

भारतीय लघु उद्योग विकास बैंक  
एससीओ 119-120, भूतल एवं प्रथम तल, सेक्टर 17-बी चण्डीगढ़-160017

**SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA**  
SCO 119-120, Ground & 1st floor, Sector 17-B Chandigarh-160017

चण्डीगढ़ स्थित सिडबी कार्यालय परिसर और पंचकुला स्थित आवासीय क्वार्टर्स / फ्लैट्स में  
सुरक्षा सेवा प्रदान करने हेतु एजेंसी के चयन के लिए निविदा।

**TENDER FOR SELECTION OF AGENCY FOR PROVIDING SECURITY SERVICES  
AT SIDBI OFFICE CHANDIGARH AND RESIDENTIAL QUARTERS / FLATS IN  
PANCHKULA**

*निविदा संख्या : 2022/1638/ROCH दिनांक जून 30, 2021*

**Tender No.: 2022/1638/ROCH Dated June 30, 2021**

सीलबंद लिफाफे में निविदा प्रस्तुत करने की अंतिम तारीख- 26 जुलाई 2021  
LAST DATE OF SUBMISSION OF SEALED TENDER – July 26, 2021 UPTO 15:00 HR

## Invitation to Bid

### 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 “**Agency**” means the sole proprietary concern or partnership firm or company providing or intending **to provide Security Services under this Contract;**

1.3. The “Contract Price” means the price payable to the **Agency** under the Contract for the full and proper performance of its contractual obligations;

1.4. The “Services” means those services ancillary to providing Security Guard Services & any other incidental service related to security.

1.5. The “Site” means the Chandigarh Office of Small Industries Development Bank of India located at (i) **SCO 119-120, Ground & 1st floor, Sector 17-B, Chandigarh** and (ii) **SIDBI Officers Flat, GHS-1, Sector 17, Panchkula**

### 2: Introduction and Requirement:

Small Industries Development Bank of India (SIDBI), Chandigarh Office invites offers from Agencies **to provide Security Guard Services** for its office **at Chandigarh and Residential Flats at Panchkula**. The Agency will be required to provide:

2.1 Security guards **(3 guards each for Office at Chandigarh and Residential Flats at Panchkula)** for round-the-clock security on 8 hourly shifts each day on 24x7 basis for **Chandigarh Office and Residential Flats at Panchkula and**

**The estimated cost for the assignment is Rs.2227821/- lakh p.a.**

**The tenure of the contract shall be for two years subject to renewal for another one year thereafter at the sole discretion of the Bank.** However, continuance of contract will be subject to Performance Review done by appropriate authority of the Bank from time to time.

The quotations should be submitted in two SEPARATE PART /ENVELOPE described as under:

- A. Part I (Technical Bid) in a sealed cover for empanelment of Agency for providing SECURITY SERVICES based on prequalification criteria**  
**B. Part II (Price Bid) in a sealed cover**

In the first phase, the Agency who shall be found eligible after scrutiny of applications / documents, shall be empaneled based on pre-qualification criteria and **in second phase**, their Price bid for the proposed services will be opened with prior intimation to them with regard to date and time of opening of price bid.

The applications in the prescribed Format (Technical bid & Financial bid) should be submitted along with all supporting documents like copies of latest Income-Tax return filed, list of work completed / in hand with their value during last 5 years, work completion certificates, list of personnel available, details of registration / empanelment with different institutions, financial turnover, etc. The applications should **reach The GENERAL MANAGER, SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA, SCO 119-120, Ground & 1st floor, Sector 17-B Chandigarh on or before 26/07/2021 upto 15.00 Hrs.**

**Technical Bid** (annexure I) in **SEPARATE ENVELOPE** which consists of the following:

- I. Application - (Format I)
- II. List of works executed and works in hand - (Format II A & II B)
- III. Details of empanelment with other institutions - (Format III).
- IV. Details of Resources (manpower) and infrastructure facilities available - (Format-IV)
- V. Financial information (turnover / profit & loss, etc.) during last three years - [Format-V]
- VI. A copy of IT Return filed for the last FY (2019-20) is to be submitted along with computation of income.

**Price bid IN SEPARATE ENVELOPE:** to be submitted as per the format given in **annexure II**

### **3. ELIGIBILITY CRITERIA** (Pre-qualification criteria)

**a.** The Agency should be based in Tri City i.e. Chandigarh/Panchkula & Mohali **and shall be having at least 100 guards on its roll.**

**b.** The Agency should have minimum experience of 5 years of similar service. The Agency should have Ex-servicemen oriented and may have preference to ex-servicemen on its roll. It should be having necessary experience in providing Security Services to / which are empaneled with Banks/ Financial Institutions, public sector undertakings and large corporate [Attach copy of work orders or letter of empanelment ].

**c.** The Agency should have satisfactorily executed one contract of similar nature, costing at least **Rs.17.82 lakh p.a. (80% of estimated cost of work) or 2 contracts of similar nature costing at least Rs.11.14 lakh p.a. (50% of estimated cost of work) each**

in last 3 years (ending with the last date for receipt of applications). [Attach proof for the above].

**d.** The **Agency** should have a professional reputation and the quality of service rendered by it should be of acceptable standard. The work assigned to it should have been completed within the prescribed time. SIDBI may inspect the works of the Agency to assess quality and other parameters.

**e.** Financial turnover and Profit & Loss account for the last three financial years duly certified by Chartered Accountant.

**(i)** Average Financial turnover of the last three financial years should not be less than **Rs.75.00 lakh**.

**(ii)** Agency to be in profit, at least in one financial year during the last three financial years.

**(iii)** Agency should have positive net worth in the last audited balance sheet.

**f.** The Agency is required to attach the requisite satisfactory (proof) documents towards pre-qualification, along with its application. Failure to submit the same may result into rejecting the application. Bank reserves the right to cross check the information furnished and may obtain confidential report from their previous clients. Bank reserves the right to reject any or all applications at any stage without assigning any reason, thereof. However, the Bank on the request of the bidders / interested agencies may furnish the reasons for rejecting the tender.

**g.** The Agency should have valid license / permit / approval, registration i.e. License under Private Agency Regulation Act, 2005 (PSARA), trade license, registration certificate, certificate under Shops and Establishment Act, Professional tax registration, latest Income-Tax return filed, **Goods & Services Tax (GST)** registration, PAN card, Address proof, etc., as applicable, from the concerned statutory authority or any other competent authority concerned for carrying out this type of work. They have to furnish the copy of the relevant documents along with the Technical bid.

**h.** The Agency should have valid EPF and ESIC registration, as applicable (copies to be enclosed).

#### 4. Bidding Information:

Purpose and Duration	<b>Selection of “Agency” for providing Security Services for a period of 2 years from August 01, 2021 to July 31, 2023 subject to renewal for another one year thereafter at the sole discretion of the Bank</b> (However, continuance of contract will be subject to Performance Review done by appropriate authority of the Bank from time to time).
Earnest Money Deposit (EMD)	<b>Rs.33,000/- (Rupees Thirty Three Thousand only)</b> in the form of a demand draft/pay order/ banker’s cheque in favour of Small Industries Development Bank of India and payable at Chandigarh or by direct credit to SIDBI’s bank account through RTGS/NFFT

	(in case of direct credit, SIDBI's bank details will be provided on request), along with the Technical Bid.
Security Deposit (SD)	The Agency selected through the tendering process would be required to deposit interest free security deposit (SD) of about <b>Rs.1,20,000/- (Rupees One Lakh Twenty Thousand only)</b> (the exact amount of SD will be worked out based on the annual total contract value to the Bank) within fourteen days of notice of the award of the contract either in the form of a demand draft/pay order/ bankers cheque in favour of <b>Small Industries Development Bank of India, payable at Chandigarh</b> or by direct credit to SIDBI's bank account through RTGS/NFFT (in case of direct credit, SIDBI's bank details will be provided on request) <b>or by way of bank guarantee</b> in favour of Small Industries Development Bank of India from any scheduled commercial bank for an equivalent amount which shall be refundable on expiry of contract after adjustment of any dues receivable from the Agency. The Original Bank Guarantee, if applicable, will be returned to the contractor/ issuing Bank on expiry of contract.
Last Date of Submission of Bids.	<b>26/07/2021 by 15:00 hrs</b>
Clarifications	The pre-bid meeting for clarifying the tender conditions, specifications, procedure for procurement, etc., will be held <b>on 19/07/2021 at 15:30 hours at SIDBI, SCO 119-120, Ground &amp; 1st floor, Sector 17-B, Chandigarh.</b> The interested agencies may submit their queries, in writing or through email to <a href="mailto:sardar@sidbi.in">sardar@sidbi.in</a> and <a href="mailto:renusharma@sidbi.in">renusharma@sidbi.in</a> in the matter, if any, sufficiently in advance, <b>at-least 3 days before the date of pre-bid meeting</b> , to advise clarifications by SIDBI in the pre-bid meeting. Further, clarifications <b>if any, would be issued in the form of addendum on the Bank's website only.</b>
Public Procurement Policy	<b>Annexure V</b> may please be referred to.
Bid Validity	03 months from the date of submission of bids, <b>i.e. 25/10/2021</b>
Address for submission of Bids	The General Manager; SIDBI, SCO-119-120, Ground & 1st floor, Sector 17-B Chandigarh- 160017
No. of Envelopes (Non window, sealed)	02 (Two), Non-window sealed as under:  <b>1st Envelope: Superscribing "OFFER FOR SECURITY SERVICES RfP No. 2022/1638/ROCH Dated 30/06/2021 - Technical Bid", containing:</b> 1. A demand draft/pay order/ banker's cheque or the reference No./UTR No. in case of direct credit to SIDBI's bank account through RTGS/NFFT <b>for Rs.33,000/- towards EMD.</b>  2. Technical Bid details as per formats given in <b>Annexure I.</b>

	3. Bank Mandate Form as per format given in <b>Annexure III</b> .		
	<b>2nd Envelope:</b> Superscripting “ <b>OFFER FOR SECURITY SERVICES - RfP No. 2022/1638/ROCH Dated 30/06/2021 - Price Bid</b> ” containing price bid as per format given in <b>Annexure II</b> .		
Date and time of opening of Price Bids	Price bids will be opened in the presence of those shortlisted Agencies who choose to be present at the time and date which would be notified only to the shortlisted Agencies.		
Contact Details	The General Manager; SIDBI, SCO-119-120, Ground & 1st floor, Sector 17-B Chandigarh- 160017		
Independent External Monitor	Shri Nageshwar Rao Koripalli -IRS (Retd.)		
Name (S/Sh.)	Designation	Phone	E-mail
Prashant Sardar Renu Sharma	DGM / AGM	0172-5000627 0172-5000655	sardar@sidbi.in renusharma@sidbi.in

## 5. INSTRUCTION TO AGENCIES

- i. Any clarification to be sought by the Agency should be done on or before the stipulated date.
- ii. At any time prior to the deadline for submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment and notification thereof.
- iii. Amendment notification, if any, shall be hosted on SIDBI Website ([www.sidbi.in](http://www.sidbi.in))/ <http://eprocure.gov.in>/ by way of letter to prospective bidders.
- iv. In order to allow prospective Agency reasonable time to take the amendment, if any, into account for preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.
- v. In case of any clarification required by Bank to assist in the examination, evaluation and comparison of bids, Bank may, at its discretion, ask the Agency for clarification. However, no change in the price or substance of the bid shall be sought, offered or permitted.
- vi. It would be the responsibility of the Agency representative to be present at the venue of opening of Bids.
- vii. The envelopes should clearly indicate the Name and Address of the Agency. All pages of the bid document are to be signed and numbered as **Page ---(page) of -- (total pages)** and the page numbers should be running across the complete bid document and not section wise.
- viii. The Agency 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.

- ix. Deviations, if any, to the terms of the RfP should be annexed separately to the Technical bid.

## 6. **BID VALIDITY:**

The period of bid validity shall be binding on the Agency, as Bank may award the contract at any stage on or before the expiry of the bid validity date. Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary, without assigning any reason(s) therefore.

## 7 **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. Bank has the right to reject any or all the bids received without assigning any reason whatsoever. However, Bank, on the request of the bidders / interested agencies may furnish the reasons for rejecting the tender. Bank shall not be responsible for non-receipt / non-delivery of bid documents due to any reason whatsoever.

## 8 **TENDER METHODOLOGY, BID EVALUATION & AWARD OF CONTRACT:**

i. The tender methodology proposed to be adopted by Bank will be “**TWO BID SYSTEMS**” i.e. Technical Bid and Price Bid.

ii. Bid evaluation shall be done in two phases. In first phase only the **1st envelope** will be opened to evaluate the Technical Bids with respect to terms & conditions defined in the RfP. Based on the technical evaluation, Agencies will be short listed for opening of the Price Bids.

iii. In second phase, **2nd envelope containing price bids** of the Agencies short listed in the first phase shall be opened. Agency'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 Agencies that are shortlisted in the first phase of evaluation.**

iv. Acceptance of bid by the Bank would not guarantee the award of contract.

v. Bank will award the contract to the successful Agency whose bid has been determined to be substantially responsive (explained further in this document) and has been determined as the **LOWEST (L1) PRICE BID BASED ON THE TOTAL COST TO THE BANK (EXCLUDING GST).**

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

- a. Bids submitted at the prescribed address on or before the stipulated date and time.

- b.** Bids accompanied with following documents:
- i. DD/ PO, etc., towards the EMD as required.
  - ii. Duly filled in and signed Technical Bid in prescribed format.
  - iii. Duly filled in and signed Price Bid in prescribed format.

## **10. SCOPE OF WORK AND RELATED CONDITIONS FOR SECURITY GUARDS**

**The Agency shall arrange to:**

- a) Provide 3 numbers of security guards on 8 hourly shift basis each day on 24x7 basis for SIDBI Office located at Chandigarh on all the 365 days in a year.**
- b) Provide 3 numbers of security guards on 8 hourly shift basis each day on 24x7 basis for SIDBI Officer's Flat at Sector 17, Panchkula on all the 365 days in a year.**
- c) The Bank reserves the right to increase / decrease the number of guards or may request for immediate requirement of security guards based on its requirement and the payment will be made accordingly.**
- d) The Agency will undertake to provide trained personnel in three shifts, consisting of eight hours each.
- e) The Agency shall provide 24 hours continuous security by constantly changing the personnel on rotation basis so that each person deployed by them does not work for more than 8 hours in a particular shift.
- f) The Agency should also provide reliever so that all the guards get weekly holiday as per the prevailing applicable law.

The scope of work for the Agency, through its security guards will involve :

- I.** guarding and patrolling duties in the Bank's Office & residential Flats / premises at **Chandigarh/ Panchkula** including various other installations / furniture/ fixture located inside.
- II.** preventing unauthorized entry into the Bank's premises.
- III.** safeguarding the Bank's property, all electrical/electronic items/ computers/ laptops, UPS, batteries, IT hub, civil installations (viz., water pipes, pumps, electric meters, telephones/electric cables, etc., and all other furniture and fixtures).
- IV.** preventing / maintaining a close vigil on encroachments, if any.
- V.** 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 Agency or their services personnel on account of misconduct, omission and negligence by the Agency or his service personnel.
- VI.** The Agency shall maintain and provide all necessary documentation, registers and records in connection with the performance of Security Services and other



related documents including for complying with any statutory requirements and provisions of applicable laws.

**VII.** The Agency shall take all precautionary measures to ensure the safety of the workmen employed by it and SIDBI will not be responsible in case of any eventuality.

**VIII.** In the case of any labour problems related to the workmen staff of the Agency deployed in SIDBI premises, the same shall be settled at the Agency's end only. The "Agency" shall indemnify SIDBI suitably. It shall be the duty of the Agency to clearly inform his own personnel / staff that they shall have no claim whatsoever against Bank and they shall not raise any industrial dispute, either directly and / or indirectly, with or against Bank in respect of any of their service conditions or otherwise.

**IX.** The Agency shall abide by the Government of India (Ministry of Labour) rules and regulations and all other Statutory Acts/Regulations and rules relevant and applicable to this contract including Works Contract Act, Minimum Wages Act, Provident Fund Act, ESI, etc., and shall indemnify Bank against and damages arising out of the default on the part of Agency due to negligence or non-compliance with any of the aforesaid rules (Central / State), regulations, etc., laid down by the Central/State Government, Statutory authorities Regulations and other Government bodies, if any, from time to time. **The Agency shall not wait for receipt of payment from SIDBI for paying the salary to its security guards.**

**X.** Bank shall deduct tax at source as per extant tax laws at the time of making the payment and issue the corresponding certificates to the bidder / agency to whom contract was awarded for the payments made to it from time to time.

**XI.** The Agency shall organize medical examination of all the staff 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 Agency from the services and suitable replacement shall have to be arranged forthwith.

**XII.** The Agency shall arrange to issue Identity Cards to all its staff which have to be produced for inspection as and when required by Bank and/or suitably displayed at all times during performance of duty.

**XIII.** The Agency shall provide the proof of background check of its staff deputed for security service at the site of the Bank.

**XIV.** The Agency shall ensure:

- a. That all instructions, guidelines and specifications issued to the Security agency by Bank are clearly and effectively communicated by the Agency to its employees and personnel;
- b. That all instructions, guidelines and specifications are strictly adhered to by the employees and personnel of the Security agency so

that reputation of Bank is not damaged during the entire contract period.

- c. That the Agency and / or its employees and /or personnel shall not violate any laws and / or regulations, whether Central or State.

11. The staff shall be properly dressed in neat and tidy uniform at all times during performance of duty. They shall be courteous, well mannered, alert and attentive. They should be conversant with the tenets of the trade.

## 12. Insurance

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

## 13. Termination of Contract

If the contractor fails to perform any of the obligations under this contract and if the Bank is dissatisfied with the services, the Bank may terminate the services of the contractor with a notice of winding up and the contractor shall vacate the premises

**within a period of one month of written notice.** Bank should not be held liable for any cost, damage, expenses or any loss whatsoever that the contractor may suffer on being served with the winding up notice and termination of contract. However, the contractor is required to give **3 month's notice** in case he does not want to continue the contract. In this case, Bank shall forfeit the security deposit and shall award the contract to new agency. Decision of SIDBI in such matters shall be final and cannot be challenged.

#### **14 .Venue**

The security service shall be provided normally at Bank's premises (Office / Officer's Flats ) at Chandigarh/ Panchkula and/or at any other place as approved by the Bank.

#### **15. Pre-bid Clarifications**

- The intending Agency may send their queries by email to sardar[sardar@sidbi.in](mailto:sardar@sidbi.in) and renusharma@sidbi.in in the matter, if any, sufficiently in advance, **at-least 3 days before the date of pre-bid meeting**, which will be clarified in the Pre-bid meeting (to be held **on July 19, 2021 at 15.30 hours**). No request for change in date of pre-bid meeting will be entertained. No fresh queries will be entertained after the pre - bid meeting.
- The interested Agencies are advised to inspect the site/nature of service required in this regard and satisfy themselves before submitting their bids. Agency shall be deemed to have full knowledge of the site/ nature of services to be provided, whether it inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed.

#### **16. Rates :**

**a.** The Agency shall ensure payment of minimum wages (as per the Central Govt labour laws applicable as on **April 01, 2021 for Chandigarh and Panchkula**) and **amended from time to time to the workmen employed by it. It shall maintain a register of wages and shall issue a wage slip to every workman employed by it and obtain their signature or thumb impression on the wage slips. A copy of such wage slip shall be submitted to the Bank after every payment to the workmen.**

**b.** In Price Bid format (**Annexure II**), the minimum monthly wages prevailing as per Central Govt labour laws are already **quoted and the bidders have to quote only their service charge in percentage.** The bidder quoting the lowest service charge will be awarded the contract subject to fulfilling the other terms of the contract. No extra amount will be paid.

**17.** No escalation, except change in the minimum wages by Central Govt, in rates will be permitted during the currency of the contract period.

**18.** No advance will be paid by the Bank to the Agency under this contract.

#### **19. TERMS OF PAYMENT: The payment terms of the Bank are as under:**

**a)** Payment to Agency shall be made on a monthly basis. Agency shall raise the invoices for services provided during the previous month and submit the consolidated bills to the Bank's Administration Department in the first week of every following month. The Bank after scrutiny will release the payments within 7-10 working days from the

date of bill submission under normal circumstances. However, **the Agency shall not wait for receipt of payment from SIDBI for paying the salary to its security guards.** All the payments including refund of EMD will be made by Bank, **Chandigarh Office**, electronically through RTGS/ NEFT. All the Agencies should submit duly filled-in & signed [by authorized signatory and Agency's banker] Bank Mandate Form as per format prescribed in **Annexure – III.**

**b)** At the time of claiming the payments including refund of EMD, Agency will be required to confirm in writing the bank a/c and other details furnished in the Bank Mandate Form. In case of any changes, Bank Mandate Form would require to be re-furnished.

**c)** The Agency must accept the payment terms proposed by the Bank. The price bid submitted by the Agency must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Agency, in case of delays or defaults on the part of the Agency. Such withholding of payment shall not amount to a default on the part of the Bank.

## **20. EARNEST MONEY DEPOSIT (EMD) AND SECURITY DEPOSIT (SD):**

**a)** The Agency submitting the bids will have to deposit **EMD of Rs 33,000/- (Rupees Thirty Three Thousand only)** in the form of a demand draft/pay order/ bankers cheque in favour of **Small Industries Development Bank of India** and payable at Chandigarh or by direct credit to SIDBI's bank account through RTGS/NFFT (in case of direct credit, SIDBI's bank details will be provided on request), along with the Technical Bid. The unsuccessful Agency will be refunded the EMD **within the 10 working days** from the date of final decision of Bank regarding the contract except on account of exigencies beyond Bank's control.

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

**c)** If the successful bidder fails to accept the LOI / sign the contract or expresses inability to carry out the contract or fails to start the work within stipulated time, the Bank shall forfeit EMD of the bidder and ban the Agency from subsequent bidding for a period of 3 years.

**d)** The Agency selected through the tendering process would be required to deposit interest free security deposit (SD) of about **Rs 1,20,000/- (Rupees One Lakh Twenty Thousand only)** (the exact amount of SD will be worked out based on the annual total contract value to the Bank) within fourteen days of notice of the award of the contract either in the form of a demand draft/pay order/ bankers cheque in favour of '**Small Industries Development Bank of India**', payable at **Chandigarh** or by direct credit to SIDBI's bank account through RTGS/NFFT (in case of direct credit, SIDBI's bank details will be provided on request) **or by way of bank guarantee** in favour of Small Industries Development Bank of India from any scheduled commercial bank for an equivalent amount which shall be refundable on expiry of contract after adjustment of any dues receivable from the Agency. The Original Bank Guarantee, if applicable, will be returned to the contractor/ issuing Bank on expiry of contract.

e) The EMD of the successful bidder will be adjusted against SD payable by the agency and it (agency) will be required to pay only the balance amount. In case the bank guarantee of about **Rs 1,20,000/- (Rupees One Lakh Twenty thousand only)** is submitted, EMD amount of **Rs 33,000/- (Rupees Thirty Three Thousand Only)** will be refunded to the Agency, within 10 working days after submission of the said guarantee to the Bank.

## 21. Quotation and Process of Selection:

- i. a) Interested Agency will be required to submit their offer in 2 bids, viz. "Technical bid" and "Price bid" in the format indicated in Annexure I & Annexure II. Both the bids will be required to be put in separate sealed covers with superscription "Technical Bid" and "Price Bid" which will again be put in another sealed cover with superscription "**OFFER FOR SECURITY SERVICES**" addressed to **The General Manager, SIDBI, SCO 119-120, Ground & 1st floor, Sector 17-B Chandigarh 160017**. The cover will be required to be handed over at Reception, at the address stated above on or before **15:00 hours on 26/07/2021**. Offer sent through mail/fax/post/courier will not be accepted.
- b) The quotation (Technical Bid only) will be opened by an in-house committee.
- c) The Agency who satisfy the criteria will only be considered for further tendering process and their price bid will be opened in their presence, if they choose to be present at that time.

## 22. Agreement

The successful Agency will be required to enter into an agreement with SIDBI for providing the Security Services.

## 23. Use of Contract Documents and Information:

a. The Agency 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 Agency 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.

b. The Agency 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.

## 24. Subcontracts:

The Agency shall not assign or sub-contract to others, in whole or in part, their obligation to perform under the contract, except with the Bank's prior written consent.

## 25. Applicable laws:

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

**b) COMPLIANCE WITH ALL APPLICABLE LAWS:** The Agency 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.

## 26. Force majeure:

I. If the performance as specified herein is prevented, restricted, delayed or interfered by reason of Acts of God including fire, explosion, earthquake, 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 herein 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.

II. If a Force Majeure situation arises, the Agency 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 Agency 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.

### 26A. Independent External Monitor (IEM)

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

Shri Nageshwar Rao Koripalli, (IRS Retd.)  
38, The Trails, Manikinda, R.R. District  
Hyderabad -500089

**Mob: 97889 19555 e-mail : knageshwarrao@gmail.com**

**b) The Salient feature of the Pact is given as under:** To avoid all forms of corruption by following a system that is fair, transparent and free from any influence /prejudiced dealing prior to, during and subsequent to the currency of the contract to be entered into with a view to :- Enabling the BUYER to obtain the desired quality of work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

The parties also agree as follows:

**c) Commitments of the BUYER**

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

**d) Commitments of BIDDERS**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following : -

- i. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- ii. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe , gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- iii. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- iv. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- v. The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- vi. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.
- vii. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- viii. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- ix. The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.



- x. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- xi. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- xii. if the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.
- xiii. The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.
- xiv. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### **e) Previous Transgression**

- i. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- ii. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **f) Earnest Money (Security Deposit)**

- i. While submitting commercial bid, the BIDDER shall deposit an amount Rs. 35,000/- (to be specified in RFP) as Earnest Money/Security Deposit, in the form of Bank Draft or a Pay Order in favour of SIDBI
- ii. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- iii. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

#### **g) Sanctions for Violations**

- i. Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

1.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue.

1.2. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason, therefore.

1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER

1.4. To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

1.5. To encase the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.

1.6. To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER

1.7. To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.

1.8. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

1.9. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.

1.10. Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

- ii. The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defied in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

#### **h) Fall Clause**

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

#### **i) Independent Monitors**

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

#### **j) Facilitation of Investigation**

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

#### **k) Law and Place of Jurisdiction**

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

#### **l) Other Legal Actions**

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

#### **m) Validity**

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

All the contractors applying for this tender shall be governed by the above mentioned provision of the Integrity Pact.

#### **26. Resolution of Disputes:**

I. It will be the Bank's endeavour to resolve amicably any disputes or differences that may arise between the Bank and the Agency from misconstruing the meaning and operation of the RfP and the breach that may result.

II. In case of Dispute or difference arising between the Bank and the Agency 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 Agency.

III. The Agency 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.

IV. Arbitration proceedings shall be held at Chandigarh, India, and the language of the arbitration proceedings and that of all documents and communications between the parties concerned shall be English.

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

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

VII. Any dispute between the Agency 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. The arbitration award shall be final and binding. The Agency shall not be entitled to suspend the provision of the Services, pending resolution of any disputes and shall continue to render the Services in accordance with the provisions of the contract notwithstanding the existence of any dispute between the Agency and the Bank or the subsistence of any arbitration or other proceedings.

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

b. The security guards should not be more than 55 years at the time of joining the Agency.

c. The Agency will not rotate the guards from one place to another and/or one institution to another without the prior written consent of the Bank.

d. 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. The persons / guards engaged for performing the security job shall be responsible for their acts and omissions to the Agency.

e. The Agency shall be solely responsible for the acts and omissions of its employees / representatives dealing with the Bank and undertakes to indemnify the Bank against any loss, damage, theft, negligence, etc., that may occur due to non-performance or mal performance or mis-performance, of its employees.

f. The Agency guards engaged shall not allow any material in the custody of the Bank to be taken out from the said premises unless authorized by a nominated officer(s) of the Bank under his (their) scale and signature. That 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.

g. The Agency shall be solely responsible for all injury to the workmen and for all damages caused to the building and other properties that may occur due to negligence,

carelessness, accidental or any other reasons whatsoever. The Agency 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.

h. Payment of salaries / wages due to the Agency's employees shall be made by the Agency, preferably by direct credit to their Bank account, on or before the seventh of every month. The necessary salary / wages payment vouchers shall be open to SIDBI's inspection which shall be carried out by SIDBI's authorised representatives and the same shall be verified by him. In case of default on Agency's part to pay the salaries / wages to its employees, SIDBI shall have the right to demand such payments to the Agency's employees or to recover the same from the bills submitted by Agency.

i. The Agency shall not engage any person who is suffering from contagious or infectious diseases or who is a minor.

j. The Agency shall strictly abide by the terms & conditions as stipulated in Contract Labour (Regulation and Abolition) Act, 1970 and rules framed thereunder, Minimum Wages Act, 1948 or any other relevant labour laws/statutes in force.

k. That the Agency shall implement and cover all the personnel employed by it under the various industrial/labour laws, existing or amended from time to time, such as E.S.I.C., P.F., Bonus, Workmen's Compensation Act, etc. and shall also be responsible for any claim/damage made by the personnel employed by it under this Agreement. The Agency shall maintain the musters, salary registers, leave registers, P.F. registers, etc., and shall also pay provident fund and the professional tax in time and file returns in respect of all the employees employed in the Bank's premises under this contract and the Agency shall make available the same to the Bank every month.

l. The Agency also agrees that in case of any pilferage or theft of the Bank's material, during the pendency of this contract, it shall reimburse the loss to the Bank. It shall also make good any loss or damages, caused by it or its personnel to the Bank during the pendency of this contract.

m. The Agency agrees to provide shoes, whistles, rain-wear, torches, cycles, safety equipments and protective gears to its security guards working in the Bank's premises, for effective discharge of their duties.

n. The Agency also agrees to make available to the Bank or to any Statutory Authority, relevant information and/or records as may be obligatory under the rules, statutes, etc., as may be directed in that regard by the Bank or by any Statutory Authority respectively.

o. 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.

p. That the Agency shall submit police verification report on the character and antecedents of its personnel and other details relating to age, educational qualification, name and permanent address of the security guards to be provided under this contract, along with their passport size photographs, before engaging them for duty in the Bank's premises.

q. **The successful bidder/agency shall**

1. ensure that all persons employed by it, for the purposes for rendering the services required by the Bank, are insured with Government of India recognized insurance companies, for which no extra payment will be made by the Bank. The agency shall be responsible for any injury or damages to any persons or any other things. The Agency shall be responsible to keep them suitably insured during the contract period at agency's cost.

2. ensure that its employees, while on the premises of Bank or while carrying out their obligations, observe the standards of cleanliness, decorum, safety, good behavior and general discipline laid down by the Bank or its authorized agents and the Bank shall be the sole judge as to whether or not the Agency and /or its employees have observed the same.

3. personally and exclusively supervise or employ sufficient supervisory personnel, exclusively to supervise the work of his guards so as to ensure that the services rendered are carried out to the satisfaction of the Bank.

4. ensure that no employee of the Agency will enter or remain on the Bank's premises beyond the specified time limits unless absolutely necessary for fulfilling agency's obligations.

5. be liable for any damage caused to the Bank or its premises or any part thereof or to any fixtures or fittings thereof or any property of the Bank and therein by any act, omission, default or negligence of the Agency or its employees or agents.

r. The Bank will not provide accommodation to the Agency's Security Guards in the Bank's premises.

s. In case, the Agency does not have the licence under the Contract Labour and Abolition Act, in that case also SIDBI will ensure that the Agency is paying minimum wages and proof of their payment by Agency is given to SIDBI.

t. It is the obligation of the Agency to cover its employees under the ESI and EPF and  
u. the Agency shall submit to SIDBI the proof (with names) of each such payment made to the authorities concerned.

v. Maintenance of all types of records in respect of employees employed by the Agency should be its own responsibility.

w. The Agency will be required to submit an Undertaking as per the format given in **Annexure VI** along with the monthly bill and the bill will be settled only thereafter.

## 27. Code of conduct for Security Guards

- i. The guards on duty will wear proper uniform which also includes belt, shoes, cap, identity card, security equipments, etc.
- ii. in case the guard is found sleeping during the night shift, the Agency will be held responsible for such lapse. In case of such persisting lapse, an appropriate penalty would be levied by Agency on the erring guard and erring guard suitably replaced within 3 working days thereafter.
- iii. Use of alcohol by any representative/employee/guards of the Agency in SIDBI premises will be viewed seriously and the Agency will replace the person concerned immediately. Similarly, use of paan / gutka / tambaku / cigarette by any representative (including supervisor, security guards) of the Agency in SIDBI premises is prohibited. The Agency shall ensure that the above violation of code of conduct does not happen and in case of any such incident, an appropriate penalty would be levied by Agency on the erring person and the erring person forthwith replaced by another security guard to the satisfaction of the Bank.
- iv. The guards will not allow any sales/marketing persons inside the Bank premises.
- v. The guards on duty should carry their lunch while reporting for the duty so as to avoid going out thus leaving the premises unmanned.
- vi. The guards on duty shall not attend to any personal work and / or personal work of the inmates at SIDBI office during duty hours.

I/We hereby declare that I/We have read and understood all the above instructions/conditions and the same shall remain binding upon me/us in case the Annual Security Contract is entrusted to me/us.

This letter will form part of the contract document and that the contents of this letter shall be supplemental to the conditions in the tender and not in derogation thereof except to the extent specifically provided herein.

Date : \_\_\_\_\_ Signature and seal of the Agency

Place:



**In a separate envelope  
Please mark - Technical Bid**

**ANNEXURE – I**

**THE FORMAT FOR TECHNICAL BID (Format I)**

**Application form**

**APPLICATION FOR PROVIDING SECURITY SERVICES AT SIDBI  
(Office / Residence)  
in CHANDIGARH / PANCHKULA**

<b>SI no.</b>	<b>Particulars</b>	<b>Details to be filled in by the Agency</b>
1	Name and address of the Agency, including contact numbers	
2	Nature of constitution of Agency (whether proprietary/ Company/partnership, furnish full details)	
3	Year of Establishment	
4	Organisation profile	
5	Whether agency is a Micro/Small Enterprise (MSE)	Yes/No
6	Name of the Proprietor/Managing Partner/ Director I) Telephone/Mobile No. II) Fax No./E-mail id	
7	Income Tax PAN No. (Enclose copy of PAN Card and latest income tax Return filed)	
8	GSTIN ( Attach copy of Registration)	
9	Name and address of the Bankers	
10	Detailed description and value of work done in past five years and works in hand (to be furnished in the format IIA & IIB)	Yes/No
11	Details of Registration/empanelment with Govt. Departments/Banks/FIs/PSUs (to be furnished in format III)	Yes/No
12	Details of resources (manpower, etc.) and other infrastructure facilities available (To be furnished in format IV)	
13	Financial information (details to be furnished in format V)  (a) Average Financial turnover during last three financial years (b) Whether the agency is in profit at least : in one financial year during last three financial years	<input type="checkbox"/> ..... lakh  Yes/No
14	Whether the applicant was blacklisted by any client /agency	Yes / No If yes, please furnish details
We hereby authorize Bank (SIDBI) to contact the references, as per their requirement, cited in our technical bid/enclosures for obtaining the information in this regard.		
Signature		
Name		
Date		
Seal		

**(Format II A)**

**Particulars in respect of similar jobs/assignments in the last five years**

S No	Name of the service provided with address	Name and address of the client with contact numbers	Value of contract executed in Rs.	Date of completion	Stipulated duration for completion	Actual duration taken for completion

Please enclose the copies of contract / agreement and completion certificate from the client (employer) for each of the contract.

**(Format II B)**

**Particulars in respect of similar services in hand**

S No	Name of the service with address	Name and address of the client with contact numbers	Value of contract in Rs.	Date of award of contract	Stipulated duration for completion	Present status

Please enclose the copies of contract/agreement with the client (employer) for each work

**(Format III)**

**Details of empanelment with other institutions**

S No	Name and address of institution with contact No	Category / Type of work for which empanelled	Registered/ empanelled for value of work upto Rs.	Date of empanelment and validity	Details of certificate / letter from the Institution / Bank, etc. if any

Please enclose the copies of letter of empanelment of each organization

**(Format IV)**

**Details of Resources (Manpower & Infrastructure Facilities)**

S No	Name and address of institution with contact No	Category / Type of work for which empanelled
1	Details of Manpower	
	(a) Manager	
	(b) Supervisor	
	((c) Skilled workers	
	(d) unskilled workers	
2	Details of infrastructure facilities available	
3	Any other relevant information.	

**(Format V)**

**Format of Financial Information (Turnover / Profit & Loss, etc.) During last three years**

S No	Financial Year	Annual Turnover (in Rs. lakh)	Profit / Loss (in Rs. lakh)	Net Worth (in Rs. lakh)	Documents Enclosed as proof

Note: please enclose copy of Profit & Loss account and Balance Sheet duly audited / certified by CA.

A copy of IT Return filed for the last FY (2019-20) is to be submitted along with computation of income.

**In a separate envelope  
Please mark - Financial Bid**

**ANNEXURE – II**

**The General Manager  
Small Industries Development Bank of India,  
SCO 119-120,  
1st & 2nd floor, Sector 17-B  
Chandigarh**

**Format of Price Bid - Selection of Agency  
RfP No. 2022/1638/ROCH dated 30/06/2021 - Price Bid**

Rate (Rs) (excluding GST and including all other applicable taxes / costs) per Security Guard (unarmed) per month for 8 hours duty per day on 24X7 basis (with reliever), as per the minimum monthly wages in terms of Central Govt labour laws applicable as on April 01, 2021 for providing 06 numbers unarmed security guards for office / residential premises of the Bank at Chandigarh/ Panchkula .			
<b>Location</b>			<b>No. of ( Unarmed ) Security Guard for @ 8 hrs duty</b>
<b>A. FOR SECURITY SERVICES</b>			
SIDBI, SCO-119-120,1st & 2nd floor, Sector 17-B , Chandigarh			3
SIDBI Apartments, GHS-1 Sector 17, Panchkula			3
<b>SI No.</b>	<b>Particulars</b>	<b>Monthly payment per Security Guard (Rs)</b>	<b>Remarks</b>
i	Minimum wages as per Central Government rules including VDA for 26 days applicable as on 03/04/2	18564.00	Minimum wages is at the rate of Rs714/- per day (basic 579+VDA Rs.135)
ii	ESI	603.33	@ 3.25%
iii	EPF	2413.32	@ 13%
iv	Reliever charges ( weekly off days wages)	3094.61	@16.67%
v	Bonus	1546.38	@ 8.33%
vi	Sub Total (A)	26221.65	
vii	Service Charges (in %) on Sub Total(A)		(please quote service charges on percentage)
viii	Total (vi+vii)		

**NOTE : NO EXTRA AMOUNT WILL BE PAID FOR ANY REASON**

Any request for change of rates due to change in Minimum Wages rates notified by the Central Government shall be intimated by the Agency to the Bank along with a copy of such notification and upon receipt of such request, Bank will consider the same.

I / We are aware that all the payments shall be subject to TDS, as applicable at the time of payment.

I / We agree to abide by the terms & conditions stipulated by the Bank and mentioned in the RfP and the **Annexures** attached to it at the rates quoted above.

Date:

SIGNATURE

Name of the authorised signatory and Seal of Agency

Organization :

Date:...../...../ 2021

Authorised Signatory:

Name & Designation:

Phone:

Email id:

Seal

**Note :**

- 1.The successful contractor will be decided on the basis of total outgo of the Bank for one year.
- 2.Salary of all the employees engaged by the contractor in SIDBI should be credited before 10th of every month.
3. If the bidder quotes nil Service Charges the bid shall be treated as unresponsive and will not be considered.

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**Annexure - III**

**BANK MANDATE FORM**

(To be submitted in Duplicate)

(Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

1. Name of Borrower / vendor / supplier : \_\_\_\_\_

Vendor Code (if applicable) \_\_\_\_\_

2. Address of the Borrower / vendor / supplier : \_\_\_\_\_

\_\_\_\_\_

City \_\_\_\_\_ Pin Code \_\_\_\_\_

E-mail id: \_\_\_\_\_

Phone No. with STD code: \_\_\_\_\_

Mobile No.: \_\_\_\_\_

Permanent Account Number \_\_\_\_\_

MSE Registration / CA Certificate \_\_\_\_\_

(if applicable)3. **Particulars of Bank account:**

Beneficiary Name			
Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
Account type	Saving	Current	Cash Credit
Account No.	(as appearing in the Cheque book)		
<b>(Code number appearing on the MICR<sup>1</sup>cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name &amp; code and Account Number)</b>			
IFSC CODE <sup>2</sup>	For RTGS transfer		For NEFT transfer

4. Date from which the mandate should be effective :

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold SIDBI / IDBI Bank responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through **RBI RTGS/NEFT**.

Place : \_\_\_\_\_

Date : \_\_\_\_\_

Signature of the party / Authorized Signatory

.....

Certified that particulars furnished above are correct as per our records.

Bank's stamp :

Date :

(Signature of the Authorized Official from the Banks)

**N.B.: RTGS/NEFT charges if any, is to be borne by the party**

**Note on IFSC / MICR :**

Indian Financial System Code (IFSC) is an alpha numeric code designed to uniquely identify the bank-branches in India. This is 11 digit code with first 4 characters representing the bank's code, the next character reserved as control character (presently 0 appears in the fifth position) and remaining 6 characters to identify the branch. The MICR code, (Magnetic Ink Character Recognition) that appears on cheques, has 9 digits to identify the bank branch. RBI had since advised all the banks to print IFSC on cheque leaves issued to their customers. A

customer may also contact his bank-branch and get the IFS Code of that branch.

\*\*\*\*\*

**Annexure –IV**

**Bank Guarantee Format**

***(To be executed on non-judicial stamp paper)  
(This is a sample format and final content is subject to  
Verification before execution of the document)***

**BANK GUARANTEE**

**The General Manager,  
Small Industries Development Bank of India,  
SCO 119-120, 1st & 2nd floor, Sector 17-B,  
Chandigarh-160017**

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 office at **SCO 119-120, Ground & 1st floor, Sector 17-B, Chandigarh** having agreed to award a contract to M/s. 'Service Provider Name' having its office at 'Service Provider's Office Address', (hereinafter called "the Service Provider") for providing "Security Guards" on the terms and conditions contained in the Agreement dated \_\_\_\_\_ made between the Service Provider and the SIDBI (hereinafter called "the said Agreement") which terms, inter alia, stipulates for submission of an Bank guarantee for `...../- (Rupees.....), for the due fulfilment by the Service Provider of the terms and conditions of the said Agreement.

At the request of the Service Provider, (Bank name & address) \_\_\_\_\_ a national banking association duly constituted and in existence in accordance with the laws of the \_\_\_\_\_ now in force, having its principal office in India 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 \_\_\_\_\_ by reason of any breach by the Service Provider of the terms and conditions contained in the said Agreement, the opinion of the SIDBI 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 \_\_\_\_\_ only as may be specified in such written demand, in the event of the Service Provider failing or neglecting to perform the contract entered into by it with SIDBI for providing "Security Guards" in the manner and terms and conditions, contained or referred to in the said Agreement during its tenure.

3. We further agree that the guarantee herein contained shall remain in full force and effect till all obligations of Service Provider under or by virtue of the said Agreement 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 Service Provider in any suit or proceeding pending before any court, tribunal or authority relating thereto 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 any manner our obligation hereunder (i) to vary any of the terms and conditions of the said Agreement (ii) to extend time for performance by the said Service Provider 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 Service Provider 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 Service Provider for any forbearance act or omission on the part of SIDBI or any indulgence by the SIDBI 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 \_\_\_\_\_ (Rupees \_\_\_\_\_) 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 Service Provider or any change in the constitution of the Service Provider or of the Bank.

8. The executants has the power to issue this guarantee and executants on behalf of the Bank hold full and valid Power of Attorney granted in their favour by the Bank authorizing them to execute this guarantee.

9. We, (bank name, place) \_\_\_\_\_lastly undertake not to revoke this guarantee during its

currency except with the previous consent of SIDBI in writing.

10. Notwithstanding anything to the contrary contained herein, the liability of (bank name & place) under this guarantee is restricted to a maximum total amount of ` \_\_\_\_\_ (Rupees \_\_\_\_\_).

11. 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 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.

12. Kindly return the original of this guarantee to (bank name & address) upon the earlier of  
(a) its of claims aggregating to ` \_\_\_\_\_ (Rupees \_\_\_\_\_)  
(b) fulfillment of the purpose for which this guarantee was issued; or (c)\_\_\_\_\_ (date)”

13. All claims under this guarantee will be made payable at (bank name & address) \_\_\_\_\_by way of DD payable at Chandigarh

In witness where of we ..... have set and subscribed our hand and seal this  
.....day of .....2021 .

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS :

1) Name .....  
Signature.....  
Designation.....

2) Name .....  
Signature.....  
Designation.....

\*\*\*\*\*



**Annexure V**

**Public Procurement Policy**

**RfP No. 2022/1638/ROCH Dated 30/06/2021**

All the intending Agencies are also requested to note following important provisions-

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

\*\*\*\*\*

**Annexure VI**

**FORMAT OF UNDERTAKING BY THE AGENCY**  
**(to be submitted every month with the bill)**

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

That in the capacity of independent Labour Contractor for SIDBI 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 SIDBI due to my lapse, I undertake to reimburse the same to SIDBI. SIDBI is also authorized to deduct the same from my dues as payable.

AGENCY

Authorised Signatory  
Name of Agency

Seal\_ \_\_\_\_\_

**ARTICLE OF AGREEMENT**

**(To be executed on non-judicial stamp paper)  
(This is a sample format and final content is subject to  
Verification before execution of the document)**

ARTICLE OF AGREEMENT made at New Chandigarh on this \_\_\_ day of \_\_\_ 2021 between Small Industries Development Bank of India, a corporation established under the Small Industries Development Bank of India Act, 1989 (39 of 1989) and having its Head Office at 15, Ashok Marg, Lucknow and having its Local office at a at SCO 119-120, Ground & 1st floor, Sector 17-B Chandigarh-160017 (hereinafter called the Bank) of One Part And " \_\_\_\_\_ " a \_\_\_ within the meaning of the and having its Registered Office at \_\_\_\_\_ [hereinafter called the Security Services Provider for SIDBI Office at Chandigarh /Residential Premises at Panchkula (CONTRACTOR)], the Other Part / Second Part.

Whereas the Bank is desirous of awarding the job of Security Services Provider for SIDBI Office at Chandigarh / Residential Premises at Panchkula (hereinafter referred to as the premises and more precisely described in the Tender Documents) under Security Services Provider for SIDBI Office Chandigarh and Residential Flats at Panchkula (CONTRACTOR) Contract. The services include Security Services etc. and any other similar systems and services for the Bank's Office/Residential premises. The details of services and scope of work / services are given in Tender Document and Addendum which forms part of the Agreement and the Tender Document and Addendum for the sake of brevity will be referred to as the " Contract Document " in these presents.

Whereas the said contract was awarded to the Contractor vide Bank's letter No. \_\_\_\_\_ dated \_\_\_\_\_, 2021 which was duly accepted by the contractor on \_\_\_\_\_, 2021 (hereinafter referred to as the 'offer letter'). Whereas as per the offer letter, Contractor is required to execute an agreement with the Bank and to reduce the terms and conditions as agreed upon into writing through these presents.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

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

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

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

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

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

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

**14.** This contract shall be initially for a period of 2 years from the date of commencement of the work i.e. **August 01, 2021 and subject to renewal for another one year thereafter at the sole discretion of Bank** and manpower wages would be paid on actual labour deployed at site as per the prevailing minimum wages as per Ministry of Labour & Employment , Office of Chief Labour Commissioner, New Delhi.

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

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

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

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

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

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

**19. Conduct of its worker**

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

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

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

SIGNED AND DELIVERED by the Small Industries Development Bank of India by the hand of Shri \_\_\_\_\_, Deputy General Manager, SIDBI, Regional Office, Chandigarh  
in the presence of

Shri Sanjay Pradhan, Asst. General Manager (Legal), SIDBI, Regional Office, Chandigarh

Smt Renu Sharma, Asst. General Manager (H), SIDBI, Regional Office, Chandigarh

SIGNED AND DELIVERED by M/s. \_\_\_\_\_ by the hand of Shri \_\_\_\_\_.  
In the presence of

- i)
- ii)

