



भारतीय लघु उद्योग विकास बैंक (सिडबी)
SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA
(SIDBI)

प्रस्ताव के लिए अनुरोध (आरएफपी)
REQUEST FOR PROPOSAL (RFP)

FOR

सिडबी नई दिल्ली में सुरक्षा एजेंसी की नियुक्ति
Hiring of Security Agency at SIDBI New Delhi

जारी कर्ता
Issued by

प्रशासनिक विभाग / Administration Vertical

सिडबी, आत्मा राम हाउस, 1, टॉल्स्टॉय मार्ग, नई दिल्ली – 110001/
SIDBI, Atma Ram House, 1, Tolstoy Marg, New Delhi- 110001

वेबसाइट / Website: www.sidbi.in

निर्गत / Issued on December 01, 2023
Last date of bid submission : December 22, 2023 at 1500 hrs.

TENDER NO. : T002308104

यह दस्तावेज़ भारतीय लघु उद्योग विकास बैंक (सिडबी) की संपत्ति है। इसे सिडबी की लिखित अनुमति के बिना इलेक्ट्रॉनिक अथवा अन्य किसी भी माध्यम से पुनर्प्रस्तुत, वितरित या अभिलिखित नहीं किया जा सकता है। इस दस्तावेज़ में उल्लिखित सामग्री का उपयोग, यहाँ तक कि निर्दिष्ट उद्देश्य के अतिरिक्त, किसी भी अन्य उद्देश्य हेतु अधिकृत कर्मियों / एजेंसियों के लिए भी निषिद्ध है, क्योंकि इसे कॉपीराइट का उल्लंघन समझा जाएगा और इस प्रकार यह भारतीय कानून के अंतर्गत दंडनीय होगा / This document is the property of Small

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

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महत्वपूर्ण जानकारी / IMPORTANT INFORMATION

<p>संक्षिप्त विवरण / Brief Description</p>	<p>सिडबी नई दिल्ली की कार्यालय और आवासीय परिसरों में सुरक्षा गार्ड (निहत्थे) उपलब्ध कराने के लिए सुरक्षा एजेंसी की नियुक्ति</p> <p>Hiring of Security Service Agency for SIDBI, New Delhi Office and its three residential flats at Delhi/ NCR (addresses mentioned on the first page)</p>														
<p>निविदा दस्तावेज शुल्क / Tender document fee</p>	<p>शून्य / Nil</p>														
<p>बयाना राशि / Earnest Money Deposit (EMD)</p>	<p>₹ 1,50,000/- (रुपये एक लाख पचास हजार मात्र) जो 'सिडबी' के पक्ष में नई दिल्ली में देय डिमांड ड्राफ्ट/ पे ऑर्डर के रूप में हो या ऑनलाइन एनईएफटी/ आरटीजीएस के माध्यम से।</p> <p>₹ 1,50,000/- (Rupees One lakh fifty thousand only) in the form of Demand Draft/ Pay Order drawn in favour of "SIDBI" payable at New Delhi or online through NEFT/ RTGS. For online transfer account details are provide below:</p> <table border="1" data-bbox="694 1084 1374 1335"> <thead> <tr> <th>Particulars</th> <th>Details</th> </tr> </thead> <tbody> <tr> <td>Account Name</td> <td>SIDBI</td> </tr> <tr> <td>Type of Account</td> <td>Current Account</td> </tr> <tr> <td>Account No.</td> <td>37832223406</td> </tr> <tr> <td>Bank Name</td> <td>State Bank of India</td> </tr> <tr> <td>Branch Name</td> <td>K.G. Marg, New Delhi</td> </tr> <tr> <td>IFSC Code</td> <td>SBIN0050191</td> </tr> </tbody> </table>	Particulars	Details	Account Name	SIDBI	Type of Account	Current Account	Account No.	37832223406	Bank Name	State Bank of India	Branch Name	K.G. Marg, New Delhi	IFSC Code	SBIN0050191
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<p>प्रस्ताव प्रस्तुत करने की तिथि और समय / Proposal submission date and time</p>	<p>Proposals to be submitted through GeM portal (www.gem.gov.in) as per the timeline mentioned in bid document.</p>														
<p>संपर्क व्यक्ति / Contact Person</p>	<p>आलोक कुमार सिन्हा / Alok Kumar Sinha वरिष्ठ निजी सचिव / Senior Private Secretary</p> <p>ईमेल / Email: aksinha@sidbi.in फ़ोन / Phone no: 011 – 23448503</p> <p>सुस्मिता एम. नायर/ Susmitha M. Nair सहायक प्रबंधक/ Asstt. Manager ईमेल / Email: snair@sidbi.in फ़ोन / Phone: 011 – 23448499</p>														
<p>प्री-बिड मीटिंग / Pre bid meeting</p>	<p>प्री-बिड मीटिंग प्रस्तावित नहीं है / No pre-bid meeting is proposed.</p>														

बोली वैधता / Bid Validity	बोली जमा करने की अंतिम तिथि से 90 दिन / 90 days from the last date of bid submission
मूल दस्तावेज (ईएमडी, डीडी आदि के माध्यम से ऑफलाइन भुगतान की दशा में, प्री-कॉन्ट्रैक्ट इंटैग्रेटी पैक्ट और नॉन डिस्क्लोजर एग्रीमेंट) प्रस्तुत करना / Original document (EMD, in case of offline payment through DD etc. Pre-Contract Integrity Pact and Non-Disclosure Agreement) submission	<p>सभी दस्तावेजों जो मूल रूप में प्रस्तुत किया जाना चाहिए (ईएमडी, डीडी आदि के माध्यम से ऑफलाइन भुगतान की दशा में, प्री-कॉन्ट्रैक्ट इंटैग्रेटी पैक्ट और नॉन डिस्क्लोजर एग्रीमेंट) बोली जमा करने की अंतिम तिथि से 3 दिनों के भीतर एक लिफाफे में नीचे दिए गए पते पर प्रस्तुत किया जाना चाहिए जिसके ऊपर लिखा हो "सुरक्षा एजेंसी की नियुक्ति के लिए आरएफपी", यदि उल्लिखित मूल दस्तावेज दी गई समय-सीमा के भीतर प्राप्त नहीं होते हैं, तो मूल्यांकन के लिए प्रस्तावों पर विचार नहीं किया जाएगा।</p> <p>All the documents needed to be submitted in original (EMD, in case of offline payment through DD etc. Pre-Contract Integrity Pact and Non-Disclosure Agreement) should be submitted within 3 days from the last date of bid submission in an envelope superscribed "RFP for Hiring of Security Agency" at the address given below, if original documents as mentioned are not received within the given timeline, proposals will not be considered for evaluation.</p>
पता / Address	<p>सहायक महाप्रबंधक प्रशासन उद्भाग, भारतीय लघु उद्योग विकास बैंक ग्यारहवां तल, आत्मा राम हाउस, 1, टॉल्स्टॉय मार्ग, नई दिल्ली - 110001</p> <p>The Assistant General Manager Administration Vertical, Small Industries Development Bank of India (SIDBI) Eleventh Floor (1st floor) Atma Ram House, 1, Tolstoy Marg, New Delhi- 110001</p>
इंडिपेंडेंट एक्सटर्नल मॉनिटर (आईईएम) / Independent External Monitor (IEM)	<p>1. श्री संजय कुमार श्रीवास्तव, आईएएस (सेवानिवृत्त) / Shri Sanjay Kumar Srivastava, IAS (Retd.) अपार्टमेंट टी-06 बी / Apartment T-06 B, विंडसर कोर्ट, डीएलएफ चरण IV, गुडगांव - 122009 /</p>

	<p>Windsor Court, DLF Phase IV, Gurgaon – 122009</p> <p>मोबाइल / Mobile: 9910059472</p> <p>ईमेल / Email: sksrivastava_7854@rediffmail.com</p> <p>2. डॉ. परवेज़ हयात, आईपीएस (सेवानिवृत्त) / Dr. Parvez Hayat IPS (Retd.) बी 4/ 69 ए, सफदरजंग एंक्लेव/ B-4/69-A, Safdarjung Enclave नयी दिल्ली, 110029/ New Delhi 110029</p> <p>मोबाइल / Mobile: 9811792737</p> <p>ईमेल / Email: phayatips@gmail.com</p>
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SECTION 1: TERMS OF REFERENCE/ SCOPE OF SERVICES

1. About SIDBI

Small Industries Development Bank of India [SIDBI], a corporation established by the Small Industries Development Bank of India Act, 1989, acts as the principal Financial Institution for promotion, financing and development of the MSME sector and also to coordinate with institutions engaged in similar activities.

2. Scope of Services

SIDBI invites proposals from reputed Private Security Agencies for providing Security Guards (Unarmed) Services at SIDBI office and its three residential apartments for SIDBI Officers and staff in New Delhi/ NCR.

The addresses of locations are given below:

S. N.	Location	Brief detail	No. of guards	Remarks
1.	Office Premises Atma Ram House, 1 Tolstoy Marg, New Delhi - 110001	Total number of floors – 7 nos. [1 st – 4 th floor & 10 th – 12 th floor]	9	<ul style="list-style-type: none"> • Supervisor – 1 • Guards working in shifts – 3 • Guards in general shift – 6
2.	SIDBI's Officers Flats C- 40, Inderpuri, New Delhi – 110012	Total 7 no. of flats out of which 6 flats of 2 BHK and 1 flat of 3BHK	3	One guard each working in three shifts – 3
3.	SIDBI's Officers Flats C- 82, Inderpuri, New Delhi – 110012	Total 5 no. of flats out of which 3 flats of 3 BHK and 2 of 2 BHK	3	One guard each working in three shifts – 3

4.	SIDBI's Officers Flats, Ramprastha Colony, Plot No. B-21, B, 80, 81 & B-82, Ghaziabad U.P - 201011.	Total 20 no. of flats of 3 BHK + SQ	3	One guard each working in three shifts – 3
	Total		18	

3. Terms and Conditions of the Assignment

3.1 General

- 3.1.1 The agency shall deploy security guards as per the requirements of SIDBI within the time period as mentioned in Letter of Award.
- 3.1.2 Any delay in deployment over the stipulated period will attract a penalty of 5% of the total monthly payment for each day of delay, subject to maximum of the monthly payment payable to agency.
- 3.1.3 The Bank reserves its right to recover this amount by any mode, which includes adjusting from any payment to be made by the Bank to Agency or from Security Deposit/ EMD.
- 3.1.4 If the agency at any time is not able to provide proof of statutory obligations like PF, ESI etc., the services of Agency will be immediately terminated. Proof of statutory obligations like PF, ESI etc. are to be submitted on monthly basis or as and when sought.
- 3.1.5 The rate per guard per month, which is being paid to the agency on account of security arrangements, will be inclusive of service charges charged by the agency.
- 3.1.6 The Wages will be on the basis of rates prescribed by the Ministry of Labour, Government of India (as per the central Labour Laws) being revised from time to time.
- 3.1.7 The number of guards to be deployed by the agency will be decided by the Bank so as to ensure effective security arrangements.
- 3.1.8 The rest & relief arrangements will be made at the discretion of the agency, for which the Bank will not be liable to pay any wages or compensation.
- 3.1.9 The agency will not rotate the guards from one place to another and/or one institution to another without the consent of the Bank.
- 3.1.10 It is reiterated and made clear that management control of the guards so provided shall be with the agency and the said guards for all purposes shall be within the Disciplinary Authority of the agency.
- 3.1.11 The persons / guards engaged for performing the security job shall be responsible for their acts and omissions to the agency.
- 3.1.12 The Bank will not be responsible or liable in case of any dispute arising between the agency and the guards employed by the agency for carrying out the security services and no relationship of Employer and Employee shall come into existence between the Bank and the agency or guards for which all responsibilities shall vest with the agency alone.
- 3.1.13 The Bank reserves the right to increase / decrease the number of guards based on its requirement and the payment will be made accordingly.
- 3.1.14 The Bank reserves the right to reject any particular guard employed under

- the contract with SIDBI without assigning any reason.
- 3.1.15 The agency shall remove any guard who in the opinion of the Bank is guilty of misconduct or is in any manner unfit or unsuitable for service.
- 3.1.16 In case theft of any material takes place from the Premises on account of the negligence on the part of the Security Guards deployed by the agency, the agency would be liable for such losses or lapse and the amount, if any, would be recovered from the agency while settling the bills.
- 3.1.17 If any incident of disobedience, misbehaviors or theft, the agency shall remove from service such persons notified by the Bank immediately and fill up such vacancy with a suitable person.
- 3.1.18 The agency shall indemnify and keep indemnified, defend, and hold good SIDBI, its officers, directors, employees and agents against loss, damages or claims arising out of any violations of applicable laws, regulations, guidelines during the contract period and for the breach committed by the Security Agency or their services personnel on account of misconduct, omission and negligence by the Security Agency or his service personnel. Security Agency shall sign and furnish an Indemnity Bond in an approved format as provided before starting of the work.
- 3.1.19 The Bank shall make a claim, if any, in writing to the agency in case of any loss caused to the Bank due to non-performance or mal-performance or mis-performance, theft, etc., by the agency/ its guards and any claim lodged by the Bank will be settled by the Security Agency within a period of one month. If the claim is not settled within one month, loss caused to the Bank, shall be recovered from the monthly payment made to the Security Agency and also from the Security Deposit with SIDBI by the Security Agency.
- 3.1.20 The Bank reserves the right to terminate this arrangement without assigning any reasons thereof, by serving on the Agency a notice of one month to this effect, and on the refusal of the Agency to accept the notice of termination of the arrangement or passive avoidance to do so, the said notice shall be sent by registered post on the address of the Agency recorded with the Bank, where after it shall be deemed to have been served on the Agency.
- 3.1.21 The Bank shall also be entitled to appoint any other person, firm or Agency at its discretion to perform the job entrusted to the Agency after termination of the arrangement. Provided that the termination of the arrangement, as aforesaid, shall not absolve the Agency of its liability regarding security arrangements already entrusted to it in accordance with the direction of the Bank.
- 3.1.22 In case of any dispute arising out of relating to interpretation of terms of conditions or functioning of the Agency vis-a-vis the Bank, the Bank shall be the sole authority to decide the arbitrator. The Agency agrees to execute any other documents which may be required by the Bank in this regard.
- 3.1.23 The guards engaged shall not allow any material to be taken out from the said premises unless authorized by a nominated officer(s) of the Bank under his (their) scale and signature.
- 3.1.24 The Agency, other than a government Agency, should abide by the provisions prescribed in The Private Security Agencies (Regulation) Act, 2005.
- 3.1.25 The Agency will be required to submit an undertaking as per prescribed format along with the monthly bill and the bill will be settled only thereafter.
- 3.1.26 The Bank shall not be responsible or liable in case of any dispute arising between the Agency and the guards employed by the Agency for carrying the security services and no relationship of Employer and Employee shall come into existence between the Bank and the Agency or guards for which

all responsibilities shall vest with the Agency alone.

3.1.27 Any other duties/responsibilities assigned by the Bank and incorporated in the agreement, the same shall also be binding on the Security Agency.

3.2 Responsibilities of Agency

3.2.1 The agency shall be responsible for the payment of wages / dues to its guards. All liabilities arising out of violation of any Local/ Central Laws shall be the responsibility of the agency without in any manner encroaching upon the rights and liabilities upon SIDBI.

3.2.2 The agency will ensure that each guard performs his duty for not more than eight hours in one instance.

3.2.3 The agency will be fully responsible for the security of the Premises as mentioned in RFP and also responsible for providing the requisite guards at all the shifts.

3.2.4 The agency shall arrange proper supervision of the deployed security guards at all the premises of SIDBI, including surprise check, both during day and night and shall submit the reports at periodic intervals, i.e., fortnightly.

3.2.5 The agency shall be solely responsible for carrying out the job entrusted to them and in case of any accident resulting in death or injury or otherwise risk to the person engaged by the agency for carrying out the said job, the Bank shall not be liable for any compensation, damages, loss, etc., as the case may be.

3.2.6 In case of lapse on the part of the security guards deployed, the agency should take proper action against such guards. In case the agency fails to take such action against the defaulter, the Bank reserves the right to take any suitable/legal action against the agency and the security guard concerned.

3.2.7 The agency shall abide by State Labour /Government of India (Ministry of Labour) rules and regulations and all other Statutory Acts/Regulations and rules relevant to this contract including Workmen Compensation Act, Works Contract Act, Minimum Wages Act, Provident Fund Act, ESI, The Private Security Agencies (Regulation) Act etc., and shall indemnify SIDBI against and damages arising out of the default on the part of Security Agency due to negligence or non-compliance of any of the aforesaid rules, regulations, etc., laid down by the Government, Statutory Authorities Regulations and other Government bodies, if any, from time to time.

3.2.8 The agency shall maintain and provide all necessary documentation, registers, and records in connection with the performance of security arrangement services and other related documents including for complying with any statutory requirements and provisions of applicable laws.

3.2.9 The Security Agency shall maintain the Register/Challan copies as under:

- a. Under PF/ESIC/welfare Act pertaining to the state if any
 - i. Photocopies of PF/ ESIC Monthly Challans (from the beginning of the contract)
 - ii. Agreement copies with the Bank
- b. Under Minimum Wages Act, 1948
Minimum wages to all security guards of the Security Agency as prescribed by applicable laws of Government of India.

3.2.10 The Security Agency shall ensure that:

- all instructions of the Bank are strictly followed and there is no lapse of any kind.
- all instructions, guidelines and specifications issued to the agency by

SIDBI are clearly and effectively communicated by the agency to its employees and personnel;

- that all instructions, guidelines and specifications are strictly adhered to by the employees and personnel of the agency so that reputation of SIDBI is not damaged.
- that no action taken by the agency and/ or its employees and /or personnel shall violate laws and regulations.

3.3 With regard to Security Guards Deployed

- 3.3.1 Every effort must be made by the agency to deploy security guards of known antecedents only and it may be noted that the Security Agency shall be held responsible for all misdeeds of its staff.
- 3.3.2 Permanent addresses of all its security guards along with references about their conduct from two persons residing in his area of living shall be produced by the agency to SIDBI, before deployment so as to enable SIDBI to locate them as and when required.
- 3.3.3 The agency shall organize medical examination of all the security guards before initial deployment which will be repeated on yearly basis. Any person found to be medically unfit or unsuitable shall have to be removed by the Security Agency from the services and suitable replacement shall have to be arranged forthwith.
- 3.3.4 The agency shall arrange to issue Identity Cards to all security guards deployed, which has to be produced for inspection as and when required by SIDBI and/or suitably displayed.
- 3.3.5 The agency shall provide the proof of background check of its security guards deputed for security arrangement service at the site of the Bank.
- 3.3.6 The Security Agency shall provide baton, whistle and search light to the Security Guards for security purpose on site.
- 3.3.7 Minimum Wages will be revised during the period of contract in accordance with Dearness Allowance revised from time to time by the Labour Commissioner as per the provisions of Minimum Wages Act, 1948. Accordingly, EPF/ ESI will also be paid as per the revised rates.
- 3.3.8 The guards who are deployed for the security duty shall wear proper uniform and identity card during the duty hours provided by the Agency. Provision of uniform and any related expenses shall be borne by the Agency.
- 3.3.9 The Agency shall engage trained manpower for the duties to be performed for the security arrangements.
- 3.3.10 Deployment of Guards/Security Supervisors will be as per the instructions of the authorities of the Bank from time to time and the security agency will be responsible for their optimum utilization.

4. Duration of the Assignment

The contract period will be two (02) years initially which may be extended for one more year at sole discretion of SIDBI, if performance of agency is found to be satisfactory.

5. Payment Terms and Time Schedule for Deliverables

Payment shall be paid as per Minimum Wages Act of Govt of India along with service charge on monthly basis on receipt of complete and correct invoice from the Agency. The applicable GST will be paid over and above.

SECTION 3: ELIGIBILITY AND TECHNICAL EVALUATION CRITERIA

3.1 Eligibility: For the purpose of eligibility, the following criteria shall apply:

S. N.	Eligibility Criteria	Documents to be submitted
i.	The Agency should be an entity registered under relevant laws for at least three years as on RFP submission date.	Certificate of Incorporation/ Registered Partnership Deed/ PAN/ TAN/ GSTIN Certificate
ii.	The Agency should have valid registration under Shops & Establishment Act, 1962 with an office at New Delhi/ NCR.	Copy of registration/ relevant documentary proof of office address at New Delhi/ NCR.
iii.	The Agency should have valid license issued under Private Security Agency (Regulation) Act 2005 from the relevant authority of Govt of New Delhi/ NCR for providing security guards in NCR.	Copy of valid PSARA license issued by Govt.
iv.	The Agency should have experience of handling one (01) project of value Rs. 250 lakh or two (02) projects of 155 lakh or three (03) projects of Rs. 125 lakh for providing similar manpower to any Govt Dept./ PSUs/ Banks etc.	Work order / Contract copy / Completion Certificate to be furnished by the Agency.
v.	The agency should have provided security guards to any organization within last three years or should have running contract for providing security guards at New Delhi/ NCR.	Work order / Contract copy / Completion Certificate to be furnished by the Agency.
vi.	The Agency should have average annual turnover of at least Rs. 130 lakh during last three FYs of 2020-21, 2021-22, 2022-23.	Information to be provided as per Format duly signed by CA (on the basis of financial statements of respective FYs)
vii.	The Agency should not be owned or controlled by any Director or Employee of SIDBI (or their Relatives)	Self-Declaration as per Format
viii.	The Agency has not been censured/ blacklisted/ banned/ barred/ disqualified/ prohibited by Govt. of India or State Government or any Bank / RBI/ IBA / SEBI/ any regulatory authority or any court of law including NCLT/ NCLAT or any quasi-judicial authority or any other statutory authority.	Self-declaration as per Format
ix.	The Agency should submit Pre-Contract Integrity Pact as per format provided in Rs. 100/- non-judicial stamp paper.	Duly signed by authorised signatory as per Format

x.	The Agency should submit Non-Disclosure Agreement (NDA) as per format provided in Rs. 100/- non-judicial stamp paper.	Duly signed by authorised signatory as per Format
xi.	Earnest money deposit (EMD)/ Bid security	To be submitted in the manner and form mentioned in RfP

3.2 Technical evaluation Criteria: The eligible technical proposals will be evaluated based on the criteria given below and each proposal will be awarded a technical score (St). The maximum points/ marks to be given under each of the evaluation criteria are:

S. N.	Criteria	Marks	Marking Method
1.	Statutory & other requirements	15	(enclose documentary incorporation/ registration certificate)
1.1	Registration with PSAR Act and Labour Department of New Delhi/ NCR.	4	<ul style="list-style-type: none"> Registered with PSAR Act in New Delhi/ NCR. - 2 Registered with Labour Dept. of New Delhi/ NCR.- 2
1.3	Registered with EPFO, ESIC with copy of return/ contribution filed	4	<ul style="list-style-type: none"> Copy of Electronic Challan cum Return (ECR) of not more than 6 months old for EFP filed – 2 Copy of valid certificate form ESIC with code no. allotted – 2
1.4	Relevant certifications	7	<ul style="list-style-type: none"> ISO 9001/ / ISO 14001/ OHSAS 45001 – 2 ISO 18788:2015 – 5
2.	Agency's experience	55	(enclose details as per format given along with supporting documents)
2.1	Years of past experience in providing security guards as on last date of submission of proposal	15	<ul style="list-style-type: none"> 3 - 4 years of exp – 5 > 4 - 10 years – 10 > 10 years – 15
2.2	No. of security guards deployed to any State/ Central Govt. dept/ entity/ organisations during last three years	15	<ul style="list-style-type: none"> 20 to 50 nos. – 5 51 to 100 nos. – 10 More than 100 nos. – 15
2.3	No. of assignments/ projects awarded by any State/ Central Govt. dept/ entity/ organisations	15	<ul style="list-style-type: none"> 1 to 2 assignments – 5 3 to 5 assignments – 10 > 5 assignments – 15
2.4	No. of assignments/ projects awarded by any entity/ organisations/ depts. in New Delhi/ NCR.	10	<ul style="list-style-type: none"> 1 assignment – 5 2 assignments – 8 > 3 assignments – 10
3.	Training infra & other details	20	(enclose suitable documentary proofs)
3.1	Training facility for training of security guards PSAR Act	5	<ul style="list-style-type: none"> Other than own training infra - 3 Own training infra – 5
3.2	Verification process of	5	<ul style="list-style-type: none"> KYC and verification – 3

	security guards deployed		<ul style="list-style-type: none"> • KYC and police verification – 5
3.3	Availability of physical on ground supervisors with agency for supervision of New Delhi/ NCR.	5	<ul style="list-style-type: none"> • 1-2 supervisors – 3 • > 3 supervisors – 5
3.4	Availability of web based real time monitoring/ MIS system	5	<ul style="list-style-type: none"> • Online monitoring system/ app – 5
4.	Agency's Financial capability	10	(Provide details as per format given)
4.1	Turnover during last three FYs i.e. 2020-21, 2021-22 & 2022-23	5	<ul style="list-style-type: none"> • Rs. 130 lakh to Rs. 200 lakh – 3 • > Rs. 200 lakh – 5
4.2	Net profit during last three FYs i.e. 2020-21, 2021-22 & 2022-23	5	<ul style="list-style-type: none"> • Upto Rs. 15 lakh – 3 • > Rs. 15 lakh – 5

The minimum score required to qualify technical evaluation is 70 marks out of 100. So, the agencies scoring technical scores of more than 70 only will be considered for opening of financial proposals.

SECTION 4: INSTRUCTIONS

1.0 INTRODUCTION

- 1.1 SIDBI intends to select a Firm / Organization / Agency in accordance with the specified method of selection for performance of the services as described in this RFP.
- 1.2 Agencies shall be deemed to have understood and agreed that no explanation or justification for any aspect of the selection process will be given and SIDBI's decisions shall be final and binding on Agencies.
- 1.3 Agencies are invited to submit Technical and Financial Proposals in the form and manner specified in this RFP.
- 1.4 The Proposal will form basis for contract signing with the selected Agency for providing its services in accordance with the Terms of Reference (ToR) of this RFP.
- 1.5 Agency should familiarize themselves with local conditions and take them into account in preparing their Proposal.
- 1.6 Agency shall bear all costs associated with preparation and submission of their proposals, and contract negotiation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by SIDBI or any other costs incurred in connection with or relating to its Proposal.
- 1.7 The Bank is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Agencies.
- 1.8 SIDBI requires that the selected Agency provide professional, objective, and impartial advice and at all times hold SIDBI's interests' paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work.
- 1.9 The selected Agency shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of SIDBI.
- 1.10 The Agencies are required to observe highest standards of ethics during the Selection Process and execution of such assignment. It should strictly observe the laws against fraud and corruption in force in India.
- 1.11 The Agency should not have been black-listed by any Public Sector Bank, RBI or IBA or any other Government agencies during the last three years.
- 1.12 Modification And / Or Withdrawal of Bids: Bids once submitted will be treated as final and no further correspondence in this regard will be entertained. No Agency shall be allowed to withdraw the bid. SIDBI has the right to reject any or all the bids received without assigning any reason whatsoever. SIDBI shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever
- 1.13 Any conditional offer / tender / bid shall not be considered. Further, any modification in the tender after opening date shall not be considered.
- 1.14 SIDBI reserves the right to call for missing/additional requirements or otherwise from the bidders at the time of analysis of the tenders received in response to this notice.
- 1.15 SIDBI does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the tender without assigning any reason whatsoever.

2.0 SELECTION PROCESS

- 2.1 The Bids shall comprise of two parts namely the Technical and Financial Proposals to be submitted separately.
- 2.2 The Technical Proposal submitted in GeM portal (www.gem.gov.in) shall contain a scanned copy of EMD and original EMD should be submitted within the timeline mentioned.
- 2.3 All proposals will be evaluated for eligibility criteria first and technical evaluation will be carried out only for Agencies meeting the eligibility criteria. Based on this technical evaluation, a list of technically qualified Agencies shall be prepared.
- 2.4 Financial Proposals of only technically qualified Agencies will be opened.
- 2.5 Notwithstanding anything contained in this RFP, the Bank reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof.
- 2.6 Without prejudice to the generality of above, the Bank reserves the right to reject any Proposal if:
 - 2.6.1 at any time, a material misrepresentation is made or discovered, or
 - 2.6.2 the Agency does not provide, within the time specified by the Bank, the supplemental information sought by The Bank for evaluation of the Proposal.

3.0 CLARIFICATION AND AMENDMENT

- 3.1 Agencies may seek clarification before or during the clarification timeline provided.
- 3.2 At any time before the submission of Proposals, the Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Agency, modify the RFP documents by an amendment.
- 3.3 All amendments / corrigenda will be posted on GeM portal/ Bank's Official Website. To afford the Agencies a reasonable time for taking an amendment into account, or for any other reason, the Bank may at its discretion extend the Proposal Submission Date.

4.0 BID SECURITY/ EARNEST MONRY DEPOSIT (EMD)

- 4.1 Agency needs to furnish a Bid Security / EMD as per the details provided in Important Information.
- 4.2 Proposals received without the Bid Security / EMD as described shall be summarily rejected.

5.0 PREPARATION OF PROPOSAL

- 5.1 Proposals should be prepared in English Language and as per formats provided in this RFP.
- 5.2 Agencies are expected to thoroughly examine the RFP Document. Any deficiencies in providing the information requested may result in rejection of a Proposal.
- 5.3 Proposals shall be typed and signed by the Authorised Representative of the Agency who shall initial each page, in blue ink.
- 5.4 SIDBI may ask to provide additional material information or documents subsequent to the date of submission in case of clarification needed,

however, unsolicited material if submitted will be summarily rejected.

5.5 Technical Proposal: While preparing the Technical Proposal, Agency must give particular attention to the following:

5.5.1 The projects shown under past experience should be supported with copy of the contract/ work orders along with completion certificate indicating the details of previous assignment completed, Client, value of assignment/ proportionate value in use of projects/ assignment in process date and year of award. Agency shall self-certify if the firm has done assignments on Non-Disclosure Agreements. In such cases, broad details of the assignment have to be provided to ascertain relevance.

5.5.2 Agency's experience for recent assignments of similar nature, the outline should indicate, duration of the assignment, contract amount, and firm's involvement.

5.5.3 The comments and suggestions of Agency on the RFP / Contract / TOR are not binding and shall not affect the financial proposal.

5.5.4 The technical proposal must not include any financial information.

5.6 Financial Proposal: In submitting the Financial Proposal, the Agency shall adhere to the following requirements:

5.6.1 The Financial Proposal shall take into account all the expenses, tax liabilities and cost of insurance specified in the draft contract, levies and other impositions applicable under the prevailing law on the Agencies and their staff. The Agency shall be paid minimum wages as revised from time to time as per the concerned authority along with applicable PF, ESIC etc. the service charge of agency shall remain fixed for the remuneration of manpower provided. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.

5.6.2 In case of any discrepancy between the amount quoted in figures and words, the amount quoted in words will be considered for evaluation purposes.

5.6.3 The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFP.

5.6.4 Agencies shall express the prices in Indian Rupees.

5.6.5 The rates and amounts indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

6.0 SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

6.1 Agency shall submit proposals prepared as per the formats provided through GeM portal.

6.2 Scanned copy of Bid Security/ EMD to be submitted along with Technical Proposal and technical proposal should not contain any financial details.

6.3 The EMD, must be submitted within the timeline provided at the SIDBI office.

6.4 After the deadline for submission of proposals the Technical Proposal shall be opened by the Evaluation Committee to evaluate the Proposals.

6.5 After the Proposal submission until the contract is awarded, if any Agency wishes to contact the Bank on any matter related to its proposal, it should do so in writing at the Proposal submission address. Any effort by the firm to influence the Bank during the Proposal evaluation, Proposal comparison or

contract award decisions may result in the rejection of the Agency's proposal.

7.0 PROPOSAL EVALUATION

- 7.1 As part of the evaluation, the Technical Proposal shall be checked for eligibility first in accordance with the eligibility criteria defined in this RFP.
- 7.2 Technical Proposals which are found to be eligible would be considered for further detailed technical evaluation.
- 7.3 **Technical Evaluation**
 - 7.3.1 The evaluation committee constituted by the Bank will carry out the technical evaluation of Proposals on the basis of evaluation criteria and points system described in this RFP.
 - 7.3.2 A proposal will be disqualified for further evaluation if it fails to score minimum technical score as described in this RFP.
- 7.4 **Financial Evaluation**
 - 7.4.1 The Financial Proposals of technically qualified agencies only will be opened.
 - 7.4.2 The lowest financial proposal i.e. L1 recommended by GeM portal among the technically qualified agencies will be selected for assignment.
 - 7.4.3 In case of multiple L1 service providers, the Agency will be recommended for selection as per the norms of GeM portal.

8.0 AWARD OF CONTRACT

- 8.1 Letter of Award (LoA) will be issued, through GeM portal to the selected Agency.
- 8.2 **Performance Security:** Performance Security equivalent to **3%** of the total value of contract shall be furnished by the selected Agency from a Nationalized / Scheduled Bank in form of a Bank Guarantee in the form specified as per Annexure-II. Performance Security will be retained by SIDBI until the completion of the assignment by the Agency and be released within 120 days after the completion of the assignment.
- 8.3 **Commencement:** The Agency will be expected to commence the Services as mentioned in RFP.

9.0 TERMINATION

- 3.3.11 The maintenance contract shall be valid for 24 months from the date of awarding of contract. The contract could be further extended for a period of one year subject to satisfactory performance and on mutually agreed terms and conditions. The Bank reserves the right to terminate this arrangement without assigning any reasons thereof, by serving on the Agency a notice of one month to this effect, and on the refusal of the Agency to accept the notice of termination of the arrangement or passive avoidance to do so, the said notice shall be sent by registered post on the address of the Agency recorded with the Bank, where after it shall be deemed to have been served on the Agency.
- 9.1 Such termination will not give any right to the Agency for claim of any damage or compensation. In case the agency desires to terminate the contract, the agency has to give three month's notice to the Bank.
- 9.2 Evaluation of the service agency's performance by the Bank and decisions taken thereof shall be final and binding upon the agency. The Bank may terminate the contract at any time after giving short notice particularly in, but not limited to any of the following events:

- Fraud / Serious default of the contract terms committed by the agency
- Sub-contracting without authorization from SIDBI
- Un-satisfactory services

SECTION 5: ELIGIBILITY AND TECHNICAL PROPOSAL – STANDARD FORMS

Form T-1	Technical Proposal Submission Form
Form T-2	Information about Agency
Form T-3	Details of Past Experience of Agency
Form T-4	Financial Details of Agency
Form T-5	Not penalized or found guilty in any Court of Law
Form T-6	No Ownership or Control of SIDBI Directors/ Employees (or relatives)
Form T-7	Pre-Contract Integrity Pact
Form T-8	Non-Disclosure Agreement
Form T-9	Self certification for local content

Technical Proposal Submission Letter
(On letterhead of the Agency duly stamped and signed)

Date:

To:

Asst. General Manager
Administration Vertical
SIDBI, 1st Floor,
Atma Ram House,
1, Tolstoy Marg,
New Delhi – 110 001

Subject: Hiring of Security Agency at SIDBI New Delhi/ NCR

Dear Sir,

We are submitting our Technical Proposal with reference to your RFP issued dated We have examined all terms and conditions of RFP and understood the Scope of Work. Our Proposal is unconditional and binding upon us, subject only to the modifications resulting from technical discussions in accordance with the RFP.

We declare that:

1. We have examined and have no reservations to the RFP, including any Addendum/ Corrigendum issued by the Bank and we do not have any conflict of interest in accordance with the terms of RFP.
2. We acknowledge that SIDBI will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. We shall make available to SIDBI any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of SIDBI to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with SIDBI or any other public sector enterprise or any Government, Central or State.
6. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the consultancy for the Project is not awarded to us or our proposal is not opened or rejected.
7. We agree to keep this offer valid for 90 days from the submission date specified in the RFP.

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm and Address:

Information about Agency

S. N.	Description	Details to be filled by Agency
A	Particulars	
A.1	Name of the Agency	
A.2	Address of the Agency (Details of all offices to be provided)	
A.3	Date of Incorporation/ Constitution	
A.4	Contact person name with designation	
A.5	Contact person phone no.	
A.6	Contact person email id	
	Documents to be submitted: Copy of article of incorporation or registration certificate; in case of partnership firm – Deed of Partnership; in case of Company – Notarized and certified copy of its Registration; and in case of Society – its Byelaws and registration certificate of firm.	
B	Taxation	
B.1	PAN	
B.2	GSTIN	
B.3	We solemnly declare that our GST rating on the GST portal/ Govt. official website is not negative/ blacklisted.	
	Documents to be submitted: Copies of PAN card and GSTIN Registration.	
C	MSME status	
C.1	Whether registered as Micro and Small Enterprises (MSEs)	
C.2	If yes, MSME (Udyam) registration no.	
C.3	If yes, whether owned by SC/ ST	
C.4	If yes, whether owned by women	
	Documents to be submitted: Copy of MSME (Udyam) registration certificate.	
D	Start-up status	
D.1	Whether agency recognized as Start-up by Department for Promotion of Industry and Internal Trade (DPIIT)	
	Documents to be submitted: Copy of start-up certificate.	
E	Make in India status	
E.1	Class I local supplier/ Class II local supplier/ Non local supplier	
	Documents to be submitted: Certificate from statutory auditors/ cost accountant in case of Tenders above Rs 10 crore for Class-I or Class-II Local Suppliers. Self declaration in case of tenders below Rs. 10 crore.	
F	Statutory obligations	
F.1	Registration under Shops & Establishment Act, 1962	
F.2	EPF registration	

F.3	ESI registration											
F.4	Registration under Private Security Agencies (Regulations) Act (PSARA), 2005, at New Delhi/ NCR.											
	Documents to be submitted: Copies of licenses along with recent challan copy of PF, ESI etc.											
G	Others											
G.1	Details of training arrangements for security guards	Provide details of training facilities of either own training infrastructure or other training arrangements. Also provide details of Training center with address, no. of trainers with trainer credentials, photographs etc.										
G.2	Detail of verification process adopted by Agency for the manpower deployed	Provide details of police verification or other arrangements followed for security guards deployed with documentary proofs.										
G.3	No. of security guards deployed during last three years	<table border="1"> <thead> <tr> <th>FY</th> <th>No. of security guards deployed</th> </tr> </thead> <tbody> <tr> <td>2020-21</td> <td></td> </tr> <tr> <td>2021-22</td> <td></td> </tr> <tr> <td>2022-23</td> <td></td> </tr> <tr> <td>Average for three years</td> <td></td> </tr> </tbody> </table>	FY	No. of security guards deployed	2020-21		2021-22		2022-23		Average for three years	
FY	No. of security guards deployed											
2020-21												
2021-22												
2022-23												
Average for three years												
G.4	Details of supervisors available with agency for carrying out on ground physical verifications of security guards deployed at New Delhi/ NCR	Names and brief details like years of experience, employment details past and present etc. of supervisors available with agency for supervision of New Delhi/ NCR.										
G.5	Deatials of monitoring/ surveillance system like online websites/ app etc for real time monitoring of security guards deployed	Provide details with website link etc.										
	Documents to be submitted: Suitable documentary proof to be provided.											

Authorized Signature:
Name and Title of Signatory:
Name of Firm and Address:

Details of Past Experience of Agency

- ✓ Give details of relevant work undertaken.
- ✓ Supporting documents to be provided for the experience shown.

S . N .	Name of organization with address	Type of organization (Govt/ Pvt/ Others)	Contact person (Name, designation, email, phone no.)	Duration (Start, End date)	No. of manpower deployed	Total value of contract (Rs. lakh)	Remarks

Authorized Signature:
 Name and Title of Signatory:
 Name of Firm and Address:

Financial Details of Agency

S. N.	Financial Year	Annual Revenue of Agency (INR)	Net profit of Agency (INR)
1.	2020-21		
2.	2021-22		
3.	2022-23		
Average during last three FYs		[indicate sum of the above figures divided by 3]	[indicate sum of the above figures divided by 3]

Supported by relevant BS and P&L statements duly signed by CA

Authorized Signature:

Name and Title of Signatory:

Name of Firm and Address:

Not penalized or Found Guilty in any Court of Law
(On letterhead of the Agency duly stamped and signed)

Date: _____

DECLARATION-CUM-CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that our agency has not been censured/ blacklisted / banned / barred /disqualified /prohibited by Govt. of India or State Government or any Bank / RBI/ IBA / SEBI/ any regulatory authority or any court of law including NCLT / NCLAT or any quasi-judicial authority or any other statutory authority.

Further, this is to certify that _____ does not have any legal, civil, criminal, taxation and other cases pending against _____ that may have any impact affecting or compromising the delivery of services required.

Authorized Signature:
Name and Title of Signatory:
Name of Firm and Address:

No Ownership or Control of SIDBI Directors/ Employees (or relatives)
(On letterhead of the Agency duly stamped and signed)

Date: _____

DECLARATION-CUM-CERTIFICATE
TO WHOM SO EVER IT MAY CONCERN

This is to certify that _____ (Name of the Agency) is not a related party to SIDBI as per the provisions of Companies Act 2013, as amended from time to time.

Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm and Address:

PRE-CONTRACT INTEGRITY PACT

(To be submitted on ₹100 Stamp Paper duly signed by the bidder)

Between

Small industries Development Bank of India (SIDBI) hereinafter referred to as “The Principal”

And

..... hereinafter referred to as “The Bidder/ Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s). In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:
 - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order

to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form which put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process.

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 – Equal treatment of all Bidders / Contractors/ Subcontractors

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders(s) / Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairperson of Principal.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairperson of the Principal and recuse himself/ herself from that case.
- (5) The Principal 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The monitor will submit a written report to the Chairperson of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.
- (8) If the Monitor has reported to the Chairperson of the Principal, a substantiated suspicion of an offence under the relevant IPC / PC Act, and the Chairperson of the Principal has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor

may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contract or 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairperson of the Principal.

Section 10 – Other provisions

- (1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(Office Seal)

(For & on behalf of the Bidder / Contractor)

(Office Seal)

Place:

Date:

Witness 1: (Name &Address)

Witness 2: (Name &Address)

Non-Disclosure Agreement

(To be submitted on ₹100 Stamp Paper duly signed by the bidder)

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the AGENCY, are agreeable to execute “.....”

for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001 (hereinafter referred to as the BANK) and,

WHEREAS, the AGENCY understands that the information regarding the Bank’s Infrastructure shared by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the AGENCY understands that in the course of submission of the offer for the said RfP and/ or in the aftermath thereof, it may be necessary that the AGENCY may perform certain jobs/ duties on the Bank’s properties and/ or have access to certain plans, documents, approvals, data or information of the BANK;

NOW THEREFORE, in consideration of the foregoing, the AGENCY agrees to all of the following conditions, in order to induce the BANK to grant the AGENCY specific access to the BANK’s property/information, etc.;

The AGENCY will not publish or disclose to others, nor, use in any services that the AGENCY performs for others, any confidential or proprietary information belonging to the BANK, unless the AGENCY has first obtained the BANK’s written authorization to do so;

The AGENCY agrees that information and other data shared by the BANK or, prepared or produced by the AGENCY for the purpose of submitting the offer to the BANK in response to the said RfP, will not be disclosed to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK;

The AGENCY shall not, without the BANK’s written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the AGENCY for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/ engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm and Address:

Self Certification for Local Content
(On letterhead of the Agency duly stamped and signed)

Date: _____

DECLARATION-CUM-CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that we M/s _____ (supplier/ agency name) in line with Public Procurement (Preference to Make in India) Order No. P-45021/2/2017-BE-II dated June 15, 2017, as amended from time to time and as applicable on the date of submission of bid, are local supplier meeting the requirement of minimum Local content (50%) as defined in above orders for the material/ services against Tender Ref No _____

"Class-I local supplier" meeting the requirement of minimum local content equal to 50% (fifty percent) or more defined in the above government notification for the goods and services

(or)

"Class-II local Supplier" meeting the requirement of local content 20% to less than 50% (fifty percent) defined in the above government notification for the goods and services

(or)

Non Local supplier (If not belonging to Class-I & Class-II)

against Tender Ref No _____

Details of location at which local value addition will be made is as follows:

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Authorized Signature:
Name and Title of Signatory:
Name of Firm and Address:

SECTION 6: FINANCIAL PROPOSAL - STANDARD FORMS

Form F-1	Financial Proposal Submission Form
Form F-2	Breakdown of Wages

Financial Proposal Submission Form
(On letterhead of the Agency duly stamped and signed)

[Date]

To:

Asst. General Manager
Administration Vertical
SIDBI, 1st Floor,
Atma Ram House,
1, Tolstoy Marg,
New Delhi – 110 001

Sub: Hiring of Security Agency at SIDBI New Delhi/ NCR.

Dear Sir,

We, the undersigned, offer to provide security guards in accordance with your Request for Proposal dated [date] and summary of our Financial Proposal is given below:

Description	Amount (Rs.)
Total monthly wage for all security guards	
Service charge (%)*	
Service charges (Rs.) to be rounded off to nearest Rupee	
Total monthly amount payable (Rs.)	
GST @ 18% (as applicable)	
Total cost with GST (Rs.)	
Total contract amount for 24 months (Rs.)**	

* Service charge should be in compliance with guidelines issued by Govt of India and should not be quoted in decimal numbers. The bidder should quote in such a manner that the profitability of the agency, after paying taxes and other expenses should not be adversely affected. In case the Bank so desires may seek clarification on quoted service charge, after opening of Financial proposals from the Agency.

** Total cost entered in GeM portal shall match with the total cost derived here.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date].

We undertake that, in competing for (and, if the award is made to us, in executing)

the above contract, we will strictly observe and abide by all the relevant laws and regulations.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm and Address:

Breakdown of Wages

(On letterhead of the Agency duly stamped and signed)

The Agency is required to provide details of wages as per prevailing Minimum Wages rates issued by Ministry of Labour & Employment, Govt. of India for the period,

S. N.	Heads	Rate	Wage per day (Rs.)	Wage per mensem for 26 days (Rs.)
A	Wage			
1	Basic			
2	Variable Dearness Allowance (VDA)			
3	Other Allowances, if any			
	Sub-total of 'A'			
B	Deductions			
4	ESIC* – employee's contribution, if applicable	0.75%		
5	PF – employee's contribution	12%		
	Sub-total of 'B'			
C	Statutory/ other obligations			
6	ESIC* – employer's contribution, if applicable	3.25%		
7	PF – employer's contribution	13%		
8	Bonus*, if applicable	8.33%		
9	Reliever charges, if applicable	16.67%		
	Sub-total 'C'			
D	Total	A+C		

* ESIC and Bonus applicable only in case of per mensem wage is less than Rs. 21,000/-

Note: all amounts to be rounded off to nearest Rupee.

Authorized Signature:

Name and Title of Signatory:

Name of Firm and Address:

Performance Bank Guarantee Format

(To be executed on a non-judicial stamp paper of requisite value by the selected Agency)

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Small Industries Development Bank of India (SIDBI), a Corporation constituted and established under the Small Industries Development Bank of India Act, 1989, and having its Head Office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001 and inter alia an office at Atma Ram House, 1 Tolstoy Marg, New Delhi-110001 (hereinafter called The Bank) having agreed to award a contract to M/s. _____ having its office at _____, (hereinafter called "The Agency") for 'Hiring of Security Service Agency for SIDBI, New Delhi Office and its three residential flats at Delhi/ NCR' on the terms and conditions contained in the Contract ref no _____ dated _____ signed between the Agency and SIDBI (hereinafter called "the Contract") which terms, inter alia, stipulates for submission of Bank Guarantee for **3%** of the contract value i.e. _____ (Rupees _____ only), for the due fulfillment by the Agency of the terms and conditions of the said Contract.

At the request of the Agency, (Bank name & address) _____, having its principal/ registered office at _____ and, for the purposes of this Guarantee, acting through its branch namely (Bank name & address) _____ (herein after referred to as (Bank name) _____ which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns), hereby issue our guarantee No _____ in favour of **Small Industries Development Bank of India (SIDBI)**

1. We, do hereby unconditionally and irrevocably undertake to pay to SIDBI, without any demur or protest, merely on receipt of a written demand in original before the close of banking business hours on or before _____, at our counters at (Bank address) _____ from SIDBI an amount not exceeding Rs. _____ by reason of any breach by the Agency of the terms and conditions contained in the said Agreement, the opinion of The Bank regarding breach shall be final, conclusive and binding.
2. We do hereby guarantee and undertake to pay forthwith on written demand to SIDBI such sum not exceeding the said sum of Rs. _____ (Rupees _____ only) as may be specified in such written demand, in the event of the Agency failing or neglecting to perform the services for 'Hiring of Security Service Agency for SIDBI, New Delhi Office and its three residential flats at Delhi/ NCR' to SIDBI in the manner and in accordance with the Scope of Services, Terms and conditions, contained or referred to in the above referred Contract during its tenure.
3. We further agree that the guarantee herein contained shall remain in full force and effect till all obligations of Agency under or by virtue of the said Order have been fully and properly carried out or till validity date of this guarantee i.e. _____, whichever is earlier.
4. We undertake to pay to SIDBI all the money as per this Guarantee, notwithstanding any dispute or disputes raised by the Agency in any suit or proceeding pending before any court, tribunal or authority relating thereto or otherwise and our liability under these being absolute and unequivocal.
5. We further agree with you that SIDBI shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder (i) to vary

any of the terms and conditions of the said Contract (ii) to extend time for performance by the said Agency from time to time or postpone for any time (iii) to exercise or forbear to exercise any of the powers exercisable by SIDBI against said Agency and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations or modifications or extension being granted to the said Agency for any forbearance act or omission on the part of SIDBI or any indulgence by The Bank to the said agreement or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have an effect of so relieving us. However, nothing contained hereinbefore shall increase our liability under the guarantee above _____ or extend beyond _____

6. The liability under this guarantee is restricted to Rs. _____ (Rupees _____ only) and will expire on (date) _____ and unless a claim in writing is presented to us at counters at (bank & address) _____ on or before (date) _____ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities hereunder.
7. The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the Agency or any change in the constitution of the Agency or of the Bank.
8. The executants has the power to issue this guarantee and executants on behalf of the Bank and hold full and valid Power of Attorney granted in their favour by the Bank authorizing them to execute this guarantee.
9. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to Rs. _____ (Rupees _____).
10. This guarantee shall remain in force until (date) _____. Our liability hereunder is conditional upon your lodging a demand or claim with us and unless a demand or claim is lodged with us on or before (date) _____, your rights under the guarantee shall be forfeited and we shall not be liable there under. This guarantee shall be governed by and construed in accordance with the laws of India. The Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled or at its expiry, whichever is earlier.
11. We, (bank name, place) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of SIDBI in writing.
12. Notwithstanding anything to the contrary contained herein, the liability of (bank name & place) _____ under this guarantee is restricted to a maximum total amount of Rs. _____ (Rupees _____).
13. Our liability pursuant to this guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by (bank name & address) _____ delivered by hand, courier or registered post, prior to close of banking hours on (date) _____, failing which all rights under this guarantee shall be forfeited and (bank name & place) _____ shall be absolutely and unequivocally discharged of all of its obligations hereunder. This Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of (place _____) shall have exclusive jurisdiction.
14. Kindly return the original of this guarantee to (bank name & address) _____ upon the earlier of (a) its discharge by payment of claims aggregating to Rs. _____ (Rupees _____) (b) fulfillment of the purpose for which this guarantee was issued; or (c) _____ (date)“
15. All claims under this guarantee will be made payable at (bank name & address) _____ by way of DD payable at New Delhi.

In witness where of we _____ have set and subscribed our hand and seal this _____ day of _____ 2023.

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS :

1) Name.....

Signature.....

Designation.....

2) Name.....

Signature.....

Designation.....