



भारतीय लघु उद्योग विकास बैंक
Small Industries Development Bank of India

Tender for General Maintenance and Housekeeping of
Office Premises at New Delhi / NCR

TENDER IDENTIFICATION NO. : 2019/1386/NDO/PREMISES

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

Small Industries Development Bank of India (SIDBI),
Ground Floor, Videocon Tower, Jhandewalan Extension
Rani Jhansi Road, New Delhi – 110055

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Tender for General Maintenance and
Housekeeping of Office Premises at New Delhi / NCR

Notice Inviting Tender

Small Industries Development Bank of India (SIDBI), invites Bids for services to be engaged for "Contract for General Maintenance and Housekeeping of Office Premises at New Delhi / NCR".

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

Envelope I : Containing Notification, DD for EMD, Tender Summary, Form of quotation, Tender documents for General terms and conditions, Tender details, Technical specifications, super scribing **"Technical Bid for Contract for General Maintenance and Housekeeping of Office Premises at New Delhi / NCR"**

Envelope II : Containing price bid (price bid in separate sealed envelope kept in one Envelope i.e. Envelope No II) duly filled in and signed on each page, super scribing **"Price Bid for Contract for General Maintenance and Housekeeping of Office Premises at New Delhi / NCR"**.

Both the sealed envelopes should be sent in a common envelope super scribing **"Tender Document for Contract for General Maintenance and Housekeeping of Office Premises at New Delhi / NCR"** and shall be sent at the above mentioned address of the office of SIDBI so as to reach **on or before 15:00 hrs of October 08, 2018**. Late tenders will not be accepted and are liable to be rejected.

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

The approximate area to be covered for maintaining / housekeeping of office premises in the above mentioned places are as per details given below :

Location	Area	Manpower		
		SS	US	Total
New Delhi Office Gr Floor) Videocon Tower, Jhandewalan Ext. Rani Jhansi Road, New Delhi - 55	12,675 Sq ft	6	6	12
1109, 11 th Floor Antriksh Bhawan and 1108 & 1110, 11 th Floor, Antriksh Bhawan	589 sqft & 1205 Sqft	2	1	3
Total	14469 Sqft * (approx.)	8	7	15*

**The number of manpower and the area in addition to the above may increase or decrease & location may undergo change in future during the currency of contract, which will be advised to the successful bidder accordingly. The final payment to the successful bidder will be made*



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proportionately with regard to increase or decrease in the scope of work and the bank's discretion in this regard will be final and this will be binding on the successful bidder

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

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

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

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

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

Signature :

Name of the Tenderer :

Date / Place :

Seal :

Notification

Preference for registered Micro and Small Enterprises (MSEs)

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

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

Tender Summary

Sl. No.	Particulars	Details
1	Nature of Work	Contract for General Maintenance and Housekeeping of SIDBI Office at New Delhi /NCR
2	Site of Work	1. SIDBI Office at Ground Floor, Videocon Tower, Jhandewalan Extension, New Delhi -110055. 2. SIDBI Office at 1109, 1108 & 1110, 11 th Floor, Antriksh Bhawan, K.G. Marg, New Delhi-110001
3	Stipulated dates a. Last date and time of submission of tender document b. Site Visit c. Pre bid Meeting d. Opening of Technical bid e. Validity of Tender	15:00 hrs, October 08, 2018 10.00 a.m. to 5.00 p.m. September 17, 2018 to September 27, 2018. 11.30 am, September 27, 2018 16:00 hrs of 08 October, 2018. Financial bid shall be opened at a later date which shall be notified to eligible bidders 120 days from the date of opening of Price Bid If holiday is declared on any of the dates mentioned above, the next working day and time shall be the date for the same purpose.
4	Time period of Contract	The period of contract will be 24 months from the date as mentioned in work order.
5	Earnest Money Deposit (EMD)	Demand draft for `55,000/- (Rupees Fifty Five Thousand Only) drawn in favour of "Small Industries Development Bank of India" payable at New Delhi.
6	Refund of EMD	(i) To unsuccessful Bidder : After award and acceptance of work by successful tenderer and EMD shall bear no interest. (ii) If the successful bidder fails to accept the LOI / sign the contract or do not provide the required performance security or expresses inability to carry out the contract or fails to start the work within stipulated time, SIDBI shall forfeit the bid security amount (EMD) of the bidder and blacklist the contractor from subsequent bidding for a period of 3 years.

7	Other Terms	The total security deposit (EMD + Retention money) amounting to 6% of the total contract value will be required to be deposited by the successful bidder within 7 days of award of contract to successful bidder. Total security deposit will be released to the agency without interest after successful completion of the contract.
8	Estimate Amount	₹ 45 lakh

Signature :

Name of the tenderer :

Date / Place :

Seal :



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Form of Quotation

**The DGM (APV),
SIDBI,
New Delhi Office.**

Dear Sir

Sub : Tenders for Contract for General Maintenance and Housekeeping of SIDBI Office at New Delhi /NCR.

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

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

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

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

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

Signature :

Name of the tenderer :

Date :

Place :
Seal :

Eligibility Criteria for Contractors

Applications are invited from experienced and competent contractors (Delhi /NCR based / having registered branch office at Delhi /NCR) for taking up the Annual Maintenance Contract for General Maintenance and Housekeeping of SIDBI Office at New Delhi /NCR, subject to fulfilling following eligibility criteria :

Minimum qualifying criteria :-

1. Contractor should have minimum 5 years of experience post registration of the firm /company in the field.
2. Contractor should have done at least one job of similar nature & magnitude in the last 3 years – Annual Maintenance, General Building Maintenance premises (one or more) of Ground plus 5 floors commercial / office building one such AMC work costing minimum ₹ 36 lakh per annum or two such works costing minimum ₹ 23.00 lakh to be eligible.
3. The contractor should be an income tax assessee and should have filed Income Tax return for the last 3 assessment years. Contractor to be in profit during the last three financial years.
4. The contractor should have valid GST Registration, Registration with labor department, Shop & Establishments, P.F. and ESI registration.
5. The contractor could be a sole proprietary concern / partnership firm or a company and should be registered with Registrar of Firms / Companies wherever applicable.
6. Contractor should have sufficient and competent manpower and tools & tackles to take up the work.
7. Contractor should not have been black listed by any Central / State Government / Public Sector Undertaking / Institute of Govt. of India.
8. Bank reserves the right to verify the credibility of contractor from references mentioned by the contractor in Sl. No.18 of application form of Technical Bid. In case of getting the negative feedback, Bank reserves the right to disqualify the contractor.
9. Should have solvency of atleast ₹12 lakh to judge about the financial soundness of the contractor to execute the work. This will be judged as per attached Solvency certificate from the Bankers or Income tax return filing of minimum of ₹12 lakh in immediately preceding financial year attached by the contractor.

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

How to apply

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

- 1) Certificate of registration of the firm, if any
- 2) Solvency certificate atleast ₹12 lakh from the Bankers or Income tax return filing minimum of ₹12 lakh in immediately preceding financial year to assess the soundness
- 3) Letters of empanelment with other organization / statutory bodies, if any.
- 4) Letters of intent / work order / certificate from other employers showing details of work, value, etc., done **in last 3 years.**
- 5) Necessary license, Registration certificates with various above mentioned departments, PAN, GST, EPF, ESI etc. duly signed and stamped by the contractor to be attached with the Tender.

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

The Deputy General Manager (APV)
Small Industries Development Bank of India
Ground Floor, Videocon Tower, Jhandewalan Extension,
Rani Jhansi Marg, **New Delhi -110055**

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

(Deputy General Manager)

APPLICATION FORM

(Technical Bid to be submitted in Envelope I)

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

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

of Companies / Registrar of Firms. If so,
mention number and date
8. a) Name and address of Bankers
 - i)
 - ii)
 - iii)
 - iv)
- b) Enclose Solvency Certificate from the Bankers or Income Tax return filing
9. Permanent Account Number (copy to be attached) :

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

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

PROFORMA – 1

PARTICULARS IN RESPECT OF WORK EXECUTED AND WORK IN PROGRESS

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

*Applicable for executed works

PROFORMA - 2

KEY PERSONNEL PERMANENTLY EMPLOYED

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



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UNDERTAKING BY THE LABOR CONTRACTOR

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

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

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

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

Labor Contractor
Authorised Signatory



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SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA

Ground Floor, Videocon Tower, Jhandewalan Extension, New Delhi -55

Tender Document

**Name of Work – “Contract for General Maintenance and Housekeeping of SIDBI
Office at New Delhi /NCR”**

Name of the Tenderer -----

General Terms and Conditions

Period of Contract

The contract shall be valid for a period of **24 months** commencing from the date of award of contract. However, Bank reserves the right to review and terminate the same before completion of the said period in case of unsatisfactory performance of the contractor.

Performance Guarantee

- a. The successful bidder shall deposit a security deposit equivalent to 6% of contract value (including EMD) in the form of Demand Draft drawn or Bank Guarantee (BG) in favour of Small Industries Development Bank of India payable at New Delhi within a week from the date of issue of work order. The EMD amount shall be refunded within a week from the date of submission of BG.
 - The Bank Guarantee(BG) should be in the format approved by the Bank and should be kept valid for a period of 24 months with a claim period of 6 months. **No payment shall be released till the BG is submitted.**
 - The deposit will not carry any interest and will be refunded after completion of the contract. In the event of breach of contract by the contractor, the security deposit will be forfeited.
- b. The maintenance charges shall be paid to the contractor after the end of each month. The contractor shall submit detailed (with breakup of payment made to his employees) monthly bill along with a certificate from the Care Taker / concerned officer indicating that the whole work is carried out satisfactorily. Applicable taxes will be deducted at source. A copy of attendance register of workers, receipt of payment made to the workers (cheque / RTGS payments) shall be provided with the monthly bills. If observed that the payments being made are not as per labor law, Bank reserves the right to deduct required amount found eligible to be paid to the worker and pay the same directly to the worker. In that case bank may also impose suitable penalty on the contractor for noncompliance of labor law. SIDBI has the right to insist that the payment to the workers be made in presence of Bank's nominee.
- c. Contractor shall provide receipt of deposition of PF, ESI etc. of workers from concerned department along with the monthly bill.
- d. The Material rate quoted by the contractor shall remain unchanged for the entire period of the contract, however manpower wages would be paid on actual labour deployed at site as per the prevailing minimum wages as per Ministry of Labour & Employment , Office of Chief Labour Commissioner, New Delhi.
- e. The rates quoted shall include cost of all tools & tackle, manpower cost including wages (including P.F., ESI contribution Employee and Employer), liveries etc. taxes & duties (including applicable taxes such as GST etc.)

insurance (if any) etc. payable to the appropriate authority. No extra payment over and above the rate quoted shall be made to the contractor in this respect.

Insurance

- I. The Contractor shall keep the employer, its servants or agents indemnified against claims, actions or proceedings brought or instituted against the employer, its servants or agents by any of contractors' employees or any other third party in connection with relating to or arising out of the performance of the services under the agreement. The contractor is also required to obtain the third party insurance for each incident as follows:-
 - a. Personal injury - ` 3.00 lacs
 - b. Property Damage - ` 3.00 lacs
- II. Besides covering all employees of contractor under ESIC scheme, the contractor shall also require to obtain a workman compensation policy for an amount at least ` 2 Lacs per employee and covering all the staff during the contract period deployed at site. If contractor fails to comply with the above provisions, SIDBI reserves the right to deduct suitable amount from the contractors payment and pay the insurance company.
- III. The Bank shall not be bound to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons thereof.
- IV. If Bank decides to place work order for additional scope of work in the same premises or amend the original contract for additional scope of work in the same premises, the contractor shall be bound to accept the same at rates contained in the original work during the currency of the contract.
- V. Bank may add or cancel any site at its discretion and the contractor shall be bound to accept the same at rates contained in the original work.
- VI. Tenderer shall quote his rates and submit break-up thereof for all items of work described in the price bid

Termination of Contract

If the contractor fails to perform any of the obligations under this contract and if the Bank is dissatisfied with the services, the Bank may terminate the services of the contractor with a notice of winding up and the contractor shall vacate the premises **within a period of one month of written notice**. Bank should not be held liable for any cost, damage, expenses or any loss whatsoever that the contractor may suffer on being served with the winding up notice and termination of contract. However, the contractor is required to give **3 month's notice** in case

he does not want to continue the contract. In this case, Bank shall forfeit the security deposit and shall award the contract to new agency. Decision of SIDBI in such matters shall be final and cannot be challenged.

- I. The contractor should comply with the requirements of latest Labor Acts and Minimum Wages Act 1948 and its latest amendment including taking necessary insurance cover for its staff, if required, minimum wages of labor to be paid as per the approved latest applicable central minimum wages.
- II. The contractor is required to obtain and submit police verification report of his staff employed within one month from the award of contract at his own cost. Else, SIDBI reserves the right to withheld the payments and no plea in this regard shall be entertained.
- III. The contractor shall be solely responsible for all injury to the workmen and for all damages caused to the building and other properties that may occur due to negligence, carelessness, accidental or any other reasons whatsoever. The contractor shall fully indemnify SIDBI and hold SIDBI harmless in respect of all and any such expenses arising from all such injury or damages to any person(s) or property as aforesaid and also in respect of any claim made in respect of injury or damage under any act of compensation or damage consequent upon such claim.
- IV. Before quoting, the bidder may visit the site and make himself familiar with the site, nature and conditions of work involved.
- V. The contractor or his authorized representative shall be present at site every day and closely supervise / monitor the entire work entrusted to him and report the progress of work / repair etc. that needs to be taken up, to the caretaker / concerned officer regularly.
- VI. The successful bidder shall be required to give an undertaking with the monthly bills in the enclosed format that he is making regular payments to his employees as per the minimum wages Act, ESI, EPF Act and complies all other applicable labor laws / statutes.
- VII. The works such as dusting, cleaning, mopping, toilet cleaning, spray of room freshener etc should be completed daily latest by 09.15 a.m.
- VIII. The contractor is required to provide a mobile phone to his site supervisor (at least 1 no.) so as to contact him as and when needed. Else penalty of Rs.1000/- per month would be applicable.
- IX. The man power deployed should be well experienced. If the same is not found satisfactory, Bank can ask for their replacement without any obligations.
- X. All workers should be provided with uniform and they should be all the time in uniform while in office premises.

Penalty clause:

The penalty will be imposed in the form of deduction of ` 1,000/- per day in case of absence of any of the staff member or unsatisfactory work as may

be found at site or may be brought to the notice of Caretaker. Supervisor will have to sign the register & ascertain the No. of staff present on particular day. The register will be kept with the Guard at all the Premises & entry shall be made in the presence of Guard on Duty.

Compensation towards non-attentiveness

Contractor shall maintain a proper Record / Register indicating reasons for not attending to any particular complaint within time schedule, failing which appropriate compensation shall be recovered. The expected period of completion of the various items and the amount of deduction beyond that period for pending complaints will be as under :-

Nature of work	Time of completion from the date of complaints	Compensation for delay
Staff not in Uniform/ Shoe/without ID Card	1 day	₹ 200/- per worker per day
If it is found that no action has been taken within One hour after the complaint of unclean premises and improper housekeeping	per complaint	₹ 200/-
Misbehaviors by the housekeeping staff to Bank employee or visitors	per incident	₹ 1,000/- per incident
Recurring of irregularities given Double the penalties amount Mentioned		

Note:

1. The compensation / deductions as indicated above is minimum and can be increased at the discretion of the Bank, if there is no improvement in the performance.
 2. All the tools and tackles shall be contractor's responsibility.
- It is, therefore, essential that contractor should maintain a sufficient stock of frequently used materials at site and keep proper inventory / records.

Further, a sum of ₹500/- (minimum) per incidence shall also be charged as Compensation towards non completion of the activities indicated in the scope of work. Chief General Manager (Premises) shall be the final authority for decision in such matters which may not be challenged.

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

Scope of Work

AREA TO BE MAINTAINED

The common area including staircase, lobbies, utility rooms, compound, BMO Room, Gym area and common washroom, terrace, garden, building premises etc. are being considered for comprehensive maintenance and housekeeping works.

Working Days : Monday to Saturday, both Days inclusive.

Working Hours : As specified in manpower details

SCOPE OF WORK :

- a. Supervisor & Semi Skilled housekeeping boys should be minimum 10th pass with work experience of 3 years, Un-Skilled housekeeping boys to be minimum 8th pass with work experience of 3 years.
- b. Proper and efficient sweeping, cleaning and swabbing of all the floors of the office premises and other areas of premises as mentioned above at least twice a day with Teepol, Lysol and other standard (nonpolluting) chemicals. Proper and efficient cleaning and swabbing of all the toilets and wash basins twice a day to keep them neat and clean, with Lysol, Teepol, Harpic, and other standard (nonpolluting) chemicals.
- c. Daily, disposal of garbage from all the site(s) including Collection / providing bins / bags and disposal of garbage from all the locations mentioned in the tender to the govt. designated disposal sites.
- d. Providing all the cleaning material including liquid soap (underlisted), toilet rolls, odonil, sanitary cubes, Teepol, Lysol and naphthalene balls in as much quantities as required at all times in all the toilets shall be the responsibility of service provider.
- e. Daily cleaning will have to be completed before commencement of office Hours.
- f. Proper and efficient Sweeping and Mopping of Floor/tiles in Pantry as and when required with minimum twice a day.
- g. Removal of waste papers, packing material and any other garbage from the entire premises, including the staircases and lift areas etc.
- h. Cleaning of frames, panels, glasses, railings and cabin, partitions with Colin, Teepol, and other standard (non polluting) chemicals.
- i. Cleaning and dusting of planters, paintings, AC covers, posters, notice boards, office furniture, brass polishing of nameplates etc.
- j. Removal of bird dropping and other dirt's on the inner walls or on the foot of doors, ventilators etc. as and when required.

- k. Vacuum cleaning of blinds and spot removing with chemicals etc.
- l. Cleaning and sweeping of roof and road in front of the office-building, if any..
- m. Towels shall be replaced twice a day in all the toilets. Towels provided at officers' chairs shall be replaced twice a week or as required. Cost of towels shall be borne by the Bank.
- n. Washing of Towels, table covers, mats in office premises shall be arranged by the service provider, cost for which shall be borne by the Bank.
- o. Shifting of computer, stationery within the office premises.
- p. Handling the ceasefire equipment, in case of fire.
- q. Passing of files and papers within the office premises.
- r. Doing photocopying / scanning work as and when required.
- s. Filling of drinking water in jugs of all staff members and for visitors.
- t. Any other work assigned by the office.
- u. Providing vacuum cleaner and other required equipment's in the office premises.

Weekly Deep Cleaning (on Saturdays)

- I. Thorough cleaning/washing of the entire floor area by using Teepol, Lizol, Brisk, etc. and scrubbing of the entire office premises, toilets and the dining area.
- II. Efficient Dusting of walls, roofs etc. from top to downward.
- III. Brass polishing of brass/copper fixtures.
- IV. Window sponging and cleaning from inside and outside of building with chemical.
- V. Cleaning of drinking water coolers, refrigerator, water jugs, dustbins, buckets etc. with detergents and other chemicals.
- VI. Vacuuming of curtains/venetian blinds, carpets, office furniture and removal of spots
- VII. Washing and cleaning of garbage areas with chemicals.
- VIII. General cleaning/dusting of panels, posters, paintings, light fittings, fans, tube lights and electrical fittings etc.
- IX. Polishing of non-carpeted floor area, cleaning of sanitary/water supply fixtures, wall tiles etc.
- X. Maintenance of dead stock items in good condition. Any addition/deletion or any breakage/damage or loss should be entered in the register and reported to the bank immediately. Any damage/loss in respect of the bank's

properties at the office premises during the period of the contract caused by the negligence of the contractor will be borne by the contractor

Others

- a. The contractor shall take necessary steps to prevent water contamination and stagnation of water in the premises to prevent mosquito breeding. During monsoon season, kerosene or burnt mobile shall be sprayed over stagnant water in the premises regularly to prevent breeding of dengue mosquitoes.
- b. All the works shall be supervised by a supervisor. The supervisor and all the workers shall also wear identity cards and proper uniform while they are in the complex.

Signature of the Contractor

Manpower Details

The contractor shall always employ a minimum strength of experienced staff at site as mentioned in tender. Necessary grooming should be done before posting the staff at site. He shall also comply with the provisions of all labour legislations. Receipt of any complaint on this ground shall be viewed seriously. No additional payment shall be made if contractor keeps more staff at site for completing the pending work or if the minimum staff strength is not able to perform satisfactorily as per contract provision.

For deduction purpose, @ `1000/- compensation per day shall be levied in case of absence / non-satisfactory work.

The workers / staff employed should wear colour code uniforms, pant+shirt+shoes for male. Any indecent behavior / suspicious activities of the Staff employed shall be viewed seriously and a suitable penalty shall be levied on the contractor. The contractor is also required to submit the list of the workers with photo ID, educational qualification, address proof, police verification etc. before deputing the workers.

Contractor shall be solely responsible for the credentials / acts of his staff / workers.

Contractor is required to submit daily labour report duly signed by Asst. Care Taker (ACT) / Care taker (CT) to the Bank and other reports in desired format of Bank.

Contractor is required to make timely payment to his staff including various statutory authorities. The Bank reserves a right to check the same.

Essential Qualification :

The Supervisor should have an experience of Minimum 3 Years in Maintenance & Housekeeping Services of Office complex. He shall be provided with Mobile Phone so that he may be contacted in case of any emergency.

Note:

1. The compensation /deductions as indicated above is minimum & the same may be increased on the discretion of Bank if there is no improvement is found in their performance.
2. All the tools & other accessories which are meant to be used for the Cleaning / sweeping / scrubbing shall be provided by the Contractor engaged nothing shall be provided by the Bank except electricity & water.
3. Contractor shall be solely responsible for protection of his materials / protection of the Bank's property.

4. The Contractor cannot sublet any part work except pest control agency to anybody without prior permission of the Bank.
5. The Contractor is responsible for making timely payment to his employees. Else the Bank reserves the right to pay the same & recover it from Contractor's payment in case need arises.
6. No other payments shall be made to the Contractor for doing the works as described in the Scope of works. No escalation on quoted rates shall be paid.

The suggested minimum manpower required for the maintenance of the building every day excluding holidays and Sundays is mentioned as below :

Location	Area	Manpower		
		SS	US	Total
New Delhi Office, Gr Floor, Videocon Tower, Jhandewalan Ext. Rani Jhansi Road, New Delhi - 55	12,675 Sq ft	6	6	12
1109, 11 th Floor Antriksh Bhawan and 1108 & 1110, 11 th Floor, Antriksh Bhawan	589 sqft & 1205 Sqft	2	1	3
Total	14469 Sqft * (approx.)	8	7	15*

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

1. Supervisor – 8 Hrs (Service required from 9.30 a.m. to 5.30 p.m.) on all working days and Saturdays.
2. Others - 8 Hrs (Service required from 8.30 a.m. till 6.30 p.m.)

Any manpower required on holidays / Sundays will be separately notified.
Payment for the same will be made as per minimum wages applicable.

It may be noted that the timing and manpower as indicated above is minimum and may vary at the discretion of SIDBI. If required for proper execution of the work, manpower may be added / adjusted as per the requirement without any additional cost for same.

ARTICLE OF AGREEMENT

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

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

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

NOW IT IS HEREBY AGREED AS FOLLOWS:-

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

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

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

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

hereby agrees to perform the job to the satisfaction of the Bank during the stipulated contract period within reasonable time.

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

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

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

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

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

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

17A. The Contractor shall maintain a proper record / register indicating reason for not attending to any particular complaint within time schedule and also for non-completion of routine activities, failing which appropriate compensation as indicated in contract document shall be recovered.

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

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

19. Conduct of its worker

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

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

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

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

in the presence of

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

Shri Tulsi Das, Manager, SIDBI, New Delhi Office

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

In the presence of

i)

ii)

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

1. Small Industries Development Bank of India (hereinafter called as "SIDBI") have entered into Agreement / Contract / Order-_____ (hereinafter called "the said Agreement / the said Order"), with _____, M/s. _____(hereinafter called "the said Contractor / Supplier(s)"), for Tenders for Annual Maintenance Contract for General Maintenance and housekeeping of Office Premises at New Delhi / NCR. (indicate the scope of supply).
2. Whereas under the terms of the said Agreement / Contract / Order, the contractor / Supplier is required to furnish a Performance Bank Guarantee for Tenders for Annual Maintenance Contract for General Maintenance and housekeeping of Office Premises at New Delhi / NCR. (indicate the amount in ₹ / foreign currency) ₹_____-/- (Rupees _____ Only) towards the due fulfillment of the terms and conditions during the agreed time period or extension thereof, and also satisfactory performance of the items supplied to SIDBI during warranty period as per the warranty terms stipulated in the Agreement / Contract / Order.
3. Accordingly we, Bank Name, Delhi (hereinafter referred to as "the Bank") at the request of _____ (Contractor / Supplier(s)) do hereby undertake to pay to SIDBI an amount not exceeding ₹_____-/- (Rupees _____ Only) on the failure of Contractor / Supplier in performance of their obligations as per the terms and conditions of the Agreement / Contract / Order including the satisfactory performance of the item during warranty period as per the warranty terms stipulated in the Agreement / Contract / Order.
4. We, Bank Name Delhi do hereby unreservedly, irrevocably undertake to pay forthwith the amounts due and payable under this guarantee without any demur, merely on demand from SIDBI stating that the amount claimed is due by way of non performance / unsatisfactory performance by the contractor with respect to the terms and conditions of the Agreement / Contract / Order including failure in satisfactory performance of the items supplied / services rendered under the warranty terms stipulated in the Agreement / Contract / Order. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to and amount not exceeding ₹_____-/- (Rupees _____ Only).
5. We undertake to pay to SIDBI an amount not exceeding ₹_____-/- (Rupees _____ Only) so demanded notwithstanding any dispute or disputes raised by the contractor(s) / supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this guarantee being absolute and unequivocal.

6. We, Bank Name, Delhi further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement / Contract / Order and that it shall continue to be enforceable till all the dues of SIDBI under or by virtue of the said Agreement / Contract / Order have been fully paid and its claims satisfied or discharged of till SIDBI certifies that the terms and conditions of the said Agreement / Contract / Order have been fully and properly carried out by the said Contractor / supplier(s) and accordingly discharges this guarantee.
7. We, Bank Name Delhi further agree with SIDBI that SIDBI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor / Supplier(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by SIDBI against the said Contractor / Supplier(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement / Contractor / Order and we shall not be relieved from our liability by reason of any such variation, of extension being granted to the said Contractor / Supplier(s) or for any forbearance, act or omission on the part of SIDBI to the said Contractor / Supplier(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
8. We, Bank Name Delhi lastly undertake not to revoke this guarantee during its currency except with the previous consent of SIDBI in writing and agree that any change in the constitution of the said Contractor(s) / Supplier(s) or the said Bank shall not discharge the Bank of its liability under this deed.
9. The validity of Bank Guarantee shall be up to _____(atleast 6 months from 2 years of date of issue) and such date shall cover the period of warranty of all the supplies and also the period of defect liability / warranty period for last batch of supplies.

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN ABOVE

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

ADOPTION OF INTEGRITY PACT & INDEPENDENT EXTERNAL MONITORING

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

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

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

The Salient feature of the Pact is given as under:

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

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

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

The parties also agree as follows:

Commitments of the BUYER

1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

2. The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

PRE CONTRACT INTEGRITY PACT

(RfPNo : _____/APV/NDO/PREMISES
dated September , 2018)

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

General

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

WHEREAS the BUYER proposes to issue RfP for 'Tenders for Annual Maintenance Contract for General Maintenance and housekeeping of Office Premises / Residential flats Common area at New Delhi / NCR.' and the BIDDER/Seller is willing to offer/has offered the services and

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

NOW, THEREFORE,

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

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

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

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

Commitments of the BUYER

- 1.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2. The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following : -
 - 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

- 3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agreed upon for such payments.
- 3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.
The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.
- 3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- 4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in

any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

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

5. Earnest Money (Security Deposit)

- 5.1. While submitting commercial bid, the BIDDER shall deposit an amount of ₹_____ (as specified in RfP) as Earnest Money/ Performance Guarantee/ Security Deposit, with the BUYER through any of the following instruments.

- (i) Bank Draft or a Pay Order in favour of Small Industries Development Bank of India.
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (as specified in the RFP)

- 5.2. The Earnest Money/Security Deposit shall be valid for a period of 24 months with a claim period of 6 months to the complete satisfaction of both the buyer and bidder, including the warranty period, whichever is later.

- 5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

- 5.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

- 6.1. Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required :-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
 - (ii) The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER

- (iv) To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2.** The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

7. Fall Clause

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

8. Independent Monitors

- 8.1** The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Please refer to tender document for details.
- 8.2** The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with obligations under this pact.
- 8.3.** The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.
- 8.4.** Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5.** As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the BUYER
- 8.6.** The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality
- 8.7.** The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings
- 8.8** The Monitor will submit a written report to the designed Authority of the BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

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

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

BUYER

BIDDER

Name of the Officer

Chief Executive Officer

Designation

SIDBI

Witness

Witness

1. _____

1. _____

2. _____

2. _____

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