



भारतीय लघु उद्योग विकास बैंक

Small Industries Development Bank of India

प्रशासन एवं परिसर उद्-भाग, 10 वां तल, आत्मा राम हाउस,

1, टॉलस्टॉय मार्ग, नई दिल्ली - 110001

Administration & Premises Vertical, 10h Floor, Atma Ram House,

1 Tolstoy Marg, New Delhi – 110001

नई दिल्ली स्थित कार्यालय भवन और दिल्ली-एनसीआर में आवासीय क्वाटर्स / फ्लैट्स में सुरक्षा सेवा प्रदान करने हेतु एजेंसी के चयन के लिए निविदा।

TENDER FOR SELECTION OF AGENCY FOR PROVIDING SECURITY SERVICES AT SIDBI OFFICE AND RESIDENTIAL QUARTERS / FLATS IN DELHI-NCR

निविदा संख्या : 2021/1622/NDO/Premises

Tender No. : 2021/1622/NDO /Premises

(भाग I - पूर्व-अहर्ता बोली / Part I - Prequalification Bid)

प्रस्तुत करने की अंतिम तिथि 13.04.2021 को सायं 3 बजे तक /

LAST DATE OF SUBMISSION 13.04.2021 UPTO 1500 Hrs.

को जारी किया गया :-

Issued to: -

महाप्रबंधक / The General Manager

भारतीय लघु उद्योग विकास बैंक (सिडबी),

Small Industries Development Bank of India (SIDBI)

प्रशासन एवं परिसर उद्-भाग, 10 वां तल, आत्मा राम हाउस,

10th Floor, Administration & Premises Vertical, Atma Ram House,

1, टॉलस्टॉय मार्ग, नई दिल्ली - 110001

1 Tolstoy Marg, New Delhi - 110001

फोन नंबर / Phone No.: 011 2344 8300 / 8435

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| BID CALENDAR | | |
|---------------------|--|--|
| 1. | Date of commencement of bidding | 23.03.2021 |
| 2. | Sale of Tender Document | 23.03.2021 to 12.04.2021 between 10.00 a.m. to 6.00 p.m. (working days only) and between 10.00 a.m. to 3.00 p.m. on 13.04.2021 |
| 3. | Pre-Bid meeting with Bidders (date and time) | 07.04.2021 15:00 hr. |
| 4. | Last date and time for closure of bidding and receipt of Bid Documents | 13.04.2021 15:00 hr. |
| 5. | Date and Time of Prequalification and Technical Bid Opening | 13.04.2021 17:00 hr. |
| 6. | Estimated cost for the work for One year | Rs.60.00 Lakh (excl. GST) |
| 7. | Tender Fees | Nil |
| 8. | Earnest Money Deposit Amount | Bid Security Form (Proforma VI) or Rs.70,000.00 |
| 9. | Place of opening of Bids | Small Industries Development Bank of India (SIDBI), 10 th Floor, Administration & Premises Vertical, Atma Ram House, 1 Tolstoy Marg, New Delhi - 110001 |
| 10 | 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:- Prequalification & Technical Bids will be opened in the presence of Bidders who choose to attend as above.

TENDER NOTICE

SIDBI invites offers (Prequalification cum Tenders) from well-established security agencies for providing round the clock security for its office building at **1st to 4th, 10th & 11th Floors at Atma Ram House, 1 Tolstoy Marg, New Delhi and its various residential quarters/ flats at Delhi-NCR** for a period of two years from the date of award of the contract subject to a satisfactory performance review after one year. The estimated annual cost for the contract comes out to be around Rs.60.00 Lakh (excl. GST). The contract is extendable for another one year subject to satisfactory performance of the agency after two years on the same terms and conditions and hikes in management fees up to 10% as may be decided by the Bank. However, the minimum wages will be as per the Govt. Circulars updated from time to time.

Interested agencies may obtain the tender documents at the following address:

**The General Manager
Small Industries Development Bank India (SIDBI)
10th Floor, Administration & Premises Vertical
Atma Ram House, 1 Tolstoy Marg, New Delhi - 110001
Phone No.: 011 2344 8300 / 8435**

The tender document can also be downloaded from our website www.sidbi.in. or from CPP Portal <http://eprocure.gov.in/cppp>.

- i. If any clarification is required by the tenderer, the same can be discussed during the 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.**
- ii. Tenderers are advised to go through this tender document carefully as well as visit the Bank's office premises at 1st to 4th, 10th & 11th Floors at Atma Ram House, 1 Tolstoy Marg, New Delhi and its various residential quarters/ flats at Delhi-NCR before submission of tender.
- iii. The duly filled-in and sealed tender documents, including a complete set of supporting documents in three separate envelopes as indicated below, may be submitted to the General Manager (Administration & Premises Vertical), SIDBI, at the address stated above.
- iv. **Envelope-1 (superscribed "OFFER FOR SECURITY Tender: Pre-Qualification Bid")**
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 will not be considered.
- v. **Envelope-2 (superscribed "OFFER FOR SECURITY Tender: Technical Bid")**
The Complete set of tender document Part II (Technical bid including **Annexures**) duly signed by the tenderer on all pages as a token of acceptance.
- vi. **Envelope-3 (superscribed "OFFER FOR SECURITY 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.

The above three envelopes duly sealed and kept in a bigger envelope superscribing "**OFFER FOR SECURITY SERVICES,**" duly sealed should be dropped in the tender box kept on 10th Floor of the building mentioned above near reception before the due date and time.

- vii. EMD will not bear any interest.
- viii. 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 an award of work or sign and execute the contract on acceptance of his tender. EMD shall also be liable for a forfeiture in case the agency/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. The EMD of successful bidder shall be returned on submission of Performance Bank Guarantee of Rupees Lakh towards security deposit as per the guidelines of the Bank. **(Please refer to para 5 of Technical Bid). Format of Performance Bank Guarantee will be provided to the successful bidder.**
- ix. Completed tender documents may be dropped in the tender box kept on the 10th Floor of the building mentioned above near the security guard before the due date and time. If it is voluminous, the same can be handed over in person before the scheduled date & time to the dealing officers viz.. S/Shri Amit Rai, AGM; Tulsi Das, Manager or Hariom, Assistant Manager in the Administration & Premises Vertical at the above mentioned address.
- x. The selection process consists of three phases viz. 1) Prequalification, 2) Technical Evaluation and 3) Commercial Evaluation.
- xi. Envelope No. 2 will be evaluated of only eligible and prequalified agencies/contractors, and Envelope No. 3 will be opened only for prequalified & Technically Qualified agencies and considered for further evaluation. The decision of SIDBI will be final in this regard.
- xii. The offers submitted shall be valid for 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:23.03.2021

**General Manager
Administration & Premises Vertical**

Text of Advertisement issued in Newspapers



PRE-QUALIFICATION CUM TENDER NOTICE

SIDBI invites offers (Pre-Qualification cum Tenders) for the following services for its Office Building at Atma Ram House, 1, Tolstoy Marg, New Delhi- 110 001 and residential premises in Delhi / NCR:

1. Premises & Facility Management Services (PFMS)
2. Security Services

The details may please be seen on SIDBI's website <https://sidbi.in/en/tenders> or Central Public Procurement Portal (CPP Portal) or can be obtained from Assistant General Manager, APV, Small Industries Development Bank of India, 10th Floor, Atma Ram House, 1, Tolstoy Marg, New Delhi- 110 001, Phone – 011-23448300 / 435 / 467 / 499. Modification / Corrigendum if any, will be issued in SIDBI's website and CPP Portal. All the intending agencies should take note of the same.

Last date for submission of completed documents is upto 3:00 PM on April 13, 2021.



पूर्व-अर्हता सह निविदा सूचना

सिडबी, आत्मा राम हाउस, 1, टॉलस्टॉय मार्ग, नई दिल्ली-110 001 स्थित अपने कार्यालय भवन और दिल्ली/एनसीआर में स्थित आवासीय परिसरों हेतु निम्नलिखित प्रस्ताव आमंत्रित करता है:

1. परिसर और सुविधा प्रबंधन सेवाएं (पीएफएमएस)
2. सुरक्षा सेवाएं

इसका विवरण सिडबी की वेबसाइट <https://sidbi.in/en/tenders> अथवा केंद्रीय सार्वजनिक खरीद पोर्टल (सीपीपी पोर्टल) पर देखा जा सकता है या इसे सहायक महाप्रबंधक, एपीवी, भारतीय लघु उद्योग विकास बैंक, आत्मा राम हाउस, 1, टॉलस्टॉय मार्ग, नई दिल्ली-110 001, फोन-011-23448300 / 435 / 467 / 499 से प्राप्त किया जा सकता है। यदि कोई आशोधन/शुद्धिपत्र होगा, तो सिडबी की वेबसाइट और सीपीपी पोर्टल में जारी किया जाएगा। सभी इच्छुक एजेंसियाँ इसे नोट कर लें।

पूर्ण दस्तावेज जमा करने की अंतिम तिथि अप्रैल 13, 2021 को अपराह्न 3:00 बजे तक है।

LETTER OF OFFER

Date:

**The General Manager
Small Industries Development Bank India (SIDBI)
10th Floor, Administration & Premises Vertical
Atma Ram House, 1 Tolstoy Marg, New Delhi - 110001**

Dear Sir,

**SECURITY SERVICES CONTRACT FOR
SIDBI OFFICE AND RESIDENTIAL QUARTERS / FLATS IN DELHI-NCR**

Having visited your office building premises and residential quarters / flats and examined the tender documents, specifications and schedule of work to be carried out, 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. If 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 a 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. Prequalification 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

(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 a sealed cover, each marked as envelop no. and content, **super scribed with the name of the work as mentioned above on each envelope.**
2. Tenders are to be filled in the prescribed form, which can be obtained from the Bank's office at New Delhi.
3. While submitting the bid, the BIDDER shall deposit Earnest Money Deposit (EMD) by way of Bank Draft drawn in favour of SIDBI, payable at New Delhi.
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 to 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 subject to satisfactory performance of the agency after two years on the same terms and conditions and hike in management fees up to 10% as may be decided by the Bank. 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. Currently, the Contactor has to depute its staff, as mentioned in the tender. However, the agency/ contractor is bound to provide the manpower at the quoted cost in future as and when required during the tenure of the contract.
7. 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.
8. 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.
9. As regard the price bid, i.e. Part-III of the tender document, the Bidder should quote the profit anticipated in terms of percentage of the total annual contract value, uniform charges etc. As per the details given in the format of Financial Bid- Part III.
10. The employer is not liable to pay any interest on the earnest money.
11. **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.**
12. 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.
13. On acceptance of the tender, the name of the authorized representative(s) of the agency/contractor who would be responsible for taking instructions from the Bank as employer shall be communicated to the employer.
14. 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.
15. Any other tax except GST (at applicable rates) in respect of this contract shall be payable by the agency/Contractor. The Bank will not entertain any claim whatsoever in this respect.

16. 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.
17. It is obligatory on the part of the tenderer to sign the tender documents for all the parts. After the work is awarded, he will have to enter into an agreement with the competent authority of the Bank.
18. The agency/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 a breach, the Bank has the liberty to serve notice and rescind the contract.
19. The earnest money/security deposit of the successful tenderer will be forfeited if he fails to comply with any of the contract conditions.
20. Agency/CONTRACTOR TO INFORM HIMSELF FULLY: The agency/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 equipment 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 investigations to arrive at the matter concerning the contract. Before submitting his offer, the agency/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 **General Manager, APV**, whose elucidation, elaboration or decision shall be considered authentic and final. The agency/contractor shall be held responsible for any errors that may occur in work through the lack of such reference and precaution.
21. All bidders/contractors shall sign and submit the Integrity pact in the approved format given in **Proforma-IV** along with Part-I of this tender document.
22. All compensation or other sums of money payable by the agency/contractor to the Bank under the terms of this contract may be deducted from the Earnest Money Deposit /Security Deposit /bills or any sums payable to the agency/contractor and the agency/contractor within ten days after such deductions shall make good the amount so deducted, as the case may be.
23. The Bank shall have a right to carry an audit / technical examination of the works and the bills of the agency/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 agency/contractor for such work.
24. 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 workers employed by the agency/Contractor in execution of works, the Bank shall be entitled to recover from the agency/contractor the amount of compensation so paid.
25. The agency/contractor shall be liable to indemnify the Bank if the Bank suffers any loss due to negligence/act of agency/contractor's staff.

26. The agency/contractor should make payment to its workers as per the Minimum Wages Act of Central Government as applicable to the area of the contract. Accordingly, the agency/contractor should quote the rates. In case it is observed that the agency has not made payments to its worker as per the Minimum Wages Act, the Bank reserves the right to deduct the shortfall from its future bills and pay such amount directly to the workers.
27. The agency/contractor shall cover his employees under ESIC and pay applicable EPF.
28. The agency/contractor shall provide uniforms (at least two sets in a year) to all his staff and ensure that they are always neat and tidy while on duty. Uniform charges should be quoted only in Rupees in the Financial Bid – Part III.
29. The agency shall be paid Management & Supervision charges at fixed rate of 2% of monthly bill during the tenure of the contract which will get revised as and when the Minimum Wages are revised.
30. The agency should not quote “NIL” charges for Profit margins otherwise the bid will be treated as non-responsive.
31. While submitting the quote, the agency/contractor should also consider the provisions mentioned above besides other stipulations required as per relevant laws.

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

Witness:

Signature of Tenderer
(Authorized Signatory).

Address: _____

Date: _____

**PRE-QUALIFICATION DOCUMENT-
SECURITY SERVICES CONTRACT-
Prequalification Criteria**

SIDBI invites offers from reputed and well-established agencies for rendering security for its office building at 1st to 4th, 10th & 11th Floors at Atma Ram House, 1 Tolstoy Marg, New Delhi and its various residential quarters / flats at Delhi-NCR for a period of two years from the date of award of the contract subject to a satisfactory performance review after one year with a provision of extension for further one year subject to satisfactory performance of the agency after two years on the same terms and conditions and hike in management fees up to 10% as may be decided by the Bank.

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

1. Should be a proprietorship firm / partnership firm / company registered under the Companies Act. **(Enclose certificate to this effect along with a copy of Memorandum & Articles of Association in case of company).**
2. Should be in existence at least for the past 5 (Five) years from the date of publication of the advertisement. **A copy of the Certificate of Registration is to be enclosed.**
3. Should have main/branch office in New Delhi/NCR on the date of application **(A copy of address proof to be submitted).**
4. Should have achieved a minimum annual turnover of Rs.2.00 crore in any of the past three financial years **(FY 2018, 2019 & 2020). (Enclose Certificate from Registered Chartered along with audited financial statement for the relevant year).**
5. Should have a net profit for two years in the last three financial years **(FY 2018, 2019 & 2020). (Enclose Certificate from Registered Chartered Accountant).**
6. Should have satisfactorily executed at least two works of Security Services in the past five years, preferably for Central Government/ State Government / Public Sector Undertaking / Financial Institution / Autonomous Body / Banks/ Large corporate / MNCs **(Enclose proof of work order and completion certificate from clients, details to be given in Proforma-I).**
7. Should be currently carrying out Security Service contract for at least 2 (two) of PSUs/Banks/large Multi-National Companies (MNC's) or established Indian corporate at New Delhi/NCR **(Enclose work order and certificates/testimonials from the clients, details to be given in Proforma-II)**. Also furnish details of work completed during last 3 financial years in **Proforma-III**.
8. Should have PAN No and filed Income Tax Return for the last 3 financial Years **(FY 2018, 2019 & 2020) (Enclose a copy of PAN card and Income Tax return duly certified by a Chartered Accountant).**
9. Should be registered with tax authorities **(enclose a copy of registration certificate & GST Certificate).**
10. Should have valid registration and licenses with concerned Labour, ESI & PF authorities **(enclose a copy of registration certificate).**
11. Should not have been blacklisted by any PSUs/Banks/large Multi-National Companies (MNC's) or established Indian corporate on the date of application. Furnish declaration in **Proforma V**.
12. Should submit solvency certificate from a scheduled Bank for Rs. 15.00 lakh, obtained not earlier than six months from the last date of the submission of tender.
13. Should be having a sufficient number of experienced security personnel for executing the contract.
14. Should attach an Undertaking on letterhead duly signed by authorized signatory stating that the information and documents furnished are true and correct as per the format given at **Proforma V**.
15. Should submit the Integrity Pact duly filled and signed as per the format given at **Proforma-IV**.
16. The Pre-Qualification Criteria (PQC) related to prior turnover and prior experience of the bidder will be relaxed if the bidder is Micro and Small Enterprises or Startups and meets the quality and technical specifications described in the tender, subject to the submission of valid supporting documents by the bidder.

17. Termination

The Bank may terminate the Contract, by not less than thirty (30) days' written notice of termination to the successful Bidder/Agency, to be given after the occurrence of any of the events specified in paragraphs (i) to (iv) of this Clause and sixty (60) days' in the case of the event referred to in (v) below:

- i. if the successful Bidder/Agency fails to meet the performance obligations under the Contract.
- ii. if the successful Bidder/Agency becomes insolvent or bankrupt.
- iii. If the successful 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 successful Bidder/Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- v. if the successful Bidder / Agency fails to abide by provisions of Minimum Wages Act or any other applicable laws.

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.

18. 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, 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, APV, SIDBI. The venue of Arbitration shall be New Delhi, India. The award of the arbitrator so appointed shall be final and binding on both the 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. The venue of the arbitration shall be New Delhi.

19. 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 New Delhi, 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.

20. 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 thereof 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.

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

The agencies/contractors are hereby advised to ensure that they satisfy the prequalification criteria before the 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 | Firm / Company registered under the Companies Act | Proprietor Firm / Partnership Firm / Public Limited / Private Limited | To enclose certificate to this effect along with copy of Memorandum & Articles of Association in case of company. | | |
| 2 | Firm / Company existing at least for the past 5 (Five) years from the date of publication of the advertisement | Yes / No _____ Years | A copy of the Certificate of Registration is to be enclosed. | | |
| 3 | Main / Branch office in New Delhi/NCR on the date of application | Yes / No Location: _____ | A copy of address proof to be submitted | | |
| 4 | Minimum annual turnover of Rs.2.00 crore in any of the past three 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 along with audited financial statement for the relevant year. | | |
| 5 | Having net profit for two years in the last financial three years. | Yes / No FY 2017-18= Rs. _____ FY 2018-19= Rs. _____ FY 2019-20= Rs. _____ | Enclose Certificate from Registered Chartered Accountant | | |
| 6 | Satisfactorily executed at least two works of Security Services in the past five years, preferably for Central Government/ State Government / Public Sector Undertaking / Financial Institution / 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 | Currently carrying out SECURITY Service contract for at least 2 (two) PSUs/Banks/large Multi- | Yes / No | Enclose work order and certificates/testimonials from the clients | | |

| | | | | | |
|----|--|---|---|--|--|
| | National Companies (MNC's) or established Indian corporate at New Delhi/NCR. | | (Details may be furnished in Proforma-II) | | |
| 8 | Details of works completed during last 3 financial years (FY 2018, 2019 & 2020) | --- | Enclose copy of Work Order (Details may be furnished in Proforma-III) | | |
| 9 | Have PAN No and filed Income Tax Return for the last 3 financial years (FY 2018, 2019 & 2020) | Yes / No | Enclose a copy of PAN card and Income Tax return duly certified by a Chartered Accountant | | |
| 10 | Registered with tax authorities | Yes / No | Enclose a copy of the registration certificate | | |
| 11 | Have valid registration and licenses with the 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 in Proforma -V. | | |
| 13 | To submit solvency certificate from a scheduled Bank for Rs.15.00 Lakh, obtained not earlier than six months from the last date of the submission of tender. | Yes / No | Enclose a copy of the solvency certificate | | |
| 14 | Have sufficient number of experienced personnel for executing the contract. | Yes / No | Attach a list of key manpower, senior management etc. | | |
| 15 | Making payment of wages to manpower through bank credit/cheque or as specified by the statutory authorities | Yes / No | Furnish a declaration as mentioned in Proforma – V. | | |

| | | | | | |
|----|--|----------|---|--|--|
| | | | | | |
| 16 | Submitted the Integrity Pact duly signed | Yes / No | Furnish Integrity Pact duly filled in and signed by authorized signatory on Proforma-IV. | | |
| 17 | Undertaking on letterhead duly signed by authorized signatory stating that the information and documents furnished are true and correct is furnished | Yes / No | Furnish undertaking on Proforma- V. | | |

ANNEXURE-II

STATEMENT OF CREDENTIALS

- NOTE:
1. To be filled in and signed by the Partner / Authorised person of the respective agency.
 2. Incorrect or false information will disqualify the agency.
 3. Agency/Contractor should support the information with necessary documents.

SIDBI reserve the right to assess the 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
NEW DELHI/NCR WITH TEL NO:** _____

4. DATE OF ESTABLISHMENT: _____

**5. CONSTITUTION OF AGENCY/BIDDER
(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 :

- 1)
- 2)

(Authorised Signatory): _____

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

(Please enclose copy of proof)

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

11. ORDERS IN HAND: (Please give details in **Proforma-II**)

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

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

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

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

- 1.
- 2.
- 3.

PROFORMA - I

**Details in respect of satisfactorily executed at least two works of
SECURITY Services in the past five years)**

| S. No. | Name of the client with an address | Short description of work | Name and Contact No. of dealing officials | Annual contract value (Rs.) | Period of Contract (From-To) |
|---------------|---|----------------------------------|--|------------------------------------|-------------------------------------|
| | | | | | |

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

(Authorised Signatory):_____

PROFORMA - II

Details in respect of Orders in hand for providing security services

| S. No. | Name of the client with an address | Short description of work | Name and Contact No. of dealing officials | Annual contract value (Rs.) | Period of Contract (From-To) | Present status |
|---------------|---|----------------------------------|--|------------------------------------|-------------------------------------|-----------------------|
| | | | | | | |

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

(Authorised Signatory):_____

PROFORMA - III**Details in respect of work completed during last three years**

| S. No. | Name of Client with address | Short description of work | Name and Contact No. of dealing officials | Annual contract value (Rs.) | Period of Contract (From-To) |
|---------------|------------------------------------|----------------------------------|--|------------------------------------|-------------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

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

(Authorised Signatory):_____

PROFORMA – IV

PRE-CONTRACT INTEGRITY PACT

**(To be submitted on the letterhead 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 ----, 2021 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Delhi Office at Atma Ram House, 1 Tolstoy Marg, New Delhi – 110001 (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 _____, Authorised 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/ 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 facie 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, 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 New Delhi.

(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 New Delhi.

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

BIDDER
Authorised Signatory

SIDBI

Witness

1. _____
2. _____

Witness

1. _____
2. _____

PROFORMA - V

Undertaking

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

**NAME OF WORK:- SECURITY SERVICES CONTRACT FOR
SIDBI OFFICE AND RESIDENTIAL QUARTERS / FLATS IN DELHI-NCR**

I, the undersigned _____, authorized signatory of M/s _____ are submitting our application/offer in response to the tender notice published by SIDBI, New Delhi on 23.03.2021 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.

Further, I have never been blacklisted by any PSUs/Banks/large Multi-National Companies (MNC's) or established Indian corporate on the date of application and also making payment of wages to manpower through bank credit/cheque or as specified by the statutory authorities.

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): _____

PROFORMA - VI
BID SECURITY FORM

Whereas _____ (hereinafter called the tenderer) has submitted their offer dated _____ for providing Security Services for its office building at 1st to 4th, 10th & 11th Floors at Atma Ram House, 1 Tolstoy Marg, New Delhi and its various residential quarters/ flats at Delhi-NCR (hereinafter called the tender) Against the Tender No. _____ KNOW ALL MEN by these presents that WE _____ (Bank Name) of _____ having our registered office at _____ are bound unto _____ (hereinafter called the "Purchaser") In the sum of _____ For which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20_____.

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends or modifies or impairs or derogates from the Tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity
 - (a) Fails to furnish the Performance Security for the due Performance of the contract.
 - (b) Fails or refuses to accept/execute the contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)

Name and designation of the officer Seal, name & address of the Bank and address of the Branch

Note: Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

(Authorised Signatory): _____