

भारतीय लघु उद्योग विकास बैंक

Small Industries Development Bank of India

5वां तल, परिसर उद्-भाग, प्लॉट नंबर- सी-11, 'जी' ब्लॉक, बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रा (पूर्व), मुंबई -400 051 5th Floor, Premises Vertical, Plot No-C-11, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400 051

मुंबई में बीकेसी स्थित कार्यालय भवन और अन्य सिडबी कार्यालयों के परिसर और स्विधा प्रबंध सेवाओं के अन्बंध हेत् निविदा।

TENDER FOR PREMISES AND FACILITY MANAGEMENT SERVICES CONTRACT FOR SIDBI'S OFFICE BUILDING AT BKC and other offices in MUMBAI

निविदा संख्या :400/2021/1593/BYO/Premises दिनांक: 09/12/2020 Tender No. : 400/2021/1593/BYO/Premises Dated: 09/12/2020

यह दस्तावेज़ भारतीय लघु उद्योग विकास बैंक (सिडबी) की सम्पत्ति हैं। इसका सिडबी से लिखित अनुमित प्राप्त किए बिना, प्रतिलिप्यंतरण, वितरण या इलैक्ट्रॉनिक या अन्य, किसी भी माध्यम में अभिलेखन नहीं किया जा सकता। इस दस्तावेज़ में दी गई सामग्री का उपयोग, यहां तक कि प्राधिकृत कार्मिकों/एजेंसियों द्वारा भी, यहां इसमें विनिर्दिष्ट प्रयोजन के अतिरिक्त अन्य प्रयोजनों के लिए उपयोग किया जाना, सर्वथा वर्जित है क्योंकि यह भी कॉपी राइट का उल्लंघन माना जाएगा तथा इस कारण दंडनीय होगा।

This document is the property of Small Industries Development Bank of India (SIDBI). It may not be copied, distributed or recorded on any medium, electronic or otherwise, without SIDBI's written permission. Use of contents given in this document, even by the authorized personnel/ agencies for any other purpose other than the purpose specified herein, is strictly prohibited as it shall amount to copyright violation and thus shall be punishable.

INDEX

Sr.	PARTICULARS	Page No.		
No.				
Part I - Prequalification Bid				
01	Bid Calendar	4		
02	Tender Notice	5		
03	Text of tender notice issued on 09.12.2020 in newspapers	7		
04	Letter of offer	8		
05	General rules and instructions for the tenderers	9		
06	Prequalification Criteria	12		
07	Desirable information required with Technical Bid	14		
08	Annexure- I	15		
09	Annexure- II	18		
10	Proforma-I	21		
11	Proforma-II	22		
12	Proforma-III	23		
13	Proforma-IV	24		
14	Proforma-V	28		
	Part II - Technical Bid			
15	Instructions to the Bidders	29		
16	Annexure-A	30		
17	Annexure-B	35		
18	Annexure-C	36		
19	Broad Responsibilities and scope of work	36		
20	Schedule of work	37		
21	Period of Contract	38		
22	EMD and Security Deposit	38		
23	Place of Work	39		
24	Roles & Responsibilities	39		
25	Cost of Replacement	40		
26	Manpower/ Staff	41		
27	Compensation towards non-attentiveness/delay	41		
28	Emergency Work	42		
29	Additional work	42		
30	Payment of minimum wages	42		
31	Rates, Taxes and Duties	42		
32	Payment terms	43		
33	Compliance with all statutory requirements	43		
34	Insurance	43		
35	Indemnity	44		
36	Occupational Health & Safety	44		
37	Safety Management	44		
38	Emergency Telephone Nos.	44		
39	Supervisor	45		
40	Subletting of work	45		

TENDER FOR PREMISES AND FACILITY MANAGEMENT SERVICES CONTRACT FOR SIDBI'S OFFICE BUILDING AT BKC, MUMBAI AND OTHER OFFICES IN MUMBAI

TENDER DOCUMENT Part I- Prequalification (To be completed and submitted in Envelope No-1)

41	Stationery	45
42	Termination of Contract	45
43	Arbitration	45
44	Integrity Pact	46
45	Confidentiality	46
46	Specifications / Further Details	46
47	Schedule of Equipment	57
48	Formats recommended for use for Operation, Maintenance and Repair records	60
49	Non-Disclosure Agreement	62
	Part III - Financial Bid	
51	Financial Bid	64

1. B	ID CALENDER	
1.	Date of commencement of bidding	09/12/2020
2.	Sale of Tender Document	December 09, 2020 – December 29, 2020 between 10.30 a.m. to 5.00 p.m. (Working days only) and between 10.30 a.m. to 1.30 p.m. on December 30, 2020
3.	Pre-Bid meeting with Bidders (date and	16/12/2020
	time)	1500 Hrs
4.	Last date and time for closure of bidding	30/12/2020
	and receipt of Bid Documents	1500 Hrs
5.	Date and Time of Prequalification and	30/12/2020
	Technical Bid Opening	16:00 Hrs
6.	Estimated cost for the work for One year	Rs. 105.00 Lakh (excl. GST)
7.	Tender Fees	Rs. 2,360/- including GST
8.	Earnest Money Deposit Amount	Rs. 1,55,000/-
9.		Small Industries Development Bank of India (SIDBI), Swavalamban Bhavan, 5 th Floor, Premises Vertical, Plot No-C-11, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai-400 051
10	Independent External Monitor	Shri Nageshwar Rao Koripalli, IRS (Retd.) 38, The Trails, Manikonda, RR District, Hyderabad-500089 Mobile No. 9788919555 Email_id: knageshwarrao@gmail.com

Note:- Technical Bids will be opened in the presence of Bidders who choose to attend as above.

	4
(Authorised Signatory):	

TENDER NOTICE

SIDBI invites offers (Pre-Qualification cum Tenders) from well established Premises & Facility Management Service [PFMS] contractors for providing Premises & Facility Management Services for its office building at Plot No.C-11, G Block, Bandra Kurla Complex, Bandra (East), Mumbai-400 051 and other Offices in Mumbai for a period of two years from the date of award of contract subject to satisfactory performance review after one year. The estimated cost for the PFMS Contract comes out around **Rs. 105.00 Lakh (excl. GST)** for each Year. The contract is extendable for another one year subject to satisfactory performance of the agency after two years on the same terms and conditions and hike in management fees upto 10% as may be decided by the Bank. However, the minimum wages will be paid as per the Govt. Circulars updated from time to time.

Interested agencies may obtain the tender documents on payment of Tender Fees by Demand Draft drawn in favour of SIDBI, at the following address:

The Dy. General Manager
Small Industries Development Bank of India (SIDBI)
SWAVALAMBAN BHAVAN,
5th Floor, Premises Vertical,
Plot No-C-11, 'G' Block,
Bandra Kurla Complex,
Bandra (East), Mumbai-400 051
Phone No. 6753 1146/1190

The tender document can also be downloaded from our website www.sidbi.in. or from CPP Portal http://eprocure.gov.in/cppp. In case of downloading the tender documents from these websites, a demand draft as tender fees (non refundable) drawn in favour of SIDBI, Mumbai is required to be submitted along with Pre-Qualification (PQ) document in Envelop 1. Tender submitted without this fee shall be rejected except governed by Benefits under the Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012.

- i. If any clarification is required by the tenderer, the same can be discussed during pre-bid meeting to be held at the above address. If required, the Bank may issue an addendum/corrigendum which will be posted on SIDBI's website and CPP portal. All the interested parties should see the same before submitting the offers.
- ii. Tenderers are advised to go through this tender document carefully as well as visit the Bank's office premises at BKC and other Offices in MUMBAI and acquaint themselves with the site conditions, scope of work as well as the present condition of building and fittings, equipments etc. before submission of tender.
- iii. The duly filled in and sealed tender documents including complete set of supporting documents in three separate envelopes as indicated below may be submitted to the Dy. General Manager (Premises), SIDBI at the address indicated above.

iv. Envelope-1 (Superscribed "OFFER FOR PFMS Tender – Pre-Qualification Bid")

a. Complete set of Tender documents Part I (i.e. Pre-Qualification document) as issued, duly filled in and signed by the authorized signatory of the tenderers on all pages (including Integrity Pact- **Proforma-IV**) along with all supporting documents, etc. and demand draft of

(Authorised Signatory):_____

tender fee in favour of SIDBI in case of tenders downloaded from website and Earnest Money Deposit (EMD) in the form of Demand Draft (DD) in favour of SIDBI. Offers without Tender fees & EMD will not be considered.

v. <u>Envelope-2 (Superscribed "OFFER FOR PFMS Tender – Technical Bid")</u>

a. The Complete set of tender document Part II (Technical bid including **Annexures**) duly signed by the tenderer on all pages as token of acceptance.

vi. <u>Envelope-3 (Superscribed "OFFER FOR PFMS Tender – Price-Bid")</u>

- a. The Complete set of tender document Part III (Price-bid) duly filled in and signed by the tenderer on all pages.
- b. The above three envelopes duly sealed and kept in a bigger envelope superscribing "OFFER FOR PFMS Tender", duly sealed should be dropped in the tender box kept at Ground Floor of the above mentioned building near reception before the due date and time.
- vii. Cheques/BG in lieu of DD will not be accepted. EMD will not bear any interest.
- viii. EMD will be forfeited in the event of any refusal or delay on the part of the successful tenderer to accept the Bank's offer for award of work or sign and execute the contract on acceptance of his tender. EMD shall also be liable for forfeiture in case the contractor delay the commencement of work as per the contract. EMDs of unsuccessful tenderers will be refunded within 60 days from the date of opening of commercial bids. EMD of successful tenderer will be retained as security deposit (other than the Performance Bank Guarantee) and will be refunded after the completion of contract. (Please refer to para 5 of Technical Bid).
- ix. Completed tender documents may be submitted in the drop box kept at reception at Ground Floor of the building. If it is voluminous, the same can be handed over in person before the scheduled date & time to the dealing officers S/Shri U.K. Singh, DGM-APV (Ph No- 67531190), V. Ravi, Manager-APV (Ph No- 67531350) in the Premises Vertical at the above mentioned address.
- x. The selection process consists of three phases viz., 1) Pre Qualification 2) Technical Evaluation and 3) Commercial Evaluation.
- xi. Envelope No 2 will be evaluated of only eligible and prequalified contractors and Envelop No. 3 will be opened only for prequalified & Technically Qualified agencies and considered for further evaluation. Decision of SIDBI will be final in this regard.
- xii. The offers submitted shall be valid for a period of 120 days from the last date for submission of tender.
- xiii. SIDBI reserves the right to reject any / all tenders without assigning reason thereof.
- xiv. Tenders received late on account of any reason or by courier/post will not be entertained.

Date: 09.12.2020	Dy. General Manager-APV
------------------	-------------------------

(Authorised Signatory):

Text of Tender notice issued in Newspapers (Economic Times, Maharashtra Times and Navbharat Times)



भारतीय लघु उद्योग विकास बैंक

पूर्व पात्रतेसह निविदा सूचना

सिडबी स्वतःचा कार्यालयीन इमारतीची जागा आणि सुविधा व्यवस्थापनासाठी स्वावलंबन भवन सी-११, जी-ब्लॉक, वांद्रे-कुर्ला संकुल, वांद्रे (पूर्व), मुंबई येथे आणि मुंबई मधील इतर कार्यालयांमध्ये प्रस्ताव (पूर्व पात्रतेसह निविदा) आमंत्रित करत आहे. सविस्तर तपशील कृपया सिडबी संकेतस्थळ https:\\sidbi.in/en/tenders वर पहा किंवा सेंट्रल पब्लिक प्रोक्योरमेन्ट पोर्टल (सीपीपी पोर्टल) किंवा उप महाव्यवस्थापक (परिसर), स्वावलंबन भवन, भारतीय लघु उद्योग विकास बँक, ५ वा मजला, सी – ११, जी-ब्लॉक, वांद्रे-कुर्ला संकुल, वांद्रे (पूर्व), मुंबई – ४०० ०५१, दूरध्वनी क्र. ०२२-६७५३११९०/१३५० यांच्याकडून प्राप्त करून घेता येईल. सुधारणा/शुद्धिपत्र काही, असल्यास सिडबीच्या वेबसाइट आणि सीपीपी पोर्टलमध्ये दिले जाईल. सर्व हेतू एजन्सीनी याची नोंद घ्यावी.

पूर्ण दस्तऐवज सादर करण्याचा शेवटचा दिनांक आणि वेळ ३० डिसेंबर, २०२० दोपहर ३ वाजे पर्यंत.

Size 8x4 cm Marathi



भारतीय लघु उद्योग विकास बैंक

पूर्व-अर्हता सह निविदा सूचना

सिडबी, स्वावलंबन भवन, सी-11, जी-ब्लॉक, बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रा (पूर्व), मुंबई-400 051 स्थित अपने कार्यालय भवन और मुंबई में स्थित अन्य कार्यालयों के लिए 'पिरसर और सुविधा प्रबंधन सेवाओं' (पीएफएमएस) हेतु प्रस्ताव (पूर्व-अर्हता सह निविदा सूचना) आमंत्रित करता है।

इसका विवरण सिडबी की वेबसाइट https:\\sidbi.in/en/tenders पर देखा जा सकता है या केंद्रीय सार्वजनिक खरीद पोर्टल (सीपीपी पोर्टल) या उप महाप्रबंधक (परिसर), भारतीय लघु उद्योग विकास बैंक, स्वावलंबन भवन, पाँचवाँ तल, सी-11, जी-ब्लॉक, बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रा (पूर्व), मुंबई- 400 051, फोन-022-67531190 / 1350 से प्राप्त किया जा सकता है। यदि कोई आशोधन/ शुद्धिपत्र होगा, तो सिडबी की वेबसाइट और सीपीपी पोर्टल में जारी किया जाएगा। सभी इच्छुक एजेंसियों को उसी पर ध्यान देना चाहिए। पूर्ण दस्तावेज जमा करने की अंतिम तिथि 30 दिसंबर, 2020 को दोपहर 3:00 बजे तक है।

Size 8x4 cm Hindi



SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA

PRE-QUALIFICATION CUM TENDER NOTICE

SIDBI invites offers [Pre-Qualification cum Tenders] for Premises & Facility Management Services (PFMS) for its Office Building at SWAVALAMBAN BHAVAN, C-11, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051 and other offices in Mumbai.

The details may please be seen on SIDBI's website https://sidbi.in/en/tenders or Central Public Procurement Portal (CPP Portal) or can be obtained from Deputy General Manager (Premises), Small Industries Development Bank of India, SWAVALAMBAN BHAVAN, 5th Floor, C-11, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051, Phone – 022-67531190 / 1350. Modification / Corrigendum if any, will be issued in SIDBI's website and CPP Portal. All the intending agencies should take note of the same.

Last date for submission of completed documents is up to 3:00 PM on December 30, 2020.

Size 8x4 cm_English

LETT	ER	OF	0	FF	ER
------	----	----	---	----	----

Date	: :

To

The Dy. General Manager [APV]
SIDBI, Plot No-C-11, 'G' Block,
Bandra Kurla Complex, Mumbai-400 051

Dear Sir,

Premises and Facility Management Service Contract for SIDBI's office building at BKC, Mumbai AND OTHER OFFICES IN MUMBAI

Having visited your office building premises located at above address and examined the tender documents, specifications and schedule of work to be carried out, I / we hereby offer to take up the subject work and submit herewith our application and offer with necessary supporting documents.

Further, I / we herewith deposit **Earnest Money Deposit** as per the Terms of Tender. In the event of my / our offer is accepted, I/we agree to enter into and execute the necessary contract agreement required by you. I am/we are aware that the Bank intends to carry out the entire work as covered in the scope of this tender with utmost diligence. I/we agree to carry out the work with due diligence and in time bound manner. As required by you, I/we are submitting herewith, the tender documents in three sealed envelopes kept in one big sealed envelopes as detailed below:

- 1. Complete set of Tender documents Part I (i.e. Pre-Qualification document) as issued, duly filled in and signed along with all supporting documents, etc. and demand draft of tender fee in favour of SIDBI in case of tenders downloaded from website and Earnest Money Deposit (EMD) in the form of Demand Draft (DD) in favour of SIDBI (Envelope-1).
- 2. The Complete set of tender document Part II (Technical bid including Annexures) duly signed on each page (Envelope-2).
- 3. The Complete set of tender document Part III (Price-bid) duly filled in and signed by the tenderer on all pages (Envelop-3).

Thanking you,	Yours faithfully,
	Signature and Seal :
	Address :
(To be signed by the authorized signatory only)	

(Authorised Signatory):_

GENERAL RULES AND INSTRUCTIONS FOR THE TENDERER

- Filled in Tenders (all the envelopes) should be placed in sealed cover, each marked as envelop no.
 and content, super scribed with the name of the work as mentioned above written on each
 envelope.
- 2. Tenders are to be filled in the prescribed form, which can be obtained from the office of the Bank on payment of a Tender Fee in form of Demand Draft, (Non-refundable) favoring SIDBI, Mumbai.
- 3. While submitting the bid, the BIDDER shall deposit Earnest Money Deposit (EMD), though Bank Draft or a Pay Order in favour of SIDBI, payable at Mumbai.
- 4. SIDBI is governed by Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI. MSEs would also be entitled for tender sets free of cost and exemption from payment of earnest money deposit.
- 5. The contract period will be vaild for two year from the date of commencement of work subject to satisfactory performance review after each year with a provision of extension for further one year. Bank reserves the right to terminate the contract before completion of the said period in case the performance is not found satisfactory as per the termination clause.
- 6. Currently the Contactor has to depute its staff at SIDBI Office in BKC and Andheri. However, SIDBI is in process of opening more Offices in Mumbai region and the contractor is bound to provide the manpower at quoted cost for the offices to be opened in future as and when required during the tenure of the contract.
- 7. The Prequalification application i.e. Part-I of the tender document should be duly filled in and submitted along with the supporting documents as indicated therein. If required the bidder may add additional pages, write up to support their application. However, no changes should be carried out in the document/formats.
- 8. The technical bid along with the **Annexures** i.e. Part-II of the tender document should be signed on each pages as a token of acceptance and to be submitted in Envelop-2.
- 9. As regard price bid i.e. Part-III of the tender document, the Bidder should quote <u>only</u> the management fee alongwith uniform charges, supervision charges and profit anticipated in terms of percentage of total annual contract value as all the other rates are governed by Govt. rules and regulations.
- 10. The employer is not liable to pay any interest on the earnest money.
- 11. Envelop-2 (Technical Bid) of only prequalified bidders shall be opened and considered for further evaluation. Envelop-3 (Price Bid) of only technically qualified bidders shall be opened.
- 12. The acceptance of the tender will rest with the SIDBI, which does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assignment of any reason thereof.
- 13. On acceptance of the tender, the name of the authorised representative(s) of the contractors who would be responsible for taking instructions from the Bank as employer shall be communicated to the employer.
- 14. The Employer reserves to itself the right of rejecting or accepting the whole or part tender and the tenderer shall be bound to perform the same at the rate quoted.

- 15. Any other tax except GST (at applicable rates) in respect of this contract shall be payable by the Contractor. The Bank will not entertain any claim whatsoever in this respect.
- 16. The Tender shall remain open for acceptance for a period of 120 days from the date of opening of part III of the tenders. If any tenderer withdraws his tender before the said period, the Bank shall be entitled to forfeit Earnest Money paid along with the tender.
- 17. It is obligatory on the part of the tenderer to sign the tender documents for all the parts and after the work is awarded, he will have to enter into an agreement with the competent authority of the Bank.
- 18. The Contractor shall not assign the contract to other agencies. He shall not sublet any portion of the Contract except with written permission of the Bank. In case of breach, the Bank has liberty to serve notice and rescind the contract.
- 19. The earnest money/security deposit of the successful tenderer, will be forfeited, if he fails to comply with any of the conditions of the contract.
- 20. CONTRACTOR TO INFORM HIMSELF FULLY: The Contractor shall be deemed to have carefully examined the work and site conditions including labour, the general and special conditions, the job requirements, schedules of equipments and drawings and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carried out his own investigations to arrive at the matter concerning the contract. Before submitting his offer, the contractor shall ascertain the particulars thereof by contacting the concerned officials. Once an offer is submitted, the matter will be decided according to contract conditions etc.
 - a) In case of difference between the rates written in figures and words, the rate quoted in words shall be taken as correct.
 - b) In all cases of omissions and / or doubts or discrepancies in any item or job requirement, a reference shall be made to the **Deputy General Manager**, **APV** whose elucidation, elaboration or decision shall be considered as authentic and final. The contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.
- 21. All bidders/contractors shall sign and submit Integrity pact on the approved format given in **Proforma-IV** along with Part-I of this tender document.
- 22. All compensation or other sums of money payable by the contractor to the Bank under the terms of this contract may be deducted from the Earnest Money Deposit /Security Deposit /bills or from any sums payable to the contractor and the contractor within ten days after such deductions shall make good the amount so deducted, as the case may be.
- 23. The Bank shall have a right to carry an audit / technical examination of the works and the bills of the contractor including all supporting vouchers, abstracts etc. by any of the persons or organizations as appointed by the Bank. If as a result of the examination or otherwise, any sum is found to have been overpaid or over certified, it shall be lawful for the Bank to recover the sum from any payment due to the contractor for such work.
- 24. If for any reason, the workman is obliged by virtue of the provisions of the Workmen's Compensation Act, 1923 or any statutory modification or re-enactment thereof to pay compensation to a workmen employed by the Contractor in execution of works, the Bank shall be entitled to recover from the contractor the amount of compensation so paid.

(Authorised Signatory	١٠
(Authorised Signatory)·

- 25. The contractor shall be liable to indemnify the Bank, if any loss is suffered by the Bank due to negligence/act of contractor's staff.
- 26. The contractor should make payment to its workers as per Minimum Wages Act of Central Government as applicable to the area of contract. Accordingly, the contractor should quote the rates.
- 27. The contractor shall cover his employees under ESIC and pay applicable EPF.
- 28. The contractor shall provide uniform (atleast 2 sets in a year) to all his staff and ensure that they are always neat and tidy while on duty.
- 29. While submitting the quote, the contractor should also consider the above mentioned provisions besides other stipulation required as per relevant laws.

I/We hereby declare that I/We have read and understood the above instructions for guidance of tenderers.

Witness:		Signature of Tenderer (Authorized Signatory).
Address:		
Date:		

11

PRE-QUALIFICATION DOCUMENTCOMPREHENSIVE PREMISES AND FACILITY MANAGEMENT SERVICES(PFMS) CONTRACTPrequalification Criteria

SIDBI invites applications for Pre-qualification from reputed and well established agencies, for rendering comprehensive Premises and Facility Management services (PFMS) for its Office Premises "Swavalamban Bhavan" at plot no C-11, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051 and other offices in Mumbai for a period of one year with a provision of extension for further one year. Agencies who are capable of undertaking similar works, fulfilling the following qualification criteria and are willing to participate in the tendering for the above work may submit their applications in the enclosed format (Annexure- 1).

- 1. Should be a Partnership Firm/Public Limited or Private Limited company established under the Companies Act. (Enclose certificate to this effect along with copy of Memorandum & Articles of Association). Proprietorship/Joint Ventures / consortium bid shall not be considered.
- 2. Should be in existence at least for the past 5 (Five) years from the date of publication of the advertisement. A copy of Certificate of Registration is to be enclosed.
- 3. Should have main/branch office in Mumbai/Navi Mumbai/ Thane on the date of application (A copy of address proof to be submitted).
- 4. Should have a minimum average annual turnover (out of its PFM services) of Rs. 5 (Five) crores for the past 3 financial years (FY 2017, 2018 & 2019). (Enclose Certificate from Registered Chartered Accountant indicating the turnover out of its P&FM services for the past 3 financial years along with audited financial statement).
- 5. Should have net profit for two years in the last three years (Enclose Certificate from Registered Chartered Accountant).
- 6. Should have satisfactorily executed at least two works of PFMS for building with an area of not less than 1 lakh sqft each in the past five years preferably for Central Government / state Government / Public Sector Undertaking / Financial Institute / Autonomous Body/Banks/Large corporate/MNCs (Enclose proof of work order and completion certificate from clients, details to be given in **Proforma-I**).
- 7. Should be currently carrying out PFMS for at least 2 (two) PSUs/Banks/large Multi-National Companies (MNC's) or established Indian corporate at Mumbai/Navi Mumbai/Thane with a building of area not less than 1 lakh Sq.Ft (Enclose work order and certificates/testimonials from the clients, details to be given in **Proforma-II**).
- 8. Should have completed one PFMS work (to enclose copy of Work Order/TDS certificate issued by the client, details to be given in **Proforma-III**).
- 9. Should have PAN No and filed Income Tax Return for the last 3 Years (FY 2018 to 2020) (Enclose copy of PAN card and Income Tax return duly certified by a Chartered Accountant).
- 10. Should be registered with tax authorities (enclose copy of registration certificate & GST Certificate).
- 11. Should have valid registration and licenses with concerned Labour, ESI & PF authorities (enclose copy of registration certificate).
- 12. Should not have been blacklisted by any PSUs/Banks/large Multi-National Companies (MNC's) or established Indian corporate on the date of application.
- 13. Should submit solvency certificate from a scheduled Bank for Rs.50 lakh, obtained not earlier than 3 months from the last date of the submission of tender.
- 14. Should be having sufficient number of experienced personnel, equipments & machinery to complete the work well in time with good workmanship as per standard specification.
- 15. Should attach an Undertaking on letter head duly signed by authorized signatory stating that the information and documents furnished are true and correct (**Proforma V**).
- 16. Should submit the Integrity Pact duly filled and signed as per the format given at **Proforma-IV**.

17. The Pre-Qualification Criteria (PQC) related to prior turnover and prior experience of the bidder will be relaxed if the bidder is Micro and Small Enterprises or Startups and meets the quality and technical specifications described in the tender, subject to submission of valid supporting documents by the bidder.

18. Termination

The Bank may terminate the Contract, by not less than thirty (30) days' written notice of termination to the Bidder/Agency, to be given after the occurrence of any of the events specified in paragraphs (i) to (iii) of this Clause and sixty (60) days' in the case of the event referred to in (iv) below:

- i. if the Bidder/Agency fails to meet the performance obligations under the Contract.
- ii. if the Bidder/Agency becomes insolvent or bankrupt.
- iii. If the Bidder/Agency, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing or in executing the Contract.
- iv. if as a result of Force Majeure, the Bidder/Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

For the purpose of this clause:

- i. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
- ii. "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Purchaser.

19. Arbitration

- 1. Except where otherwise provided for in the contract, all questions and disputes relating to the provisions of this contract shall be settled under the Rules of Indian Arbitration and Conciliation Act, 1996, within thirty (30) days (or such longer period as may be mutually agreed upon from the date that either party notifies in writing that such dispute or disagreement exists.
- 2. All disputes and differences arising out of, or in any way, concerning this agreement (except those, the decision whereof is otherwise, hereinbefore provided for) shall be referred for sole arbitration by any person to be nominated by the Chief General Manager, APV, SIDBI. The venue of Arbitration shall be Mumbai, India. The award of the arbitrator so appointed shall be final and binding on both the parties and judgment may be entered thereon, upon the application of either party, by any court having jurisdiction.
- 3. Indian laws shall govern this contract.
- 4. The existence of any dispute(s) or difference(s) or the initiation or continuance of the arbitration proceedings shall not permit the Parties to postpone or delay the performance by the parties of their respective obligations pursuant to this Contract. The venue of the arbitration shall be Mumbai.

20. Jurisdiction

Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceeding arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil jurisdiction in this behalf at Mumbai and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

21. Force Majeure

- i. "Force Majeure" shall mean any event beyond the reasonable control of the Bank or the Bidder/ Agency, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.
- ii. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances there of within fourteen (14) days after the occurrence of such event.

13

iii. No delay or non-performance by either party hereto caused by the occurrence of

any event of Force Majeure shall

- a. constitute a default or breach of the Contract,
- b. give rise to any claim for damages or additional cost or expense occasioned thereby,
- c. If and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure,
- iv. Notwithstanding clause (iii) above, Force Majeure shall not apply to any obligation of the Bank to make payments to the Agency herein.

DESIRABLE INFORMATION REQUIRED WITH TECHNICAL BID

- a) ISO 9001-2008, ISO 14000, ISO 18000 certified integrated facility management company (if applicable)
- b) SA 8000 : 2001 certification regarding social accountability standards (if applicable)
- c) Safety Management System Certification (OMSAS 18001 : 2007) (if applicable)
- d) Should be making payment of wages to manpower through bank credit / cheque or as specified by the statutory authorities.

All the above information should be submitted in the enclosed format (Annexure) along with necessary supporting documents duly numbered and signed by an authorised signatory. Applications with insufficient/incomplete documents are liable to be rejected.

The contractors are hereby advised to ensure that they are satisfying the prequalification criteria before purchase/submission of the tender documents. Applications of agencies which do not meet the prequalification criteria shall be rejected.

Submission of false information shall be viewed seriously and such agencies shall be blacklisted for a period of five years from participating in the tendering process.

(Authorised Signatory):	

ANNEXURE-I

S N o	Eligibility Criteria	Compliance by the bidder	Documents to be enclosed as proof	Documents enclosed by the bidder	Remarks , if any
1	Whether partnership Firm/Public Limited or Private Limited company established under the Companies Act?	Partnership Firm / Public Limited / Private Limited	To enclose certificate to this effect along with copy of Memorandum & Articles of Association		
2	Whether existing at least for the past 5 (Five) years from the date of publication of the advertisement?	Yes / No Years	A copy of Certificate of Registration is to be enclosed		
3	Whether Main / Branch office in Mumbai/Navi Mumbai/ Thane on the date of application?	Yes / No Location:	A copy of address proof to be submitted		
4	Whether minimum average annual turnover (out of its PFM services) of Rs.5 (Five) crores for the past 3 financial years (FY 2018, 2019 & 2020)? Please Indicate	Yes / No FY 2017-18= Rs FY 2018-19= Rs FY 2019-20= Rs	Enclose Certificate from Registered Chartered accountant indicating the turnover out of its PFMS for the past 3 financial years along with audited financial statement		
5	Whether having net profit for two years in the last three years. If Yes please indicate.	Yes / No FY 2017-18= Rs FY 2018-19= Rs FY 2019-20= Rs	Enclose Certificate from Registered Chartered Accountant		
6	Whether satisfactorily executed at least two works of PFMS for building with an area of not less than 1 lakh sqft each in the past five years preferably for Central Government / state Government / Public Sector Undertaking / Financial Institute /	Yes / No	Enclose proof of work order and completion certificate from clients (Details may be furnished in Proforma-I)		

	15
(Authorised Signatory):_	

TENDER DOCUMENT Part I- Prequalification (To be completed and submitted in Envelope No-1)

	· .			-	
	Autonomous				
	Body/Banks/Large				
	corporate/MNCs ?				
7	Whether currently	Yes / No	Enclose work order		
	carrying out PFMS for at		and		
	least 2 (two)		certificates/testimonia		
	PSUs/Banks/large Multi-		Is from the clients		
	National Companies		(Details may be		
	(MNC's) or established		furnished in		
	Indian corporate at		Proforma-II)		
	Mumbai/Navi		·		
	Mumbai/Thane with a				
	building of area not less				
	than 1 lakh Sq.Ft ?				
8	Whether completed one	Yes / No	Enclose copy of Work		
	PFMS work costing not	103 / 140	Order/TDS certificate		
	less than Rs. 84 Lakh per		issued by the client		
	annum or two PFMS work		(Details may be		
	costing not less than Rs.		furnished in		
	63 Lakh per annum each		Proforma-III)		
	in last 3 years ?		FIOIOIIIIa-III)		
9	,	Voc / No	Englace convert DAN		
9	Do you have PAN No and	Yes / No	Enclose copy of PAN		
	filed Income Tax Return		card and Income Tax		
	for the last 3 Years (FY		return duly certified		
	2018 to 2020) ?		by a Chartered		
			Accountant		
10	Are you registered with	Yes / No	Enclose copy of		
	tax authorities?		registration certificate		
11	Do you have valid		Enclose copies of		
	registration and licenses		registration		
	with following authorities		certificates issued by		
	a. Labour Dept	a. Yes / No	the respective		
			authorities.		
	b. ESI	b. Yes / No			
	c. EPF	c. Yes / No			
12	Have you ever been	Yes / No	If not, furnish a		
	blacklisted by any		declaration		
	PSUs/Banks/large Multi-				
	National Companies				
	(MNC's) or established				
	Indian corporate on the				
	date of application				
13	To submit solvency	Yes / No	Enclose a copy of		
	certificate from a		solvency certificate		
	scheduled Bank for Rs.40				
	Lakh, obtained not earlier				
	zami, obtained not carrier				

	1
(A41:	
(Authorised Signatory):	

TENDER DOCUMENT Part I- Prequalification (To be completed and submitted in Envelope No-1)

	than 3 months from the last date of the submission of tender.			
14	Do you have sufficient number of experienced personnel, equipments & machinery to complete the work well in time with superior quality of materials & workmanship as per standard specification?	Yes / No	Attach a list of key manpower, senior management etc.	
15	Are you making a payment of wages to manpower through bank credit / cheque or as specified by the statutory authorities?	Yes / No	Furnish a declaration	
16	Whether submitted the Integrity Pact duly signed?	Yes / No	Furnish Integrity Pact duly filled in and signed on Proforma-IV	
17	Whether Undertaking on letter head duly signed by authorized signatory stating that the information and documents furnished are true and correct is furnished?	Yes / No	Furnish undertaking on Proforma– V	

(Authorised Signatory):	

ANNEXURE-II

STATEMENT OF CREDENTIALS

NOTE:

- 1. To be filled in and signed by the Partner / Authorised person of respective agency.
- 2. Incorrect or false information will disqualify the agency.
- 3. Contractor should support the information with necessary documents.

SIDBI reserve the right to assess capability and capacity of the agency, if necessary, by visiting the sites of their past and present clients.

1. NAME OF THE AGENCY/BIDDER:	
2. ADDRESS OF REGISTERED	
OFFICE WITH TEL NO:	
3. ADDRESS OF LOCAL OFFICE AT	
MUMBAI/NAVI MUMBAI/THANE WITH TEL	. NO:
4. DATE OF ESTABLISHMENT:	
5. CONSTITUTION OF AGENCY/BIDDER	
(PARTNERSHIP / COMPANY- PVT. LTD./ LTD.):
6. NAMES OF PARTNERS/DIRECTORS:	
7. AUTHORISED SIGNATORY (Please enclose authority letter/ Power of attorney):	
NAME	SIGNATURE
1)	
2)	
3)	
5)	

(Authorised Signatory):_

8. N	8. NAME OF THE BANKERS & THEIR FULL ADDRESSES :				
		1)			
		2)			
9.		a. WORK CONTRACT TAX REGISTRATION NO:			
		b. PF REGISTRATION NO:			
		c. ESIC REGISTRATION NO:			
		d. CONTRACT LABOUR REGISTRATION:			
		e. GST REGISTRATION NO:			
(P	leas	se enclose copy of proof)			
10.	PAS	ST WORK/ ORDERS EXECUTED: (Please give details in Proforma-I & III)			
11.	ORI	DERS IN HAND: (Please give details in Proforma-II)			
12.	Plea	ase state whether the agency/bidder has paid compensation for			
	a.	Substandard workmanship			
	b.	Has met with legal suit of Govt. / Semi-Govt. Department			
	c.	Whether penalised in Govt. / Semi-Govt. Department			
		(Suppression of information will be viewed seriously and will be liable to total disqualification of the applicant).			
13.	CER	RTIFICATION			
		ISO 9001-2008, ISO 14000, ISO 18000 certified integrated facility management company- If applicable ease enclose certificate.			
		SA 8000 : 2001 certification regarding social accountability standards- If applicable please enclose rificate.			
	c.	Safety Management System Certification (OMSAS 18001 : 2007) - If applicable, please enclose 19			

	certificate. DETAILS OF REGISTRATION/EMPANELMENT FINANCIAL INSTITUTIONS / BANKS:	T WITH OTHER PUBLIC SECTOR ORGANISATIONS /
1		
2		
3		

PROFORMA - I

Details in respect of satisfactorily executed at least two works of PFMS for building (area not less than 1 lakh sqft each in the past five years)

S. N	Name of client with address	Short description of work	Name and contact No. of dealing officials	Annual contract value (Rs.)	Period of Contract (From-To)

Note:- Please	enclose certified	copies of LO	/Work Order	Letter from the client.

PROFORMA - II Details in respect of Orders in hand (area above 1 lakh Sq.Ft)

		Short	Name and				
				Annual	Area of the	Period of	
				contract	Premises	Contract	
S.	Name of client	description of	contact No. of	value (Rs.)	(SqFt)	(From-To)	Present
N	with address	work	dealing				status
0.			officials				

Note:- Please enclose certified copies of LOI/Work Order/Lette	r from the client.

PROFORMA - III

Details in respect of work completed during last 3 years

(one PFMS work costing not less than Rs. 84 Lakh per annum or two PFMS work costing not less than Rs. 63 Lakh per annum each in last 3 years)

S.No.	Name of Client with address	Short description of work	Name & Contact No. of Dealing Person	Annual contract value (Rs.)	Period of Contract (From-To)	Area of the Premises (SqFt)
1	2	3	4	5	6	7

	23	
Authorised Signatory):		

PROFORMA - IV

PRE-CONTRACT INTEGRITY PACT

(To be submitted on the letter head along with pre-qualification application duly filled and signed) (Successful bidder would be required to submit on non-judicial paper of Rs.100/-)

General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made atplace	on -
day of the month of, 2020 between Small Industries Development Bank of India, having its Head Office	e at 15,
Ashok Marg, Lucknow – 226001 and inter alia, its Corporate Office at Swavalamban Bhavan, C-11, G-Block,	Bandra-
Kurla Complex, Bandra(E), Mumbai 400051 (hereinafter called the Employer/SIDBI, which expression shall me	ean and
include, unless the context otherwise requires, its successors and assigns) of the First Part ar	nd M/s
represented by Shri, Authorised	Person
(hereinafter called the Bidder/Contractor" which expression shall mean and include, unless the context ot	herwise
requires, his successors and permitted assigns) of the Second Part. WHEREAS the SIDBI proposes to issue	Tender
Notice/RFP for Appointment of Contractor for PREMISES AND FACILITY MANAGEMENT SERVICES a	nd the
BIDDER/CONTRACTOR is willing to offer/has offered the services and WHEREAS the BIDDER is a	private
company/public company/ Government undertaking/ partnership/ registered export agency (as app	licable),
constituted in accordance with the relevant law in the matter and the SIDBI is a corporation set up under a	n Act of
Parliament.	
NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free fi	rom any

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

- **1.1.** The SIDBI undertakes that no official of the SIDBI, 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 SIDBI 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 SIDBI 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 SIDBI with full and verifiable facts and the same is prima facia found to be correct by the SIDBI, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the SIDBI 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 SIDBI the proceedings under the contract would not be stalled.

	24
(Authorised Signatory):	

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 SIDBI, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- **3.2.** The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SIDBI 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, 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 SIDBI or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agreed upon for such payments.
- **3.6.** 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.
- **3.7.** The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- **3.8.** The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on to others, any information provided by the SIDBI 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.
- **3.9.** The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- **3.10.** The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- **3.11.** 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 SIDBI or alternatively, if any relative of the officer of the SIDBI has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.
- **3.12.** 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 SIDBI.

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.

	25
(Authorised Signatory):	
·	

5. Earnest Money (Security Deposit)

- **5.1.** While submitting the bid, the BIDDER shall deposit Earnest Money, with the SIDBI through Bank Draft or a Pay Order in favour of SIDBI, payable at Mumbai.
- (ii) Selected Contractor will deposit an amount of Rs.... lakh towards Performance Security Deposit by a confirmed bank guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the SIDBI immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the SIDBI shall be treated as conclusive proof of payment. **No payment shall be released till the BG is submitted**.
- **5.2.** The Security Deposit shall be valid for a period of Two years OR the complete conclusion of the contractual obligation to the complete satisfaction of both the SIDBI and bidder.
- **5.3.** No interest shall be payable by the SIDBI 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 SIDBI to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract discussion/negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Guarantee) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the SIDBI and the SIDBI shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To encash the bank guarantee/Security Deposit, furnished by the BIDDER.
- (vi) To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the SIDBI resulting from such cancellation/rescission and the SIDBI shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the SIDBI or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the SIDBI.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) Forfeiture of Performance Bond, if any in case of decision by the SIDBI to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- **6.2.** The SIDBI will be entitled to take all or any of the actions mentioned at para 6.1of 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 defied in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- **6.3.** The decision of the SIDBI 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. Blank
- 7.1. Blank

8. Independent External Monitors (IEM)

- **8.1.** The SIDBI has appointed, Shri Nageshwar Rao Koripalli, IRS (Retd.) as an Independent External Monitor (hereinafter referred to as IEM) for this Pact in consultation with the Central Vigilance Commission.
- **8.2.** The task of the IEM shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- **8.3.** The IEM 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 IEM have the right to access all the documents relating to the project/procurement, including minutes of meetings.

26

(Authorised Signatory):	
· • • • • • • • • • • • • • • • • • • •	

- **8.5.** As soon as the IEM notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the SIDBI.
- **8.6.** The BIDDER(s) accepts that the IEM has the right to access without restriction to all Project documentation of the SIDBI including that provided by the BIDDER. The BIDDER will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The IEM shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality
- **8.7.** The SIDBI will provide to the IEM 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 IEM the option to participate in such meetings
- **8.8.** The IEM will submit a written report to the designated Authority of the SIDBI within 8 to 10 weeks from the date of reference or intimation to him by the SIDBI/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 SIDBI 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.

10. Law and Place of Jurisdiction

(Authorised Signatory):_

This Pact is subject to Indian Law. The place of performance and jurisdiction shall be Mumbai.

11. Other Legal Actions

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

12. Validity

- **12.1.** The validity of this Integrity Pact shall be from date of its signing and extend up to 2 years or the complete execution of the contract to the satisfaction of both the SIDBI and the BIDDER/CONTRACTOR, including warranty period, whichever is later in case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of its signing.
- **12.2.** Should one or several provisions of the Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this integrity Pact, at on SIDBI Name of the Officer Designation SIDBI	BIDDER Authorised Signatory
Witness 1 2	Witness 1 2

PROFORMA - V

Undertaking

(To be submitted on the letter head along with pre qualification application, duly filled and signed)

		IND FACILITY MAN ND OTHER OFFICE	AGEMENT SERVICES CONTRACT FOR SIDBI'S OFFICE S IN MUMBAI
1 +h	o undersigned	Chri	authorized signatory of
M/s	e undersigned	3IIII	, authorized signatory of are submitting our application/offer in response to
the tender application/o this undertak true and corr	notice published iffer is supported ing that the said i ect.	by SIDBI, Mumb with requisite inf nformation and d	ai on December 09, 2020 for the captioned work. Our ormation and documents/testimonials. We hereby submit ocuments submitted along with the application/tender are out its verification and reject our application/tender if the
same is found	d to be false/inco	rrect.	
Data			
Date:- Place:-			
	Na	me and sign of the	e authorized signatory:
	Naı	ne and seal of the	agency:
		*	*****
			28

(Authorised Signatory):_____