



भारतीय लघु उद्योग विकास बैंक

Small Industries Development Bank of India

पहला तल, परिसर उद्-भाग, सिडबी टावर 15 अशोक मार्ग, लखनऊ – 226001
1st Floor, Premises Lucknow, SIDBI Tower, 15 Ashok Marg, Lucknow- 226001

सिडबी के प्रधान कार्यालय, सिडबी टावर लखनऊ में सामान्य रख रखाव एवं हाउसकीपिंग सह विद्युतीय रख रखाव हेतु वार्षिक रख रखाव अनुबंध हेतु निविदा।

TENDER FOR ANNUAL MAINTENANCE CONTRACT FOR GENERAL MAINTENANCE AND HOUSEKEEPING AND ELECTRICAL MAINTENANCE OF SIDBI'S HEAD OFFICE BUILDING AT SIDBI TOWER, LUCKNOW

निविदा संख्या : 314/2022/1657/HO1/Premises दिनांक: 01/09/2021

Tender No.: 314/2022/1657/HO1/Premises Dated: 01/09/2021

यह दस्तावेज भारतीय लघु उद्योग विकास बैंक (सिडबी) की सम्पत्ति है। इसका सिडबी से लिखित अनुमति प्राप्त किए बिना, प्रतिलिप्यांतरण, वितरण या इलैक्ट्रॉनिक या अन्य, किसी भी माध्यम में अभिलेखन नहीं किया जा सकता। इस दस्तावेज में दी गई सामग्री का उपयोग, यहां तक कि प्राधिकृत कार्मिकों/एजेंसियों द्वारा भी, यहां इसमें विनिर्दिष्ट प्रयोजन के अतिरिक्त अन्य प्रयोजनों के लिए उपयोग किया जाना, सर्वथा वर्जित है क्योंकि यह भी कॉपी राइट का उल्लंघन माना जाएगा तथा इस कारण दंडनीय होगा।

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

INDEX

Sr. No.	PARTICULARS	Page No.
Part I - Prequalification Bid		
01	Bid Calendar	4
02	Tender Notice	5
03	Text of tender notice issued on 01.09.2021 in newspapers	7
04	Letter of offer	8
05	General rules and instructions for the tenderers	9
06	Prequalification Criteria	12
07	Desirable information required with Technical Bid	14
08	Annexure- I	15
09	Annexure- II	19
10	Proforma-I	22
11	Proforma-II	23
12	Proforma-III	28
Part II - Technical Bid		
13	Instructions to the Bidders	29
14	Annexure-A	30
15	Annexure-B	34
16	Annexure-C	35
17	Broad Responsibilities and scope of work	36
18	Schedule of work	37
19	Period of Contract	38
20	EMD and Security Deposit	39
21	Place of Work	39
22	Roles & Responsibilities	40
23	Cost of Replacement	41
24	Manpower/ Staff	42
25	Compensation towards non-attentiveness/delay	43
26	Emergency Work	44
27	Additional work	44
28	Payment of minimum wages	44
29	Rates, Taxes and Duties	45
30	Payment terms	45
31	Compliance with all statutory requirements	45
32	Insurance	46
33	Indemnity	46
34	Occupational Health & Safety	46
35	Safety Management	46
36	Emergency Telephone Nos.	47
37	Head Cleaning Staff	47
38	Subletting of work	47
39	Stationery	47
40	Termination of Contract	47
41	Arbitration	48
42	Integrity Pact	48
43	Confidentiality	49



TENDER FOR AMC FOR GENERAL MAINTENANCE AND HOUSEKEEPING AND ELECTRICAL MAINTENANCE OF
SIDBI'S HEAD OFFICE BUILDING AT SIDBI TOWER, LUCKNOW

TENDER DOCUMENT Part I- Prequalification
(To be completed and submitted in Envelope No-1)

44	Specifications / Further Details	49
45	Schedule of Equipment	54
46	Formats recommended for use for Operation, Maintenance and Repair records	55
47	Non-Disclosure Agreement	57
	Part III - Financial Bid	
48	Financial Bid	68



TENDER FOR AMC FOR GENERAL MAINTENANCE AND HOUSEKEEPING AND ELECTRICAL MAINTENANCE OF
SIDBI'S HEAD OFFICE BUILDING AT SIDBI TOWER, LUCKNOW

**TENDER DOCUMENT Part I- Prequalification
(To be completed and submitted in Envelope No-1)**

1. BID CALENDER		
1.	Date of commencement of bidding	01/09/2021
2.	Sale of Tender Document	September 01, 2021 – September 21, 2021 between 10.30 a.m. to 5.00 p.m. (Working days only) and between 10.30 a.m. to 1.30 p.m. on September 21, 2021
3.	Pre-Bid meeting with Bidders (date and time)	09/09/2021 11:30 Hrs
4.	Last date and time for closure of bidding and receipt of Bid	22/09/2021 15:00 Hrs
5.	Date and Time of Prequalification and Technical Bid Opening	22/09/2021 16:00 Hrs
6.	Estimated cost for the work for One year	Rs. 72.50 Lakh (Incl. GST)
7.	Earnest Money Deposit Amount	Rs. 82,500/-
8.	Place of opening of Bids	SIDBI Tower, 15 Ashok Marg, 1 st Floor, Premises Lucknow, <u>Lucknow- 226001</u>
9.	Independent External Monitor	Shri Nageshwar Rao Koripalli, IRS (Retd.) 38, The Trails, Manikonda, RR District, Hyderabad- 500089 Mobile No. 9788919555 Email_id: knageshwarrao@gmail.com

Note:-

1. If Holiday is declared in any of the dates given above, the next working day shall be treated as the revised date.
2. Technical Bids will be opened in the presence of Bidders who choose to attend as above.

TENDER NOTICE

Small Industries Development Bank of India (SIDBI) is an all India Financial Institution catering to the financial needs of Micro, Small and Medium Enterprises. SIDBI invites offers (Pre-Qualification cum Tenders) from well established General Maintenance and Housekeeping contractors for providing General Housekeeping and Maintenance and Electrical Maintenance for its Head office building at SIDBI Tower, 15 Ashok Marg Lucknow - **226001** for a period of two years from the date of award of contract subject to satisfactory performance review after one year. The estimated cost for the General Maintenance and Housekeeping Contractor is around **Rs. 72.50 Lakh (incl. GST)** for each Year. The contract is extendable for another one year subject to satisfactory performance of the agency after completion of one year on the same terms and conditions. However, the minimum wages will be paid as per the Govt. Circulars updated from time to time.

Interested tenderers / contractors / agencies may obtain the tender documents at the following address:

**The Dy. General Manager,
Premises Lucknow,
SIDBI TOWER,
1st Floor,
15 Ashok Marg
Lucknow - 226001
Phone No. 0522 4261 633/ 4261 685**

The tender document can also be downloaded from our website www.sidbi.in or from CPP Portal <http://eprocure.gov.in/cppp>. If any clarification is required by the tenderer, the same can be discussed during pre-bid meeting to be held at the above address. **If required, the Bank may issue an addendum/corrigendum which will be posted on SIDBI's website and CPP portal. All the interested parties should see the same before submitting the offers.**

- i. Tenderers are advised to go through this tender document carefully as well as visit the Bank's office premises at SIDBI Tower in LUCKNOW and acquaint themselves with the site conditions, scope of work as well as the present condition of building and fittings, equipments etc. before submission of tender.
- ii. The duly filled in and sealed tender documents including complete set of supporting documents in three separate envelopes as indicated below may be submitted to the Dy. General Manager (Premises), SIDBI at the address indicated above.
- iii. **Envelope-1 (Superscribed "TENDER FOR ANNUAL CONTRACT FOR GENERAL MAINTAINENCE, HOUSEKEEPING AND ELECTRICAL MAINTAINENCE Tender – Pre-Qualification Bid")**
 - a. Complete set of Tender documents Part I (i.e. Pre-Qualification document) as issued, duly filled in and signed by the authorized signatory of the tenderers on all pages (including Integrity Pact- **Proforma-IV**) along with all supporting documents, etc. and Earnest Money Deposit (EMD) in the form of Demand Draft (DD) in favour of SIDBI. Offers without EMD, except those exempted, will not be considered.

- iv. **Envelope-2 (Superscribed "TENDER FOR ANNUAL CONTRACT FOR GENERAL MAINTAINENCE, HOUSEKEEPING AND ELECTRICAL MAINTAINENCE Tender - Technical Bid")**
- a. The Complete set of tender document Part II (Technical bid including **Annexures**) duly signed by the tenderer on all pages as token of acceptance.
- v. **Envelope-3 (Superscribed "TENDER FOR ANNUAL CONTRACT FOR GENERAL MAINTENANCE, HOUSEKEEPING AND ELECTRICAL MAINTENANCE Tender - Price-Bid")**
- a. The Complete set of tender document Part III (Price-bid) duly filled in and signed by the tenderer on all pages.
- vi. The above three envelopes duly sealed and kept in a bigger envelope **superscribing "TENDER FOR ANNUAL CONTRACT FOR GENERAL MAINTAINENCE, HOUSEKEEPING AND ELECTRICAL MAINTAINENCE Tender"**, duly sealed and properly superscribed tenders must be submitted either by speed post or by registered post or by dropping in the specified tender box kept at Ground Floor of the above mentioned building near reception before the due date and time.
- vii. If the tender envelope is not superscribed, there are chances of accidental opening and liable for rejection of the tender. Therefore, it is advised that the tender be superscribed as above and deposited in the tender box kept for the purpose.
- viii. Cheques/BG in lieu of DD will not be accepted. EMD will not bear any interest.
- ix. EMD will be forfeited in the event of any refusal or delay on the part of the successful tenderer to accept the Bank's offer for award of work or sign and execute the contract on acceptance of his tender. EMD shall also be liable for forfeiture in case the contractor delay the commencement of work as per the contract. EMDs of unsuccessful tenderers will be refunded within 60 days from the date of opening of commercial bids. EMD of successful tenderer will be retained as security deposit (other than the Performance Bank Guarantee) and will be refunded after the completion of contract. **(Please refer to para 5 of Technical Bid).**
- x. The selection process consists of three phases viz., 1) Pre-Qualification 2) Technical Evaluation and 3) Commercial Evaluation.
- xi. Envelope No 2 will be evaluated of only eligible and prequalified contractors and Envelop No. 3 will be opened only for prequalified & Technically Qualified agencies and considered for further evaluation. Decision of SIDBI will be final in this regard.
- xii. The offers submitted shall be valid for a period of 120 days from the last date for submission of tender.
- xiii. SIDBI reserves the right to reject any / all tenders without assigning reason thereof.
- xiv. Tenders received late on account of any reason or by courier/post will not be entertained.

Date: 01.09.2021**Dy. General Manager-
Premises**

Text of Tender notice issued in Newspapers (The Times of India and Dainik Jagran)



Small Industries Development Bank of India (SIDBI) Invites technical and financial bids from Lucknow based experienced and competent agencies for Maintenance and Housekeeping of various Residential and Office premises (Cleaning, Sanitary, Plumbing, Electrical etc.). For Tender documents and other details, please visit www.sidbi.in or Central Public Procurement Portal (CPP Portal) <https://eprocure.gov.in>. Modifications / addendum, if any, to this notice will be published on SIDBI's and CPPP's website only. The last date for submission of completed tenders is SEPTEMBER 22,2021 up to 15:00 Hrs.



भारतीय लघु उद्योग विकास बैंक (सिडबी) विभिन्न आवासीय एवं कार्यालय परिसरों की मरम्मत व रखरखाव (सफाई, सैनिटरी, प्लंबिंग, इलैक्ट्रिकल आदि) हेतु लखनऊ – स्थित अनुभवी एवं सक्षम एजेंसियों से तकनीकी और वित्तीय बोलियाँ आमंत्रित करता है। विस्तृत निविदा दस्तावेज तथा अन्य विवरण www.sidbi.in अथवा केन्द्रीय सार्वजनिक अभिग्रहण पोर्टल (सीपीपी पोर्टल) <https://eprocure.gov.in> पर देखे जा सकते हैं। इस नोटिस के यदि कोई संशोधन / परिशिष्ट होंगे तो सिडबी की वेबसाइट और सीपीपीपी की वेबसाइट पर ही प्रकाशित किए जाएंगे। पूरी तरह भरी हुई निविदाएं जमा करने की आखिरी तारीख 22 सितंबर 2021 को 15:00 बजे तक है।



LETTER OF OFFER

Date:

To

**The Dy. General Manager
SIDBI TOWER,
1st Floor, Premises Lucknow,
15 Ashok Marg
Lucknow - 226001**

Dear Sir,

**TENDER FOR ANNUAL MAINTENANCE CONTRACT FOR GENERAL MAINTENANCE AND
HOUSEKEEPING AND ELECTRICAL MAINTENANCE OF SIDBI'S HEAD
OFFICE BUILDING AT SIDBI TOWER, LUCKNOW**

Having visited your office building premises located at above address and examined the tender documents, specifications and schedule of work to be carried out as specified in the Tender No. 314/2022/1657/HO1/Premises dated September 01st, 2021 and having acquired the requisite information relating thereto, I / we hereby offer to take up the subject work and submit herewith our application and offer with necessary supporting documents.

Further, I / we herewith deposit **Earnest Money Deposit** as per the Terms of Tender. In the event of my / our offer is accepted, I/we agree to enter into and execute the necessary contract agreement required by you. I am/we are aware that the Bank intends to carry out the entire work as covered in the scope of this tender with utmost diligence. I/we agree to carry out the work with due diligence and in time bound manner. As required by you, I/we are submitting herewith, the tender documents in three sealed envelopes kept in one big sealed envelope as detailed below:

1. Complete set of Tender documents Part I (i.e. Pre-Qualification document) as issued, duly filled in and signed along with all supporting documents, etc. and Earnest Money Deposit (EMD) in the form of Demand Draft (DD) in favour of SIDBI (**Envelope-1**).
2. The Complete set of tender document Part II (Technical bid including Annexures) duly signed on each page (**Envelope-2**).
3. The Complete set of tender document Part III (Price-bid) duly filled in and signed by the tenderer on all pages (**Envelop-3**).

Thanking you,

Yours faithfully,

Signature and Seal:

Address:

(To be signed by the authorized signatory only)

GENERAL RULES AND INSTRUCTIONS FOR THE TENDERER

1. Filled in Tenders (all the envelopes) should be placed in sealed cover, each marked as envelop no. and content, **super scribed with the name of the work as mentioned above written on each envelope.**
2. Tenders are to be filled in the prescribed form, which can be obtained from the office of the Bank, SIDBI's website and CPPP Portal as mentioned above.
3. While submitting the bid, the BIDDER shall deposit Earnest Money Deposit (EMD), though Bank Draft or a Pay Order in favour of SIDBI, payable at Lucknow.
4. SIDBI is governed by Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI. MSEs would also be entitled for tender sets free of cost and exemption from payment of earnest money deposit.
5. The contract period will be valid for two year from the date of commencement of work subject to satisfactory performance review after each year with a provision of extension for further one year. Bank reserves the right to terminate the contract before completion of the said period in case the performance is not found satisfactory as per the termination clause.
6. The Prequalification application i.e. Part-I of the tender document should be duly filled in and submitted along with the supporting documents as indicated therein. If required the bidder may add additional pages, write up to support their application. However, no changes should be carried out in the document/formats.
7. The technical bid along with the **Annexures** i.e. Part-II of the tender document should be signed on each page as a token of acceptance and to be submitted in Envelop-2.
8. As regard price bid i.e. Part-III of the tender document, the Bidder should quote **only** the management fee alongwith uniform charges, supervision charges and profit anticipated in terms of percentage of total annual contract value as all the other rates are governed by Govt. rules and regulations.
9. The employer is not liable to pay any interest on the earnest money.
10. **Envelop-2 (Technical Bid) of only prequalified bidders shall be opened and considered for further evaluation. Envelop-3 (Price Bid) of only technically qualified bidders shall be opened.**
11. The acceptance of the tender will rest with the SIDBI, which does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assignment of any reason thereof.
12. On acceptance of the tender, the name of the authorized representative(s) of the contractors who would be responsible for taking instructions from the Bank as employer shall be communicated to the employer.
13. The Employer reserves to itself the right of rejecting or accepting the whole or part tender and the tenderer shall be bound to perform the same at the rate quoted.

TENDER DOCUMENT Part I- Prequalification
(To be completed and submitted in Envelope No-1)

14. Any other tax except GST (at applicable rates) in respect of this contract shall be payable by the Contractor. The Bank will not entertain any claim whatsoever in this respect.
15. The Tender shall remain open for acceptance for a period of 120 days from the date of opening of part III of the tenders. If any tenderer withdraws his tender before the said period, the Bank shall be entitled to forfeit Earnest Money paid along with the tender.
16. It is obligatory on the part of the tenderer to sign the tender documents for all the parts and after the work is awarded, he will have to enter into an agreement with the competent authority of the Bank.
17. The Contractor shall not assign the contract to other agencies. He shall not sublet any portion of the Contract except with written permission of the Bank. In case of breach, the Bank has liberty to serve notice and rescind the contract.
18. The earnest money/security deposit of the successful tenderer will be forfeited, if he fails to comply with any of the conditions of the contract.
19. **CONTRACTOR TO INFORM HIMSELF FULLY:** The Contractor shall be deemed to have carefully examined the work and site conditions including labour, the general and special conditions, the job requirements, schedules of equipments and drawings and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carried out his own investigations to arrive at the matter concerning the contract. Before submitting his offer, the contractor shall ascertain the particulars thereof by contacting the concerned officials. Once an offer is submitted, the matter will be decided according to contract conditions etc.
 - a) In case of difference between the rates written in figures and words, the rate quoted in words shall be taken as correct.
 - b) In all cases of omissions and / or doubts or discrepancies in any item or job requirement, a reference shall be made to the **Deputy General Manager, Premises** whose elucidation, elaboration or decision shall be considered as authentic and final. The contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.
20. All bidders/contractors shall sign and submit Integrity pact on the approved format given in **Proforma-II** along with Part-I of this tender document.
21. All compensation or other sums of money payable by the contractor to the Bank under the terms of this contract may be deducted from the Earnest Money Deposit /Security Deposit /bills or from any sums payable to the contractor and the contractor within ten days after such deductions shall make good the amount so deducted, as the case may be.
22. The Bank shall have a right to carry an audit / technical examination of the works and the bills of the contractor including all supporting vouchers, abstracts etc. by any of the persons or organizations as appointed by the Bank. If as a result of the examination or otherwise, any sum is found to have been overpaid or over certified, it shall be lawful for the Bank to recover the sum from any payment due to the contractor for such work.

TENDER DOCUMENT Part I- Prequalification
(To be completed and submitted in Envelope No-1)

23. If for any reason, the workman is obliged by virtue of the provisions of the Workmen's Compensation Act, 1923 or any statutory modification or re-enactment thereof to pay compensation to a workmen employed by the Contractor in execution of works, the Bank shall be entitled to recover from the contractor the amount of compensation so paid.
24. The contractor shall be liable to indemnify the Bank, if any loss is suffered by the Bank due to negligence/act of contractor's staff.
25. **The contractor should make payment to its workers as per Minimum Wages Act of Central Government as applicable to the area of contract. Accordingly, the contractor should quote the rates.**
26. The contractor shall cover his employees under ESIC and pay applicable EPF.
27. The contractor shall provide uniform (atleast 2 sets in a year) to all his staff and ensure that they are always neat and tidy while on duty.
28. While submitting the quote, the contractor should also consider the above mentioned provisions besides other stipulation required as per relevant laws.

I/We hereby declare that I/We have read and understood the above instructions for guidance of tenderers.

Witness:

Signature of Tenderer
(Authorized Signatory).

Address: _____

Date: _____

**PRE-QUALIFICATION DOCUMENT-
TENDER FOR ANNUAL MAINTENANCE CONTRACT FOR GENERAL MAINTENANCE AND
HOUSEKEEPING AND ELECTRICAL MAINTENANCE OF SIDBI'S HEAD OFFICE BUILDING AT
SIDBI TOWER, LUCKNOW - Prequalification Criteria**

SIDBI invites applications for Pre-qualification from reputed and well established General Maintenance and Housekeeping contractors, for rendering General Maintenance and Housekeeping and Electrical Maintenance services for its Office Premises at SIDBI Tower, 15 Ashok Marg, Lucknow- 226001 for a period of one year with a provision of extension for further one year.

Agencies who are capable of undertaking similar works, fulfilling the following qualification criteria and are willing to participate in the tendering for the above work may submit their applications in the enclosed format (**Annexure- 1**).

1. Applicant agencies should be a Proprietorship/Partnership Firm/Public Limited or Private Limited company established under the Companies Act. (Enclose certificate to this effect along with copy of Memorandum & Articles of Association). Joint Ventures / consortium bid shall not be considered.
2. Applicant agencies should be in existence at least for the past 5 (Five) years from the date of publication of the advertisement. A copy of Certificate of Registration is to be enclosed.
3. Applicant agencies should have main/branch office in Lucknow on the date of application (A copy of address proof to be submitted).
4. Applicant agencies should have executed at least one General Maintenance and Housekeeping work costing not less than Rs. 58 Lakh per annum or two General Maintenance and Housekeeping work costing not less than Rs. 36 Lakh per annum each in the last three years.
5. Applicant agencies should have a minimum average annual turnover of Rs. 1 (One) crores for the past 3 financial years (FY 2018, 2019 & 2020). (Enclose Certificate from Registered Chartered Accountant indicating the turnover out of its General Maintenance and Housekeeping Contract for the past 3 financial years along with audited financial statement).
6. Applicant agencies should have net profit for two years in the last three years (Enclose Certificate from Registered Chartered Accountant).
7. Applicant agencies should have completed one General Maintenance and Housekeeping work (to enclose copy of Work Order/TDS certificate issued by the client, details to be given in **Proforma-I**).
8. Applicant agencies should have PAN No and filed Income Tax Return for the last 3 Years (FY 2018 to 2020) (Enclose copy of PAN card and Income Tax return duly certified by a Chartered Accountant).
9. Applicant agencies should be registered with tax authorities (enclose copy of registration certificate & GST Certificate).
10. Applicant agencies should have valid registration and licenses with concerned Labour, ESI & PF authorities (enclose copy of registration certificate).
11. Applicant agencies should not have been blacklisted by any PSUs/Banks/large Multi-National Companies (MNC's) or established Indian corporate on the date of application.
12. Applicant agencies should submit solvency certificate from a scheduled Bank for Rs.18 lakh, obtained not earlier than 3 months from the last date of the submission of tender.

TENDER DOCUMENT Part I- Prequalification
(To be completed and submitted in Envelope No-1)

13. Applicant agencies should be having sufficient number of experienced personnel, equipments & machinery to complete the work well in time with good workmanship as per standard specification.
14. Applicant agencies should attach an Undertaking on letter head duly signed by authorized signatory stating that the information and documents furnished are true and correct (**Proforma III**).
15. Applicant agencies should submit the Integrity Pact duly filled and signed as per the format given at **Proforma-II**.

16. Termination

The Bank may terminate the Contract, by not less than thirty (30) days' written notice of termination to the Bidder/Agency, to be given after the occurrence of any of the events specified in paragraphs (i) to (iii) of this Clause and sixty (60) days' in the case of the event referred to in (iv) below or even without assigning any reason:

- i. if the Bidder/Agency fails to meet the performance obligations under the Contract.
- ii. if the Bidder/Agency becomes insolvent or bankrupt.
- iii. If the Bidder/Agency, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing or in executing the Contract.
- iv. if as a result of Force Majeure, the Bidder/Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

Upon termination of the Agreement, the Contractor would promptly hand over to SIDBI all Deliverable Items, including work-in-progress, in "as is where is" condition subject to the mutual settlement of all money due and payable to them being paid. During the period of notification of termination, the Contractor shall complete pending assignments and SIDBI shall agree to settle the dues in respect of assignments after completion thereof by the Contractor, except if specifically instructed by SIDBI to act otherwise. In such case, the payment due to the Contractor would be determined on the basis of the last completed milestone as per the program schedule.

For the purpose of this clause:

- i. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
- ii. "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Purchaser.

17. Arbitration

1. Except where otherwise provided for in the contract, all questions and disputes relating to the provisions of this contract shall be settled under the Rules of Indian Arbitration and Conciliation Act, 1996, as amended from time to time within thirty (30) days (or such longer period as may be mutually agreed upon from the date that either party notifies in writing that such dispute or disagreement exists.

2. All disputes and differences arising out of, or in any way, concerning this agreement (except those, the decision whereof is otherwise, hereinbefore provided for) shall be referred for sole arbitration by any person to be nominated by the Chief General Manager, Premises, SIDBI. The venue of Arbitration shall be Lucknow, India and the arbitration proceedings shall be conducted in the English language.. The award of the arbitrator so appointed shall be final and binding on both the

**TENDER DOCUMENT Part I- Prequalification
(To be completed and submitted in Envelope No-1)**

parties and judgment may be entered thereon, upon the application of either party, by any court having jurisdiction.3. Indian laws shall govern this contract.

4. The existence of any dispute(s) or difference(s) or the initiation or continuance of the arbitration proceedings shall not permit the Parties to postpone or delay the performance by the parties of their respective obligations pursuant to this Contract..

18. Jurisdiction

Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceeding arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil jurisdiction in this behalf at Lucknow and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

19. Force Majeure

i. "Force Majeure" shall mean any event beyond the reasonable control of the Bank or the Bidder/ Agency, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.

ii. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances there of within fourteen (14) days after the occurrence of such event.

iii. No delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall

a. constitute a default or breach of the Contract,

b. give rise to any claim for damages or additional cost or expense occasioned thereby,

c. If and to the extent that such delay or non-performance is caused by the occurrence

of an event of Force Majeure,

iv. Notwithstanding clause (iii) above, Force Majeure shall not apply to any obligation of the Bank to make payments to the Agency herein.

DESIRABLE INFORMATION REQUIRED WITH TECHNICAL BID

- a) ISO 9001-2008, ISO 14000, ISO 18000 certified integrated facility management company (if applicable)
- b) SA 8000: 2001 certification regarding social accountability standards (if applicable)
- c) Safety Management System Certification (OMSAS 18001: 2007) (if applicable)
- d) Should be making payment of wages to manpower through bank credit / cheque or as specified by the statutory authorities.

All the above information should be submitted in the enclosed format (Annexure) along with necessary supporting documents duly numbered and signed by an authorised signatory. Applications with insufficient/incomplete documents are liable to be rejected.

The contractors are hereby advised to ensure that they are satisfying the prequalification criteria before purchase/submission of the tender documents. Applications of agencies which do not meet the prequalification criteria shall be rejected.

Submission of false information shall be viewed seriously, and such agencies shall be blacklisted for a period of five years from participating in the tendering process.

ANNEXURE-I

S N o	Eligibility Criteria	Compliance by the bidder	Documents to be enclosed as proof	Documents enclosed by the bidder	Remarks, if any
1	Whether proprietorship firm/ partnership Firm/Public Limited or Private Limited company established under the Companies Act?	Proprietorship firm/ Partnership Firm / Public Limited / Private Limited	To enclose certificate to this effect along with copy of Memorandum & Articles of Association (Copy of Partnership deed and proprietorship registration)		
2	Whether existing at least for the past 5 (Five) years from the date of publication of the advertisement?	Yes / No _____Years	A copy of Certificate of Registration is to be enclosed		
3	Whether Main / Branch office in Lucknow on the date of application?	Yes / No Location: _____	A copy of address proof to be submitted		
4	Whether minimum average annual turnover (out of its PFM services) of Rs.1 (One) crore for the past 3 financial years (FY 2018, 2019 & 2020)? Please Indicate	Yes / No FY 2017-18= Rs._____ FY 2018-19= Rs._____ FY 2019-20= Rs._____	Enclose Certificate from Registered Chartered accountant indicating the turnover out of its General Maintenance and Housekeeping work for the past 3 financial years along with audited financial statement		
5	Whether having net profit for two years in the last three	Yes / No FY 2017-18= Rs._____	Enclose Certificate from Registered Chartered		

**TENDER DOCUMENT Part I- Prequalification
(To be completed and submitted in Envelope No-1)**

	years. If Yes please indicate.	FY 2018-19= Rs. _____ FY 2019-20= Rs. _____	Accountant		
6	Whether satisfactorily executed at least two works of General Maintenance and Housekeeping for building with an area of not less than 50,000 sqft each in the past five years preferably for Central Government / state Government / Public Sector Undertaking / Financial Institute / Autonomous Body/Banks/Large corporate/MNCs ?	Yes / No	Enclose proof of work order and completion certificate from clients (Details may be furnished in Proforma-I)		
7	Whether currently carrying out General Maintenance and Housekeeping work for at least 2 (two) PSUs/Banks/large Multi-National Companies (MNC's) or established Indian corporate at Lucknow with a building of area not less than 50,000 Sq.Ft ?	Yes / No	Enclose work order and certificates/testimonials from the clients (Details may be furnished in Proforma-II)		
8	Whether completed one	Yes / No	Enclose copy of Work Order/TDS		

**TENDER DOCUMENT Part I- Prequalification
(To be completed and submitted in Envelope No-1)**

	General Maintenance and Housekeeping work costing not less than Rs. 58 Lakh per annum or two General Maintenance and Housekeeping work costing not less than Rs. 36 Lakh per annum each in last 3 years ?		certificate issued by the client (Details may be furnished in Proforma-III)		
9	Do you have PAN No and filed Income Tax Return for the last 3 Years (FY 2018 to 2020) ?	Yes / No	Enclose copy of PAN card and Income Tax return duly certified by a Chartered Accountant		
10	Are you registered with tax authorities?	Yes / No	Enclose copy of registration certificate		
11	Do you have valid registration and licenses with following authorities a. Labour Dept b. ESI c. EPF	a. Yes / No b. Yes / No c. Yes / No	Enclose copies of registration certificates issued by the respective authorities.		
12	Have you ever been blacklisted by any PSUs/Banks/large Multi-National Companies (MNC's) or established Indian corporate on the date of application	Yes / No	If not, furnish a declaration		
13	To submit solvency certificate from a scheduled Bank for Rs.18 Lakh, obtained	Yes / No	Enclose a copy of solvency certificate		

TENDER DOCUMENT Part I- Prequalification
(To be completed and submitted in Envelope No-1)

	not earlier than 3 months from the last date of the submission of tender.				
14	Do you have sufficient number of experienced personnel, equipments & machinery to complete the work well in time with superior quality of materials & workmanship as per standard specification?	Yes / No	Attach a list of key manpower, senior management etc.		
15	Are you making a payment of wages to manpower through bank credit / cheque or as specified by the statutory authorities ?	Yes / No	Furnish a declaration		
16	Whether submitted the Integrity Pact duly signed?	Yes / No	Furnish Integrity Pact duly filled in and signed on Proforma-II		
17	Whether Undertaking on letter head duly signed by authorized signatory stating that the information and documents furnished are true and correct is furnished?	Yes / No	Furnish undertaking on Proforma- III		



ANNEXURE-II

STATEMENT OF CREDENTIALS

NOTE: 1. To be filled in and signed by the Partner / Authorized person/Authorized director of respective agency.

2. Incorrect or false information will disqualify the agency.

3. Contractor should support the information with necessary documents.

SIDBI reserve the right to assess capability and capacity of the agency, if necessary, by visiting the sites of their past and present clients.

1. NAME OF THE AGENCY/BIDDER: _____

2. ADDRESS OF REGISTERED OFFICE WITH TEL NO: _____

3. ADDRESS OF LOCAL OFFICE AT LUCKNOW WITH TEL NO: _____

4. DATE OF ESTABLISHMENT: _____

5. CONSTITUTION OF AGENCY/BIDDER (PROPRIETORSHIP/PARTNERSHIP / COMPANY- PVT. LTD./ LTD.) :

6. NAMES OF PROPRIETOR/ PARTNERS/DIRECTORS:

7. AUTHORISED SIGNATORY (Please enclose authority letter/ Power of attorney):

NAME	SIGNATURE
1)
2)
3)

8. NAME OF THE BANKERS & THEIR FULL ADDRESSES :

(Authorised Signatory):_____



TENDER DOCUMENT Part I- Prequalification
(To be completed and submitted in Envelope No-1)

- 1)
- 2)

- 9. a. **WORK CONTRACT TAX REGISTRATION NO:**
- b. **PF REGISTRATION NO:**
- c. **ESIC REGISTRATION NO:**
- d. **CONTRACT LABOUR REGISTRATION:**
- e. **GST REGISTRATION NO:**

(Please enclose copy of proof)

10. PAST WORK/ ORDERS EXECUTED: (Please give details in **Proforma-I**)

11. Please state whether the agency/bidder has paid compensation for

- a. Substandard workmanship
- b. Has met with legal suit of Govt. / Semi-Govt. Department
- c. Whether penalised in Govt. / Semi-Govt. Department

(Suppression of information will be viewed seriously and will be liable to total disqualification of the applicant).

12. CERTIFICATION

- a. ISO 9001-2008, ISO 14000, ISO 18000 certified integrated facility management company- If applicable please enclose certificate.
- b. SA 8000 : 2001 certification regarding social accountability standards- If applicable please enclose certificate.
- c. Safety Management System Certification (OMSAS 18001 : 2007) - If applicable, please enclose certificate.

(Authorised Signatory):_____



**13. DETAILS OF REGISTRATION/EMPANELMENT WITH OTHER PUBLIC SECTOR
ORGANISATIONS / FINANCIAL INSTITUTIONS / BANKS :**

1. _____

2. _____

3. _____

PROFORMA - I

Details in respect of work completed during last 3 years

(one General Maintenance and Housekeeping work costing not less than `58.00 Lakh per annum or two General Maintenance and Housekeeping work costing not less than `36.00 Lakh per annum each in last 3 years)

S.No	Name of Client with address	Short description of work	Name & Contact No. of Dealing Person	Annual contract value (Rs.)	Period of Contract (From-To)	Area of the Premises (SqFt)
1	2	3	4	5	6	7

Note:- Please enclose certified copies of LOI/Work Order/Letter from the client.

(Authorised Signatory):_____

PROFORMA – II

PRE-CONTRACT INTEGRITY PACT

(To be submitted on the letter head along with pre-qualification application duly filled and signed)

(Successful bidder would be required to submit on non-judicial paper of Rs.100/-)

General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____place__ on ---- day of the month of -----, 2020 between Small Industries Development Bank of India a corporation established under Small Industries Development Bank of India Act 1989 (39 of 1989). SIDBI acts as the principal Financial Institution for promotion, financing and development of the MSME sector and coordinates with institutions engaged in similar activities and provides its services through a network of offices located all over India and having its Head Office at 15, Ashok Marg, Lucknow – 226001 (hereinafter called the Employer/SIDBI), which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s _____ represented by Shri _____, Authorized Person (hereinafter called the Bidder/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part. WHEREAS the SIDBI proposes to issue Tender Notice/RFP for Appointment of Contractor for PREMISES AND FACILITY MANAGEMENT SERVICES and the BIDDER/CONTRACTOR is willing to offer/has offered the services and WHEREAS the BIDDER is a private company/public company/ Government undertaking/ partnership/ proprietorship/registered export agency (as applicable), constituted in accordance with the relevant law in the matter and the SIDBI is a corporation set up under an Act of Parliament.

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

Enabling the SIDBI to obtain the desired said services 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 SIDBI will commit to prevent corruption in any form by its officials by following transparent procedures.

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

Commitments of the SIDBI

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

1.2. The SIDBI will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3. All the officials of the SIDBI will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

Commitments of BIDDERS

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

3.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the SIDBI, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe , gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SIDBI or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5. The BIDDER, 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 SIDBI or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agreed upon for such payments.

3.6. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.7. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.8. The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on to others, any information provided by the SIDBI as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.9. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.10. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.11. 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 SIDBI or

alternatively, if any relative of the officer of the SIDBI has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.

3.12. 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 SIDBI.

4. Previous Transgression

4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

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

5. Earnest Money (Security Deposit)

5.1. While submitting the bid, the BIDDER shall deposit Earnest Money, with the SIDBI through Bank Draft or a Pay Order in favour of SIDBI, payable at Lucknow.

(ii) Selected Contractor will deposit an amount of Rs.... lakh towards Performance Security Deposit by a confirmed bank guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the SIDBI immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the SIDBI shall be treated as conclusive proof of payment. **No payment shall be released till the BG is submitted.**

5.2. The Security Deposit shall be valid for a period of Two years OR the complete conclusion of the contractual obligation to the complete satisfaction of both the SIDBI and bidder.

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

6. Sanctions for Violations

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

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

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

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

(iv) To encash the bank guarantee/Security Deposit, furnished by the BIDDER.

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

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

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

(ix) Forfeiture of Performance Bond, if any in case of decision by the SIDBI to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

7. Blank

7.1. Blank

8. Independent External Monitors (IEM)

8.1. The SIDBI has appointed, Shri Nageshwar Rao Koripalli, IRS (Retd.) as an Independent External Monitor (hereinafter referred to as IEM) for this Pact in consultation with the Central Vigilance Commission.

8.2. The task of the IEM shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3. The IEM shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.

8.4. Both the parties accept that the IEM have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5. As soon as the IEM notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the SIDBI.

8.6. The BIDDER(s) accepts that the IEM has the right to access without restriction to all Project documentation of the SIDBI including that provided by the BIDDER. The BIDDER will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The IEM shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality

8.7. The SIDBI will provide to the IEM 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 IEM the option to participate in such meetings

8.8. The IEM will submit a written report to the designated Authority of the SIDBI within 8 to 10 weeks from the date of reference or intimation to him by the SIDBI/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provision of this Pact or payment of commission, the SIDBI 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.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction shall be Lucknow.

11. Other Legal Actions

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

12. Validity

12.1. The validity of this Integrity Pact shall be from date of its signing and extend up to 2 years or the complete execution of the contract to the satisfaction of both the SIDBI and the BIDDER/CONTRACTOR, including warranty period, whichever is later in case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of its signing.

12.2. Should one or several provisions of the Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this integrity Pact, at _____ on ____

SIDBI
Name of the Officer
Designation
SIDBI

BIDDER
Authorized Signatory

Witness
1. _____
2. _____

Witness
1. _____
2. _____

PROFORMA - III

Undertaking

(To be submitted on the letter head along with pre qualification application, duly filled and signed)

NAME OF WORK: - TENDER FOR ANNUAL MAINTENANCE CONTRACT FOR GENERAL MAINTENANCE AND HOUSEKEEPING AND ELECTRICAL MAINTENANCE OF SIDBI'S HEAD OFFICE BUILDING AT SIDBI TOWER, LUCKNOW

I, the undersigned Shri. _____, authorized signatory of M/s _____ are submitting our application/offer in response to the tender notice having no. 314/2022/1657/HO1/Premises published by SIDBI, Lucknow on September 01st, 2021 for the captioned work. Our application/offer is supported with requisite information and documents/testimonials. We hereby submit this undertaking that the said information and documents submitted along with the application/tender are true and correct.

We are also aware that SIDBI may carry out its verification and reject our application/tender if the same is found to be false/incorrect.

Date: -

Place: -

Name and sign of the authorized signatory: - _____

Name and seal of the agency: - _____

(Authorised Signatory): _____