



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

**(PART I- Prequalification Bid)**

**LAST DATE OF SUBMISSION June 20, 2019  
UPTO 1500 Hrs.**

**Issued to :-**

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

**Tender Document Price Rs.2000/- (non-refundable) by way of DD**

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<b>1. BID CALENDER</b>		
1.	Date of commencement of bidding	30/05/2019
2.	Sale of Tender Document	<b>May 30, 2019 - June 19, 2019</b> between 10.30 a.m. to 5.00 p.m. (Working days only)
3.	Pre-Bid meeting with Bidders (date and time)	11/06/2019 1500 Hrs
4.	Last date and time for closure of bidding and receipt of Bid Documents	20/06/2019 1500 Hrs
5.	Date and Time of Prequalification and Technical Bid Opening	20/06/2019 16:00 H rs
6.	Estimated cost for the work for One year	Rs. 120 lakh(excl. GST)
7.	Tender Fees	Rs. 2,000/-
8.	Earnest Money Deposit Amount	Rs. 1,31,000/-
9.	Place of opening of Bids	Small Industries Development Bank of India (SIDBI), Swavalamban Bhavan, 5 <sup>th</sup> Floor, Premises Vertical, Plot No-C-11, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai-400 051

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

### **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. The estimated cost for the PFMS Contract comes out around **Rs. 120 lakh(excl. GST)** for One Year. The contract is extendable for another one year subject to satisfactory performance of the agency on the same terms and conditions and rate. However, the minimum wages will be 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/PayOrder 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](http://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.

- 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 only. 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**
  - 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 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. **Envelope-2**

- 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. **Envelope-3**
- 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, 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.
- 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), P. S. Chauhan, Manager-APV(Ph No- 67531146)** 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:

Dy. General Manager-APV

Text of Tender notice issued on May 30, 2019 in Newspapers (Economic Times, Maharashtra Times and Navbharat Times)

 **SIDBI SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA**

**PREQUALIFICATION 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 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 Dy.General Manager(Premises), Small Industries Development Bank of India, SWAVALAMBAN BHAVAN , 5<sup>th</sup> floor, C-11,G-Block, Bandra Kurla Complex, Bandra(East), Mumbai-400051, Phone -67531190/1146. Modification/Corrigendum if any, will be issued only in SIDBI's website.

**Last date for submission of completed documents is up to 3:00 PM on June 20,2019.**

Size 8x4\_cm

 **सिडबी भारतीय लघु उद्योग विकास बैंक**

**पूर्व अर्हता सह निविदा सूचना**

सिडबी अपने कार्यालय भवन "स्वावलंबन भवन" सी -11, जी -ब्लॉक, बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रा (पूर्व), मुंबई और मुंबई स्थित अन्य कार्यालयों के परिसरों के लिए परिसर एवं सुविधा प्रबंधन सेवाओं (फेसिलिटी मैनेजमेंट सर्विसेज) हेतु (पूर्व अर्हता सह निविदा) प्रस्ताव आमंत्रित करता है।

संपूर्ण विवरण सिडबी की वेबसाइट <https://sidbi.in/en/tenders> या सेंट्रल पब्लिक प्रोक्योरमेंट पोर्टल (CPP पोर्टल) पर देखा जा सकता है या उप महाप्रबंधक (परिसर), भारतीय लघु उद्योग विकास बैंक, स्वावलंबन भवन, 5 वीं मंजिल, सी -11, जी-ब्लॉक, बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रा (पूर्व), मुंबई - 400051, फोन-67531190/1146 से प्राप्त किया जा सकता है। यदि इसमें कोई संशोधन या बदलाव होता है तो उसे भी केवल सिडबी की वेबसाइट पर जारी किया जाएगा।

**पूर्ण दस्तावेजों को जमा करने की अंतिम तिथि 20 जून 2019, अपराह्न 3:00 बजे तक है।**

Size 8x4\_cm

 **सिडबी भारतीय लघु उद्योग विकास बैंक**

**पूर्व पात्रतेसह निविदा सूचना**

सिडबी स्वतः:च्या कार्यालयीन इमारतीची जागा आणि सुविधा व्यवस्थापनासाठी स्वावलंबन भवन सी -11, जी-ब्लॉक, वांद्रे-कुर्ला संकुल, वांद्रे (पूर्व), मुंबई येथे आणि मुंबई मधील इतर कार्यालयांमध्ये प्रस्ताव (पूर्व पात्रतेसह निविदा) आमंत्रित करत आहे. सविस्तर तपशील कृपया सिडबीचे संकेतस्थळ <https://sidbi.in/en/tenders> वर पहा किंवा सेंट्रल पब्लिक प्रोक्योरमेंट पोर्टल (सीपीपी पोर्टल) किंवा उप महाव्यवस्थापक (परिसर), स्वावलंबन भवन, भारतीय लघु उद्योग विकास बैंक, 5 वा मजला, सी -11, जी-ब्लॉक,वांद्रे-कुर्ला संकुल, वांद्रे (पूर्व), मुंबई - 400051, दूरध्वनी क्र. - 67531190/1146 यांच्याकडून प्राप्त करून घेता येईल. सुधारणा / शुध्दीपत्रक फक्त सिडबीच्या संकेतस्थळावरतीच प्रकाशित केले जाईल.

**पूर्ण दस्तऐवज सादर करण्याचा दिनांक आणि वेळ 20 जून 2019 रोजी 03:00 वाजता आहे.**

Size 8x4\_cm

**LETTER OF OFFER**

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)**



**GENERAL RULES AND INSTRUCTIONS FOR THE TENDERER**

1. 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 (TENDER PART I/II/III - PREMISES AND FACILITY MANAGEMENT CONTRACT FOR SIDBI'S OFFICE BUILDING AT BKC, MUMBAI AND OTHER OFFICES IN MUMBAI) 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 for one year from the date of commencement of work with a provision of extension for further one year.
6. Currently the Contactor has to depute its staff at SIDBI Office in BKC and Andheri. However SIDBI is 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.
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 the rate, and the amount tendered by them in figures as well as in words. As indicated therein (Envelop-3) the amount for each item should be worked out and the requisite totals to be given. The price bid (Envelop-III) containing breakup of cost trade wise and item wise should be completely filled in and amounts carried over to the abstract of cost which will also form part of contract documents.
10. It is essential to quote for all the items of the price bid. Any offers not complying to the same would be treated as incomplete and the same will be rejected.
11. The employer is not liable to pay any interest on the earnest money.
12. **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.**
13. 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.

14. 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.
15. 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.
16. All taxes including the sales tax or any other tax on material or finished works work's contract tax, turn over tax, etc. in respect of this contract shall be payable by the Contractor and accordingly the same should be included in the quoted rates. The Bank will not entertain any claim whatsoever in this respect.  
However, GST as applicable should be shown separately in price bid, which shall be payable extra as per extant guidelines.
17. 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.
18. 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.
19. 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.
20. 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.
21. **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 **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.
22. 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.
23. 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.

24. 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.
25. 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.
26. 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.
- 27. 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.**
28. The contractor shall cover his employees under ESIC and pay applicable EPF.
29. The contractor shall provide uniform to all his staff and ensure that they are always neat and tidy while on duty.
30. 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: \_\_\_\_\_

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**PRE-QUALIFICATION DOCUMENT- COMPREHENSIVE PREMISES AND FACILITY MANAGEMENT  
SERVICES(PFMS) CONTRACT-Prequalification 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 2014 to 2016) (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 superior quality of materials & 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**.

**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.

\*\*\*\*\*

**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 2016, 2017 & 2018) ? Please Indicate	Yes / No  FY 2016-17= Rs. _____ FY 2017-18= Rs. _____ FY 2018-19= 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 2016-17= Rs. _____ FY 2017-18= Rs. _____ FY 2018-19= 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 / Autonomous	Yes / No	Enclose proof of work order and completion certificate from clients (Details may be furnished in <b>Proforma-I</b> )		

	Body/Banks/Large corporate/MNCs ?				
7	Whether currently carrying out PFMS for at least 2 (two) PSUs/Banks/large Multi-National Companies (MNC's) or established Indian corporate at Mumbai/Nav Mumbai/Thane with a building of area not less than 1 lakh Sq.Ft ?	Yes / No	Enclose work order and certificates/testimonials from the clients (Details may be furnished in <b>Proforma-II</b> )		
8	Whether completed one PFMS work costing not less than Rs. 96 Lakhs per annum or two PFMS work costing not less than Rs. 60 Lakhs per annum each in last 3 years ?	Yes / No	Enclose copy of Work Order/TDS certificate issued by the client (Details may be furnished in <b>Proforma-III</b> )		
9	Do you have PAN No and filed Income Tax Return for the last 3 Years (FY 2014 to 2016) ?	Yes / No	Enclose copy of PAN card and Income Tax return duly certified by a Chartered Accountant		
10	Are you registered with tax authorities?	Yes / No	Enclose copy of registration certificate		
11	Do you have valid registration and licenses with following authorities a. Labour Dept b. ESI c. EPF	a. Yes / No b. Yes / No c. Yes / No	Enclose copies of registration certificates issued by the respective authorities.		
12	Have you ever been blacklisted by any PSUs/Banks/large Multi-National Companies (MNC's) or established Indian corporate on the date of application	Yes / No	If not, furnish a declaration		
13	To 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.	Yes / No	Enclose a copy of solvency certificate		

1 4	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.		
1 5	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		
1 6	Whether submitted the Integrity Pact duly signed?	Yes / No	Furnish Integrity Pact duly filled in and signed on <b>Proforma-IV</b>		
1 7	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 <b>Proforma- V</b>		

\*\*\*\*\*



**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):

<u>NAME</u>	<u>SIGNATURE</u>
1) .....	.....
2) .....	.....
3) .....	.....

(Authorised Signatory): \_\_\_\_\_

**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:**

**(Please enclose copy of proof)**

**10. PAST WORK/ ORDERS EXECUTED:** (Please give details in **Proforma-I & III**)

**11. ORDERS IN HAND:** (Please give details in **Proforma-II**)

**12. Please 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. CERTIFICATION**

- a. ISO 9001-2008, ISO 14000, ISO 18000 certified integrated facility management company- If applicable please enclose certificate.
- b. SA 8000 : 2001 certification regarding social accountability standards- If applicable please enclose certificate.

(Authorised Signatory):\_\_\_\_\_

- c. Safety Management System Certification (OMSAS 18001 : 2007) - If applicable please enclose certificate.

**14. DETAILS OF REGISTRATION/EMPANELMENT WITH OTHER PUBLIC SECTOR ORGANISATIONS / FINANCIAL INSTITUTIONS / BANKS :**

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

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

\*\*\*\*\*

(Authorised Signatory):\_\_\_\_\_

**PROFORMA - II**

**Details in respect of Orders in hand (area above 1 lakh Sq.Ft )**

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

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

\*\*\*\*\*

(Authorised Signatory):\_\_\_\_\_

**PROFORMA - III**

**Details in respect of work completed during last 3 years**

(one PFMS work costing not less than Rs. 96 Lakhs per annum or two PFMS work costing not less than Rs. 60 Lakhs 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

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

\*\*\*\*\*

(Authorised Signatory):\_\_\_\_\_

## PROFORMA – IV

### PRE-CONTRACT INTEGRITY PACT

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

#### General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at \_\_\_\_\_place\_\_\_ on --- day of the month of ----, 2019 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Corporate Office at MSME Development Centre, C-11, G-Block, Bandra-Kurla Complex, Bandra(E), Mumbai 400051 (hereinafter called the Employer/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 \_\_\_\_\_, Authorised Person (hereinafter called the Bidder/Contractor" which expression shall mean and include, unless the context otherwise 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 and 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 applicable), constituted in accordance with the relevant law in the matter and the SIDBI 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 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.

### **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.** Blank

**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 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.

**3.7.** 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 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.

**3.10.** 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 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.

**3.13.** The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the 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.

### **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.10 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.** Blank

**5.4.** 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) Blank

(v) 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) Blank

(x) 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 6.1 of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

**6.3.** The decision of the 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 Sh. Ashok Sinha 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.
- 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**

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. \_\_\_\_\_

(Authorised Signatory): \_\_\_\_\_

PROFORMA - V

Undertaking

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

**NAME OF WORK:-** PREMISES AND FACILITY MANAGEMENT SERVICES CONTRACT FOR SIDBI'S OFFICE BUILDING AT BKC, MUMBAI AND OTHER OFFICES IN MUMBAI

I, the undersigned Shri. \_\_\_\_\_, authorized signatory of M/s \_\_\_\_\_ are submitting our application/offer in response to the tender notice published by SIDBI, Mumbai on May\_\_\_\_\_, 2019 for the captioned work. Our application/offer is supported with requisite information and documents/testimonials. We hereby submit this undertaking that the said information and documents submitted along with the application/tender are true and correct.

We are also aware that SIDBI may carry out its verification and reject our application/tender if the same is found to be false/incorrect.

Date:-

Place:-

Name and sign of the authorized signatory:- \_\_\_\_\_

Name and seal of the agency:- \_\_\_\_\_

\*\*\*\*\*

(Authorised Signatory): \_\_\_\_\_