- 26.1 SIDBI is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, Gol.
- 26.2 These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centre 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).
- 26.3 Such MSEs would be entitled for exemption from furnishing Tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSE's may approach the Tender inviting authority to resolve their grievances.
- 26.4 Agencies / Bidders desirous of availing exemptions / preference under above provisions should submit a copy of proof of Registration as MSEs / and ownership of the same by SC/ST (if applicable) along with the Tender/RFP.
- 26.5 Bidder is required to inform its MSME status as per following definition, (if applicable): Manufacturing Enterprises and Enterprises rendering Services

Enterprise Category	Manufacturing (Original Investment in P&M)
Micro	Investment in Plant and Machinery or Equipment: Not more than ` 1 crore and Annual Turnover : not more than ` 5 crore
Small	Investment in Plant and Machinery or Equipment: Not more than ` 10 crore and Annual Turnover : not more than ` 50 crore
Medium	Investment in Plant and Machinery or Equipment: Not more than ` 50 crore and Annual Turnover : not more than ` 250 crore.

27. The quotations which are not submitted in the prescribed manner will not be accepted. The date of opening the Technical Bids and Financial/Commercial bids will be as under:

- a) **Date of Opening the Technical Bids: August 17, 2022** at 16:30 hrs. (04:30 pm);

- b) **Date of Opening the Financial/Commercial Bids:** Will be decided after analysis of the technical bids and will be separately informed to the Bidders who are qualified under Technical evaluation Matrix.

The Bidders may make it convenient to be present at the time of opening the bids on the above date and time. All the interested Bidders are advised to read the Tender Document carefully and in case any discrepancy is found in the document the same may be clarified during the pre-bid meeting on the specified date and time. The Bank reserves the right to accept or reject any or all quotations without assigning any reasons.

28. Pre-qualification / Eligibility Criteria for the Bidders:

- 28.1 The Agency should be in existence for at least last three years with Registered / Local office at Ahmedabad.
- 28.2 The Agency should have at least 3 years' experience in providing maintenance services to reputed organizations like all India Financial Institutions, Public Sector Banks / undertakings and large private sector Organisations, MNCs with average annual sales turnover of ` 50 lakh or more in the last three years.
- 28.3 The Agency should be registered for GST. (Attach a copy of the registration certificate).
- 28.4 The Agency should be an Income Tax Assessee having filed Income Tax returns for the Assessment Years 2020, 2021 and 2022. In case the agency is exempted from paying income tax, the exemption certificate issued by IT Department may be enclosed.
- 28.6 The Agency should be a proprietorship concern or partnership firm or LLP or a corporate body registered under Companies Act. In case of partnership firm, partnership deed registered with Registrar of Firms may be submitted OR in case the agency is private limited company, the registration certificate with Registrar of Companies should be submitted.
- 28.7 The Agency should not be black-listed by any public sector Bank, FI, RBI or IBA or any other Government agency during last 3 years. A self signed declaration as per the Format given in Annexure X to be attached.
- 28.8 The Agency should have main office /branch office / Registered office in Ahmedabad on the date of application (A copy of address proof to be submitted).

29. Acceptance of Selection Process

- 29.1 Each Recipient / Respondent having responded to this RfP acknowledges having read, understood and accepted the selection & evaluation process mentioned in this RfP document. The Recipient / Respondent cease to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RfP.

30. **Error and Omissions**

30.1 Each Recipient should notify SIDBI of any error, fault, omission or discrepancy found in this RfP document.

31. **Acceptance of Terms**

31.1 Recipient will, by responding to SIDBI for RfP, be deemed to have accepted the terms of this introduction and Disclaimer.

32. **Notification**

32.1 SIDBI will notify all short-listed respondents in writing or by email as soon as practicable about the outcome of their RfP. SIDBI is not obliged to provide any reasons for any such acceptance or rejection.

33. **Proposal Ownership**

33.1 The proposal and all supporting documents submitted by the vendors shall become the property of SIDBI unless the Bank agrees to the vendors specific request in writing, that the proposal and documentation be returned or destroyed.

INSTRUCTION TO AGENCIES

- i. Any clarification to be sought by the Agency should be done on or before the stipulated date.
- ii. At any time prior to the deadline for submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment and notification thereof.
- iii. Amendment notification, if any, shall be hosted on SIDBI Website www.sidbi.in & <http://eprocure.gov.in> only.
- iv. In order to allow prospective Agency reasonable time to take the amendment, if any, into account for preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.
- v. In case of any clarification required by Bank to assist in the examination, evaluation and comparison of bids, Bank may, at its discretion, ask the Agency for clarification. However, no change in the price or substance of the bid shall be sought, offered or permitted.
- vi. It would be the responsibility of the Agency representative to be present at the venue of opening of Bids.
- vii. The envelopes should clearly indicate the Name and Address of the Agency. All pages of the bid document 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.
- viii. The 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.
- ix. Deviations, if any, to the terms of the RfP should be annexed separately to the Technical bid.

BID VALIDITY:

The period of bid validity shall be binding on the Agency, as Bank may award the contract at any stage on or before the expiry of the bid validity date. Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary, without assigning any reason(s) therefore.

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 Agency shall be allowed to withdraw the bid. Bank has the right to reject any or all the bids received without assigning any reason whatsoever. Bank shall not be responsible for non-receipt / non-delivery of bid documents due to any reason whatsoever.

TENDER METHODOLOGY, BID EVALUATION & AWARD OF CONTRACT:

- i. The Tender methodology proposed to be adopted by Bank will be **"TWO BID SYSTEMS"** i.e. Technical Bid and Financial/Commercial Bid.
- ii. Bid evaluation shall be done in two phases. In first phase only the **1st envelope** will be opened to evaluate the Technical Bids with respect to terms & conditions defined in the RfP. Based on the technical evaluation, Agencies will be short listed for opening of the Financial/Commercial Bids.
- iii. In second phase, **2nd envelope containing Financial/Commercial Bid** of the Agencies short listed in the first phase shall be opened. Agency's representatives may like to be present during Financial/Commercial Bid opening. **Date and time of opening of the Financial/Commercial bids shall be advised only to the Agencies that are shortlisted in the first phase of evaluation.**
- iv. Acceptance of bid by the Bank would not guarantee the award of contract.
- v. Bank will award the contract to the successful Agency whose bid has been determined to be substantially responsive (explained further in this document) and has found to be L1 bidder as per the Techno Commercial Evaluation criteria as described in this document.

RESPONSIVE BIDS: Bids conforming to the following essential requirements shall be considered as responsive or valid bids:

- a. Bids submitted at the prescribed address on or before the stipulated date and time.
- b. Bids accompanied with following documents:
 - i. DD/ PO, etc., towards the EMD as required unless exempted to deposit EMD.
 - ii. Integrity Pact duly signed and stamped.
 - iii. Duly filled in and signed Technical Bid in prescribed format.
 - iv. Duly filled in and signed Financial/Commercial Bid in prescribed format.

Venue

The above service shall be provided normally at Bank's premises (Office / Officer's Flats) at Ahmedabad and/or at any other place as approved by the Bank.

Pre-bid Clarifications

- Clarifications, if any, may be asked in writing through e-mail or personal visit from **July 28, 2022 to August 5, 2022**, but not later than 16:00 hrs of **August 5, 2022** on the following mail ids.- smurali@sidbi.in & babutan@sidbi.in. No mails /calls will be entertained beyond these dates and time for any query / clarification.
- The interested Agencies are advised to inspect the site/nature of service required in this regard and satisfy themselves before submitting their bids. Agency shall be deemed to have full knowledge of the site/ nature of services to be provided, whether it inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed.

Rates:

- a. The Agency shall ensure payment of minimum wages (as per the Central Govt labour laws applicable as on **April 01, 2022 for Ahmedabad, Gujarat**) and amended from time to time to the workmen employed by it. It shall maintain a register of wages and shall issue a wage slip to every workman employed by it and obtain their signature or thumb impression on the wage slips. A copy of such wage slip shall be submitted to the Bank after every payment to the workmen.
- b. In Financial/Commercial Bid format (**Annexure III**), the minimum monthly wages prevailing as per Central Govt labour laws are already **quoted and the Bidders have to quote only their service charge in percentage**. No extra amount will be paid.
- c. No escalation, except change in the minimum wages by Central Govt, in rates will be permitted during the currency of the contract period.
- d. No advance will be paid by the Bank to the Agency under this contract.

TERMS OF PAYMENT: The payment terms of the Bank are as under:

- a. Payment to Agency shall be made on a monthly basis. Agency shall raise the invoices for services provided during the previous month and submit the consolidated bills to the Bank's Administration Department in the first week of every following month. The Bank after scrutiny will release the payments within 7-10 working days from the date of bill submission under normal circumstances. However, **the Agency shall not wait for receipt of payment from SIDBI for paying the salary to its Housekeeping staff**. All the payments including refund of EMD will be made by Bank, **Ahmedabad** Office, electronically through RTGS/ NEFT. All the Agencies should submit duly filled-in & signed [by authorized signatory and Agency's banker] Bank Mandate Form as per format prescribed in **Annexure - IV**.

- b. At the time of claiming the payments including refund of EMD, Agency will be required to confirm in writing the bank a/c and other details furnished in the Bank Mandate Form. In case of any changes, Bank Mandate Form would require to be re-furnished.
- c. No interest / penalty / charge of any kind shall be paid on any delayed payment / settlement of bills by the Bank.
- d. The Agency must accept the payment terms proposed by the Bank. All invoices / bills submitted by the 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 Agency, in case of delays or defaults on the part of the Agency. Such withholding of payment shall not amount to a default on the part of the Bank.

15. EARNEST MONEY DEPOSIT (EMD) AND SECURITY DEPOSIT (SD):

- a) The Agency submitting the bids will have to deposit **EMD of Rs. 10,000/- (Rupees Ten Thousand only)** in the form of a demand draft/pay order/ bankers cheque in favour of **Small Industries Development Bank of India** and payable at **Ahmedabad** or by direct credit to SIDBI's bank account through RTGS/NFFT (in case of direct credit, SIDBI's bank details will be provided on request), along with Part I Technical Bid. The unsuccessful Agency will be refunded the EMD **within the 10 working days** from the date of final decision of Bank regarding the award of contract except on account of exigencies beyond Bank's control. No interest / penalty / charge of any kind shall be paid for any delay in refund of EMD by the Bank.
- b) Any bid received without EMD in proper form and manner shall be considered invalid and rejected.
- c) If the successful Bidder fails to accept the LOI / sign the contract or expresses inability to carry out the contract or fails to start the work within stipulated time, the Bank shall forfeit EMD of the Bidder and the Bank reserves the right to ban the Agency from subsequent bidding for a period of 3 years.
- d) The Agency selected through the tendering process would be required to deposit interest free security deposit (SD) of about **Rs 1,06,000/- (Rupees One Lakh Six Thousand only)** (the exact amount of SD will be worked out based on the annual total contract value to the Bank) within (14) fourteen days of notice of the award of the contract either in the form of a demand draft/pay order/ bankers cheque in favour of '**Small Industries Development Bank of India**', payable at **Ahmedabad** or by direct credit to SIDBI's bank account through RTGS/NFFT (in case of direct credit, SIDBI's bank details will be provided on request) **or by way of bank guarantee** in favour of Small Industries Development Bank of India from any scheduled commercial bank for an equivalent amount which shall be refundable on expiry of contract after adjustment of any dues receivable from the Agency. The Original Bank Guarantee, if applicable, will be returned to the Agency/ issuing Bank on expiry of contract.

- e) The EMD of the successful Bidder will be adjusted against SD payable by the Agency and it (Agency) will be required to pay only the balance amount. In case the bank guarantee of about **Rs 1,06,000/- (Rupees Ninety Eight Thousand only)** is submitted, EMD amount of **Rs 10,000/- (Rupees Ten Thousand Only)** will be refunded to the Agency, within 10 working days after submission of the said guarantee to the Bank.

Insurance

- I. The Agency shall keep the employer, its servants or agents indemnified against claims, actions or proceedings brought or instituted against the employer, 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 follows:-
 - a. Personal injury - **Rs. 3.00 lacs** - minimum
 - b. Property Damage - **Rs. 3.00 lacs** - minimum
- II. Besides covering all employees of Agency under ESIC scheme, the Agency shall also require obtaining a workman compensation policy for an amount at least Rs. 2 Lacs per employee and covering all the staff during the contract period deployed at site. If Agency fails to comply with the above provisions, SIDBI reserves the right to deduct suitable amount from the Agency's payment and pay the insurance company.
- III. If Bank decides to place work order for additional scope of work in the same premises or amend the original contract for additional scope of work in the same premises, the Agency shall be bound to accept the same at rates mutually agreed upon during the currency of the contract.
- IV. Bank may add or cancel any site at its discretion and the Agency shall be bound to accept the same at rates contained in the original work.
- V. Bidder shall quote his rates and submit break-up thereof for all items of work described in the Financial/Commercial bid.

Termination of Contract

If the Agency fails to perform any of the obligations under this contract and if the Bank is dissatisfied with the services, the Bank may terminate the services of the Agency with a notice of winding up and the Agency shall vacate the premises **within a period of one month of written notice**. 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 winding up notice and termination of contract. However, the Agency is required to give **3 month's notice** in case it does not want to continue the contract. In this case, Bank shall forfeit the security deposit and shall award the contract to new agency. Decision of SIDBI in such matters shall be final and binding on the Agency.

Agreement

The successful Agency will be required to enter into an agreement with SIDBI for providing the Housekeeping Services/Caretaker services (**Annexure VIII**)

Use of Contract Documents and Information:

- a. The Agency 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 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.
- b. The 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.

Sub-contracts:

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

Applicable laws:

- a) The Contract shall be interpreted in accordance with the laws prevalent in India.
- b) COMPLIANCE WITH ALL APPLICABLE LAWS:** The 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 RfP and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/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.
- c) **Force majeure:**
 - I. If the performance as specified herein is prevented, restricted, delayed or interfered by reason of Acts of God including fire, explosion, earthquake, 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 herein before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference 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.

II. If a Force Majeure situation arises, the 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 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.

Resolution of Disputes:

I. It will be the Bank's endeavor to resolve amicably any disputes or differences that may arise between the Bank and the Agency from misconstruing the meaning and operation of the RfP and the breach that may result.

II. In case of Dispute or difference arising between the Bank and the Agency relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Bank and the Agency.

III. The Agency shall continue 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.

IV. Arbitration proceedings shall be held at Ahmedabad, India, and the language of the arbitration proceedings and that of all documents and communications between the parties concerned shall be English.

V. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by mail and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.

VI. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

VII. Any dispute between the 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. The arbitration award shall be final and binding. The Agency shall not be entitled to suspend the provision of the Services, pending resolution of any disputes and shall continue to render the Services in accordance with the provisions of the contract notwithstanding the existence of any dispute between the Agency and the Bank or the subsistence of any arbitration or other proceedings.

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

b. The Housekeeping Staff should not be more than 55 years at the time of joining the Agency.

c. The Agency will not rotate the Housekeeping Staff from one place to another and/or one institution to another without the prior written consent of the Bank.

d. The 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 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 engaged for performing the job shall be responsible for their acts and omissions to the Agency.

e. The Agency shall be solely responsible for the acts and omissions of its employees / representatives dealing with the Bank and undertakes to indemnify the Bank against any loss, damage, theft, negligence, etc., that may occur due to non-performance or mal performance or mis-performance, of its employees.

f. The Housekeeping staffs engaged shall not allow any material in the custody of the Bank to be taken out from the said premises unless authorized by a nominated officer(s) of the Bank under his (their) scale and signature. That it is reiterated and made clear that management, control of the Housekeeping staffs so provided shall be with the Agency and the said Housekeeping staffs for all purposes shall be within the Disciplinary Authority of the Agency.

g. The Agency shall be solely responsible for all injury to the workmen and for all damages caused to the building and other properties that may occur due to negligence, carelessness, accidental or any other reasons whatsoever. The Agency shall fully indemnify SIDBI and hold SIDBI harmless in respect of all and any such expenses arising from all such injury or damages to any person(s) or property as aforesaid and also in respect of any claim made in respect of injury or damage under any act of compensation or damage consequent upon such claim.

h. Payment of salaries / wages due to the Agency's employees shall be made by the Agency, preferably by direct credit to their Bank account, on or before the seventh of every month. The necessary salary / wages payment vouchers shall be open to SIDBI's inspection which shall be carried out by SIDBI's authorised representatives and the same shall be verified by him. In case of default on Agency's part to pay the salaries / wages to its employees, SIDBI shall have the right to demand such payments to the Agency's employees or to recover the same from the bills submitted by Agency.

i. The Agency shall not engage any person who is suffering from contagious or infectious diseases or who is a minor.

j. The Agency shall strictly abide by the terms & conditions as stipulated in Contract Labour (Regulation and Abolition) Act, 1970 and rules framed thereunder, Minimum Wages Act, 1948 or any other relevant labour laws/statutes in force.

k. That the Agency shall implement and cover all the personnel employed by it under the various industrial/labour laws, existing or amended from time to time, such as E.S.I.C., P.F., Bonus, Workmen's Compensation Act, etc. and shall also be responsible for any claim/damage made by the personnel employed by it under this Agreement. The Agency shall maintain the musters, salary registers, leave registers, P.F. registers, etc., and shall also pay provident fund and the professional tax in time and file returns in respect of all the employees employed in the Bank's premises under this contract and the Agency shall make available the same to the Bank every month, if so desired by the Bank.

l. The Agency also agrees that in case of any pilferage or theft of the Bank's material, during the pendency of this contract, it shall reimburse the loss to the Bank. It shall also make good any loss or damages, caused by it or its personnel to the Bank during the pendency of this contract.

m. The Agency agrees to provide uniforms to its workmen staff working in the Bank's premises, for effective discharge of their duties.

n. The Agency also agree to make available to the Bank or to any Statutory Authority, relevant information and/or records as may be obligatory under the rules, statutes, etc., for inspection as may be directed in that regard by the Bank or by any Statutory Authority respectively.

o. The Bank will not be responsible or liable in case of any dispute arising between the Agency and the Housekeeping staffs employed by the Agency for carrying out the housekeeping services and no relationship of Employer and Employee shall come into existence between the Bank and the Agency or Housekeeping staffs for which all responsibilities shall vest with the Agency alone.

p. That the Agency shall submit police verification report on the character and antecedents of its personnel and other details relating to age, educational qualification, name and permanent address of the Housekeeping staffs to be provided under this contract, along with their passport size photographs, before engaging them for duty in the Bank's premises.

q. **The successful Bidder/Agency shall :-**

- a. ensure that all persons employed by it, for the purposes for rendering the services required by the Bank, for which no extra payment will be made by the Bank. The Agency shall be responsible for any injury or damages to any persons or any other things. The Agency shall be responsible to keep them suitably insured during the contract period at Agency's cost.
- b. ensure that its employees, while on the premises of Bank or while carrying out their obligations, observe the standards of cleanliness, decorum, safety, good behaviour and general discipline laid down by the Bank or its

authorized agents and the Bank shall be the sole judge as to whether or not the Agency and /or its employees have observed the same.

- c. personally and exclusively supervise or employ sufficient supervisory personnel, exclusively to supervise the work so as to ensure that the services rendered are carried out to the satisfaction of the Bank.
- d. ensure that no employee of the Agency will enter or remain on the Bank's premises beyond the specified time limits unless absolutely necessary for fulfilling agency's obligations.
- e. be liable for any damage caused to the Bank or its premises or any part thereof or to any fixtures or fittings thereof or any property of the Bank and therein by any act, omission, default or negligence of the Agency or its employees or agents.
- f. The Bank will not provide accommodation to the Agency's Housekeeping staffs in the Bank's premises.
- g. It is the obligation of the Agency to cover its employees under the ESI and EPF and the Agency shall submit to SIDBI the proof (with names) of each such payment made to the authorities concerned.
- h. Maintenance of all types of records in respect of employees employed by the Agency should be its own responsibility.
- i. The Agency shall abide by the Government of India (Ministry of Labour) rules and regulations and all other Statutory Acts/Regulations and rules relevant to this contract including Works Contract Act, Minimum Wages Act, Provident Fund Act, ESI, etc., and shall indemnify Bank against and damages arising out of the default on the part of Agency due to negligence or non-compliance with any of the aforesaid rules (Central / State), regulations, etc., laid down by the Central/State Government, Statutory authorities Regulations and other Government bodies, if any, from time to time.
- j. The Agency will be required to submit an Undertaking as per the format given in Annexure VII along with the monthly bill and the bill will be settled only thereafter. The Agency shall not wait for receipt of payment from SIDBI for paying the salary to its Housekeeping Staff.
- k. Bank shall deduct tax at source as per extant tax laws at the time of making the payment and issue the corresponding certificates to the Bidder/Agency to whom contract was awarded for the payments made to it from time to time.
- l. The Agency needs to provide replacement of the contracted staff during their leave of absence.

- m. SIDBI shall without prejudice to the rights mentioned herein be entitled to terminate the contract by giving one month notice in writing in the event of breach of any of the covenants by the Agency. The Agency may terminate the license prior to the terms of the contract by giving three months notice.
- n. The Agency shall ensure adherence to the statutory provisions regarding payment of minimum wages/ESI/Service tax/EPF contribution etc.
- o. The Agency shall abide by the Govt of India (Ministry of Labour) rules and regulations and all other Statutory Acts / Regulations and Rules relevant to this contract including Works Contracts Act, Minimum wages Act, Provident Fund Act, ESI etc. and shall indemnify the Bank against and damages arising out of the default on part of the Agency due to negligence or non compliance with any of the aforesaid rules (Central / State), Regulations etc. laid down by the Central / State Governments, Statutory bodies / authorities and other Govt bodies, if any from time to time. The Agency shall not wait for receipt of payment from the Bank for paying salary and other allowances to its staff.
- p. In case, the Agency does not have the licence under the Contract Labour and Abolition Act, in that case also, the Bank will ensure that the Agency is paying the minimum wages and proof of the payment is submitted by the Agency to the Bank as and when demanded by the Bank.
- q. The Bank shall, without prejudice to the rights mentioned herein be entitled to terminate the contract by giving one month notice in writing in the event of breach of any of the covenants by the Agency. The Agency may terminate the contract prior to the expiry of the contract period by giving one month notice in writing to the Bank.
- r. The Agency shall have to provide replacement of the Staff so as to maintain the total number of staff at 5 for the office premises and 1 for VOF at all times.

Appendix-I

**Scope of Work and related conditions for Housekeeping
i.e. Cleaning & Sweeping at Office and Caretaker Services for VOF**

The Agency shall :

- a) Provide **5 (five)** Nos. of Housekeeping staff for cleaning and for sweeping on 8 hourly basis for SIDBI Office at Ahmedabad on 26 days / month (Monday to Saturday, 6 days a week).
- b) Provide **1 (One)** No. of Caretaker for SIDBI's Visiting Officers Flat on all the 365 days in a year.
- c) The Bank reserves the right to increase / decrease the number of Housekeeping services based on its requirement and the payment will be made accordingly.
- d) The Agency will undertake to provide trained housekeeping personnel for the said jobs.
- e) The staff shall be properly dressed in neat and tidy uniform at all times during performance of duty. They shall be courteous, well mannered, alert and attentive. They should be conversant with the tenets of the trade.
- f) The above service shall be provided normally at Bank's premises (Office / Officer's Flats) at Ahmedabad and/or at any other place as approved by the Bank.

A. The scope of work for Housekeeping staff will involve:

The Agency shall ensure the following for Office Premises at Ahmedabad and Visiting Officer Flats at Ahmedabad:

1. Daily cleaning of Office Premises at Ahmedabad and Visiting Officers Flats at Ahmedabad (For Office - To be completed before office hours and for Visiting Officers Flat - To be completed by 9 a.m, on daily basis).
2. Proper and efficient sweeping and swabbing of all the floors with Teepol, Lizol and other standard (non-polluting) chemicals.
3. Proper and efficient cleaning and swabbing of all the toilets and wash basins (minimum twice a day) at office premises to keep them neat and clean, with Lizol, Teepol, Harpic and other standard (nonpolluting) chemicals.
4. Daily disposal of garbage from the sites regularly.
5. Sweeping and Mopping of Floors/ tiles in Pantry & Canteen located in office premises at Ahmedabad and Visiting officers Flat Ahmedabad.

6. Removal of waste papers, packing material and any other garbage from the entire premises, including the staircases etc. of office at Ahmedabad and Visiting Officers Flat at Ahmedabad.
7. Cleaning of frames, panels, railings and cabin, partitions with Colin, Teepol and other standard (nonpolluting) chemicals.
8. Cleaning and dusting of planters, paintings, AC covers, posters, notice boards, office furniture, Brass polishing of name plates etc.
9. Removal of bird dropping and other dirt's on the inner walls or on the foot of doors, ventilators etc. as and when required. Vacuum cleaning of blinds and spot removing with chemicals etc.
10. Cleaning and sweeping of road in front of office/ residential building, if required.
11. Any other work assigned by the Bank from time to time.

Weekly Cleaning (On Saturday)

1. Thorough cleaning/ washing of the entire floor area by using Teepol, Lizol, Brisk, etc. and scrubbing of the entire office premises, toilets, lunch room and common areas of Banks' premises at Ahmedabad.
2. Efficiently dusting of walls, roofs etc. from top to downward.
3. Brass polishing of brass/ copper fixtures, if any.
4. Window sponging and cleaning from inside and outside of building with chemical.
5. Cleaning of drinking water coolers, refrigerator, dustbins, buckets etc. with detergents and other chemicals.
6. Vacuuming of curtains/ venetian blinds, carpets, office furniture/ VOF furniture and removal of spots.
7. Washing and cleaning of garbage areas with chemicals.
8. General cleaning/ dusting of panels, posters, paintings, light fittings, fans, tube lights and electrical fittings etc.
9. Polishing of non-carpeted floor area, cleaning of sanitary/ water supply fixtures, wall tiles etc.

B. SCOPE OF WORK AND RELATED CONDITIONS FOR VOF CARETAKER

a. Scope of Housekeeping /Maintenance of VOFs:

1. Daily Cleaning and dusting of rooms, dining halls, pantry, lobby, corridors, windows, / door panels, granite counters, etc., toilet cleaning, cleaning of the toilet seats, urinal pots, wash basins, floors by applying toilet cleaner & scrubbing the same with toilet brush, washing by disinfectant. All the dust be wiped dry with dry duster & wiping of mirrors with glass cleaning agent. Replenishment of soaps or liquid soap in the soap dispensers, clean mugs should be available in the toilets. Wiping/dusting of the chairs, tables, A/C grills, telephones etc. on daily basis, Vacuum cleaning of the carpeted rooms should be done, Collection of the garbage/waste papers from the guest's rooms and disposing it off in the specified manner. All toilets should have the toilet freshener (Like Odonil), toilet rolls and naphthalene balls must be put in the urinal pots and washbasins.
2. The Agency shall ensure that the persons engaged by it for the purpose shall have skills of housekeeping, cooking and courteous servings to the guests.
3. The Agency shall ensure that the person engaged by it for the purpose of help shall wear clean dress and follow decent manners.
4. The Agency shall be responsible for police verification as well as identity of persons engaged by him.
5. The Agency shall issue identity cards to the engaged person and submit a copy to SIDBI for records.
6. The infrastructure provided by the Bank at the aforesaid places will be solely under the care and supervision of the Agency and any damage or loss to the property will be entirely the responsibility of the Agency.
7. Hand soap and a cleaned towel will be provided each time a new guest occupies the room.
8. The Agency will always maintain all the equipment's / machinery / ACs in good working condition and inform the Bank in case of any damage/ fault/breakdown. In case the damage is on account of the manpower supplied by the Agency, it will have to make good the loss.

b. General Housekeeping services required for Visiting Officers Flats (VOF)

1. Bed sheets & other linen should be changed daily in occupied rooms or upon checkout. Inventory of linen should be maintained. The washed linen should be readily available. The trained staff should do the bed making properly.

2. The Agency will be required to take utmost care of in-custody items, utensils, equipment which will be handed over to them. If any items, utensils etc. are found lost, it would be recovered from the Agency.
3. The electricity charges and repairs in respect of plumbing, electrical connections, etc., will be attended to by SIDBI at its cost. The Agency shall collect / arrange to collect the Electricity / Telephone Bills pertaining to the VOF and submit the same in the Office of SIDBI.
4. The Agency shall pay the gas refill charges & cable charges and seek reimbursement from SIDBI.
5. The Agency shall take every care to avoid unnecessary consumption of power and gas and misuse of infrastructure.
6. The telephone of SIDBI installed in the VOFs shall be under the lock and key of the Agency and the Agency shall ensure that no unauthorized calls are put through the same. The Agency shall maintain a register to record the official calls put through the said telephone and shall bear the cost of all unauthorized calls not supported by the entries in the said register. The Agency shall collect / arrange to collect the telephone bills pertaining to the telephones and present to SIDBI for payment.
7. All losses and damages to the property of Bank by the Agency or its employees or agents shall be made good by the Agency on receipt of demand by Bank on that behalf and Bank's decision regarding the quantum of such losses / damages shall be final. Bank shall be entitled to recover such amount by deducting the same from any amount(s) payable by Bank to the Agency for rendering the aforesaid services.
8. The cost of washing / laundering of towels, bedspreads, sheets, pillow cover, etc., in VOFs shall be borne by the Agency.
9. Attending on the guests and looking after their needs incidental to their stay in VOFs.
10. Rendering other services such as keeping drinking water in the rooms, keeping soaps and towels in the toilet and bathrooms, changing bedspreads, sheets and pillow covers and putting them for wash or laundry.

c. Responsibility of cook in the VOFs/guest house

The Agency shall, to the satisfaction of SIDBI, arrange to prepare vegetarian and non-vegetarian food and snacks as also tea, coffee and such other items as Bank may specify from time to time, at the cost of the Agency and cater the same as per the requirements of the guests staying in the VOFs of Bank.

1. The Agency shall charge guests for the food, snacks and other items served to them at the rates approved by Bank from time to time and Bank shall not be responsible for any non-payment / non-recovery for such bills.

Bank would, however, settle food bills for its official guests. The Agency will be advised about the same in advance.

2. The Agency shall provide all groceries, vegetables, oils, and masalas etc., required for preparation of food, good quality rice & the vegetables should be soaked in salted water to ensure that the traces of pesticides are removed and then it should be washed thoroughly, Cooking should be done in reputed brand of refined Sunflower / Safola Oil. It should bear the AGMARK wherever available. The food preparation should be done under hygienic conditions & the food should not have excessive oil, spices, chillies and salt.
3. The sweets (desserts) etc., provided should be free of silver foil and special care should be taken in the preparation of chapattis. It should be prepared immediately prior to the mealtime to ensure that it is hot, and the curd should be fresh. The menu will be as decided by the bank. The meal rates will be as prescribed by the Bank from time to time and the same should be displayed prominently.

d. **Maintenance of Pantry**

1. The Pantry should be cleaned thoroughly including the tiles, drainage's and flooring on daily basis. The chopping boards, knives should be cleaned properly on daily basis, the cleaning of the SS ware and the kitchen utensils should be done properly and the Utensils etc. should be kept sparkling clean.
2. Special cleaning of the equipment and utensils etc., including the pantry area may be done every week or as and when needed/directed by the bank.
3. Good personal hygiene should be maintained by the staff.
4. The packed food items like butter, pickles, jams, sauces etc., should not be stored beyond the expiry dates.
5. Storage of the raw food should be done properly and at the correct temperature.
6. Separate store should be maintained for the Housekeeping items.
(Agency shall Display meal rates in Dining Area as advised by the Bank)

e. **Code of conduct for Housekeeping Staff / Caretaker**

- i. The Housekeeping staffs on duty will wear proper uniform which also includes belt, shoes, cap, identity card etc.
- ii. Use of alcohol by any representative/employee of the Agency in SIDBI premises will be viewed seriously and the Agency will replace the person concerned

immediately. Similarly, use of paan / gutka / tambaku / cigarette by any representative (including supervisor) of the Agency in SIDBI premises is prohibited. The Agency shall ensure that the above violation of code of conduct does not happen and in case of any such incident, an appropriate penalty would be levied by Agency on the erring person and the erring person forthwith replaced by another staff to the satisfaction of the Bank.

- iii. The Housekeeping staff will not allow any sales/marketing persons inside the Bank premises.
 - iv. The Housekeeping staff on duty should carry their lunch while reporting for the duty so as to avoid going out thus leaving the premises unmanned.
 - v. The Housekeeping staff on duty shall not attend to any personal work and / or personal work of the officers / staff at SIDBI office during duty hours.
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Annexure-I

PRE CONTRACT INTEGRITY PACT

(TO BE EXECUTED ON A NON-JUDICIAL STAMP 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 The General Manager

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA, Navjivan Amrit Jayanti Bhavan, 1st Floor, P.B.No. 10, Navjivan P.O., Ahmedabad – 380014, Gujarat (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 '**Housekeeping services** Services at SIDBI Office, Ahmedabad and Caretaker Services at its Visiting Officers Flats in Ahmedabad, BIDDER/Seller is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company/public company/ Government undertaking/ partnership/ 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 facia 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:-
 - 3.1. 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, favor, 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 defense 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.

- 3.13 The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.
- 3.14. 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 Deposit

- 5.1. While submitting the bid, the BIDDER shall deposit an amount of ` 10,000/- (Rupees Ten Thousand only) as Earnest Money Deposit, with the BUYER through any of the following instruments.
- (i) Bank Draft on a PAY Order in favor of Small Industries Development Bank of India. 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.
- (ii) Any other mode or through any other instrument (as specified in the RFP)
- 5.2. 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.
- 5.3. 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 :-
- 6.2.** 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
- 6.3.** 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.
- 6.4.** To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
- 6.5.** 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 SOFR/Term SOFR. 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.
- 6.6.** 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.
- 6.7.** 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.
- 6.8.** 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.
- 6.9.** 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.
- 6.10.** 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.

- 6.11.** 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.
- 6.12** 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.
- 6.13** 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. The Independent External Monitor is:

Shri. Nageshwar Rao Koripalli, IRS (Retd.)

38, The Trails,
Manikonda, R.R.District
Hyderabad-500089

e-mail - knageshwarrao@gmail.com

Mobile - 97889 19555

- 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.

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.
- 12. This pact shall be deemed as part of the contract that may be entered into pursuant to this RfP.

BUYER

Name of the Officer
Designation
SIDBI
Witness

- 1. _____
- 2. _____

BIDDER

Chief Executive Officer

Witness

- 1. _____
- 2. _____

**In a separate envelope
Please mark - Technical Bid**

ANNEXURE – II

THE FORMAT FOR TECHNICAL BID (Format I)

Application form

**APPLICATION FOR PROVIDING HOUSEKEEPING SERVICES AT SIDBI (Office)
AND CARE TAKER SERVICES AT (Visiting Officers Flats))
in Ahmedabad**

SI No.	Particulars	Details to be filled in by the Agency
1	Name and address of the Agency, including contact numbers	
2	Nature of constitution of Agency (whether proprietary/ Company/partnership, furnish full details)	
3	Year of Establishment	
4	Organisation profile	
5	Whether Agency is a Micro/Small Enterprise (MSE)	Yes/No
6	Name of the Proprietor/Managing Partner/ Director I) Telephone/Mobile No. II) Fax No./E-mail id	
7	Income Tax PAN No. (Enclose copy of PAN Card and latest income tax Return filed)	
8	GSTIN (Attach copy of Registration)	
9	Name and address of the Bankers	
10	Detailed description and value of work done in past five years and works in hand (to be furnished in the format IIA & IIB)	Yes/No
11	Details of Registration/empanelment with Govt. Departments/Banks/FIs/PSUs (to be furnished in format III)	Yes/No
12	Details of resources (manpower, etc.) and other infrastructure facilities available (To be furnished in format IV)	
13	Financial information (details to be furnished in format V) (a) Average Financial turnover during last three financial years (b) Whether the Agency is in profit at least: in one financial year during last three financial years	₹..... lakh Yes/No

14	Whether the applicant was blacklisted by any client /Agency	Yes / No If No, Submit duly signed self declaration - Annexure X
We hereby authorize Bank (SIDBI) to contact the references, as per their requirement, cited in our technical bid/enclosures for obtaining the information in this regard.		
Signature		
Name		
Date		
Seal		

(Format II A)

Particulars in respect of similar jobs/assignments in the last five years

S No	Name of the service provided with address	Name and address of the client with contact numbers	Value of contract executed in Rs.	Date of completion	Stipulated duration for completion	Actual duration taken for completion

Please enclose the copies of contract / agreement and completion certificate from the client (employer) for each of the contract.

(Format II B)

Particulars in respect of similar services in hand

S No	Name of the service with address	Name and address of the client with contact numbers	Value of contract in Rs.	Date of award of contract	Stipulated duration for completion	Present status

Please enclose the copies of contract/agreement with the client (employer) for each work

**(Format III)
Details of empanelment with other institutions**

S No	Name and address of institution with contact No	Category / Type of work for which empaneled	Registered/ empaneled for value of work upto Rs.	Date of empanelment and validity	Details of certificate / letter from the Institution / Bank, etc. if any

Please enclose the copies of letter of empanelment of each organization

**(Format IV)
Details of Resources (Manpower & Infrastructure Facilities)**

S No	Name and address of institution with contact No	Category / Type of work for which empaneled
1	Details of Manpower	
	(a) Semi skilled	
	(b) Supervisor	
	((c) Skilled workers	
	(d) unskilled workers	
2	Details of infrastructure facilities available	
3	Any other relevant information.	

**(Format V)
Format of Financial Information (Turnover / Profit & Loss, etc.) During last three years**

S No	Financial Year	Annual Turnover (in Rs. lakh)	Profit / Loss (in Rs. lakh)	Net Worth (in Rs. lakh)	Documents Enclosed as proof

Note: please enclose copy of Profit & Loss account and Balance Sheet duly audited / certified by CA.

A copy of IT Return filed for FY 2018-19, FY 2019-20 and FY 2020-21 are to be submitted along with computation of income.

vii.	Sub Total (B) (v + vi)	22406.47	
viii.	Service charge in percentage on (vii)	-----	
ix.	Uniform charges (per month)	-----	The agency shall be required to provide 2 sets of uniforms (pant and shirts – with name and logo of Agency) to all the 5 workmen to be worn by them during performance of their duties.
x.	Sub Total (C) (vii + viii + ix)	-----	
xi.	GST @ 18 % on (C)	----	
xii	Sub Total (D) (x+xi)	-----	
xiii	Total (E) (D x 5)	-----	(Rupees.....only) per month
2.	FOR HOUSEKEEPING SERVICES (VOF Caretaker)		No. of (skilled) Housekeeping Staff
Location	SIDBI Visiting Officers Flat, B-101 and B-102, Rushin Tower, Satellite, Ahmedabad - 380 015 Visiting Officers Flat comprises of 6 Bed Rooms with 4 toilets admeasuring of about 2965.06 sft (275.46 sq mtr)super built up area.		1 (24 hours / 7 days a week)
SI No.	Particulars	Monthly Wages (26 days)	Remarks
i.	Minimum wages as per Central Government rules including VDA for 26 days applicable w.e.f. 01/04/2022	17238	Minimum wages Rs.663/- (Basic Rs 523/-+VDA Rs. 140) per day per person
ii.	ESI	560.23	@ 3.25%
iii.	EPF	1950	@ 13.00% of Rs. 15000
iv.	Bonus	1435.92	@ 8.33%
v.	Sub Total (F)	21184.15	
vi.	Leave wages @ 5.77% (per month)	1222.32	(per month)

vii.	Sub Total (G) (v = vi)	22406.47	
viii.	Service charge in percentage on (vi)	-----	
ix.	Uniform charges (per month)	-----	The agency shall be required to provide 2 sets of uniforms (pant and shirts – with name and logo of Agency) to the workmen to be worn by him during performance of his duties.
x.	Sub Total (H) (vii+viii+ix)	-----	
xi.	GST @ 18% on (x)	-----	
xii.	Sub Total (I) (x+xi)		
xiii.	Total (J) (I x 1 No)	-----	(Rupees.....only) per month.
	Cost of Materials (K) – per month	-----	For Both SIDBI Office and Visiting Officers Flat, all the cleaning material, consumables and equipment required for cleaning, like broom, mop, garbage bag, acid, phenyl, phenyl/naphthalene balls, liquid hand-wash, air freshener for toilet etc. will have to be provided by the Agency. It has to be ensured by the Agency that all such material shall be of superior quality and there should be adequate supply of all such items. The cleaning material used by the Agency shall be test-checked by SIDBI and if not found of the required quality, the same shall be replaced by the Agency. A list of cleaning chemicals and their approximate quantity required per month is given as per Annexure IX
	Total = (E+J+K) ' Total monthly cost including cost of materials for both office premises and VOF	-----	(Rupees.....only) per month

NOTE : NO EXTRA AMOUNT WILL BE PAID FOR ANY REASON.

Any request for change of rates due to change in Minimum Wages rates notified by the Central Government shall be intimated by the Agency to the Bank along with a copy of such notification and upon receipt of such request, Bank will consider the same.

I / We are aware that all the payments shall be subject to TDS, as applicable at the time of payment.

I / We agree to abide by the terms & conditions stipulated by the Bank and mentioned in the RfP and the Annexures attached to it at the rates quoted above.

SIGNATURE

Name of the authorised signatory and Seal of Agency

Organization :

Date:...../...../ 2022

Authorised Signatory:

Name:

Designation:

Phone:

Email id:

Seal

Note :

1. Salary of all the employees engaged by the Agency in SIDBI should be credited by the Agency in their respective bank accounts before 10th of every month.
2. The above rates have been arrived as per the Minimum Wage applicable from April 1, 2022. Wages will be revised from time to time as may be decided by Central Chief Labour Commissioner. Management & Supervision charges will accordingly get revised but at fixed rate of 2% of monthly payment during the tenure of the contract.
3. Service charge have to be quoted in terms of percentage of the annual contract value only otherwise the bid will be treated as invalid. The same will not be revised during the tenure of the contract.
4. Payment shall be made monthly on submission of bill of completed activities/ work along with necessary supporting documents as indicated in Tender. Bank shall deduct tax at source as per extant tax laws at the time of making the payment and issue the corresponding certificates to the Agency.
5. No other payment shall be made for doing the works described in scope and schedule of work.
6. The Agency shall be solely responsible for protection of his men.
7. The Agency shall be solely responsible for protection of Bank's property.
8. The Agency cannot sublet any part work without prior permission of the bank.
9. The Agency is responsible for making timely payment to his employees / sub-contractors approved by SIDBI. It is the responsibility of the Agency.
10. The Agency should submit Monthly bill for payment as per the format approved by SIDBI along with enclosures as a proof of having made the payment. The

Agency must submit Salary slips, PF/ ESIC Statement etc. of all the employees engaged along with the monthly bills else the bill will not be processed.

11. All the staff employed by the Agency at SIDBI site should have Bank A/C for direct credit of salary. No other mode of payment will be acceptable.
12. Salary of all the employees engaged by the Agency in SIDBI should be credited before 10th of every month.
13. Each workforce should be provided at least two pairs of uniform each year charges for which may be quoted in Rupees. The Agency would also ensure that all the employees wear appropriate uniforms and carry proper ID cards as provided by the service provider.
14. If the Bidder quotes nil charges or consideration for service charge, the bid shall be treated as invalid and will not be considered

Annexure - IV

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 Borrower / vendor / supplier: _____

Vendor Code (if applicable) _____

2. Address of the Borrower / vendor / supplier: _____

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	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																																								
MICR No.																																											
Account type	Saving	Current	Cash Credit																																								
Account No.	(as appearing in the Cheque book)	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																					<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																				
(Code number appearing on the MICR¹cheque 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 ²	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 Banks)

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.

Annexure -V

Bank Guarantee Format
(To be executed on non-judicial stamp paper)
(This is a sample format and final content is subject to Verification before execution of the document)

BANK GUARANTEE

**The General Manager,
Small Industries Development Bank of India
Navjivan Amrit Jayanti Bhavan, 1st Floor,
P.B.No. 10, Navjivan P.O.
Ahmedabad - 380014
Gujarat**

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Small Industries Development Bank of India (SIDBI), a Corporation constituted and established under the Small Industries Development Bank of India Act, 1989, and having its **Head Office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001**, and office at **Navjivan Amrit Jayanti Bhavan, 1st Floor,**

P.B.No.10, Navjivan, P.O., Ahmedabad - 380014

Gujarat having agreed to award a contract to M/s. 'Service Provider Name' having its office at 'Service Provider's Office Address', (hereinafter called "the Service Provider") for providing "Housekeeping Services" on the terms and conditions contained in the Agreement dated _____ made between the Service Provider and the SIDBI (hereinafter called "the said Agreement") which terms, inter alia, stipulates for submission of an Bank guarantee for `...../- (Rupees.....), for the due fulfilment by the Service Provider of the terms and conditions of the said Agreement.

At the request of the Service Provider, (Bank name & address) _____ a national banking association duly constituted and in existence in accordance with the laws of the _____ now in force, having its principal office in India at _____ and, for the purposes of this Guarantee, acting through its branch namely (Bank name & address) _____ (herein after referred to as (Bank name) _____ which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns), hereby issue our guarantee No _____ in favour of Small Industries Development Bank of India (SIDBI)

1. We, do hereby unconditionally and irrevocably undertake to pay to SIDBI, without any demur or protest, merely on receipt of a written demand in original before the close of banking business hours on or before _____, at our counters at (Bank address) _____ from SIDBI an amount not exceeding _____ by reason of any breach by the Service Provider of the terms and conditions contained in the said Agreement, the opinion of the SIDBI regarding breach shall be final, conclusive and binding.

2. We do hereby guarantee and undertake to pay forthwith on written demand to SIDBI such sum not exceeding the said sum of _____ only as may be specified in such written demand, in the event of the Service Provider failing or neglecting to perform the contract entered into by it with SIDBI for providing "Housekeeping Services" in the manner and terms and conditions, contained or referred to in the said Agreement during its tenure.

3. We further agree that the guarantee herein contained shall remain in full force and effect till all obligations of Service Provider under or by virtue of the said Agreement have been fully and properly carried out or till validity date of this guarantee i.e. _____, whichever is earlier.

4. We undertake to pay to SIDBI all the money as per this Guarantee, notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any court, tribunal or authority relating thereto and our liability under these being absolute and unequivocal.

5. We further agree with you that SIDBI shall have the fullest liberty without our consent and without affecting any manner our obligation hereunder (i) to vary any of the terms and conditions of the said Agreement (ii) to extend time for performance by the said Service Provider from time to time or postpone for any time (iii) to exercise or forbear to exercise any of the powers exercisable by SIDBI against said Service Provider and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations or modifications or extension being granted to the said Service Provider for any forbearance act or omission on the part of SIDBI or any indulgence by the SIDBI to the said agreement or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have an effect of so relieving us. However, nothing contained hereinbefore shall increase our liability under the guarantee above _____ or extend beyond _____

6. The liability under this guarantee is restricted to _____ (Rupees _____) and will expire on (date) _____ and unless a claim in writing is presented to us at counters at (bank & address) _____ on or before (date) _____ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities hereunder.

7. The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the Service Provider or any change in the constitution of the Service Provider or of the Bank.

8. The executants has the power to issue this guarantee and executants on behalf of the Bank hold full and valid Power of Attorney granted in their favour by the Bank authorizing them to execute this guarantee.

9. We, (bank name, place) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of SIDBI in writing.

10. Notwithstanding anything to the contrary contained herein, the liability of (bank name & place) under this guarantee is restricted to a maximum total amount of ` _____ (Rupees _____).

11. Our liability pursuant to this guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by (bank name & address) _____, delivered by hand, courier or registered post, prior to close of banking hours on (date) _____, failing which all rights under this guarantee shall be forfeited and (bank name & place) _____ shall absolutely and unequivocally discharged of all of its obligations hereunder. This Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of (place _____) shall have exclusive jurisdiction.

12. Kindly return the original of this guarantee to (bank name & address) upon the earlier of

- (a) its of claims aggregating to ` _____ (Rupees _____)
- (b) fulfillment of the purpose for which this guarantee was issued; or (c) _____ (date)“

13. All claims under this guarantee will be made payable at (bank name & address) _____ by way of DD payable at Ahmedabad

In witness where of we have set and subscribed our hand and seal thisday of2022 .

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS :

1) Name
Signature.....
Designation.....

2) Name
Signature.....
Designation.....

Annexure VI

Public Procurement Policy

RfP no. dated /06/2022

All the intending Agencies 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, GoI.
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 upto 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 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.
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.

Annexure VII

FORMAT OF UNDERTAKING BY THE AGENCY
(to be submitted every month with the bill)

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

That in the capacity of independent Labour Agency for SIDBI 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 SIDBI due to my lapse, I undertake to reimburse the same to SIDBI. SIDBI is also authorized to deduct the same from my dues as payable.

AGENCY

Authorised Signatory
Name of Agency

Seal_ _____

Annexure VIII

ARTICLE OF AGREEMENT

*(To be executed on non-judicial stamp paper)
(This is a sample format and final content is subject to Verification before execution of the document)*

ARTICLE OF AGREEMENT made at Ahmedabad on this ___day of ___2022 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, Lucknow and having its Local office at **Navjivan Amrit Jayanti Bhavan, 1st Floor, P.B.No. 10, Navjivan P.O. Ahmedabad – 380014 Gujarat** (hereinafter called the Bank) of One Part And "_____" a ___ within the meaning of the ___ and having its Registered Office at _____ [hereinafter called the Housekeeping Services Provider for **SIDBI Office at Ahmedabad / Visiting Officers Flat Ahmedabad (AGENCY)**], the Other Part / Second Part.

Whereas the Bank is desirous of awarding the job of Housekeeping Services Provider for SIDBI Office at **Ahmedabad / Visiting Officers Flat at Ahmedabad** (hereinafter referred to as the premises and more precisely described in the Tender Documents) under Housekeeping Services Provider for **SIDBI Office Ahmedabad and Visiting Officers Flat at Ahmedabad (Bank)** Contract. The services include Housekeeping Services etc. and any other similar systems and services for the **Bank's Office/ Visiting Officers Flat**. 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 Agency vide Bank's letter No. _____ dated _____, 2022 which was duly accepted by the Agency on _____, 2022 (hereinafter referred to as the 'offer letter'). Whereas as per the offer letter, Agency 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 Agency 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 Agency, will pay to the Agency 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 Agency will pay Tax directly to the concerned authority and produce its necessary proof, if demanded by the Bank.
- 3.** The Agency 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 Housekeeping Services Provider for SIDBI Office /Visiting and to be paid for proportionately according to the actual service performed.
- 5.** The Bank reserves to itself 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 Agency 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 Agency hereby agree and declare that
- a)** his quoted cost / rates as detailed out in the contract document and shall be inclusive of all labour 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 major repairs (beyond scope of work) will be paid extra to the Agency as explained in the Tender.
- b)** Register for weekly/regular visits of supervisor 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. All complaints recorded in the register shall be attended promptly by the Agency.
- c)** It shall not demand any conveyance charges from the Bank for performing the work as per the terms and conditions of the contract.

- d) The Agency 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 Agency, 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 Agency, 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 Agency 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 Agency 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 Agency 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 Ahmedabad 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 Agency and fully understood by him/them. The Agency 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. September 01, 2022 and subject to renewal for another one year thereafter at the sole discretion of Bank** and 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, New Delhi.

The contract can be extended further, if need be on the mutually agreed terms. If the Agency fail to perform any of its obligations under this agreement and if the Bank is dissatisfied with the services of the Agency during the regular and / or extended period, the services of the Agency 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 Agency may suffer due to termination of the contract. In

case Agency 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 Agency 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 Agency 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 Agency shall indemnify the Bank for the same.
- 16.** In case, Agency do not carry out any items of work or any work carried out by the Agency, is not satisfactory, the Bank will have right to get this work executed by other agency at the risk and cost of Agency and the expenses shall be adjusted from the Agency's bill.
- 17A.** The Agency 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 as indicated in Tender or instructed by the Bank. The Agency 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 Agency cannot sublet the work without the prior permission of the Bank. However, he may be required to depute specialized agencies for a particular work, approval of which may be sought from the Bank before appointing. It shall be entirely Agency's responsibility to pay timely such agencies without any implication on the work.

19. Conduct of its worker

The Agency 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 Agency / 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 Ahmedabad and only court in Ahmedabad 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 Agency 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, SIDBI, Regional Office, Ahmedabad in the presence of
ShriSIDBI, Regional Office, Ahmedabad

ShriSIDBI, Regional Office, Ahmedabad

SIGNED AND DELIVERED by M/s. _____ by the hand of Shri _____.
In the presence of
i)
ii)

.....
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 Nageshwar Rao Koripalli, IRS (Retd.)
38, The Trails, Manikonda, RR District, Hyderabad-500089
Mobile No. 9788919555
Email_id: knageshwarrao@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, favor 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.

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.

ANNEXURE IX

LIST OF CLEANING CHEMICALS / CONSUMABLES AND THEIR APPROXIMATE QUANTITY REQUIRED PER MONTH AT

		Office	VoF	Total quantity
		Quantity	Quantity	
1)	Original Phenyl	10 Ltrs	3 ltrs	13 lts
2)	Toilet Naphthalene balls	4 kgs	1 kgs	5 kgs
3)	Bleaching Powder	4 kgs	1 kg	5 kgs
4)	Cleaning agent similar to Harpic	10 Ltrs	3 lts	13 lts
5)	Cleaning agent similar to Lizol	10 Ltrs	3 ltrs	13 lts
6)	Liquid Hand Wash	3 Ltrs	1 Ltr	4 lts
7)	Glasss Surace Cleaner/Collin or equivalent	750 ml x 3 Nos	750 ml x 1 No	750 mlx4
8)	Room Freshner Sprary - Equivalent to Odonil	4 Nos.	3 Nos	7 nos.
9)	Acid Bottles	2 Ltrs	2 Ltrs	4 lts
10)	Garbage bags - Large size	4 Pkts	4 Pkts	8 pkts
11)	Utensil Cleaner Bars - equivalent to Vim	4 Nos.	4 Nos	8 nos
12)	Room Freshners - Pouch	6 Nos	6 Nos	12 nos.
13)	Dusting Clothes	6 Nos.	6 Nos	12 nos
14)	Toilery Rolls	4 Nos.	3 Nos	7 nos.
15)	Floor Wiper	1 No.	1 No	2 nos.
16)	Broom Sticks	2 Nos.	2 Nos	4 nos.

The above quantity has been worked out on estimated basis only.

Annexure X

**FORMAT OF UNDERTAKING, TO BE FURNISHED ON COMPANY LETTER HEAD
WITH REGARD TO BLACKLISTING/ NON- DEBARMENT, BY ORGANISATION**

UNDERTAKING REGARDING BLACKLISTING / NON - DEBARMENT

To

**The General Manager
SIDBI**

Navjivan Amrit Jayanti Bhavan,
1st Floor,
P.B.No. 10, Navjivan P.O.
Ahmedabad - 380014,
Gujarat

We hereby confirm and declare that we, M/s -----,
is not blacklisted/ De-registered/ debarred by any Government department/
Public Sector Undertaking/ Private Sector/ or any other agency for which we
have Executed/ Undertaken the works/ Services during the last 5 years.

For -----

Authorised Signatory
Date: