

**Small Industries Development Bank of India (SIDBI)
APV, New Delhi Office**

Request for Proposal (RfP)
For
Selection of Security Agency

RfPNo.: SIDBI/APV/NDO/2018/01

dated 30/01/2018

**SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA
Ground Floor, Videocon Tower, Jhandewalan Extension,
E-1, Rani Jhansi Road, New Delhi -110055**

Invitation to Bid

1. DEFINITIONS

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

1.1 The "Bank" means Small Industries Development Bank of India (SIDBI);

1.2. The "Security Agency" means the sole proprietary concern or partnership firm or company providing or intending to provide Security Services under this Contract;

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

1.4. The "Services" means those services ancillary to providing security services & any other incidental service related to security.

1.5. The "Site" means primarily the New Delhi Office of Small Industries Development Bank of India located at **Ground Floor, Videocon Tower, Jhandewalan**

Extension, E-1, Rani Jhansi Road, New Delhi -110055, or any other office/ location as may be decided by SIDBI.

2:Introduction and Requirement

Small Industries Development Bank of India (SIDBI), New Delhi Office invites offers from Security Agencies to provide Security Services for its office / Residential Premises at New Delhi /National Capital Region. The Agency will be required to provide security guards for round-the-clock security on 8 hourly shifts each day on 24x7 basis for the above premises. The estimated cost for the assignment is `36.00 lakh p.a.

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

The quotations should be submitted in two parts described as under:

A. Part I (Technical Bid) in a sealed cover for empanelment of Security Agencies based on prequalification criteria

B. Part II (Price Bid) in a sealed cover

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

The applications in the prescribed Format (Technical bid & Financial bid) should be submitted along with all supporting documents like copies of latest Income-Tax return filed, list of work completed / in hand with their value during last 5 years, work completion certificates, list of personnel available, details of registration / empanelment with different institutions, financial turnover, etc. The applications should reach **The DGM (APV), SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA, Ground Floor, Videocon Tower, Jhandewalan Extension, E-1, Rani Jhansi Road, New Delhi -110055** on or before **20/02/2018 upto 15.00 Hrs.**

Technical Bid (Annexure I) consists of the following:

- I.** Application - (Format I)
- II.** List of works executed and works in hand - (Format II A & II B)
- III.** Details of empanelment with other institutions - (Format III).
- IV.** Details of Resources (manpower) and infrastructure facilities available -(Format IV)
- V.** Financial information (turnover / profit & loss, etc.) during last three years – (Format V)
- VI.** A copy of IT Return filed for the last FY (2016-17) is to be submitted along with computation of income.

Price bid : To be submitted as per the format given in **Annexure II**.

3. ELIGIBILITY CRITERIA (Pre-qualification criteria)

a. The Security Agency should be based in DELHI/NCR and shall be having **at least 100 guards on its roll.**

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

c. The Security Agency should have satisfactorily executed one contract of similar nature, costing at least **`28.80 lakh p.a. (80% of estimated cost of work) or 2 contracts of similar nature costing at least `18 lakh p.a. (50% of estimated cost of work)** each in last 3 years (ending with the last date for receipt of applications). [Attach proof for the above].

d. The **Security Agency** should have a professional reputation and the quality of service rendered by it should be of acceptable standard. The work assigned to it should

have been completed within the prescribed time. SIDBI may inspect the works of the Agency to assess quality and other parameters.

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

(i) Average Financial turnover of the last three financial years should **not be less than `1 Crore.**

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

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

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

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

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

4. Bidding Information:

Purpose and Duration	Selection of "Agency" for providing Security Services for a period of 2 years from April 01, 2018 to March 31, 2020 subject to renewal for another one year thereafter at the sole discretion
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	<p>of the Bank (However, continuance of contract will be subject to Performance Review done by appropriate authority of the Bank from time to time).</p>
Earnest Money Deposit (EMD)	<p>₹46,000/- in the form of a demand draft/pay order/ banker's cheque in favour of Small Industries Development Bank of India and payable at Delhi or by direct credit to SIDBI's bank account through RTGS/NEFT (in case of direct credit, SIDBI's bank details will be provided on request), along with the Technical Bid.</p>
Security Deposit (SD)	<p>The Security agency selected through the tendering process would be required to deposit interest free security deposit (SD) of about ₹1,87,000/- (Rupees one lakh eighty seven thousand only) (the exact amount of SD will be worked out based on the annual total contract value to the Bank) within fourteen days of notice of the award of the contract either in the form of a demand draft/pay order/ bankers cheque in favour of Small Industries Development Bank of India, payable at Delhi or by direct credit to SIDBI's bank account through RTGS/NEFT (in case of direct credit, SIDBI's bank details will be provided on request).</p>
Last Date of Submission of Bids.	<p>20/02/2018 by 15:00 hrs</p>
Clarifications	<p>The pre-bid meeting for clarifying the tender conditions, specifications, procedure for procurement, etc., will be held on 13/02/2018 at 15:30 hours at SIDBI, Ground Floor, Videocon Tower, Jhandewalan Extension, E-1, Rani Jhansi Road, New Delhi -110055. The interested agencies may submit their queries, in writing or through email to premises_del@sidbi.in in the matter, if any, sufficiently in advance, at least 3 days before the date of pre-bid meeting, to advise clarifications by SIDBI 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.</p>

Public Procurement Policy	Annexure IV may please be referred to.		
Bid Validity	03 months from the date of submission of bids, i.e. 20/05/2018		
Address for submission of Bids	The Deputy General Manager (APV), SIDBI, Ground Floor, Videocon Tower, Jhandewalan Extension, E-1, Rani Jhansi Road, New Delhi -110055		
No. of Envelopes (Non window, sealed)	<p>02 (Two), Non-window sealed as under:</p> <p>1st Envelope: Superscribing "OFFER FOR SECURITY SERVICES – RfP No.: SIDBI/APV/NDO/2018/01 dated 31/01/2018 - Technical Bid", containing:</p> <ol style="list-style-type: none"> 1. A demand draft/pay order/ banker's cheque or the reference No./UTR No. in case of direct credit to SIDBI's bank account through RTGS/NFFT for ₹46,000/-. 2. Technical Bid details as per formats given in Annexure I. 3. Bank Mandate Form as per format given in Annexure III. <p>2nd Envelope: Superscribing "OFFER FOR SECURITY SERVICES – RfP No.: SIDBI/APV/NDO/2018/01 dated 30/01/2018 - Price Bid" containing price bid as per format given in Annexure II.</p>		
Date and time of opening of Price Bids	Price bids will be opened in the presence of those short listed Agencies who choose to be present at the time and date which would be notified only to the short listed Agencies.		
Contact Details	The Deputy General Manager (APV), SIDBI, Ground Floor, Videocon Tower, Jhandewalan Extension, E-1, Rani Jhansi Road, New Delhi -110055		
Name (S/Sh.)	Designation	Phone	E-mail
Amit Rai / Tulsi Das	AGM / Mgr	011-23600949 / 23600971	amitrai@sidbi.in/ tulsi@sidbi.in
General Mail			prem_del@sidbi.in

5. INSTRUCTION TO AGENCIES

- i. Any clarification to be sought by the Agency should be done on or before the stipulated date.
- ii. At any time prior to the deadline for submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment and notification thereof.
- iii. Amendment notification, if any, shall be hosted on SIDBI Website (www.sidbi.in)/<http://eprocure.gov.in/> by way of letter to prospective bidders.
- iv. In order to allow prospective Agency reasonable time to take the amendment, if any, into account for preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.
- v. In case of any clarification required by Bank to assist in the examination, evaluation and comparison of bids, Bank may, at its discretion, ask the Security Agency for clarification. However, no change in the price or substance of the bid shall be sought, offered or permitted.
- vi. It would be the responsibility of the Security Agency representative to be present at the venue of opening of Bids.
- vii. 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 complete bid document and not section wise.
- viii. 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.
- ix. Deviations, if any, to the terms of the RfP should be annexed separately to the Technical bid.

6. BID VALIDITY:

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

7.Modification And/Or Withdrawal of Bids

Bids once submitted will be treated as final and no further correspondence in this regard will be entertained. No Security Agency shall be allowed to withdraw the bid. Bank has the right to reject any or all the bids received without assigning any reason whatsoever. However, Bank, on the request of the bidders / interested agencies may furnish the reasons for rejecting the tender. Bank shall not be responsible for non-receipt / non-delivery of bid documents due to any reason whatsoever.

8.TENDER METHODOLOGY, BID EVALUATION & AWARD OF CONTRACT

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

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

iii. In the second phase, **2nd envelope containing price bids** of the Agencies short listed in the first phase shall be opened. The representative(s) of agencies may like to be present during Price bid opening. **Date and time of opening of the price bids shall be advised only to the Agencies that are shortlisted in the first phase of evaluation.**

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

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

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

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

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

10.SCOPE OF WORK AND RELATED CONDITIONS

- a) The agency shall arrange to provide at least **12 No. security guards on 8 hourly shift on 24x7 basis** for SIDBI Office / flats located at Delhi / NCR on all the 365 days in a year.
- b) **The Bank reserves the right to increase / decrease the number of guards or may request for immediate requirement of security guards based on its requirement and the payment will be made accordingly.**
- c) The Security Agency will undertake to provide trained personnel in three shifts, consisting of eight hours each.
- d) 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.
- e) The Security Agency should also provide reliever so that all the guards get weekly holiday as per the prevailing applicable law.

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

- I.** guarding and patrolling duties in the Bank's Office & residential premises at New Delhi /NCR including various other installations/furniture/fixture located inside.
- II.** preventing unauthorized entry into the Bank's premises.
- III.** safeguarding the Bank's property, electrical/civil installations (viz., water pipes, pumps, electric meters, telephones/electric cables, etc., and all other furniture and fixtures).
- IV.** preventing / maintaining a close vigil on encroachments, if any.
- V.** The 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.

VI. 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.

VII. 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.

VIII. 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 Bank and they shall not raise any industrial dispute, either directly and / or indirectly, with or against Bank in respect of any of their service conditions or otherwise.

IX. The Security Agency shall abide by the Government of India (Ministry of Labour) rules and regulations and all other Statutory Acts/Regulations and rules relevant and applicable to this contract including Works Contract Act, Minimum Wages Act, Provident Fund Act, ESI, etc., and shall indemnify Bank against and damages arising out of the default on the part of 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.

X. 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.

XI. 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.

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

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

XIV. The Security Agency shall ensure:

- a. That all instructions, guidelines and specifications issued to the Security agency by Bank are clearly and effectively communicated by the Security agency to its employees and personnel;
- b. That all instructions, guidelines and specifications are strictly adhered to by the employees and personnel of the Security agency so that reputation of Bank is not damaged during the entire contract period.
- c. That the Security agency and / or its employees and / or personnel shall not violate any laws and / or regulations, whether Central or State.

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

12. Venue

The security service shall be provided normally at Bank's premises (Office / Quarters) at Delhi / NCR and/or at any other place as approved by the Bank.

13. Pre-bid Clarifications

- The intending Agency may send their queries by email to **premises_del@sidbi.in** by **February 10, 2018 up to 15.30 hrs.** which will be clarified in the Pre-bid meeting (to be held **on February 13, 2018 at 15.30 hours.** No request for change in date of pre-bid meeting will be entertained. No fresh queries will be entertained after the pre - bid meeting.
- The interested Agencies are advised to inspect the site/nature of service required in this regard and satisfy themselves before submitting their bids. A Security agency shall be deemed to have full knowledge of the site/ nature of services to be provided, whether it inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed.

14. Rates

a. The Security agency shall ensure payment of minimum wages (as per the Central Govt labour laws applicable as on October 01, 2017 for Delhi / NCR) and amended from time to time to the workmen employed by it. It shall maintain a register of wages and shall issue a wage slip to every workman employed by it and obtain their signature or thumb impression on the wageslips. A copy of such wage slip shall be submitted to the Bank after every payment to the workmen.

b. In Price Bid format (**Annexure II**), the minimum monthly wages prevailing as per Central Govt labour laws are already quoted and the bidders have to quote only their security service charge in percentage. The bidder quoting the lowest service charge will be awarded the contract subject to fulfilling the other terms of the contract.

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

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

17. TERMS OF PAYMENT: The payment terms of the Bank are as under:

a) 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. All the payments including refund of EMD will be made by Bank, New Delhi Office, electronically through RTGS/ NEFT. All the Agencies should submit duly filled-in & signed [by authorized signatory and Security agency's banker] Bank Mandate Form as per format prescribed in **Annexure – III**.

b) At the time of claiming the payments including refund of EMD, 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.

c) The Security agency must accept the payment terms proposed by the Bank. The price bids 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.

18. EARNEST MONEY DEPOSIT (EMD) AND SECURITY DEPOSIT (SD):

- a) The Security agency submitting the bids will have to deposit **EMD of ₹46,000/- (Rupees forty six 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 New Delhi or by direct credit to SIDBI's bank account through RTGS/NFFT (in case of direct credit, SIDBI's bank details will be provided on request), along with the Technical Bid. The unsuccessful **Agency will be refunded the EMD within the 10 working days from the date of final decision** of Bank regarding the contract except on account of exigencies beyond Bank's control.
- b) Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- c) If the successful bidder fails to accept the LOI / sign the contract or expresses inability to carry out the contract or fails to start the work within stipulated time, the Bank shall forfeit EMD of the bidder and ban the Security agency from subsequent bidding for a period of 3 years.
- d) The Security agency selected through the tendering process would be required to deposit interest free security deposit (SD) of about **₹1,87,000/- (Rupees one lakh eighty seven thousand only)** (the exact amount of SD will be worked out based on the annual total contract value to the Bank) within fourteen days of notice of the award of the contract either in the form of a demand draft/pay order/ bankers cheque in favour of **"Small Industries Development Bank of India"**, payable at Delhi 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).

19. Quotation and Process of Selection

- a) Interested Agency will be required to submit their offer in 2 bids, viz. "Technical bid" and "Price bid" in the format indicated in Annexure I & Annexure II. Both the bids will be required to be put in separate sealed covers with superscription "Technical Bid" and "Price Bid" which will again be put in another sealed cover with superscription **"OFFER FOR SECURITY SERVICES"** addressed to **The Deputy General Manager (APV), SIDBI, Ground Floor, Videocon Tower, Jhandewalan Extension, E-1, Rani Jhansi Road,**

New Delhi -110055. The cover will be required to be handed over at Reception, Ground Floor, Small Industries Development Bank of India (SIDBI), Videocon Tower, Jhandewalan Extension, E-1, Rani Jhansi Road, New Delhi -110055 on or before **15:00 hours on 20/02/2018.** Offer sent through mail/fax/post/courier will not be accepted

- b)** The quotation (Technical Bid only) will be opened by an in-house committee.
- c)** The Agency who satisfy the criteria will only be considered for further tendering process and their price bid will be opened in their presence, if they choose to be present at that time.

20. 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.

21. Agreement

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

22 . Use of Contract Documents and Information

- a.** The Security agency shall not, without the Bank's prior written consent, disclose the Contractor 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.
- b.** 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.

23. 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.

24. Applicable laws

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

b) 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.

25. Force majeure

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

II. If a Force Majeure situation arises, the 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.

26. Resolution of Disputes

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

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

III. 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.

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

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

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

VII. Any dispute between the 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. 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.

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

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

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

d. The Agency shall be solely responsible for carrying out the job entrusted to them and in case of any accident resulting in death or injury or otherwise risk to the person engaged by the Agency for carrying out the said job, the Bank shall not be liable for any compensation, damages, loss, etc., as the case may be. The persons / guards engaged for performing these security job shall be responsible for their acts and omissions to the Agency.

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

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

g. The Agency shall be solely responsible for all injury to the workmen and for all damages caused to the building and other properties that may occur due to negligence, carelessness, accidental or any other reasons whatsoever. The Agency shall fully indemnify SIDBI and hold SIDBI harmless in respect of all and any such expenses arising from all such injury or damages to any person(s) or property as aforesaid and also in respect of any claim made in respect of injury or damage under any act of compensation or damage consequent upon such claim.

h. Payment of salaries / wages due to the Agency's employees shall be made by the Agency, preferably by direct credit to their Bank account, on or before the seventh of every month. The necessary salary / wages payment vouchers shall be open to SIDBI's

inspection which shall be carried out by SIDBI's authorised representatives and the same shall be verified by him. In case of default on Agency's part to pay the salaries / wages to its employees, SIDBI shall have the right to demand such payments to the Agency's employees or to recover the same from the bills submitted by Agency.

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

j. 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.

k. 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.

l. 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.

m. 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.

n. 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.

o. The Bank will not be responsible or liable in case of any dispute arising between the Agency and the guards employed by the agency for carrying out the security services and no relationship of Employer and Employee shall come into existence between the Bank and the Agency or guards for which all responsibilities shall vest with the Agency alone.

p. That the 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.

q. The successful bidder/agency shall

1. ensure that all persons employed by it, for the purposes of 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 person or any other things. The Agency shall be responsible to keep them suitably insured during the contract period at agency's cost.

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

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

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

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

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

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

t. It is the obligation of the Agency to cover its employees under the ESI and EPF and

u. the Agency shall submit to SIDBI the proof (with names) of each such payment made to the authorities concerned.

- v. Maintenance of all types of records in respect of employees employed by the Agency should be its own responsibility.
- w. The Agency will be required to submit an Undertaking as per the format given in **Annexure V** along with the monthly bill and the bill will be settled only thereafter.

27. Code of conduct for Security Guards

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

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

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

Date : _____ Signature and seal of the Agency

Place:

ANNEXURE – I

THE FORMAT FOR TECHNICAL BID

(Format I)

Application form

**APPLICATION FOR PROVIDING SECURITY SERVICE AT SIDBI (Office / Residence)
in DELHI/NCR**

SI no.	Particulars	Details to be filled in by the Agency
1	Name and address of the Security agency, including contact numbers	
2	Nature of constitution of Security agency (whether proprietary/ Company/partnership, furnish full details)	
3	Year of Establishment	
4	Organisation profile	
5	Whether agency is a Micro/Small Enterprise (MSE)	Yes/No

6	Name of the Proprietor/Managing Partner/Director I) Telephone/Mobile No. II) Fax No./E-mail id	
7	Income Tax PAN No. (Enclose copy of PAN Card and latest income tax Return filed)	
8	GSTIN (Attach copy of Registration)	
9	Name and address of the Bankers	
10	Detailed description and value of work done in past five years and works in hand (to be furnished in the format IIA & IIB)	Yes/No
11	Details of Registration/empanelment with Govt. Departments/Banks/FIs/PSUs (to be furnished in format III)	Yes/No
12	Details of resources (manpower, etc.) and other infrastructure facilities available (To be furnished in format IV)	
13	Financial information (details to be furnished in format V) (a) Average Financial turnover during last three financial years (b) Whether the agency is in profit at least in one financial year during last three financial years lakh Yes/No
14	Whether the applicant was blacklisted by any client/agency	Yes /No If yes, please furnish details
We hereby authorize Bank (SIDBI) to contact the references, as per their requirement, cited in our technical bid/enclosures for obtaining the information in this regard.		
Signature		
Name		

Date
Seal

(Format II A)

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

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

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

(Format II B)

Particulars in respect of similar services in hand

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

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

(Format III)

Details of empanelment with other institutions

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

Please enclose the copies of letter of empanelment of each organization

(Format IV)

Details of Resources (Manpower & Infrastructure Facilities)

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

(Format V)

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

S N o	Financial Year	Annual Turnover (in Rs. lakh)	Profit / Loss (in Rs. lakh)	Net Worth (in Rs. lakh)	Documents Enclosed as proof

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

A copy of IT Return filed for the last FY (2016-17) is to be submitted along with computation of income.

ANNEXURE – II

**The Dy. General Manager (Administration & Premises Vertical),
Small Industries Development Bank of India,
Videocon Tower, Ground Floor,
E-1, Rani Jhansi Road,
Jhandewalan Extension,
New Delhi-110055**

**Format of Price Bid
Selection of Security Agency**

RfP No.: SIDBI/APV/NDO/2018/01dated30/01/2018 - Price Bid

Rate (₹) (excluding GST and including all other applicable taxes/costs) per Security Guard (unskilled) per month for 8 hours duty per day on 24X7 basis (with reliever) as per the minimum monthly wages in terms of Central Govt labour laws applicable as on October 01, 2017 for providing 12 numbers unskilled security guards for office / residential premises of the Bank at New Delhi and NCR .			
Location			No. of (Unarmed) Security Guard for @ 8 hrs duty
New Delhi Office, Ground Floor, Videocon Tower, Jhandewalan Extension, E-1, Rani Jhansi Road, Delhi-110055			3
C-40, Inderpuri, New Delhi			3
C-82, Inderpuri, New Delhi			3
SIDBI Officers' Flats, Plot no. B-21,22, 80,81 & 82, Ramprastha Colony, Ghaziabad (UP)			3
SI No.	Particulars	Monthly payment per Security Guard(₹)	Remarks
I	Minimum wages as per Central Government rules including VDA for 26 days applicable as on 01/10/2017	16,978.00	Minimum wages is at the rate of `653/- per day including VDA
ii	ESI	806.45	@ 4.75% of (i)
iii	EPF	2,234.30	@ 13.16% of (i)
iv	Reliever charges (weekly off days wages)	2,830.23	@16.67% of (i)

v	Bonus	1,414.26	@ 8.33% of (i)
vi	Sub Total	24,263.24	
vii	Security Service Charges (in %) on vi		(please quote service charges on percentage)
viii	Total (vi+vii)		

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

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

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

Date:

SIGNATURE

Name of the authorised signatory and Seal of Agency

Organization :

Authorised Signatory:

Name:

Designation:

Phone:

Email id:

Seal

Annexure - III

BANK MANDATE FORM

(To be submitted in Duplicate)

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

1. Name of Borrower / vendor / supplier : _____

Vendor Code (if applicable) _____
 2. Address of the Borrower / vendor / supplier : _____

City _____ Pin Code _____
 E-mail id: _____
 Phone No. with STD code: _____
 Mobile No.: _____
 Permanent Account Number _____
 MSE Registration / CA Certificate _____
 (if applicable)3. **Particulars of Bank account:**

Beneficiary Name			
Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
Account type	Saving	Current	Cash Credit
Account No.	(as appearing in the Cheque book)		
(Code number appearing on the MICR¹ 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 ²	For RTGS transfer		For NEFT transfer

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

Place : _____
 Date : _____ Signature of the party / Authorized Signatory

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

Bank's stamp : _____
 Date : _____
 (Signature of the Authorized Official from the Banks)

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

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

Public Procurement Policy

RfPForSelection of Security Agencydated 30/01/2017

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 upto 20% of the contract value of any goods or services from MSEs. Further, the Bank reserves the right to procure part work/services (about 4% out of above 20%) to MSEs owned by SC and ST entrepreneurs, if found suitable. Provided these MSEs quoting price within the price band of L1 +15% & bringing down their price to L1 price, in a situation where L1 price is from someone other than MSEs. In case of more than one such MSEs, the supply shall be shared proportionately at the discretion of the Bank.
4. Further, such MSEs would also be entitled for tender sets free of cost and exemption from payment of earnest money deposit. In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances.
5. Agencies desirous of availing preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RfP.

* * * *

Annexure V

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

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

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

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

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

SECURITY AGENCY

Authorised Signatory

Name of Agency

Seal _____