**भारतीय लघु उद्योग विकास बैंक (सिडबी)**

*चण्‍डीगढ़ क्षेत्रीय कार्यालय*

**Small Industries Development Bank of India (SIDBI)**

***Chandigarh Regional Office***

सुरक्षा एजेंसी के चयन

के लिए

प्रस्‍ताव देने हेतु अनुरोध

Request for Proposal (RfP)

For

Selection of Security Agency

आरएफपी **RfP No.49/ 2014/Admn 34A SIDBI(CDG)** दिनांकित **dated September 15, 2014**



**भारतीय लघु उद्योग विकास बैंक**

**‡ç¸. ç¸ú. ‚¸½. 145 - 146, œ¸¸½ç’ ñ¸¸ÁÆç¸ ç¸¿. 92, ç¸¾ˆ’£ 17 - ç¸ú, ê¸µèúŠ¸é - 160 017**

**SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA**

**S.C.O. 145 - 146, Post Box No. 92, Sector 17 C, Chandigarh - 160 017**

**अनुलग्नक Annexure - I**

**बोलियाँ प्रस्‍तुत करने हेतु आमंत्रण**

**Invitation to Bid**

**1. परिचय एवं आवश्‍यकता:**

**Introduction and Requirement:**

**भारतीय लघु उद्योग विकास बैंक (सिडबी) एक अखिल भारतीय वित्‍तीय संस्‍था है जो सूक्ष्‍म, लघु एवं मध्‍यम उद्यमों की वित्‍तीय आवश्‍यकताओं की पूर्ति करती है। इसका प्रधान कार्यालय लखनऊ में है।**

**सिडबी प्रतिष्ठित व अनुभवी सुरक्षा एजेंसियों से अपने एस.सी.ओ. 145-146, पोस्‍ट बॉक्‍स सं.92, सेक्‍टर 17-सी, चण्‍डीगढ़ – 160 017 स्थित कार्यालय एवं जीएचएस -1, सिडबी अधिकारी आवास, सेक्‍टर 17, पंचकूला (हरियाणा)-134 109- परिसर में सुरक्षा सेवाएं प्रदान करने के लिए प्रस्ताव आमंत्रित करता है। एजेंसी को उक्त परिसर हेतु हर दिन प्रत्येक सुरक्षा गार्ड द्वारा प्रत्येक 8 घंटे की शिफ्ट में ड्यूटी देने के लिए 24X7 आधार पर कुल 6 अकुशल (अनस्किल्ड) सुरक्षा गार्ड उपलब्ध कराने होंगे। उक्‍त संविदा की अवधि दो वर्ष होगी। तथापि, संविदा का जारी रहना, बैंक के उपयुक्‍त प्राधिकारी द्वारा समय-समय पर की गई कार्यनिष्‍पादन समीक्षा की शर्त पर होगा।**

**तदनुसार, एस.सी.ओ. 145-146, पोस्‍ट बॉक्‍स सं.92, सेक्‍टर 17-सी, चण्‍डीगढ़ – 160 017 स्थित कार्यालय एवं जीएचएस -1, सिडबी अधिकारी आवास, सेक्‍टर 17, पंचकूला (हरियाणा)-134 109- स्थित आवास परिसर के लिए सुरक्षा सेवाएं प्रदान करने के लिए पात्र एजेंसियों से प्रस्‍ताव आमंत्रित किए जा रहे हैं। आपसे अनुरोध है कि कृपया अनुलग्‍नकों में दी गई शर्तों व निबंधनों तथा निर्धारित समयावधि का पूरी तरह से पालन करते हुए अपनी बोलियां प्रस्‍तुत करें।**

Small Industries Development Bank of India (SIDBI) is an all India Financial Institution catering to the financial needs of Micro, Small and Medium Enterprises. It has its Head Office at Lucknow.

SIDBI invites offers from Security Agencies of repute and experience to provide Security Services for its office at S.C.O 145-146, Post Box No.92, Sector 17C, Chandigarh – 160 017 and GHS-1, SIDBI Officer Apartments, Sector 17, Panchkula (Haryana)134 109 . The Agency will be required to provide 6 unskilled security guards one on each 8 hourly shifts each day on 24x7 basis for both the above premises.

The tenure of the contract shall be for two years. However, continuance of contract will be subject to Performance Review done by appropriate authority of the Bank from time to time.

Accordingly, proposals are invited from the eligible Agencies for providing Security Services at SIDBI’s Office at S.C.O 145-146, Post Box No.92, Sector 17C, Chandigarh – 160 017 and GHS-1, SIDBI Officer Apartments, Sector 17, Panchkula (Haryana)134 109 residential premises. You are requested to submit your bids strictly conforming to the schedule and the terms & conditions given in Annexures attached.

## 2. बोली प्रस्‍तुत करने सम्‍बन्‍धी सूचनाएँ:

**Bidding Information:**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| प्रयोजन व अवधि  Purpose and Duration | | 01 अक्‍तूबर, 2014 से 30 सितम्‍बर, 2016 तक, 2 वर्ष की अवधि के लिए सुरक्षा सेवाएं उपलब्ध कराने हेतु “एजेंसी” का चयन (सिडबी के विवेकानुसार 1 वर्ष बाद समीक्षा की शर्त पर)  Selection of “Agency” for providing Security Services for a period of 2 years from October 01, 2014 to September 30, 2016 (subject to review after one year at the discretion of SIDBI). | | | |
| बयाना जमाराशि  Earnest Money Deposit (EMD) | | `16,000/- तकनीकी बोली के साथ, भारतीय लघु उद्योग विकास बैंक **के पक्ष में चण्‍डीगढ़ में देय डिमांड ड्राफ्ट/भुगतान आदेश/बैंकर चैक के माध्‍यम से या आरटीजीएस/नैफ्ट से सिडबी के बैंक खाते में सीधे क्रेडिट (सीधे क्रेडिट के मामले में अनुरोध पर सिडबी के बैंक का विवरण उपलब्ध कराया जाएगा) कर इस राशि का भुगतान किया जाना है।**  `16,000/- 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) | | टेंडर प्रक्रिया से चुने जाने वाली सुरक्षा एजेंसी को लगभग 46,500/- (रूपये छयालीस हजार पॉंच सौ मात्र) की ब्याज रहित प्रतिभूति जमाराशि, संविदा दिए जाने की सूचना मिलने के 14 दिन के अंदर बैंक (सिडबी) में जमा करानी होगी। सफल बोलीदाता की बयाना जमाराशि एजेंसी द्वारा देय प्रतिभूति जमाराशि में समायोजित कर ली जाएगी तथा उसे (एजेंसी) को केवल शेष राशि का भुगतान ही करना होगा।  The Security agency selected through the tendering process would be required to deposit interest free security deposit (SD) of around `46,500/-(Rupees Forty Six thousand Five Hundred only) to the Bank (SIDBI) within fourteen days of notice of the award of the contract. 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. | | | |
| बोलियाँ प्रस्‍तुत करने की अंतिम तिथि  Last Date of Submission of Bids. | | 06 अक्‍तूबर, 2014 को 15:30 बजे तक  October 06, 2014 by 15:30 hrs | | | |
| स्‍पष्‍टीकरण  Clarifications | | 1. निविदा की शर्तें, विनिर्देशन, खरीद की प्रक्रिया, आदि का स्पष्टीकरण करने के लिए बोली-पूर्व बैठक 29 सितम्‍बर, 2014 को 11:30 बजे सिडबी, चण्‍डीगढ़ क्षेत्रीय कार्यालय, **एस.सी.ओ. 145-146, पोस्‍ट बॉक्‍स सं.92, सेक्‍टर 17-सी, चण्‍डीगढ़ – 160 017** में आयोजित की जाएगी। इच्छुक एजेंसियां इस मामले में अपने प्रश्न , यदि कोई हों, बोली-पूर्व बैठक से पहले ही, कम-से-कम 3 दिन पहले, लिखित रूप में या ई-मेल ([sumans@sidbi.in](mailto:sumans@sidbi.in) / [vswaroop@sidbi.in](mailto:vswaroop@sidbi.in)) से भेज दें ताकि बोली-पूर्व बैठक में स्पष्टीकरण दिए जा सकें। साथ ही, जो भी स्पष्टीकरण होंगे वे परिशिष्ट के रूप में भावी बोलीदाताओं के लिए बैंक की वेबसाइट पर/पत्रों द्वारा/ई-मेल से जारी किए जाएंगे तथा वे निविदा दस्तावेजों का भाग होंगे।   2. बैंक, बोलीदाताओं/इच्छुक एजेंसियों के अनुरोध पर किसी निविदा को अस्वीकृत करने का कारण सूचित कर सकता है।  1. The pre-bid meeting for clarifying the tender conditions, specifications, procedure for procurement, etc., will be held on September 29, 2014 at 11:30 hours at SIDBI, Chandigarh Regional Office, S.C.O 145-146, Post Box No.92, Sector 17C, Chandigarh – 160 017. The interested agencies may submit their queries, in writing or through email to ([sumans@sidbi.in](mailto:sumans@sidbi.in) / [vswaroop@sidbi.in](mailto:vswaroop@sidbi.in)) in the matter, if any, sufficiently in advance, at-least 3 days before the date of pre-bid meeting, to advise clarifications in the pre-bid meeting. Further, clarifications, if any, would be issued in the form of addendum on the Bank’s website/by way of letters / e-mails to the prospective bidders which will form part of the tender document.   1. The Bank, on the request of the bidders / interested agencies may furnish the reasons for rejecting a tender. | | | |
| लोक खरीद नीति  Public Procurement Policy | | कृपया **अनुलग्नक VIII** देखें।  **Annexure VIII** may please be referred to. | | | |
| बोली की वैधता  Bid Validity | | बोली जमा कराने की तिथि से 03 माह अर्थात 05 जनवरी, 2015 तक  03 months from the date of submission of bids, i.e. till January 05, 2015 | | | |
| बोलियां प्रस्‍तुत करने के लिए पता  Address for submission of Bids | | महाप्रबंधक  **एस.सी.ओ. 145-146, पोस्‍ट बॉक्‍स सं.92,**  **सेक्‍टर 17-सी, चण्‍डीगढ़ – 160 017**  General Manager  SIDBI, S.C.O 145-146, Post Box No.92,  Sector 17C, Chandigarh – 160 017. | | | |
| लिफ़ाफ़ों की संख्‍या  (विंडो-रहित, मुहरबंद)  No. of Envelopes  (**Non window, sealed**) | | निम्नानुसार 02 (दो), विंडो-रहित मुहरबंद लिफ़ाफ़े :  प्रथम लिफ़ाफ़ा :  **(जिस पर**  ***“सुरक्षा*** *सेवाओं के लिए प्रस्‍ताव – आरएफपी सं.* **49/2014/Admn 34A SIDBI(CDG) dated September 15, 2014-** *तकनीकी बोली****”* लिखा हुआ हो), इसमें निम्‍न दस्‍तावेज़ भेजे जाएं-**  1. **अग्रेषण पत्र** - अनुलग्‍नक **V** में दिए गए प्ररूप के अनुसार  2. **बयाना जमा राशि (ईएमडी)** ` **16000/- का डिमांड ड्राफ्ट/भुगतान आदेश/बैंकर चैक या आरटीजीएस/नैफ्ट से सिडबी के बैंक खाते में किए गए सीधे क्रेडिट का संदर्भ/यूटीआर सं. उल्लिखित की गई हो।**  3. **तकनीकी बोली** **–** अनुलग्‍नक **III** में दिए गए प्ररूप के अनुसार  **4.** बैंक अधिदेश प्रपत्र **– अनुलग्‍नक VI** में दिए गए प्ररूप के अनुसार  दूसरा लिफ़ाफ़ा :  **अनुलग्‍नक-IV** में दिए अनुसार मूल्‍य बोली; इस लिफ़ाफ़े पर ***““सुरक्षा*** *सेवाओं के लिए प्रस्‍ताव – आरएफपी सं.* **49/2014/Admn 34A SIDBI(CDG) dated September 15, 2014***– मूल्‍य बोली****”*** लिखा हुआ हो)**.**  02 (Two), Non-window sealed as under:  **1stEnvelope: Superscribing “OFFER FOR SECURITY SERVICES - RfP No.49/2014/Admn 34A SIDBI (CDG) dated September 15, 2014-Technical Bid”, containing:**  1. Forwarding letter as per format given in **Annexure V**.  2. 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 for `16000/-.  3. Technical Bid details as per format given in **Annexure III**.  4. Bank Mandate Form as per format given in **Annexure VI.**  **2nd Envelope**: Superscribing “**OFFER FOR SECURITY SERVICES - RfP No.49/2014/Admn 34A SIDBI (CDG) dated September 15, 2014 - Price Bid** ” containing price bid as per format given in **Annexure IV.** | | | |
| तकनीकी बोलियां खोलने की तिथि व समय  Date and place of opening of Technical Bids | | 07 अक्‍तूबर, 2014 को 12:30 बजे, सिडबी, चण्‍डीगढ़ क्षेत्रीय कार्यालय, **एस.सी.ओ. 145-146, पोस्‍ट बॉक्‍स सं.92, सेक्‍टर 17-सी, चण्‍डीगढ़ -160 017**  October 07, 2014 at 12:30 hrs at SIDBI, Chandigarh Regional Office, SIDBI, S.C.O 145-146, Post Box No.92,  Sector 17C, Chandigarh – 160 017 | | | |
| मूल्‍य बोलियां खोलने की तिथि व समय  Date and time of opening of Price Bids | | मूल्य बोली उसी दिन, उस समय वहां उपस्थित रहने की इच्छुक, सूचीबद्ध एजेंसियों की उपस्थिति में, या बाद में, जिसकी (तिथि की) सूचना केवल सूचीबद्ध एजेंसियों को दी जाएगी ताकि वे यदि चाहें तो मूल्य बोली खुलने के समय वहां उपस्थित रह सकें, खोली जा सकती है।  Price bids may be opened on the same day in the presence of short listed Agencies who choose to be present there at that time or at a later date which would be notified only to the short listed Agencies so as to enable them to be present, if they so desire, at the time of opening of price bids. | | | |
| संपर्क सूत्र विवरण  Contact Details | | महाप्रबंधक  सिडबी, **एस.सी.ओ. 145-146, पोस्‍ट बॉक्‍स सं.92, सेक्‍टर 17-सी, चण्‍डीगढ़ – 160 017**  General Manager  SIDBI, S.C.O 145-146, Post Box No.92,  Sector 17C, Chandigarh – 160 017. | | | |
| **नाम (सर्वश्री)**  **Name (S/Sh.)** | **पदनाम Designation** | **दूरभाष सं. Phone** | **फ़ैक्‍स सं. Fax** | **ई-मेल**  **E-mail** | |
| Suman Singh/Vibhor Swaroop | AGM(Hindi)/  DGM (RO) | 5041662/  5041661 | 5000650 | | sumans@sidbi.in / [vswaroop@sidbi.in](mailto:vswaroop@sidbi.in) | |

3. **Instruction to Agencies**

3.1. Agency are advised to study the tender document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.

3.2**.** Any clarification to be sought by the Agency should be done on or before the stipulated date.

3.3. 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.

3.4. Amendment notification, if any, shall be hosted on SIDBI Website ([www.sidbi.in)/](http://www.sidbi.in)/) by way of letter to prospective bidders.

3.5.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**.**

3.6.In case of any clarification required by SIDBI to assist in the examination, evaluation and comparison of bids, SIDBI may, at its discretion, ask the Security agency for clarification. However, no change in the price or substance of the bid shall be sought, offered or permitted.

3.7. It would be the responsibility of the Security Agency representative (only one person per Security Agency) to be present at the venue of opening of Bids**.**

3.8. The envelopes should clearly indicate the Name and Address of the Security 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 compelete bid document and not section wise.

3.9. The Security 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**.**

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

**3.11. BID VALIDITY:**

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

**3.12. Modification And/Or Withdrawal of Bids:**

Bids once submitted will be treated, as final and no further correspondence in this regard will be entertained. No Security Agency shall be allowed to withdraw the bid. SIDBI has the right to reject any or all the bids received without assigning any reason whatsoever. SIDBI shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

**4. Tender Methodology, Bid Evaluation & Award of Contract:**

4.1. The tender methodology proposed to be adopted by SIDBI will be **“two bid systems”** i.e.Technical Bid and Price Bid**.**

4.2. Bid evaluation shall be done in two phases. In first phase only the 1st  envelope will be opened on the date mentioned above. Representatives of the Agency may like to be present, if they so desire, during this bid opening. Evaluation of Technical Bids shall be done with respect to terms & conditions defined in the RfP. Based on the technical evaluation, Agency will be short listed for opening of the Price Bids**.**

4.3. In second phase, 2nd envelope containing price bids of the Agency short listed in the first phase shall be opened. Agencys’ 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.

4.4. Acceptance of bid by the Bank would not guarantee the award of contract. The Bank reserves the right to accept or reject any or all bids without assigning any reason whatsoever.

4.5. SIDBI will award the contract to the successful Security Agency whose bid has been determined to be substantially responsive (explained further in Annxeure II of this document) and has been determined as the **lowest** (L1) PRICE BID BASED ON THE TOTAL COST TO THE BANK (EXCLUDING SERVICE TAX).

4.6. The Bank, on the request of an Agency, may furnish the reasons for rejecting a tender.

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**अनुलग्नक Annexure II**

**Terms and Conditions**

**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 “Security Agency” means the individual or firm or company providing or intending to provide Security Services under this Contract;

1.3. The “Contract” means the agreement entered into between the Bank, represented by its authorised representative and the Security agency represented by its authorised representative as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;

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

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

1.6. “TCC” means the Terms & Conditions of Contract contained in this Section;

1.7. The “Site” means the Chandigarh Office of Small industries Development Bank of India located at S.C.O 145-146, Post Box No.92, Sector 17C, Chandigarh – 160 017**2 and at residential flats GHS-1 SIDBI Officers Apartment Sector 17 Panchkula (Haryana)-134 109.**

**Responsive bids**: Bids conforming to the following essential requirements shall be considered as responsive:

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

2.2. Bids accompanied with following documents:

2.2.1. Forwarding letter

2.2.2. DD/ PO, etc., towards the EMD as required.

2.2.3.Duly filled in and signed Technical Bid in prescribed format [**Annexure III**].

2.2.4.Duly filled in and signed Price Bid in prescribed format [**Annexure IV**].

2.2.5.Duly filled in and signed Bank Mandate Form in prescribed format [**Annexure VI**]

**3. Minimum Eligibility Criteria / Technical Bid**:

3.1 The Security Agency should be located within Chandigarh (Mohali, Panchkula & Chandigarh).

3.2 The Security Agency should be a sole proprietary concern, partnership firm or a company and should be in existence for at least 5 years. Preference will be given to Security agency having necessary experience of 5 years in providing Security Services to reputed organizations like All India Financial Institutions, public sector banks / undertakings, MNCs and large private sector companies [Attach copy of work orders or letter of empanelment ].

3.3 The Security Agency should have achieved annual sales turnover of `25.00 Lakh in any two of the last three financial years *i.e.*, 2010-11, 2011-12 and 2012-13, as per the audited financial results. [ Attach copy for each of the relevant FY].

3.4 The Security Agency should be making profit during these last three financial years *i.e.*, 2010-11, 2011-12 and 2012-13 as per the audited financial results. [ Attach copy for each of the relevant FY]

3.5 The Security Agency should have license / permit / approval, etc., 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 alongwith the Technical Bid.

3.6 The Security agency should not have been black-listed by any Public Sector Bank, RBI or IBA or any other Government agencies during last 5 years.

3.7 The Security Agency should be registered with the Labour and Central & Excise Department(s) of State/ Central Govt. as applicable. [Attach copy of registrations].

3.8 The Agency should be an Income-tax assessee having filed its Income tax Return for the Assessment Years, i.e., AY 2011-2012, AY 2012-13 and AY 2013-14 [Attach copy of PAN and copies of IT Return filed during Assessment Years, i.e., AY 2011-2012, AY 2012-13 and AY 2013-14]. In case the Agency is exempted from filing / paying tax to the IT Department, the exemption certificate may be enclosed.

4  **Scope of Work and related conditions**:

Providing 6 numbers unskilled security guards on a 8 hourly shift each day on 24x7 basis for SIDBI Office located atSIDBI, S.C.O 145-146, Post Box No.92, Sector 17C, Chandigarh – 160 017 and GHS-1 and SIDBI Officer Apartments, Sector 17, Panchkula(Haryana) 134 019. The Security Agency will undertake to provide trained personnel in three shifts, consisting of eight hours each. The Security 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. The agency should ensure round the clock security arrangement at the Bank’s premises all the 365 days in a year.

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

4.1) guarding and patrolling duties in the Bank’s Office premises at SIDBI, S.C.O 145-146, Post Box No.92, Sector 17C, Chandigarh – 160 017 and GHS-1, SIDBI Officer Apartments, Sector 17, Panchkula (Haryana)-134 019 including various other installations/furniture/fixture located inside.

4.2) preventing unauthorized entry into the Bank’s premises.

4.3) safeguarding the Bank's property, electrical/civil installations (viz., water pipes, pumps, electric meters, telephones/electric cables, etc., and all other furniture and fixtures).

4.4) preventing / maintaining a close vigil on encroachments, if any.

4.5) The Security Agency shall indemnify and keep indemnified, defend and hold good SIDBI, its officers, directors, employees and agents against loss, damages or claims arising out of any violations of applicable laws, regulations, guidelines during the contract period and for the breach committed by the Security agency or their services personnel on account of misconduct, omission and negligence by the Security agency or his service personnel.

4.6) The Security 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 of Panchkula, Haryana and UT Chandigarh.

4.7) The Security 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.

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

4.9) The Security Agency shall abide by State Labour/Government of India (Ministry of Labour) rules and regulations and all other Statutory Acts/Regulations and rules relevant to this contract including Works Contract Act, Minimum Wages Act, Provident Fund Act, ESI, etc., and shall indemnify SIDBI against and damages arising out of the default on the part of Security agency due to negligence or non-compliance 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.

4.10) The Bank shall deduct Income 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.

4.11) The Security 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 Security agency from the services and suitable replacement shall have to be arranged forthwith.

4.12) The Security Agency shall arrange to issue Identity Cards to all his staff which has to be produced for inspection as and when required by SIDBI and/or suitably displayed at all times during performance of duty.

4.13) The Security Agency shall provide the proof of background check of its staff deputed for security service at the site of the Bank.

4.14) The Security Agency shall ensure:

* That all instructions, guidelines and specifications issued to the Security agency by SIDBI are clearly and effectively communicated by the Security agency to its employees and personnel;
* That all instructions, guidelines and specifications are strictly adhered to by the employees and personnel of the Security agency so that reputation of SIDBI is not damaged during the entire contract period.
* That no action taken by the Security agency and / or its employees and /or personnel shall violate any laws and / or regulations, whether Central or State.

**5.** 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.

**6. Venue**

The security service shall be provided normally at 1st and 2nd floor of the Office building S.C.O 145-146, Post Box No.92, Sector 17C, Chandigarh – 160 017and/or at any other place as approved by the Bank within the Bank's premises.

**7. Pre-bid Clarifications**

7.1 The intending Agency may send their queries by email to mail id **(**[**sumans@sidbi.in**](mailto:sumans@sidbi.in) **and vswaroop@sidbi.in)** by September 29,2014, (11.30 AM) which will be clarified in the Pre-bid meeting. No request for change in date of pre-bid meeting will be entertained. No fresh queries will be entertained after the pre - bid meeting.

7.2 The interested Agency are advised to inspect the site/nature of service required in this regard and satisfy themselves before submitting their bids. However, no such visits will be allowed after the pre–bid meeting date. A Security agency shall be deemed to have full knowledge of the site/ nature of services to be provided, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed.

8. **Rates**

**8.1** The Security agency shall ensure payment of minimum wages (as per the Haryana State Govt. & Chandigarh (U.T) Govt labour laws applicable as on June 1, 2014 for Chandigarh and Panchkula City) to the workmen employed by him, shall maintain a register of wages and shall issue a wage slip to every workman employed by him and obtain their signature or thumb impression on the wage slips in the presence of the Bank's authorized officer assigned for this work. A copy of such wage slip shall be submitted to the Bank after every payment to the workmen.

**8.2** In Price Bid, the minimum wages as per Haryana State Govt & Chandigarh (U.T) Govt. labour laws applicable for Panchkula & Chandigarh City as on June 1, 2014 must be quoted with following essential components**:**

(a) Minimum rates of wages (Basic+DA)

(b) Applicable EPF

(c) Applicable ESI

(d) Applicable Bonus

(e) Applicable Leave Pay

(f) Applicable Rest Day wages

8.3 The rates will be "Excluding service tax'. The reimbursement against "Service tax"will be made to the bidder as per Govt., rules & regulations. The proof of payment made by the bidder to the appropriate Govt. Department shall be submitted to SIDBI, Chandigarh failing which appropriate amount shall be withheld on getting related information/instruction from the concerned Department.

8.4 In case the rate [excluding service tax and including all other applicable taxes/costs per security guard (unskilled) per month for 8 hours duty per day on 24X7 basis] of the wages quoted in the price bid by a Security agency is less than the total amount of rate of wages arrived at based on the above essential components [Minimum rates of wages (Basic+DA), Applicable EPF, Applicable ESI, Applicable Bonus, Applicable Leave Pay, Applicable Rest Day wages) of minimum wages [as per Haryana State Govt & Chandigarh (U.T) Govt labour laws applicable for Panchkula & Chandigarh City as on June 1, 2014], the price bid will not be considered and will stand rejected.

8.5 No escalation, except change in the minimum wages by Haryana State Govt & UT Govt., in rates will be permitted during the first year of contract period. However, if the Bank decides to review and increase the overall ceiling of rate in the 2nd year, the Security agency can submit a request to the Bank for a reasonable increase in the rate for Bank's consideration. Any decision in this regard by the Bank shall be final, conclusive and binding on the Agency.

8.6 No advance will be paid by the Bank to the Security agency under this contract.

9. **Terms Of Payment: The payment terms of the Bank are as under**:

9.1 Payment to Security agency shall be made on a monthly basis. Security 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.

9.2 All the payments including refund of EMD will be made by SIDBI, Chandigarh Office, electronically through RTGS/ NEFT. All the Agency should submit duly filled-in & signed [by authorized signatory and Security agency’s banker] Bank Mandate Form as per format prescribed in **Annexure – VI**.

9.3 At the time of claiming the payments including refund of EMD, Security 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.

9.4 The Security agency must accept the payment terms proposed by the Bank. The price bid submitted by the Security 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 Security agency, in case of delays or defaults on the part of the Security agency. Such withholding of payment shall not amount to a default on the part of the Bank.

**10. EARNEST MONEY DEPOSIT (EMD) AND SECURITY DEPOSIT (sd):**

10.1 The Security agency submitting the bids will have to deposit EMD of `16,000/- (Rupees Sixteen 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 10 days from the date of final decision of Bank regarding the contract except on account of exigencies beyond Bank's control.

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

10.3 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 Security agency from subsequent bidding for a period of 3 years.

10.4 The Security agency selected through the tendering process would be required to deposit interest free security deposit (SD) of around `46,500/-(Rs.Forty Six thousand Five Hundred 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 Security agency.

10.5 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 performance bank guarantee of `46,500/-(Rs.Forty Six thousand Five Hundred only) is submitted, EMD amount of `16,000/- (Rupees Sixteen Thousand Only) will be refunded to the Security agency, within 10 working days after submission of the said guarantee to the Bank.

**11. Quotation and Process of Selection:**

11.1 Interested Agency will be required to submit their offer in 2 bids, viz., ”Technical bid” and ”Price bid” in the format indicated in **Annexure III & Annexure IV**. 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, S.C.O 145-146, Post Box No.92, Sector 17C, Chandigarh – 160 017. The cover will be required to be handed over (offer sent through mail/fax/post/courier will not be accepted) at the Reception, Small Industries Development Bank of India (SIDBI), SIDBI, S.C.O 145-146, Post Box No.92, Sector 17C, Chandigarh – 160 017 on or before **15:30 hours on October 06, 2014.**

11.2 The quotation (Technical Bid only) will be opened at **12:30 hours on** **October 07, 2014** in the presence of the Agency, who choose to be present at that time.

11.3 The Agency who satisfy the criteria will only be considered for further tendering process and their price bid will be opened.

12. **Notice for Termination of Contract**

The contract can be terminated by the Security agency by giving three months’ notice while the Bank can terminate the contract by giving one month’s notice. All such notices shall be in writing and signed by the authorised signatories.

13. **Agreement**

The successful Security agency will be required to enter into an agreement with SIDBI for providing the Security Services. Format of agreement will be provided by SIDBI, to the successful Security agency.

14. **Use of Contract Documents and Information**:

14.1 The Security 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 Security 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.

14.2 The Security 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.

15. **Subcontracts**:

The Security 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.

16. **Applicable laws**:

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

16.2 **Compliance with all applicable laws:** The Security 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.

17. **Force majeure**:

17.1 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.

17.2 If a Force Majeure situation arises, the Security 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 Security 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.

18. **Resolution of Disputes**:

18.1 It will be the Bank’s endeavor to resolve amicably any disputes or differences that may arise between the Bank and the Security agency from misconstruing the meaning and operation of the RfP and the breach that may result.

18.2 In case of Dispute or difference arising between the Bank and the Security 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 Security agency.

18.3 The Security 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.

18.4 The place of arbitration shall be Panchkula (Haryana) and Chandigarh (UT), India, and all the arbitration proceedings shall be conducted in the English language.

18.5 Arbitration proceedings shall be held at Panchkula (Haryana) and Chandigarh (UT), India, and the language of the arbitration proceedings and that of all documents and communications between the parties concerned shall be English.

18.6 Not withstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Panchkula (Haryana) and Chandigarh (UT) India only.

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

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

18.9 Any dispute between the Security 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. Arbitration shall be held in Chandigarh, India and conducted in accordance with the provision of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at Panchkula, Haryana and U.T. Chandigarh alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final and binding. The Security agency shall not be entitled to suspend the provision of the Security Services, pending resolution of any disputes and shall continue to render the Security Services in accordance with the provisions of the contract notwithstanding the existence of any dispute between the Security agency and the Bank or the subsistence of any arbitration or other proceedings.

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

19. **Miscellaneous Conditions**

1. The successful bidder/agency shall commence the work only after furnishing to the Bank the self certified copies of the following

i. Labour Licence

ii. Provident Fund code Number

iii. E S I Code Number

iv. Registration Number

v. Maintenance Register of workers

vi. PAN Number

vii. Address Proof

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

3. 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.

4. 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.

5. 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.

6. The Agency guards engaged shall not allow any material in the custody of the Bank to be taken out from the said premises unless authorised 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.

7. 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.

8. Payment of salaries / wages due to the Agency’s employees shall be made by the Agency 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.

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

10. The Security 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.

11. That the Security 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 Security 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 Security Agency shall make available the same to the Bank every month.

12. The Security 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.

13. The Security 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.

14. The Security 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.

15. 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.

16. That the Security 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.

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

a. ensure that all persons employed by him/her, 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, animals or any other things. The Agency shall be responsible to keep them suitably insured during the contract period at Agencys’ cost.

b. ensure that its employees, while on the premises of Bank or while carrying out their obligations, observe the standards of cleanliness, decorum, safety, good behaviour 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 his employees have observed the same.

c. 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.

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

e. 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.

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

19. The payment of wages to the security guards of Agency will be made through cheque / transfer to security agency’s Bank account as per details provided to the Bank, accompanied by proper money receipt, by the Agency. The Agency will submit a copy of cheque issued in favour of the security guards along with money receipt signed by the security guards for SIDBI’s record.

20. If the Agency is having a licence (employing 20 or more employees) then the wages will be paid by the Agency to its employees in the presence of official of SIDBI.

21. 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.

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

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

24. The Agency will be required to submit an Undertaking as per the format given in **Annexure IX** alongwith the monthly bill and the bill will be settled only thereafter.

25.  **Code of conduct for Security Guards**

* The guards on duty will wear proper uniform which also includes belt, shoes, cap, identity card, security equipments, etc.
* 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.
* 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.
* The guards will not allow any sales/marketing persons inside the Bank premises.
* The guards on duty should carry their lunch while reporting for the duty so as to avoid going out thus leaving the premises unmanned.
* 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:

**अनुलग्नक** /**ANNEXURE – III**

तकनीकी बोली का प्ररूप

THE FORMAT FOR TECHNICAL BID

**सिडबी, चण्डीगढ़ एवं आवासीय परिसर पंचकूला में सुरक्षा सेवा प्रदान करने के लिए आवेदन**

**APPLICATION FOR PROVIDING SECURITY SERVICE AT SIDBI, OFFICE**

**CHANDIGARH & PANCHKULA RESIDENTIAL PREMISES**

प्रेषक From:

प्रति To

महाप्रबंधक The General Manager

भारतीय लघु उद्योग विकास बैंक Small Industries Development Bank of India

चण्‍डीगढ़़ क्षेत्रीय कार्यालय Chandigarh Regional Office,

**चण्‍डीगढ़ Chandigarh – 700 017**

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| --- | --- | --- |
| **क्रम सं. Sl. No.** | **विवरण / Particulars** | **सुरक्षा एजेंसी द्वारा भरे जाने वाले विवरण**  **Details to be filled in by the Security agency** |
| 1 | सुरक्षा एजेंसीका नाम  Name of the Security agency |  |
| 2 | सुरक्षा एजेंसी का पंजीकृत कार्यालय /व्यवसायिक पता  Regd. Office/Business address of the Security agency |  |
| 3 | निगमीकरण / गठन की तिथि  Date of Incorporation/Constitution |  |
| 4 | सुरक्षा एजेंसी का पैन / टैन सं.  PAN/TAN Nos. of the Security agency |  |
| 5 | सेवा कर का पंजीकरण सं.  Service Tax Registration No. |  |
| 6 | क्या एकल स्वामित्व/फर्म/कंपनियों के रजिस्ट्रार के पास पंजीकृत हैं। पंजीकरण की तिथि **(पंजीकरण की प्रति संलग्न करें)**  Whether registered as a Proprietor/with Registrar of Firms/ Companies? Date of Registration **(Attach copy of registration)** |  |
| 7 | क्या विक्रय कर विभाग के पास पंजीकृत हैं। पंजीकरण की तिथि **(पंजीकरण की प्रति संलग्न करें)**  Whether registered with Sales Tax Department? Date of Registration. **(Attach copy of registration)** |  |
| 8 | क्या श्रम विभाग के पास पंजीकृत हैं। पंजीकरण की तिथि **(पंजीकरण की प्रति संलग्न करें)**  Whether registered with Labour Department? Date of Registration.  **(Attach copy of registration)** |  |
| 9 | क्या केंद्रीय/राज्य उत्पाद विभाग/आय कर विभाग के पास पंजीकृत हैं? पंजीकरण की तिथि  **(पंजीकरण की प्रति संलग्न करें)**  Whether registered with Central/State Excise/Income Tax Department / Date of Registration.  **(Attach copy of registration)** |  |
| 10 | (क) पिछले तीन वित्त वर्षों में (वर्षवार) कुल बिक्री। कृपया सनदी लेखाकार द्वारा प्रमाणित लेखापरीक्षित तुलनपत्र और लाभ एवं हानि विवरणी की प्रति संलग्न करें।  (ख) उपर्युक्त वित्त वर्षों के लिए लाभ  **(किसी स्वतंत्र सी ए का प्रमाणपत्र संलग्न करें)**  (a)Turnover in the last 3 financial years. (year-wise). Please attach a copy of CA certified audited Balance Sheet and P & L Statement.  (b)Profit for the above financial years.  **(Attach a certificate by an independent CA)** | 2010-2011 -  2011-2012-  2012–2013- |
| 11 | बैंक विवरण/Bank Details  शाखा/Branch  खाते का स्वरूप / Type of Account  खाता सं. / Account Number  आईएफएससी कूट / IFSC Code \* |  |
| 12 | \*\* सुरक्षा सेवाएं प्रदान करने से संबंधित अनुभव के वर्ष  \*\*Years of experience in providing Security Services. |  |
| 13 | \*\*\* उन संगठनों / निगमों / विभागों के नाम, जहाँ अनुभाव प्राप्त किया गया है  \*\*\*Name of the Organisations / Corporations / Departments where the experience has been gained |  |
| 14 | क्या एजेंसी आय कर निर्धारिती है तथा क्या उसने निर्धारण वर्ष 2011-12, निर्धारण वर्ष 2012-13 तथा निर्धारण वर्ष 2013-14 के लिए आय कर विवरणी फाइल की है (पैन नंबर व निर्धारण वर्ष 2011-12, निर्धारण वर्ष 2012-13 तथा निर्धारण वर्ष 2013-14 के लिए फाइल की गई आय कर विवरणियों की प्रतियां सलग्न करें)। यदि एजेंसी को आय कर से छूट प्राप्त है तो छूट प्रमाणपत्र संलग्न करें।  Whether the Agency is an Income-tax assessee having filed its Income tax return for the Assessment Years i.e. AY 2011-2012, AY 2012-13 and AY 2013-14 [Attach copy of PAN and copies of IT Return filed during Assessment Years i.e. AY 2011-2012, AY 2012-13 and AY 2013-14]. In case the Agency is exempted from IT, the exemption certificate may be enclosed. |  |
| 15 | 16000/- (सोलह हजार रुपये केवल) की बयाना जमा राशि का............................बैंक पर आहरित दिनांक.....................का ड्राफ्ट सं. / भुगतान आदेश सं./बैंकर चैक सं./प्रत्यक्ष क्रेडिट संदर्भ सं./यूटीआर सं.................................  Particulars of Payment towards EMD of `16000/- (Rupees Sixteen Thousand Only) Draft No. / Pay Order No. / Bankers Cheque No./ Direct Credit Reference/ UTR No./ Dated drawn on …………………………………………. Bank |  |

\* बैंक अधिदेश फार्म संलग्न - हाँ / नहीं

\*\* बैंक को यह अधिकार है कि वह अनुभव की कट ऑफ अवधि का निर्णय करे।

\*\*\* बैंक को यह अधिकार है कि वह सत्यापन के लिए प्रमाण / दस्तावेज़ माँगे।

\* Bank Mandate Form attached - Yes / No

\*\* Bank reserves the right to decide the cut off duration of experience.

\*\*\* Bank reserves the right to call for proof / documents for verifications.

**DECLARATION**

1. मेरे ज्ञान में उपर्युक्त जानकारी सत्य है और यदि कोई जानकारी असत्य और झूठी पाई जाती है, तो निविदा प्रक्रिया /दी जा रही संविदा से मुझे बाहर कर दिया जाए।

The above information is true to the best of my knowledge and if any information is found untrue or false I may be debarred from the tender process/being given the contract.

2. मैं/ हम बैंक द्वारा निर्धारित शर्तों के अनुपालन के लिए सहमत हैं।

I/We agree to abide by the terms & conditions stipulated by the Bank.

दिनांक / Date:...../...../2014

प्राधिकृत हस्ताक्षरकर्ता / Authorised Signatory:

नाम / Name:

पदनाम /Designation:

फोन / Phone:

ईमेल आईडी / Email id:

मुहर Seal :

**अनुलग्नक ANNEXURE – IV**

**Format of Price Bid**

To

The General Manager

Small Industries Development Bank of India

Chandigarh Regional Office,

**Chandigarh 160 017**

**Selection of Security Agency**

**RfP No.49/ 2014/Admn 34A SIDBI (CDG) dated September 15, 2014 – Price Bid**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl.No.** | **Particulars** | **Rate (`) (excluding service tax and including all other applicable taxes/costs) per security guard (unskilled) per month for 8 hours duty per day on 24X7 basis** | **Total amount (`)** |
| 01 | Providing 6 numbers unskilled security guards on 24x7 basis for SIDBI Office located atS.C.O. 145-146, Post Bag No.92, Sector 17-C, Chandigarh – 160017 and at Residential flats located at  GHS – 1,  SIDBI Officer Apartments,  Sector 17,  Panchkula (Haryana) -  134 109. | (a) Minimum rates of wages (Basic+DA)  (b) Applicable EPF  (c) Applicable ESI  (d) Applicable Bonus  (e) Applicable Leave Pay  (f) Applicable Rest Day wages |  |
| Others (Pls. specify)  (a)  (b)  (c)  (d) |  |
| 02 | Total Amount **(`)** for 1 Security Guard | | **`**  **(In words `** |
| 03 | Total Amount **(`)** for 6 Security Guards = (Sl. No. 02x6) | | **`**  **(In words `** |

In Price Bid, the minimum wages as per Panchkula (Haryana) & Chandigarh (U.T) State govt. labour laws applicable for Panchkula (Haryana) & Chandigarh (U.T) City as on June 1, 2014 must be quoted.

The rates will be "Excluding service tax'. The reimbursement against "Service tax" will be made to the bidder as per Govt. Rules & Regulations. The proof of payment made by the bidder to the appropriate Govt. Department shall be submitted to SIDBI, Chandigarh failing which appropriate amount shall be withheld on getting related information/instruction from the concerned Department.

In case the rate [excluding service tax and including all other applicable taxes/costs per security guard (unskilled) per month for 8 hours duty per day on 24X7 basis] of the wages quoted in the price bid by a security agency is less than the total amount of rate of wages arrived based on the above essential components [Minimum rates of wages (Basic+DA), Applicable EPF, Applicable ESI, Applicable Bonus, Applicable Leave Pay, Applicable Rest Day wages) of minimum wages [as per Panchkula (Haryana) & Chandigarh (U.T) Govt labour laws applicable for Panchkula & Chandigarh City as on June 1, 2014], the price bid will not be considered and will stand rejected.

Any request for change of rates due to change in Minimum Wages rates notified by the Haryana State Govt. and Chandigarh (U.T) shall be intimated by the Agency to the Bank alongwith 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

***(This format shall be sent in a separate sealed cover superscribing – “OFFER FOR SECURITY SERVICES - RfP No.49/2014/Admn 34A SIDBI(CDG) dated September 15, 2014 - Price Bid”).***

Note:

**L I** will be based on total cost to Bank as worked-out above.

Organization :

Date:...../...../2014

Authorised Signatory:

Name:

Designation:

Phone:

Email id:

Sea

**अनुलग्नक Annexure - V**

**Forwarding Letter**

**(To be submitted on the letter head of the “Security agency”)**

To

The General Manager

Small Industries Development Bank of India

Chandigarh Regional Office,

**Chandigarh – 160 017**

Dear Sir,

**Your RfP No. 49/ 2014/Admn 34A SIDBI (CDG) dated September 15, 2014**

This is with reference to your above mentioned tender for Selection of “Security agency” for providing Security Services in the Bank’s premises at SIDBI Office Premiese located at SCO 145-146, Post Box No.92, Sector 17, Chandigarh-160 017 and Residential at GHS – 1, SIDBI Officer Apartments, Sector 17, Panckhkula, Haryana – 134 109. Having examined the above RfP, we hereby submit our proposal along with the necessary documents.

Further, we agree to abide by all the terms and conditions as mentioned in RfP No.49/ 2014/ Admn 34A SIDBI (CDG) dated September 15, 2014.

Date:...../...../2014

Authorised Signatory:

Name:

Designation:

Phone:

Email:

Seal

**अनुलग्नक Annexure - VI**

**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 “Security agency” : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. Address of the “Security agency” : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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) | | |  |  |  |  |  |  |  | | |  | |  | |  | |  | |  | |  | |  | |  |
| **(Code number appearing on the MICR cheque supplied by the bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account Number)** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| IFSC CODE | 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) ( Agency’s seal)

…………………………………………………………………………………………………………………

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

Bank’s stamp :

Date :

(Signature of the Authorized Official from the bank in which the Agency’s a/c is being maintained)

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

**1, 2: 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.

\*\*\*\*\*\*\*\*\*\*

**अनुलग्नक Annexure –VII**

**Bank Guarantee Format**

**(Sample Format -** **TO BE EXECUTED ON A NON-JUDICIAL**

**STAMPED PAPER of requisite value)**

To

The General Manager

Small Industries Development Bank of India

Chandigarh Regional Office,

**Chandigarh – 160 017**

WHEREAS …………………………………………………….. (Name of Security agency ) (hereinafter called the “Security agency”) has undertaken, in pursuance of Request for Proposal (RfP) **No. 49/2014/Admn 34A SIDBI(CDG) dated September 15, 2014** for providing Security Services (herein called the ‘the RfP”) to you.

AND WHEREAS, it has been stipulated by you in the said RfP that the Security agency shall furnish you with a Bank Guarantee from a scheduled commercial Bank for the sum specified therein, as security for compliance with the Security agency’s performance obligations in accordance with the RfP.

We ***-------------------Bank (name of the Bank and full address)*** further undertake not to revoke and make ineffective the guarantee during it’s currency except with the previous consent of the buyer in writing.

We ------ Bank do hereby unconditionally and irrevocably undertake to pay to SIDBI without any demur or protest, merely on demand from SIDBI, an amount not exceeding `---------- (--------- only) by reason of any breach of the terms of the RfP dated 15/09/2014 by Security agency. We hereby agree that the decision of the SIDBI regarding breach of the terms of the RfP shall be final, conclusive and binding.

WE do hereby guarantee and undertake to pay forthwith on demand to SIDBI a sum not exceeding `……………/-. (Rupees ………………………….. …only) (amount of the Guarantee in words and figures) and we undertake to pay you upon your first written demand declaring the Security agency to be in default under the RFP and without cavil or argument, any sum or sums within the limit of `……………/-. (Rupees …………………………..… only) (Amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason. Our obligations hereunder shall not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate us from our obligations hereunder in whole or in part, including and whether or not known to us or you:

(i) any time or waiver granted to the “Security agency”;

(ii) the taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the “Security Agency”;

(iii) any Variation of or amendment to the RfP or any other document or security so that references to the Contract in this Guarantee shall include each such Variation and amendment;

(iv) any unenforceability, invalidity or frustration of any obligation of the “SECURITY AGENCY” or any other person under the RfP or any other document or security waiver by you of any of the terms provisions conditions obligations UNDER RfP or any failure to make demand upon or take action against the “SECURITY AGENCY”;

(v) any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our undertaking; and;

(vi) any change in constitution of the “Security Agency”;

(vii) any petition for the winding up of the “SECURITY AGENCY” has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the “Security agency” has been made by a Court of competent jurisdiction;

The written demand referred to in paragraph above shall be deemed to be sufficiently served on us if you deliver to us at the address as set out in 3rd paragrahph above.

This guarantee is valid until the ……….. day of <**validity date**> and a claim in writing is required to be presented to us within a period of one month from <**validity date**> i.e. on or before <**claim period**> failing which all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities mentioned hereinabove.

Signature and Seal of Guarantors (“Security Agencys” Bank)

…………………………………………………………..

Date…………………………………………………….

Address …………………………………………………

……………………………………………………………

……………………………………………

**अनुलग्नक Annexure VIII**

**Public Procurement Policy**

**RfP No.49/ 2014/ Admn 34A SIDBI (CDG) dated September 15, 2014**

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, GoI.

2. These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).

3. If deemed fit, the Bank may procure minimum of 20% of the contract value of any goods or services from MSEs. Further, the Bank reserves the right to procure part work/services ( about 4% out of above 20%) to MSEs owned by SC and ST entrepreneurs, if found suitable. Provided, these MSEs quoting price within the price band of L1 +15% & bringing down their price to L1 price, in a situation where L1 price is from someone other than a MSEs. In case of more than one such MSEs, the supply shall be shared proportionately at the discretion of the Bank.

4. Further, such MSEs would also be entitled for 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.

**अनुलग्नक Annexure IX**

**FORMAT OF UNDERTAKING BY THE AGENCY**

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

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

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

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

SECURITY AGENCY

Authorised Signatory

Name of Agency

Seal

\*\*\*\*\*\*\*\*\*\*\*\*\*