



भारतीय लघु उद्योग विकास बैंक
SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA
Videocon Tower, Ground Floor, E-1, Rani Jhansi Road,
Jhandewalan Extension, New Delhi-110 055

Request for Proposal (RfP)

For

Repairs and Maintenance service contract for SIDBI
Officers' Residential flats / Staff Quarters & Visiting Officers' flats

Tender No. : 8/APV/NDO/2015-16 Dated: December 23, 2015

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TENDER NOTICE

Small Industries Development Bank of India (SIDBI), Videocon Tower, Ground Floor, E-1 Rani Jhansi Road Jhandewalan Extension New Delhi-110 055 invites tenders for obtaining Repairs and Maintenance service contract for SIDBI Officers' Residential flats / Staff Quarters & visiting officers flats* situated at :

1. C-40, Inderpuri (6 flats and 1 Visiting Officers' flat)
2. C-82, Inderpuri (5 flats)
3. Officers' flats situated at Sector 19, Divya Jyoti Apartments, Rohini, New Delhi (16 flats)
4. Officers' flats situated at Surya Vihar Complex, Gurgaon (18 flats)
5. Visiting officers flat (2 flats) at S-244, Greater Kailash-II, and G-55, Naraina.
6. Senior officers Dormitory at C-115, Inderpuri, New Delhi.

** The number of flats 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.*

Bids are invited for services to be engaged for repairs & maintenance related to Sanitary Works, Carpentry Works, Plumbing Works, Civil works, Electrical Works & Other need based work. The bidders are requested to submit their quotation in the attached format in Tender Document comprising –

Envelope I (sealed): Containing Tender Notice, Notification, Tender summary Technical Bid duly filled in and signed on each page, DD for EMD, Form of quotation, Tender documents for General Terms and conditions, Technical specifications (Scope of Works), Supporting Documents as indicated at page number 15.

Envelope II (sealed): Price Bid duly filled in and signed on each page.

- a) The tender document can be downloaded from SIDBI website i.e. www.sidbi.in & <http://eprocure.gov.in/> or can be obtained from the office of DGM, APV, Small Industries Development Bank of India (SIDBI), Videocon Tower, Ground Floor, E-1 Rani Jhansi Road, Jhandewalan Extension, New Delhi-110 055 between 9.30 am to 5:00 pm on working days (Monday to Friday) at a price of ₹ 200/-. In case of tenders downloaded from websites, a DD of Rs.200/- drawn in favour of SIDBI should be enclosed.
- b) The tender documents along with requisite DD/PO towards Earnest Money Deposit (EMD) and price bid in two separate sealed envelopes super scribing

“For Repairs and Maintenance service contract for SIDBI Officers' Residential flats / Staff Quarters & Visiting Officers' flats .”

“Envelope-I (Technical Bid)” and “Envelope-II (Price Bid)” respectively.

c) Both the sealed envelopes should be forwarded in a common envelope super scribing “tender document for Repairs and Maintenance service contract for SIDBI Officers' Residential flats / Staff Quarters & Visiting Officers' flats ”. Envelope I & II shall be sent at the above mentioned address of SIDBI so as to reach on or before 1300 hrs. of January 15, 2016. Late receipt of tenders will not be accepted and are liable to be rejected.

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

Site visits can be undertaken between December 23, 2015 to December 31, 2015 between 1000 hrs to 1700 hrs. Contractors are also advised in their own interest to visit the above sites to have a fair knowledge of work involved and assessment of material to be used in case of need. Site visits may be undertaken on any working day between 1000 hrs to 1700 hrs.

Conditional tenders will be summarily rejected and the tender may not be considered for evaluation. Any doubt or clarification may be clarified from the officer-in-charge before submitting the Tender Document.

The validity of tender will be 90 days from the date of submission of offers.

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

Information to bidders

Address for submission of Bids	THE DEPUTY GENERAL MANAGER ADMINISTRATION & PREMISES VERTICAL, SIDBI, VIDEOCON TOWER, GROUND FLOOR, E-1, RANI JHANSI ROAD, JHANDEWALAN EXTENSION, NEW DELHI-110 055.
No. Of Envelopes (Non window, sealed)	02 (Two), Non-window sealed with: 1 st . Envelope: (Superscribing “OFFER FOR Repairs and Maintenance service contract for SIDBI Officers' Residential flats / Staff Quarters & Visiting Officers' flats .” - Tender No. 8/APV/NDO/2015-16 Dated: December 23, 2015-Technical Bid, containing : a.Tender Notice b. Notification.

	<p>c.Tender summary</p> <p>d.Technical Bid, duly filled in and signed on each page details as per format given in Annexure II.</p> <p>e.Demand Draft/ Pay Order towards Earnest Money Deposit (EMD) for ₹ 20,000/- [from scheduled commercial bank] drawn in favour of SIDBI.</p> <p>f.Form of quotation</p> <p>g.Tender documents for General Terms and conditions</p> <p>h.Technical specifications (Scope of Works),</p> <p>i.Supporting Documents as indicated at page number 15.</p> <p>2nd Envelope: (Superscribing "OFFER FOR Repairs and Maintenance service contract for SIDBI Officers' Residential flats / Staff Quarters & Visiting Officers' flats "" – Tender No. 8/APV/NDO/2015-16 Dated: December 23, 2015 - Price Bid ") containing price bid as per format given.</p>				
Contact Details	ADMINISTRATION & PREMISES VERTICAL, SIDBI, Videocon Tower, Ground Floor, E-1, Rani Jhansi Road, Jhandewalan Extension, New Delhi-110 055.				
Name (S/Sh.)	Designa tion	Phone	Fax	E-mail	
P.K. Saxena	DGM	23635426	23682461	pksaxena@sidbi.in	
Chandan Bajaj	AGM	23635429	23682461	chandanb@sidbi.in	

Signature :

Name of the Tenderer :

Date / Place :

Seal :

Notification

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

Preference for registered Micro and Small Enterprises (MSEs)

As per Policy of Government of India, following purchase preference shall be given to Micro and Small Enterprises (MSEs) tenderers, which are 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.

1. The Bank shall provide the tender documents free of cost to the tenderers who are registered MSEs and such shall also be exempted from submission of earnest money deposit (EMD).
2. MSEs quoting price within the price band of L1 +15% shall also be allowed to provide a portion of requirements (services) by bringing down their price to L1 price, in a situation where L1 price from someone other than a MSEs and such MSEs shall be allowed to supply up to 20% of total tender value. In case of more than one such MSEs, the supply shall be shared proportionately.
3. The Bank has also earmarked a sub target of 4% procurement of goods/Services, out of 20% from MSEs, owned by SC/ST Entrepreneurs from MSEs.

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Tender summary

Nature of Work	Selection of "contractor" for Repairs and Maintenance service contract for SIDBI Officers' Residential flats / Staff Quarters & Visiting Officers' flats at New Delhi/NCR, to be engaged for Sanitary Works, Carpentry Works, Plumbing Works, Civil works, Electrical Works & other need based work.
Site of Work*	<p>C-40, Inderpuri (6 flats and 1 Visiting Officers' flat)</p> <p>C-82, Inderpuri (5 flats)</p> <p>Officers' flats situated at Sector 19, Divya Jyoti Apartments, Rohini, New Delhi (16 flats)</p> <p>Officers' flats situated at Surya Vihar Complex, Gurgaon (18 flats)</p> <p>Visiting officers flat (2 flats) at S-244, Greater Kailash-II, and G-55, Naraina</p> <p>Senior officers' Dormitory at C-115, Inderpuri, New Delhi.</p> <p><i>* The number of flats 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</i></p>
Time period of contract	The period of contract will be 24 months from the date of award of contract. This may further be extended by one more year based on the performance with an increase of 10 % of the initially quoted rates (all inclusive) depending upon the satisfactory performance of the contractor.
Earnest Money Deposit (EMD)	₹ 20,000/- [to be submitted in the form of Demand Draft(DD)/ Pay Order (PO) drawn on any scheduled commercial bank in favour of SIDBI payable at New Delhi along with Technical Bid].
Refund of EMD	(i)To unsuccessful Bidder: After award and acceptance of work by successful tenderer without any Interest. However, the Bank may

	<p>take a relaxed view in the matter.</p> <p>(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 ban the CONTRACTOR from subsequent bidding for a period of 3 years</p>
Stipulated dates	
i) Site Visit	December 23, 2015 to December 31, 2015 between 1000 hrs to 1700 hrs
ii) Clarifications.	Clarifications, if any, may be asked in writing through e-mail not later than January 01, 2016 by 1600 hrs on mail id 'pksaxena@sidbi.in' or 'chandanb@sidbi.in'.
iii) Pre- Bid Meeting Date	January 01, 2016 at 1630 hrs.
iv) Bid-Submission Start Date	January 04, 2016 at 0930 hrs.
v) Bid-Submission End Date	January 18 , 2016 at 1300 hrs.
vi) Date of opening of Technical Bids	January 18 , 2016 at 1630 hrs.
vii) Bid Validity	90 days from the date of submission of bids. i.e. till April 17, 2016 .
viii) Date and time of opening of Price Bids	Price bids would be opened at a later date which would be notified only to the short listed Contractors qualifying technical bid.
Other terms	The total security deposit (EMD + Retention money) amounting to 6% of the total annual 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 any interest after successful completion of the contract.
Estimated Amount (per annum)	₹.6.50 lakh per annum.(Upper Ceiling)

Signature :
Name of the Tenderer :
Date / Place :
Seal :

INSTRUCTION TO TENDERERS

1. Intended Tenderers are advised to study the tender document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
2. Any clarification to be sought by the Contractors should be done on or before the stipulated date.
3. At any time prior to the deadline for submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.
4. Amendment, if any, shall be hosted on SIDBI Website (www.sidbi.in).
5. In order to allow prospective Contractors reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.
6. In case of any clarification required by SIDBI to assist in the examination, evaluation and comparison of bids, SIDBI may, at its discretion, ask the contractor for clarification. The response / Clarification shall be in writing and no change in the price of substance of the bid shall be sought, offered or permitted
7. It would be the responsibility of the contractor's representative (only one person per contractor) to be present at the venue of opening of Bids.
8. The envelopes should clearly indicate the Name and Address of the contractor. All pages of the bid are to be signed and numbered as Page No. ____ of Page No. ____ (total pages) and the page numbers should be running across the complete bid document and not section wise.
9. The contractor shall bear all the costs associated with the preparation and submission of the bid and SIDBI will in no case be responsible or liable for those costs, regardless of the conduct or the outcome of the tendering process.
10. Deviations, if any, to the terms of the RfP should be annexed separately to the Technical bid.

11. BID VALIDITY:

The period of bid validity shall be binding on the contractor, as SIDBI may award the contract at any stage on or before the expiry of the bid validity date. SIDBI, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

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 contractor 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.

13. TENDER METHODOLOGY, BID EVALUATION & AWARD OF CONTRACT:

13.1 The tender methodology proposed to be adopted by SIDBI will be "TWO BID SYSTEM" i.e., Technical Bid and Price Bid.

13.2. Bid evaluation shall be done in two phases. In first phase only the 1st envelope will be opened on the date mentioned above. Representatives of the Contractors may like to be present during this bid opening. Evaluation of Technical Bids shall be done with respect to terms and conditions defined in the tender. Based on the technical evaluation, Contractors will be short listed for opening of the Price Bids.

13.3. In second phase, 2nd envelope containing price bids of the Contractors short listed in the first phase shall be opened. contractor's representatives may like to be present during Price bid opening. Date and time of opening of the price bids shall be advised only to the Contractors shortlisted in the first phase of evaluation, through fax/ email.

13.4. Accepting of application by the Bank would not guarantee the award of contract. The Bank reserves the right to accept or reject any or all applications without assigning any reason whatsoever.

13.5. SIDBI will award the contract to the successful contractor whose bid has been determined to be substantially responsive and has been determined as the LOWEST (L1) PRICE BID.

13.6. The Bank, on the request of the Contractors may furnish the reasons for rejecting tender.

14. EARNEST MONEY DEPOSIT:

a. The contractor submitting the bids will have to deposit EMD of ₹20,000/- (Rupees Ten thousand only) by way of DD/PO drawn on a scheduled commercial bank in favour of 'Small Industries Development Bank of India', payable at New Delhi, along with the Technical Bid.

b. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.

c. The unsuccessful Contractors will be returned the E.M.D. within 15 days from the date of final decision of Bank regarding the contract except on account of exigencies beyond Bank's control.

d. Request for exemption from EMD will not be entertained.

e.The EMD may be forfeited:

i.If a contractor withdraws its bids during the period of bid validity.

ii.If a contractor makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.

iii.In case of successful contractor, if the contractor fails to accept the Letter of Intent (LoI)/ sign the contract within the stipulated time.

Form of Quotation

The DGM
SIDBI,
APV,
New Delhi

Dear Sir,

Sub:- Tender for Repairs and Maintenance service contract for SIDBI Officers' Residential flats / Staff Quarters & visiting officers flats situated at :

1. C-40, Inderpuri (6 flats and 1 Visiting Officers' flat)
2. C-82, Inderpuri (5 flats)
3. Officers' flats situated at Sector 19, Divya Jyoti Apartments, Rohini, New Delhi (16 flats)
4. Officers' flats situated at Surya Vihar Complex, Gurgaon (18 flats)
5. Visiting officers flat (2 flats) at S-244, Greater Kailash-II, and G-55, Naraina
6. Senior officers' Dormitory at C-115, Inderpuri, New Delhi.

We have examined the terms and conditions for the Tender Document. We have also visited the 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 in Price Bid has been read in conjunction with all the terms and conditions of Tender. We are bidding for Repair and Maintenance service of premises mentioned in the bid document.

I. A Demand Draft No. _____ dated _____ drawn on _____ for an amount of (Rs. _____ only) is enclosed herewith towards Earnest Money Deposit for the captioned work under tender for Repairs and Maintenance services.

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 our 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 :

Annexure-I

Eligibility criteria for Contractors

Applications are invited from experienced and competent Contractors (New Delhi based/ having registered branch office at New Delhi) for providing repairs and Maintenance services for SIDBI Officers' Residential flats / Staff Quarters & Visiting Officers' flats * at :

1. C-40, Inderpuri (6 flats and 1 Visiting Officers' flat)
2. C-82, Inderpuri (5 flats)
3. Officers' flats situated at Sector 19, Divya Jyoti Apartments, Rohini, New Delhi (16 flats)
4. Officers' flats situated at Surya Vihar Complex, Gurgaon (18 flats)
5. Visiting officers flat (2 flats) at S-244, Greater Kailash-II, and G-55, Naraina
6. Senior officers' Dormitory at C-115, Inderpuri, New Delhi.

** The number of flats 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.*

Subject to fulfilling following eligibility criteria :

Minimum qualifying criteria

1. Contractors should have minimum 3 years of experience in the field.
2. Contractors should have done at least one job of similar nature of following magnitude in the last 3 years - Annual Maintenance, and repair and maintenance works for the office premises or commercial/hotel complex (one or more) costing minimum ₹ 6.50 Lakh per annum to be eligible for bidding.
3. The contractor should be an Income-tax assessee and should have filed Income Tax return for the last 3 financial years.

Contractor should have average annual turnover of Rs.30 lakh in previous 3 years and to be in profit.

4. The contractor should have valid Service Tax Registration, Registration with the labor Department, P.F. and ESI registration, etc.
5. The contractor should be a sole proprietary concern/ partnership firm or a company and should be registered with Registrar of Firms/ Companies wherever applicable.
6. The contractor should have sufficient and competent manpower and tools & tackles to take up the work.
7. The 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 of application format of Technical Bid. In case of getting the negative feedback, Bank reserves the right to disqualify the contractor.

How to apply

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

- 1) Certificate of registration of the firm/Company, Proof of establishment of concern etc.
- 2) Letters of empanelment with other organization/ statutory bodies, if any.
- 3) Letters of intent/ work order/ certificate from other employers showing details of work, value, etc., done in last 3 years.
- 4) Necessary license, Registration certificates with various above mentioned departments, PAN, Copies of Income Tax Returns & Balance Sheets for the last 3 financial Years etc. duly signed and stamped by the contractor to be attached with the Tender.
- 5) An undertaking for not having been black listed by any Central/State Government/Public Sector Undertaking/Institute of Govt. of India.

Completed application form with technical & price bid as indicated at tender notice 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
ADMINISTRATION & PREMISES VERTICAL,
SIDBI, Videocon Tower, Ground Floor, E-1, Rani Jhansi Road, Jhandewalan
Extension, New Delhi-110 055

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

Annexure-II

APPLICATION FORM

(Technical Bid, to be submitted in Envelope-I)

1. Name of the Organisation :
2. Registered Address :
 - i. Telephone /Mobile No. –
 - ii. Fax No. –
 - iii. E-mail address –
 - iv. Name of contact person –
3. Local Office Address/ Branch Address :
 - I. Telephone/Mobile 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 of Articles and Association to be attached)
6. Name of Directors/ Partners/ Proprietor
 - i.)
 - ii)
 - iii)
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).
9. Permanent Account Number (Copy to be attached) :
 - i. Details of last three years Income Tax returns filed (Copy to be attached):
10. Details of Registration with the Labor office (copy to be attached) :

11. Details of Excise/ Service Tax Registration (copy to be attached) :
12. Details of P.F. ESI registration (copy to be attached) :
13. Whether belong to SC/ST (attach certificate issued by competent authority)
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)
- v) vi)
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)
- iii) iv)
- v) vi)
16. Furnish detailed description and value of works done in last 3 years in Performa-1 : and other details as per Performa-2 .
17. Specify the maximum value of : work executed in a year during the period of last 3 years (copy of LOI / work order to be attached)

18. Financial information

Annual Turnover (in Rs. Lakh)	FY 2013	FY 2014	FY2015
Profits during last three financial years (in Rs. Lakh)	FY 2013	FY 2014	FY 2015
Average Financial turnover during last three financial years (in Rs. Lakh)			

19. 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)

Signature :

Name of the Tenderer :

Date :

Place :

Seal

Annexure-III

UNDERTAKING TO BE SUBMITTED AT THE TIME OF MONTHLY BILL BY
SUCCESSFUL BIDDER

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

That in the capacity of independent Labour 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.

CONTRACTOR

Authorised Signatory

PERFORMA - 1

PARTICULARS IN RESPECT OF WORK EXECUTED and WORK IN PROGRESS

Sl. No.	Name of Work 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/
1	2	3	4	5	6 *	7 *	8 *

* Applicable for executed works

Signature

PERFORMA - 2

KEY PERSONNEL PERMANENTLY EMPLOYED

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

Signature

Annexure-IV

**Tender for Repairs and Maintenance service contract for SIDBI Officers'
Residential flats / Staff Quarters & visiting officers flats.**

General Terms and Conditions –Part -A

1. DEFINITIONS:

In this Contract, the following terms shall be interpreted as indicated below:

- 1.1. The "Bank " means Small Industries Development Bank Of India (SIDBI);
- 1.2. The "Contractor" means the individual or firm or company providing or intending to provide the repairs & maintenance Services under this Contract;
- 1.3. The "Contract" means the agreement entered into between the Bank, represented by its authorised representative and the contractor represented by its authorised representative as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 1.4. The "Contract Price" means the price payable to the contractor under the Contract for the full and proper performance of its contractual obligations;
- 1.5. The "Services" means those repairs & maintenance services related to Sanitary Works, Carpentry Works, Plumbing Works, Civil works, Electrical Works & Other need based work.
- 1.6. "TCC" means the Terms and Conditions of Contract contained in this section;
- 1.7. The "Site" means the locations as mentioned at Page No.3/7 under Tender Notice/ Summary of this tender document.

2. RESPONSIVE BIDS: Bids conforming to the following essential requirements shall be considered as responsive:

- 2.1. Bids submitted at the prescribed address on or before the stipulated date and time.
- 2.2. Bids accompanied with requisite documents as mentioned at page number 3 & supportive documents.
- 2.3. DD/ PO towards the EMD as required.

3. USE OF CONTRACT DOCUMENTS AND INFORMATION:

3.1 The contractor shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the

contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

3.1 The contractor will treat as confidential all the data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

4. SUB-CONTRACTS:

The contractor shall not assign or sub-contract, in whole or in part, its obligations to perform under the contract, except with the Bank's prior written consent.

5. APPLICABLE LAWS:

The Contract shall be interpreted in accordance with the laws prevalent in India.

6. COMPLIANCE WITH ALL APPLICABLE LAWS: The contractor shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RfP and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/personnel/ representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

7. FORCE MAJEURE:

7.1 If the performance as specified herein is prevented, restricted, delayed or interfered by reason of Acts of God including fire, explosion, cyclone, floods, war, revolution, acts of public enemies, blockage or embargo, any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided that the party so affected uses its best efforts to remove such cause of non-performance, delay or interference and when removed the party shall continue performance with utmost dispatch.

7.2 If a force Majeure situation arises, the contractor shall promptly notify the Bank in writing of likelihood or actual existence /occurrence of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the Bank in writing, the contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

18. RESOLUTION OF DISPUTES:

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

8.2 In case of Dispute or difference arising between the Bank and the contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Bank and the contractor OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.

8.3 The contractor shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is of such nature that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.

8.4 Arbitration proceedings shall be held at New Delhi, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.5 Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at New Delhi, India only.

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

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

Any dispute between the contractor and the Bank, which cannot be settled by negotiation, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within 30 days of the failure of negotiations. Arbitration shall be held in New Delhi, India and conducted in accordance with the provision of Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at New Delhi alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final and binding. Contractor shall not be entitled to suspend the provision of the repairs & maintenance services, pending resolution of any disputes and shall continue to render the repairs & maintenance services in accordance with the provisions of the contract notwithstanding the existence of any dispute between the contractor and the Bank or the subsistence of any arbitration or other proceedings.

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

General Terms and Conditions –Part -B

- 1) The period of contract will be 24 months from the date of award of contract. The contract shall remain effective normally for two years. However, SIDBI reserves the right to renew the contract up to another one year with an increase of 10% of the initially quoted rates (all inclusive) depending on satisfactory performance of the contractor.
- 2) Successful bidder shall deposit a security deposit equivalent 6% of contract value (including EMD) in the form of Demand Draft drawn 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 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.
- 3) The fixed repairs & maintenance charges shall be paid to the CONTRACTOR after the end of each month. The contractor shall submit 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 payments made to the workers (Cheque/ RTGS payments) shall be provided with the monthly bills along with necessary declaration in the format of SIDBI. If it is observed that the payments being made are not as per labour 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, the bank may also impose suitable penalty to the contractor for non compliance of labour Law. SIDBI has the right to insists that the payment to the workers be made in presence of Bank's nominee.
- 4) Rates quoted by the contractor shall be firm for the entire period of the contract.
- 5) The rates quoted shall include cost of all tools & tackle, manpower cost including wages (including P.F, ESI contribution Employee and Employer, liveries, insurance of minimum of Rs.2 lakh each), taxes & duties etc., payable to the appropriate authority excluding service tax, which shall be paid as per rules.
- 6) The contractor should comply with the requirements of latest Labour Acts and Minimum Wages Act, 1948 and its latest amendment including taking necessary insurance cover for its staff, if required. Minimum wages of labour to be paid as per the latest applicable central minimum wages.
- 7) The contractor shall be solely responsible for all injury to the workmen and for all damages caused to the building, DG set 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.

- 8) Before quoting, the bidder may visit the site and make himself familiar with the site, nature and conditions of work involved.
- 9) In case of unsatisfactory service, SIDBI reserves the right to terminate the contract by giving 30 days notice and forfeit the security deposit. Decision of SIDBI in such matters shall be final and cannot be challenged.
- 10) The contractor is required to carry out additional minor repair/replacement works, whenever required.
- 11) The contractor shall maintain necessary records / registers for stock and consumption of materials, etc. as advised by the Premises Department

Annexure-V

**Tender for obtaining Repairs and Maintenance service contract
for SIDBI Officers' Residential flats / Staff Quarters**

SCOPE OF WORK

A Operation of water pumps

- a. The scope of work includes cleaning of water tanks (underground & overhead) every three months (quarterly) with necessary cleaning materials to be provided by the contractor.
- b. Water Supply Pumps - Pumps should be checked daily. The water supply pumps should be monitored once in a day. Pump automation should be checked at least once in two days. Greasing and oiling of pumps to be carried out as per manufactures recommendation. As required repair and maintenance works of pumps shall be arranged/managed by the contractor so that continuous water supply in the entire building round the clock is to be ensured.
- c. Water supply lines- All the water supply lines should be inspected once in 15 days and leakage/ seepage/ any other defect observed in pipe line to be rectified. Cost of material if any provided/ changed will be reimbursed to the contractor on producing pucca bills and verification of rates.
- d. Checking and repairing all leakages in all water supply, sanitary, drainage lines including traps and fittings.

B Carpentry works

- a) Repair of problematic locks and changing the same, if required
- b)Preparation of duplicate keys for drawers, wardrobe, almirah as and when required by SIDBI officer after obtaining approval of DGM, Premises, New Delhi.
- c) Repair of doors, windows, wardrobes, table drawers, furniture etc.
- d) Repair/ changing of door, door closer and other hardware etc.
- e) Carpentry repair works required for furniture.
- f) Cost of material will be reimbursed to the contractor on producing pucca bills/ tax invoice and verification of rates by Bank.

C. Plumbing works

Maintenance of plumbing works, rectification of leakages, misc. plumbing repairs, etc., within the apartments and office premises shall be carried out free of cost with an experienced plumber/ carpenter. However, cost of replacement of parts/materials shall be reimbursed by SIDBI on actual basis.

D. Civil Works

Need based civil works including seepages, worn out plasters on the walls, broken tiles etc., will be undertaken as and when required free of cost. However, the cost of material shall be reimbursed on actual basis on production of pucca bill/tax invoices etc. Additional structural civil work, if any, shall be undertaken on mutually agreed rates and terms.

E. Electrical Works

All electrical works within the apartments and office premises shall be maintained by the contractor including replacement of consumables. However, the cost of parts/ material replaced (except tube lights & bulbs which will be provided by the occupants) shall be reimbursed by SIDBI on actual basis.

F. Others

Maintenance of electrical/plumbing/carpentry repair in common area shall be done by the contractor including replacement of consumables. All fused lights in common area shall be replaced by the contractor, the cost of which will be reimbursed by SIDBI on actual basis.

For reimbursement of the cost of parts / materials replaced by the contractor, the contractor should submit original bills for purchase of the parts / materials replaced duly signed by the occupants of the flats/ caretaker for common area. Payments shall be made after verification of rates by SIDBI.

- a. The rates quoted shall include cost of all tools & tackle, manpower cost including wages (including P.F, ESI contribution Employee and Employer, liveries, insurance of minimum of Rs.2 lakh each), taxes & duties etc., payable to the appropriate authority excluding service tax, which shall be paid as per rules.
- b. No conveyance will be paid separately for attending to any work or for liasoning work.
- c. SIDBI reserves right to delete part work from scope of contract without any compensation. In that case, rates shall be reduced proportionately.
- d. Rates quoted by the contractor shall be firm and no escalation will be considered for the first two years period of the contract. Contract may further be extended for one more year based on the performance with an increase of 10 % of the initially quoted rates (all inclusive).

We accept all the terms and conditions of the Tender as given in format above and Annexures – I, IV and V.

Place:

[Authorised Signatory]
[Rubber Stamp]

Date :



भारतीय लघु उद्योग विकास बैंक
SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA

Annexure-VI

PRICE BID

(To be submitted in sealed envelope in Envelope-II)

For providing Repairs and Maintenance service contract for Officers' Residential flats / Staff Quarters & visiting officers flats in respect of Sanitary Works, Carpentry Works, Plumbing Works, Civil works, Electrical Works & Other need based work.

APPLICATION FORM

Description of the work		All inclusive rate per month in Rs. (in words and figures) to be quoted in one combined figure for all description of work
Repairs and Maintenance service contract for SIDBI Officers' Residential flats/ Staff Quarters & Visiting Officers flats * as per details given below in respect of Sanitary Works, Carpentry Works, Plumbing Works, Civil works, Electrical Works & other need based work as per the terms and conditions given in Annexure-I, IV and V.		
Location	Remarks	Built up Area (approx)
C-40, Inderpuri, New Delhi	7 flats plus common area and basement	11452 sq.ft.
C-82, Inderpuri, New Delhi	5 flats plus common area and basement	6,942 sq.ft.
16 flats at Surya Vihar Complex, Kapashera Border, Gurgaon	2 BHK flats- 16 Flats	18,080 sq.ft.
2 flats at Surya Vihar Complex, Kapashera	3 BHK flats- 2 Nos.	3,280 sq.ft.

Border, Gurgaon		
G - 55, Naraina Vihar, New Delhi	3 BHK flat	2,000 sq.ft.
S - 244, GK II, New Delhi.	3 BHK flat	2745 sq.ft.
Senior officers' Dormitory at C 115, Inderpuri, New Delhi.	3 BHK flat	1400 sq.ft.
16 flats at Sector 19, Divya Jyoti Apartments , Rohini, New Delhi	2 BHK flats- 16 Nos.	13,187 sq.ft.
All inclusive rate per month in Rs. (in words and figures) to be quoted in one combined figure for all description of work		

*The number of flats 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.

Contractors are advised in their own interest to visit the above sites to have a fair knowledge of work involved and assessment of material to be used in case of need. Site visits may be undertaken on any working day between 1000 hrs to 1700 hrs.

Note :

1. The rates quoted shall include cost of all tools & tackle, manpower cost including wages (including P.F, ESI contribution Employee and Employer, liveries, insurance of minimum of Rs.2 lakh each), taxes & duties etc., payable to the appropriate authority excluding service tax, which shall be paid as per rules. L-1 will be decided based upon the rate quoted, clarified as aforesaid.
2. Contractor is required to provide full uniform with safety shoes, hand gloves for his employees as approved by SIDBI. The contractor's staff should always be in full uniform failing which a sum of Rs. 500/-per day per staff would be deducted from his bills at the discretion of SIDBI.

3. In case of non-attending to any defects / works in a reasonable time period as decided by SIDBI, a penalty of Rs 500-2000/- per incidence would be recovered as the case may be at SIDBI's discretion.
4. No conveyance will be paid separately for attending to any work or for liasoning work.
5. SIDBI reserves right to delete part work from scope of contract without any compensation. In that case, rates shall be reduced proportionately.
6. Rates quoted by the contractor shall be firm and no escalation will be considered for the first two years period of the contract. Contract may further be extended for one more year based on the performance with an increase of 10% of the initially quoted rates for in the rate (all inclusive).
7. SIDBI reserves the right to terminate the Contract by giving 30 days notice in case the performance is not satisfactory.

We accept all the terms and conditions of the Tender as given in format above and Annexure – I, IV and V. Our rate for the contract is given as above.

Place:

Date :

[Authorised Signatory]
[Rubber Stamp]