



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 क्वार्टर्स / फ्लैट्स में सुरक्षा
सेवा प्रदान करने हेतु एजेंसी के चयन के लिए निविदा।

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

निविदा संख्या : 2021/1622/NDO/Premises

Tender No. : 2021/1622/NDO /Premises

(भाग II - तकनीकी बोली /PART II- Technical 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

(To be completed and submitted in Envelope No-2)

1. Instructions to the Bidders

All the intending Bidders are requested to note the following important provisions-

- 1.1 Part-II of the tender document i.e. Technical Bid is to be read along with prequalification document (Part-I) and price bid (Part-III).
- 1.2 Part-II of the tender documents shall be taken into consideration of only eligible prequalified agencies selected after scrutiny of their applications, supporting documents vis-a-vis the prequalification criteria and other requirements as indicated in the Part-I of the tender document.
- 1.3 All the intending bidders, agencies should visit the site, go through the scope of work, schedule, manpower, intent, various compliance, etc. and quote accordingly in the price bid i.e. Part-III.
- 1.4 Provisions applicable for Micro and Small Enterprises (MSEs).
 - a. SIDBI is governed by Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI.
 - b. 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).
 - c. If deemed fit, the Bank may procure minimum of 20% of the contract value of any goods or services from MSEs. Further, the Bank reserves the right to procure part work/services (about 4% out of above 20%) to MSEs owned by SC and ST entrepreneurs, if found suitable. Provided, these MSEs quoting price within the price band of L1 +15% & bringing down their price to L1 price, in a situation where L1 price is from someone other than a MSEs. In case of more than one such MSEs, the supply shall be shared proportionately at the discretion of the Bank.
 - d. 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.
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.
- 1.5 This document contains following Annexures which should be read and understood carefully while quoting the rates in the price BOQ i.e. Part III .
 - a. **Annexure A-** staff strength at site for various works.
 - b. **Annexure B-** List, Type of Manpower and Wages.
- 1.6 Benefits under the Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012 will be applicable.
- 1.7 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 submission of valid supporting documents by the bidder.

Annexure-A

Staff Strength of Security Supervisor / Guards without arms at SIDBI ATMA RAM HOUSE OFFICE and various residential quarters / flats in Delhi – NCR

The requirement of Security Supervisor / Guards without Arms at 1st to 4th, 10th & 11th Floors SIDBI ATMA RAM HOUSE OFFICE and various residential quarters / flats in Delhi – NCR and its various quarters/ flats at Delhi-NCR is as under:

Type of Manpower	Location	No.	Category
Security Supervisor	Atma Ram House	1	To be treated under highly skilled category
Security Guards without arms	Atma Ram House	8	Skilled
Security Guards without arms	C-40, Inderpuri	3	Skilled
Security Guards without arms	C-82, Inderpuri	3	Skilled
Security Guards without arms	Ramprastha, Ghaziabad	3	Skilled
	Total Security Guards	18	

- a. Security Supervisor (1 No.) will be treated under highly skilled category.
- b. He shall be responsible for monitoring the security guards deployed at all locations.
- c. Conveyance (for outside duty only) & overtime will be paid as decided by the Bank according to government/ internal guidelines
- d. He should possess a minimum experience of five years in supervision / monitoring of security guards.
- e. No security guards once allowed by the Bank can be replaced without prior approval of the Bank.
- f. They should also be provided with a mobile phone.
- g. Shift timings may be changed with the prior approval of SIDBI for efficient services /utilization of security guards.
- h. Agency shall replace the manpower not acceptable to SIDBI with other suitable resources.
- i. The agency shall not replace/relocate the manpower without the prior permission of the Bank and will replace the manpower with other suitable resources if its performance is not satisfactory.

ANNEXURE- B

List, Type of Manpower and Wages

Type of manpower	Nos.	Minimum Wages Rs.
Security Supervisor (Highly skilled category)	1	As per Central Government Minimum Wages Act.
Security Guards without arms	17	As per Central Government Minimum Wages Act.

Note:

1. Minimum wages payable to all categories of manpower shall be as per the Circular/Order issued by the Central Labour Commissioner from time to time.
2. The increase in labour rates, bonus, taxes etc. will be as per the Circular/Order issued by the Central Labour Commissioner from time to time.

2. Period of Contract

The contract shall be valid for a period of **24 months** commencing from the date of award of contract which is further extendable for another one year on the same terms and conditions with a hike in management fee upto 10%. However, Bank will carry out performance review at the end of each year and contract will be extended only after satisfactory performance review. Bank reserves the right to review and terminate a part or whole contract before completion of the said period.

After completion of contract period, the agency will continue with the arrangement for a reasonable period at the discretion of SIDBI at the quoted rates till a new agency is appointed.

3. EMD & Security Deposit

3.1 Earnest Money Deposit (EMD) for the work is payable by DD along with Part-I of the tender (Envelop-1).

3.2 The EMD of successful bidders shall be returned on submission of Performance Bank Guarantee of Rupees Lakh towards security deposit as per the guidelines of the Bank. No charges shall be payable on this account. The BG should be in the format approved by the Bank and should be kept valid for a period of 24 months with a claim period of 6 months. EMD will be forfeited in the event of any refusal or delay on the part of the successful bidder to accept the Bank's offer for award of work or sign and execute the contract on acceptance of his tender. EMD shall also be liable for forfeiture in case the agency delay the commencement of work or fails to perform his duties satisfactory as per the contract. BG Should be submitted within 15 days from award of contract. **No payment shall be released till the BG is submitted.**

3.3 EMDs of unsuccessful bidders will be refunded within 60 days from the date of opening of commercial bids or earlier as decided by the Bank.

4. Place of Work

Intending bidders shall visit the SIDBI's office and residential flats / quarters before submitting the tender.

5. Payment of Minimum wages.

The Agency shall pay applicable minimum wages to its employees/staff posted at sites as notified by the Central Govt. from time to time. Necessary undertaking in this regard shall be submitted by the agency to the Bank every month along with the bills. The Bank reserves the right to check and verify the records/proof of such payments.

6. Rates, Taxes and Duties

Any other tax except GST (at applicable rates) in respect of this contract shall be payable by the Agency. The Bank will not entertain any claim whatsoever in this respect.

7. Payment Terms

7.1 The bill shall be prepared by the agency in the form prescribed by the Bank on monthly basis after completion of month and will be settled by SIDBI within 15 working days after deducting necessary TDS.

7.2 Monthly Bill to be submitted by the 1st week of every Month & the same will be checked and passed within 15 days from date of receipt of bill along with all the supporting documents. SIDBI may release part payment if the bill is incomplete as also to deduct suitable amount for the activities not completed.

7.3 The agency is responsible for making timely payment to his employees approved by SIDBI. It is the responsibility of the agency to submit the proof of payment along with the monthly bills else appropriate penalty will be levied as deemed to be fit.

7.4 In case of failure, the Bank reserves the right to cancel a part contract or complete contract and award to suitable agency at the risk and cost of agency.

7.5 The agency should submit Monthly bill payment format approved by SIDBI along with enclosures while submitting the monthly bills. The agency must submit Salary slips, PF Statement, ESIC Statement etc. of all the employees engaged along with the monthly bills else the bill will not be processed.

7.6 All the staff employed by the agency at SIDBI site should have Bank A/C for direct credit of salary. No other mode of payment will be acceptable.

7.7 Salary of all the employees engaged by the agency in SIDBI should be credited before 10th of every month.

8. Compliance with all Statutory requirements:

The Agency shall comply with all statutory requirements like labour laws, ESIC, Insurance ,PF etc., prescribed by the local as well as central government authorities from time to time and submit a monthly report along with all the required proof of compliance to the employer along with the monthly invoice. The agency shall produce all the relevant statutory documents for inspection by the employer and the government authorities.

9 Insurance

9.1 The agency shall keep the employer, its servants or agents indemnified against claims, actions or proceedings brought or instituted against the employer, its servants or agents by any of agencies' employees or any other third party in connection with relating to or arising out of the performance of the services under the agreement.

9.2 The agency is also required to obtain the third-party insurance for each incident other than ESIC as follows:-

- a. Personal injury - Rs. 3.00 lakh
- b. Property Damage - Rs. 3.00 lakh

9.3 Besides covering all employees of agency under ESIC scheme, the agency shall also require obtaining a workman compensation policy for an amount at least Rs. 2 Lakh per employee and covering all the staff during the contract period deployed at site. If agency fails to comply with the above provisions, SIDBI reserves its right to deduct suitable amount from the agency's payment and pay the insurance company.

10. Indemnity

The agency shall keep SIDBI indemnified against claims, if any, of the workmen and all costs and expenses as may be incurred by the SIDBI in connection with any claim that may be made by any workmen. The Agency shall also execute an indemnity bond in favour of SIDBI, in the approved format, in this regard.

11. Occupational Health and Safety:

11.1 With regards to occupational health and safety, the PFMS Agency shall adhere to the following:

- Issue Identity cards and uniform dress with caps to all of his employees.
- Comply with applicable local regulatory requirements
- Comply with applicable Banks requirements specified in the contract and appendices.
- Police verification of workmen/staff posted at site.
- Correct all health and safety non-compliance's in a timely manner, and where there is an immediate danger to health or life, to stop work immediately.

11.2 Be liable for liabilities arising due to non-compliance of agency employees, agents or subagencys with applicable requirements

12. Emergency telephone Nos

The agency shall provide an emergency telephone number for normal and out of hours operations.

13. Supervisor

Agency shall employ and post experienced qualified Supervisors for proper supervision, coordination and monitoring the security in the premises as per the manpower requirement. They shall be provided with a Mobile and accessible for 24 hours.

14. Subletting the work

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

15 Stationery

The agency has to bear the cost of all the stationery, mobile phone etc. required for proper execution and maintenance of record for the work. If found using SIDBI's material, bank may recover an appropriate amount from the agency's bills.

16. Termination of Contract

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

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

For the purpose of this clause:

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

17. Arbitration

1. Except where otherwise provided for in the contract, all questions and disputes relating to the provisions of this contract shall be settled under the Rules of Indian Arbitration and Conciliation Act, 1996, 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.

18. INTEGRITY PACT

In order to avoid corrupt practice by following a system that is fair, transparent and free from any influence/prejudice dealing prior to, during and subsequent to the currency of contract, an Integrity Pact shall be signed between the bidder and the employer (SIDBI) on the standard format attached as **Proforma-IV to Part-I** of the tender.

19. Confidentiality

- I. The agency will be exposed by virtue of the contracted activities of internal business information of Bank, affiliates, and / or business partners. Disclosures of receipt of this tender or any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the consultant, premature termination of the contract, or legal action against the vendors for breach of trust.
- II. In case the selected agency acts is extending similar services to multiple customers, agency shall take care to build strong safeguards so that there is no co-mingling of information, documents, records and assets related to services within the ambit of this tender and subsequent purchase order.
- III. The agency shall not, without the written consent of the Bank, disclose the contract or any provision thereof, any specification, or information furnished by or on behalf of the Bank in connection therewith, to any person(s).
- IV. The agency shall not, without the prior written consent of the Bank, make use of any document or information except for purposes of performing this agreement.
- V. The selected vendor shall submit a non-disclosure agreement on non-judicial stamp paper of appropriate value as per the format enclosed.

XXXXXXXXXXXX

Non-Disclosure Agreement

(Sample Format – To be executed on a non-judicial stamped paper of requisite value)

WHEREAS, we, _____, having Registered Office at _____, (hereinafter referred to as the AGENCY, which expression shall include its successor and permitted assignees) are agreeable to execute “Security Services “ in SIDBI Office at 1st to 4th, 10th & 11th Floors at Atma Ram House, 1 Tolstoy Marg, New Delhi and its various quarters/ flats at Delhi-NCR” as per scope defined in the **Tender No.: 2021/1622** for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, (hereinafter referred to as the BANK) and,

WHEREAS, the AGENCY understands that the information regarding the Bank’s Infrastructure shared by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the AGENCY understands that in the course of submission of the offer for the said tender and/or in the aftermath thereof, it may be necessary that the AGENCY may perform certain jobs/duties on the Bank’s properties and/or have access to certain plans, documents, approvals, data or information of the BANK;

NOW THEREFORE, in consideration of the foregoing, the AGENCY agrees to all of the following conditions, in order to induce the BANK to grant the AGENCY specific access to the BANK’s property/information, etc.;

The AGENCY will not publish or disclose to others, nor, use in any services that the AGENCY performs for others, any confidential or proprietary information belonging to the BANK, unless the AGENCY has first obtained the BANK’s written authorisation to do so;

The AGENCY agrees that information and other data shared by the BANK or, prepared or produced by the AGENCY for the purpose of submitting the offer to the BANK in response to the said tender, will not be disclosed to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK;

If a court finds any provision of this agreement invalid or un-enforceable, the remainder of this agreement shall be interpreted so as best to affect the intent of the parties.

The AGENCY shall not, without the BANK’s written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the AGENCY for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/ engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Yours sincerely,

Date

Signature of Authorised Signatory:

Place

Name of the Authorised Signatory:

Designation:

Name of the Organisation and seal:
