



भारतीय लघु उद्योग विकास बैंक
SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA

TENDER DOCUMENTS
FOR SECURITY ARRANGEMENTS CONTRACT
For SIDBI Office at Saifabad and Officers Quarters at Begumpet, Hyderabad

PART-I (Technical)

The General Manager,
Small Industries Development Bank of India (SIDBI)
101, Hermitage Office Complex [Next to HACA Bhavan], Hill Fort Road, Saifabad,
Hyderabad 500 004

Phone No. 040-23231344 / 23235198

Tender No.	Tender No. 1 dated January 02, 2019
Tender issue Date	January 02, 2019
Last Date for bid Submission	January 25, 2019, upto 15:00 hrs
Date of opening of technical bid	January 25, 2019, 15:30 hrs
Date of Pre-Bid meeting	January 14, 2019, 15:00 hrs
Earnest Money Deposit	Rs.20,000/-

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Invitation to Bid for Security Arrangement at SIDBI Office at Saifabad and Officers Quarters located at Begumpet at the following two addresses at Hyderabad

(i) 101, Hermitage Office Complex [Next to HACA Bhavan], Hill Fort Road, Saifabad, Hyderabad 500 004,

(ii) at SIDBI Officers' Quarters, Near HCL Tower, 1 – 10 – 68/A, Chikoti Gardens, Begumpet, Hyderabad 500 016.

1. Introduction and Requirement:

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

SIDBI invites sealed offers in two bid systems from reputed security agencies interested in providing security arrangement at the above locations of SIDBI premises at Hyderabad. The requirement of the contract would be primarily as under:

No. of Guards	Arrangement
4 (Four)	1) Three Security Guards (Unarmed), each for one shift of 8 hrs, on three shift basis per day on all days (i.e., round the clock) at SIDBI Qtrs , Begumpet, Hyderabad. 2) One Security Guard (Unarmed), for 8 hrs per day (9.30 AM to Evening) at SIDBI Office, Saifabad, Hyderabad.

The minimum criteria along with terms and conditions are furnished in the **Annexure II** and **Appendix to Annexure II**, respectively. The same are also available in the office of SIDBI at **101, Hermitage Office Complex [Next to HACA Bhavan], Hill Fort Road, Saifabad, Hyderabad 500 004**, between 09.30 hrs to 17.30 hrs on any working day (except Saturday, Sunday & any declared public Holiday) from **January 02, 2019**.

2. Bidding Information:

Purpose	Selection of “Security Agency” for providing Security Arrangement at SIDBI Offices located at Saifabad, Hyderabad and SIDBI Quarters at Chikoti Garden, Begumpet , Hyderabad.
Earnest Money Deposit (EMD)	Rs.20,000/- [to be submitted in the form of Demand Draft (DD) / Pay Order (PO) from any scheduled commercial bank) in favour of SIDBI payable at Hyderabad along with Technical Bid].
Last Date of Submission of Bids	January 25, 2019 by 15:00 hrs
Clarifications.	Clarifications, if any, may be asked in writing through e-mail not later than January 13, 2019 by 16:00 hrs on mail ids: ‘mramesh@sidbi.in’, ‘jhlatha@sidbi.in’ and ‘saideepthi@sidbi.in’.
Bid Validity	03 months from the date of the opening of price bids.
Address for submission of Bids	The General Manager 101, Hermitage Office Complex [Next to HACA Bhavan], Hill Fort Road, Saifabad, Hyderabad -500 004 Ph: 040-23231344 / 23235198
No. of Envelopes (Non window, sealed)	<p>02 (Two), Non-window sealed with :</p> <p>1st Envelope : (Superscribing “Offer for Security Arrangement at SIDBI , Hyderabad”, -Technical Bid”) containing :</p> <ol style="list-style-type: none"> 1. Duly signed Tender Document except Financial Bid. 2. Forwarding letter as per format given in Annexure VI. 3. Demand Draft /Pay Order payable at Hyderabad towards Earnest Money Deposit (EMD) for Rs.20,000/- [on/from scheduled commercial bank]. 4. Technical Bid and details as per format given in Annexure III. In case the same is not submitted, the technical bid would not qualify for further evaluation. 5. Undertaking as per Annexure V. 6. Bank Mandate Form as per format given in Annexure VII. <p>2nd Envelope: (Superscribing “Offer for Security Arrangement at SIDBI, Hyderabad”, -Financial Bid”) containing price bid as per format given in Annexure IV. Also enclose latest Central minimum wages rate chart issued by the Govt. and calculation sheet of the rates quoted.</p> <p>Both the Envelopes will again be put in another sealed cover with superscription “Offer for Security Arrangement at SIDBI, Hyderabad” addressed to The General Manager, SIDBI 101, Hermitage Office</p>

		Complex [Next to HACA Bhavan], Hill Fort Road, Saifabad, Hyderabad 500 004.		
Date of opening of Technical Bids		January 25, 2019 at 15:30 hrs.		
Date and time of opening of Price Bids		Financial (Price) bids will be opened at a later date which would be notified only to the short listed bidders qualifying through technical evaluation.		
Contact Details				
Name (S/Shri)	Designation	Phone 1	Phone 2	E-mail
Shri M.Ramesh	AGM	040-23231344	23235198	mramesh@sidbi.in
Smt.J.Hemalatha	AM	040-23231344	23235198	jhlatha@sidbi.in
Smt.Sai Deepthi	AM	040-23231344	23235198	saideepthi@sidbi.in

3. INSTRUCTIONS TO SECURITY AGENCIES:

- 3.1. Security Agencies are advised to study the tender document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- 3.2. Any clarification to be sought by the Security Agencies should be done on or before the stipulated date.
- 3.3. At any time prior to the deadline for submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.
- 3.4. Amendment, if any, shall be hosted on SIDBI Website (www.sidbi.in) and Government of India's Central Public Procurement Portal (CPPP) website.
- 3.5. In order to allow prospective Security Agencies reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.
- 3.6. In case of any clarification required by SIDBI to assist in the examination, evaluation and comparison of bids, SIDBI may, at its discretion, ask the Security Agencies for clarification. The response / clarification shall be in writing and no change in the price of substance of the bid shall be sought, offered or permitted.
- 3.7. It would be the responsibility of the Security Agency's representative (only one person per Security Agency) to be present at the venue of opening of Bids.
- 3.8. The envelopes should clearly indicate the Name and Address of the Security Agency. All pages of the bid 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.
- 3.9. The Security Agency shall bear all the costs associated with the preparation and submission of the bid and SIDBI will in no case be responsible or liable for those costs, regardless of the conduct or the outcome of the tendering process.

- 3.10. Deviations, if any, to the terms of the tender document should be annexed separately to the Technical bid.
- 3.11. Bid Validity: The period of bid validity shall be binding on the Security Agency, as SIDBI may award the contract at any stage on or before the expiry of the bid validity date. SIDBI, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.
- 3.12. Modification And / Or Withdrawal of Bids: Bids once submitted will be treated, as final and no further correspondence in this regard will be entertained. No Security Agency shall be allowed to withdraw the bid. SIDBI has the right to reject any or all the bids received without assigning any reason whatsoever. SIDBI shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

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

- 4.1. The tender methodology proposed to be adopted by SIDBI will be "TWO Bid System", i.e., Technical Bid and Price Bid.
- 4.2. Bid evaluation shall be done in two phases. In the first phase only the 1st envelope will be opened on the date mentioned above. Representatives of the Security Agency may like to be present during this bid opening. Evaluation of Technical Bids shall be done with respect to terms and conditions defined in the tender. Based on the technical evaluation, Security Agencies will be short listed for opening of the Price Bids.
- 4.3. In the second phase, 2nd envelope containing price bids of the Security Agency short listed in the first phase shall be opened. Security Agency representatives may like to be present during Price bid opening. Date and time of opening of the price bids shall be advised only to the Security Agency shortlisted in the first phase of technical evaluation, through fax/email.
- 4.4. Accepting of application by the Bank would not guarantee the award of contract. The Bank reserves the right to accept or reject any or all applications without assigning any reason whatsoever.
- 4.5. The consolidated rate should be quoted inclusive of all taxes. The consolidated rate would be considered for the purposes of comparison.
- 4.6. SIDBI will award the contract to the successful Security Agency whose bid has been determined to be **substantially responsive** and has been determined as the Lowest (L1) price bid.
- 4.7. The Bank, on the request of the Security Agency may furnish the reasons for rejecting tender.

Terms and Conditions

1. DEFINITIONS:

1. **In this Contract, the following terms shall be interpreted as indicated below:**
 - 1.1. The “Bank” means Small Industries Development Bank of India (SIDBI);
 - 1.2. The “Security Agency” means the individual or firm or company supplying or intending to provide the Security Arrangement Services as indicated under Sr. No.1 (i.e., Introduction & Requirement);
 - 1.3. The “Contract” means the agreement entered into between the Bank, represented by its authorised representative and the Security Agency represented by its authorised representative as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
 - 1.4. The “Contract Price” means the price payable to the Security Agency under the Contract for the full and proper performance of its contractual obligations;
 - 1.5. “TCC” means the Terms and Conditions of Contract contained in this section;
 - 1.6. The “Site” means the office of SIDBI at (i) SIDBI, 101 & 102, Hermitage Office Complex [Next to HACA Bhavan], Hill Fort Road, Saifabad, Hyderabad 500 004 and Quarters of SIDBI at (ii) SIDBI Officers’ Quarters, Near HCL Tower, 1 – 10 – 68/A, Chikoti Gardens, Begumpet, Hyderabad 500 016.

2. Minimum Eligibility Criteria / Technical Bid:

- 2.1 The Security Agency should be a proprietorship concern or partnership firm or a corporate body registered under Companies Act. [**Attach copy of registration certificate**].
- 2.2 The Security Agency should have minimum 5 years’ experience in providing security services to reputed organisations like All India Financial institutions, Public Sector Banks / Undertakings and Large Private Sector Companies. [**Attach copy of work orders or letter of empanelment**].
- 2.3 The Security Agency should have achieved annual income of Rs.50 Lakh in any of the last three financial years i.e., FY 2015-16, 2016-17 and 2017-18 and average income of Rs.40 lakh during the last three financial years [**Attach copy for the relevant FY**].
- 2.4 The Security Agency should be registered with the Labour and GST authorities including under the Private Security Regulations Act (PSRA) as applicable [**Attach copy of registrations**].
- 2.5 The Security Agency should be an Income-tax assessee having filed its Income tax return for the Assessment Years, i.e. AY 2016-17, AY 2017-18 and AY 2018-19 [**Attach copy**

of PAN and copies of return filed during the above assessment years]. In case the Security Agency is exempted from paying income tax, the exemption certificate received from IT Department may be enclosed.

- 2.6 The guards to be posted for security services for the properties of the Bank should not be less than 35 years and not more than 55 years.
- 2.7 The Security Agency should have more than 50 security guards including Ex-service men employed as security guards continuously for the last 5 years.
- 2.8 The Security Agency should be registered with Employees Provident Fund Organisation & ESI, Labour Deptt., under Shops & Establishment Act.
- 2.9 The Security Agency, other than a Government Agency, should abide by the provisions prescribed in "The Private Security Agencies (Regulation) Act, 2005."
- 2.10 The Security Agency should not have been black-listed by any Public Sector Bank, RBI or IBA or any other Government Agencies during last 5 years.
- 2.11 The Security Agency shall not deploy personnel with criminal background. In this regard the Security Agency shall submit personnel-wise police verification or notarised affidavit to that effect that the person deployed for security arrangement under the contract does not have any criminal background.
- 2.12 The Security Agency should be practising business in the State of Telangana / A.P. having branch office locally at Hyderabad / Secunderabad. **The Security Agencies having pan India services/existence may also be eligible for participating in the bidding process provided they have already a branch office locally at Hyderabad / Secunderabad.** Experience of providing similar service to reputed organisations like Reserve Bank of India / Large Public Sector Organisations / All India Financial Institutions / Banks / MNCs, etc., shall be preferred.
- 2.13 The Bank reserves the right to increase /decrease the number of guards based on it's requirement and the payment will be made accordingly.
- 2.14 The terms and conditions of the security contract is given in the **Appendix to Annexure II.**

The Security Agencies qualifying the above minimum eligibility criteria and agree to abide by the terms and conditions given in the **Appendix to Annexure II** may submit the "Technical Bid" in a separate sealed cover superscribing - "**Offer for Security Arrangement at SIDBI, Hyderabad -Technical Bid**"

General Terms & Conditions of Contract

1. Tenders shall remain valid for ninety days from the date of opening of Financial(Price) Bid.
2. The EMD of the unsuccessful bidder will be returned after finalization of the tender. The EMD of successful bidder shall be retained and adjusted towards Security Deposit (SD). The EMD and SD shall not bear any interest. If the successful bidder declines to act on the offer made by the Bank and/or withdraw/amend their quotations after opening of tenders or fail to commence the work, the EMD shall stand forfeited without any notice to the bidder and no claim on this account shall be entertained.
3. **Security Guards**
 - (i) For the purpose of this security arrangement contract, the guards who are deployed for the security will be fit, preferably Ex-servicemen, wear proper uniform and identity card during the duty hours provided by the Security Agency while on duty and shall always carry his / her identity card. Provision of uniform and the cost of identity cards to the staff shall be borne by the Security Agency.
 - (ii) The Security Agency shall be responsible for the payment of wages / dues to its guards. All liabilities arising out of violation of any local and Central Laws shall be the responsibility of the Security Agency without in any manner encroaching upon the rights and liabilities upon SIDBI.
 - (iii) The rate per guard per month, which is being paid to the Security Agency on account of security arrangements, is inclusive of service charges on the basis of rates prescribed by the Ministry of Labour, Government of India. Any request for change of rates due to change in Minimum Wages rates shall be intimated by the agency to the Bank and upon receipt of such request; the Bank may consider the same.
 - (iv) The Agency will ensure that each guard performs his duty for not more than eight hours in one instance.
 - (v) The number of guards to be deployed by the Security Agency will be decided by the Bank so as to ensure effective security arrangements. The rest & relief arrangements will be made at the discretion of the Security Agency, for which the Bank will not be liable to pay any wages or compensation.
 - (vi) The Security Agency will be fully responsible for the security of Premises as mentioned in the schedule and also responsible for providing the requisite guards at all the shifts.
 - (vii) The Security Agency will not rotate the guards from one place to another and/or one institution to another without the consent of the Bank.
 - (viii) The Security Agency's guards engaged shall not allow any material to be taken out from the said premises unless authorized by a nominated officer(s) of the Bank under his (their) seal and signature.

- (ix) It is reiterated and made clear that management control of the guards so provided shall be with the Security Agency and the said guards for all purposes shall be within the Disciplinary Authority of the Security Agency.
- (x) The Security Agency shall arrange proper supervision of the deployed security guards at SIDBI including surprise check, both during day and night and shall submit the reports at periodic intervals, i.e., fortnightly.
- (xi) The Security 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 Security Agency for carrying out the said job, the Bank shall not be liable for any compensation, damages, loss, etc., as the case may be. The persons / guards engaged for performing the security job shall be responsible for their acts and omissions to the Agency.
- (xii) The Bank will not be responsible or liable in case of any dispute arising between the Agency and the guards employed by the Security Agency for carrying out the security services and **no relationship of Employer and Employee** shall come into existence between the Bank and the Security Agency or guards for which all responsibilities shall vest with the Security Agency alone.
- (xiii) The Bank reserves the right to increase / decrease the number of guards based on its requirement and the payment will be made accordingly.
- (xiv) SIDBI reserves the right to reject any particular guard employed under the contract with SIDBI without assigning any reason.
- (xv) The Security Agency shall remove any guard who in the opinion of the Bank is guilty of misconduct or is in any manner unfit or unsuitable for service. The Security Agency shall at all times indemnify SIDBI against all claims which may be made under the Workmen's Compensation Act, or rules there under or under any law or rules of compensation payable in consequence of any accident or injury sustained by any person in its employment for the purpose of Security Arrangements. The Security Agency shall be solely responsible for the remuneration and other dues of its employees as also for omissions / commissions done by them.
- (xvi) In case of lapse on the part of the security guards of the Security Agency, the Security Agency should take proper action against such staff. In case the Security Agency fails to take such action against the defaulter, the Bank reserves the right to take any suitable/legal action against the Security Agency and the security guard concerned.
- (xvii) Residential accommodation neither in SIDBI Premises nor outside shall be provided by SIDBI to the security guards of the Security Agency.
- (xviii) In case of theft of any material takes place from the Premises on account of the negligence on the part of the Security Guards employed by the Security Agency, the Security Agency would be liable for such lapse and the amount, if any, would be recovered from the Security Agency while settling the bill.

- (xix) If any incident of disobedience, misbehaviors or theft occurs, the Security Agency shall remove from service such persons notified by the Bank immediately and fill up such vacancy with a suitable person.
- (xx) Every effort must be made by the Security Agency to deploy security guards of known antecedents only and it may be noted that the Security Agency shall be held responsible for all misdeeds of its guards/staff.
- (xxi) Permanent addresses of all its security guards along with references about their conduct from two persons residing in his area of living shall be produced by the Security Agency to SIDBI, before deployment so as to enable SIDBI to locate them as and when required.
- (xxii) The Security Agency shall maintain the Register/Challan copies as under and submit the same to SIDBI :
- (a) Under PF/ESIC/MLWF Act
 - a) Photo copies of PF/ESIC Monthly Challans (from the beginning of the contract)
 - b) MLWF Challans (from the beginning of the contract)
 - c) Agreement copy with the Bank
 - (b) Under Minimum Wages Act, 1948
 - Minimum wages to all security guards of the Security Agency as prescribed by applicable laws of Central wages chart of Government of India.
- (xxiii) 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.
- (xxiv) The Bank shall make a claim, if any, in writing to the Security Agency in case of any loss caused to the Bank due to non-performance or mal-performance or mis-performance, theft, etc., by the Security Agency/its guards in carrying out the terms and conditions and any claim lodged by the Bank will be settled by the Security Agency within a period of one month. If the claim is not settled within one month, loss caused to the Bank, shall be recovered from the monthly payment made to the Security Agency and also from the Security Deposit with SIDBI by the Security Agency.
- (xxv) The Security Agency shall maintain and provide all necessary documentation, registers and records in connection with the performance of security arrangement services and other related documents including for complying with any statutory requirements and provisions of applicable laws.
- (xxvi) In the case of any labour problems related to the security guards of the Security Agency deployed in SIDBI premises, the same shall be settled at the Security Agency end only. The "Security Agency" shall indemnify SIDBI suitably. It shall be the duty of the Security Agency to clearly inform its own security guards that they shall have no claim whatsoever against SIDBI and they shall not raise any industrial dispute, either directly and / or indirectly, with or against SIDBI in respect of any of their service conditions or otherwise.

- (xxvii) The Security Agency shall abide by State Labour /Government of India (Ministry of Labour) rules and regulations and all other Statutory Acts/Regulations and rules relevant to this contract including Workmen Compensation Act, Works Contract Act, Minimum Wages Act, Provident Fund Act, ESI, The Private Security Agencies (Regulation) Act etc., and shall indemnify SIDBI against and damages arising out of the default on the part of Security Agency due to negligence or non-compliance of any of the aforesaid rules, regulations, etc., laid down by the Government, Statutory Authorities Regulations and other Government bodies, if any, from time to time.
- (xxviii) The Security Agency shall organize medical examination of all the security guards 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.
- (xxix) The Security Agency shall arrange to issue Identity Cards to all his security guards, which has to be produced for inspection as and when required by SIDBI and/or suitably displayed.
- (xxx) The Security Agency shall provide the proof of background check of its security guards deputed for security arrangement service at the site of the Bank.
- (xxxi) The Security Agency shall ensure:
- that all instructions, guidelines and specifications issued to the Security Agency by SIDBI are clearly and effectively communicated by the Security Agency to its employees and personnel;
 - that all instructions, guidelines and specifications are strictly adhered to by the employees and personnel of the Security Agency so that reputation of SIDBI is not damaged.
 - that no action taken by the Security Agency and / or its employees and /or personnel shall violate laws and regulations.

3. Public Procurement Policy for Micro and Small Enterprises (MSEs)

- (i) SIDBI is governed by Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, Gol.
- (ii) 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).
- (iii) 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%) from 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 an MSE. In case of more than one such MSEs, the supply shall be shared proportionately at the discretion of the Bank.

- (iv) 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 MSEs may approach the tender inviting authority to resolve their grievances.
- (v) 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.

4. Period of Contract :

The tenure of the contract shall be for **two years** and is extendable for further period of **one year** at the sole discretion of the Bank on fresh or existing terms and conditions as the case may be subject to satisfactory performance of the Service Provider/contractor. However, continuance of contract, beyond initial one year, will be subject to Performance Review done by appropriate authority of the Bank. If the services are found unsatisfactory, the Bank may, in its discretion, terminate the contract at any point of time even before the one year period.

5. Venue :

The security arrangement service shall be provided at **(i) SIDBI, 101 & 102, Hermitage Office Complex [Next to HACA Bhavan], Hill Fort Road, Saifabad, Hyderabad 500 004 and**

(ii) SIDBI Officers' Quarters, Near HCL Tower, 1 – 10 – 68/A, Chikoti Gardens, Begumpet, Hyderabad 500 016.

The infrastructure of SIDBI will be solely under the care and supervision of the Security Agency and any damage or loss due to security lapses will be entirely the responsibility of the Security Agency.

6. 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. However, in case the quality of services rendered are not found satisfactory and the services are not maintained by the Security Agency despite reminders, the Bank shall have the right to terminate the contract without any notice to the Security Agency, besides levying of penalty as may solely be decided by SIDBI.

7. Security Deposit :

Successful Security Agency shall deposit, an amount as indicated in the table below towards interest-free Security Deposit [SD] for satisfactory performance of contract which notwithstanding the above, would be forfeited by SIDBI in case the services of the Security Agency are terminated by SIDBI on the grounds of unsatisfactory / irregular services, breach of any of the terms of the accepted tender document or quality of service. SD will be refunded after satisfactory completion of contract period.

(a)	10%	On the first Rs. 1,00,000/- of the accepted value of the contract
(b)	7.50%	On the next Rs.1,00,000/- of the accepted value of the contract
(c)	5.0%	On the further amount of the contract

8. Pre-bid Clarifications:

- 8.1 The intending Security Agency will have to send their queries by email to mail ids mramesh@sidbi.in or jhlatha@sidbi.in or saideepthi@sidbi.in by **January 13, 2019, 16.00 hrs.** which will be clarified in the Pre-bid meeting to be held on **January 14, 2019, 16.00 hrs.** No request for change in date of pre-bid meeting will be entertained. No fresh queries will be entertained after pre - bid meeting.
- 8.2 The interested Security Agencies are advised to inspect the site, understand the nature of service required in this regard and satisfy themselves before submitting their bids. However, no such visits will be allowed after the pre-bid meeting date. A Security Agency shall be deemed to have full knowledge of the site/ nature of services to be provided, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed.

9. Rates:

- 9.1 The rates quoted shall be consolidated cost of security guards' wages including DA, PF, ESI, liveries, taxes and duties, levies, etc., payable to the appropriate authority (excluding Goods and services tax which need to be shown separately by writing Goods and Services Tax extra as applicable). Agency service charge to be shown separately. No extra payment over and above the rate quoted shall be made to the contractor in this respect. No escalation in service charge rates will be permitted during the contract period. If the rates quoted for security guards' wages is less than the Central minimum wages rates chart of the Government of India, the bid will be rejected (the Security Agency must enclose latest Central minimum wages rates chart with their Financial (Price) Bid and also enclose details of the calculations of rates quoted). However, if quality of services rendered is not found acceptable by the Performance Reviewing Authority, the Bank may, in its discretion, cancel/terminate the contract. Any decision in this regard by the Bank shall be final, conclusive and binding on the Service Providers.
- 9.2 No advance will be paid.
- 9.3 Applicable taxes will be deducted at source at the time of settlement of bills unless the Security Agency produces the certificate to the contrary from the Income Tax authorities. Certificate for tax deducted will be issued by the Bank.

Prices quoted by the Security Agency should include all local taxes, Sales tax, VAT, duties, levies, etc. as explained in para 9.1 above.

10. Terms of Payment: The payment terms of the Bank are as under:

- 10.1 Payment to Security Agency shall be made on monthly basis. Security Agency shall raise the invoices for services provided during the month and submit the consolidated bills to the Bank in the first week of every subsequent month (bills for the preceding month). The Bank after scrutiny will release the payments generally within 7-10 working days from the date of bill submission under normal circumstances.

- 10.2 All the payments including refund of EMD will be made by SIDBI, Hyderabad, electronically through RTGS/ NEFT. All the Security Agency should submit duly filled-in & signed [by authorized signatory and Security Agency's banker] Bank Mandate Form as per format prescribed in **Annexure VII**.
- 10.3 At the time of claiming the payments including refund of EMD, Security Agency will be required to confirm in writing the bank A/c No. and other details furnished in Bank Mandate Form. In case of any changes, Bank Mandate Form would require to be re-furnished.
- 10.4 The Security Agency must accept the payment terms proposed by the Bank. The price bid submitted by the Security Agency must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Security Agency, in case of delays or defaults on the part of the Security Agency. Such withholding of payment shall not amount to a default on the part of the Bank.
- 10.5 The Security Agency will be required to submit an undertaking as per the format enclosed as per **Annexure V** along with the monthly bill and the bill will be settled only thereafter.

11. Earnest Money Deposit:

- 11.1 The Security Agency submitting the bids will have to deposit EMD of Rs.20,000/- (Rupees twenty thousand only) by way of DD/PO drawn from a scheduled commercial bank in favour of 'Small Industries Development Bank of India', payable at Hyderabad along with the Technical Bid.
- 11.2 Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- 11.3 The Security Agency selected through the tendering process may be required to give security deposit as mentioned in S.no 7 of the Appendix to Annexure II in the form of DD/PO drawn from a scheduled commercial bank in favour of Small Industries Development Bank of India, i.e. SIDBI payable at Hyderabad refundable on expiry of contract after adjustment of any dues receivable from the Security Agency.
- 11.4 The unsuccessful Security Agency will be returned the E.M.D. within 15 working days from the date of final decision of Bank regarding the contract except on account of exigencies beyond Bank's control.
- 11.5 Request for exemption from EMD will not be entertained.
- 11.6 The EMD may be forfeited -
 - 11.6.1 If a Security Agency withdraws its bids during the period of bid validity.
 - 11.6.2 If a Security Agency makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.

- 11.6.3 In case of successful Security Agency, if the Security Agency fails to accept the order / sign the contract within the stipulated time.

12. Quotation and Process of Selection:

- 12.1 Interested Security Agency will be required to submit their offer in 2 bids, viz., "Technical bid" and "Price bid" in the format indicated in **Annexure III & Annexure IV**. Both the bids will be required to be put in separate sealed covers with superscription "Technical Bid" and "Price Bid" which will again be put in another sealed cover with superscription "Offer for Security Arrangement at SIDBI, Hyderabad" addressed to **The General Manager, SIDBI 101, Hermitage Office Complex [Next to HACA Bhavan], Hill Fort Road, Saifabad, Hyderabad 500 004,**.
- 12.2 The cover will be required to be handed over at **SIDBI, 101, Hermitage Office Complex [Next to HACA Bhavan], Hill Fort Road, Saifabad, Hyderabad 500 004,** on or before **15:00 hours on January 25, 2019.**
- The quotation (Technical Bid only) will be opened at 15:30 hours on **January 25, 2019** in the presence of the Service Providers, who wish to remain present.
- 12.3 The bid so opened will be subjected to desk scrutiny by a committee of officials. Inclusion of any deviations in the quotation is liable for rejection, at the discretion of SIDBI.
- 12.4 A Committee of officials of the Bank at its discretion may be visiting the locations where the Security Agency is presently providing its services to evaluate its capability and verify the claims stated in the technical bid document. The Security Agency who satisfies the criteria will only be considered for further tendering process and their price bid will be opened.

13. Agreement :

The successful Security Agency has to enter into an agreement with SIDBI for providing the security services. Format of agreement will be provided by SIDBI, to the successful Security Agency.

14. Use of Contract Documents and Information:

- 14.1 The Service Provider shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Security Agency in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2 The Security Agency will treat as confidential all the data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

15. Subcontracts:

The Security Agency shall not assign or sub-contract to others, in whole or in part its obligations to perform under the contract except with the Bank's prior written consent.

16. Applicable laws:

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

16.2 COMPLIANCE WITH ALL APPLICABLE LAWS:

The Security Agency shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender document and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees /officers/ security guards/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

17. Force majeure:

17.1 If the performance as specified herein is prevented, restricted, delayed or interfered by reason of Acts of God including fire, explosion, 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 here before contained, the party affected shall be excused from its performance to the extent that such performance relates to prevention, restriction, delay or interference and provided that the party so affected uses its best efforts to remove such cause of non-performance, delay or interference and when removed the party shall continue performance with utmost dispatch.

17.2 If a Force Majeure situation arises, the Security Agency shall promptly notify the Bank in writing of likelihood or actual existence / occurrence of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the Bank in writing, the Security Agency shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

18. Resolution of Disputes:

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

- 18.2 In case of Dispute or difference arising between the Bank and the Security Agency relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Bank and the Security Agency OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.
- 18.3 The Security Agency shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is of such nature that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.
- 18.4 Arbitration proceedings shall be held at Hyderabad, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- 18.5 Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Hyderabad, India only.
- 18.6 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.
- 18.7 A notice shall be effective when delivered or on the notice's effective date, whichever is later. Any dispute between the Security Agency and the Bank, which cannot be settled by negotiation, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within 30 days of the failure of negotiations. Arbitration shall be held in Hyderabad, India and conducted in accordance with the provision of Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at Hyderabad alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final and binding. The Security Agency shall not be entitled to suspend the provision of the security arrangement services, pending resolution of any disputes and shall continue to render the security arrangement 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.
- 18.8 The contract shall be governed by and construed in accordance with the laws of India and the Courts in Hyderabad shall have the exclusive jurisdiction to try any suit, proceedings in connection therewith / in that behalf.
- 18.9 This tender document is issued in English and Hindi, in case any clarification issue arises, the English version shall prevail.

XXXXXXXXXXXXXX

PART - I
THE FORMAT FOR TECHNICAL BID
 (Security Arrangement)

From,

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To,

General Manager,
 Small Industries Development Bank of India (SIDBI)
 101, Hermitage Office Complex [Next to HACA Bhavan],
 Hill Fort Road, Saifabad, Hyderabad 500 004

Sl.No.	Particulars	Details to be filled in by the Agency
1	Name of the Agency / Contact Person	
2	Regd. office/Business address of the Agency / mobile or telephone number.	
3	Local Office Address at Hyderabad/ Secunderabad	
4	Date of Incorporation/Constitution	
5	PAN ,TAN No. of the Agency (Attach copy)	
6	GST Registration No. (Attach copy)	
7	Whether registered with Registrar of Firms /Companies? Date of Registration (Attach copy of registration)	
8	Whether the agency has 5 years' experience in providing Security Services to reputed organisations like All India Financial institutions, public sector banks / undertakings / MNCs and	

Sl.No.	Particulars	Details to be filled in by the Agency
	large private sector companies? Please indicate the names of the contact person, phone number and address of the organisation (Attach copies of the Work Orders)	
9	Whether annual income of Rs.50 lakh in any of the last three financial years (FY 2015-16, 2016-17 and 2017-18) and average income per annum during the last three years is not below Rs.40 lakh? [Attach copy of the balance sheet and statement of accounts for the last 3 Financial Years duly audited & certified by Chartered Accountant]	
10	Whether the Agency meets by all statutory requirements as per Minimum Wages Act, Employee Provident Fund Act, Workmen Compensation Act, Contract Labour (Regulation and Abolition) Act, ESI, etc. as applicable. (Attach copy of registration certificate / licence)	
11	Whether registered with Labour Department? Date of Registration (Attach copy of registration)	
12	Whether registered under Private Security Regulations Act (attach copy of registration)	
13	Whether the agency is an Income Tax Assessee having filed its Income Tax return for the Assessment Years i.e., AY 2016-17, AY 2017-18 and AY 2018-19 (Attach copy of Income Tax Returns for all the three assessment years)	
14	Whether the guards to be posted for security services for the properties of the Bank are (preferably) Ex-service men not below than 35 and not more than 55 years of age.	
15	The Agency, other than a government Agency, should abide by the provisions prescribed in "The Private Security Agencies (Regulation) Act, 2005"	
16	Whether the Security Agency has more than 50 security guards including Ex-service men employed as security guards continuously for the last 5 years.	

@# The above format shall be read with the entire tender document, terms and conditions, eligibility criteria described in the tender document while evaluating the bids technically.

I / We agree to abide by the terms and conditions stipulated by the Bank and mentioned in the Appendix to Annexure II.

I / We also undertake to ensure compliance with the requirements of Minimum Wages Act, Contract Labour Act, 1970, EPF, ESI and also abide by all the other statutory requirements



necessary in this regard. I / We agree that SIDBI would neither involve itself in any matters nor be responsible for any shortcomings arising out of the noncompliance of the necessary regulations / laws.

SIGNATURE OF THE AUTHORISED PERSON
Name and Seal of the Agency

Date:
Place:

(This format along with duly signed with seal (on all the pages) of the tender documents along with terms & conditions , supporting documents , testimonials, EMD etc. shall be submitted in a separate sealed cover superscribing - **“TECHNICAL BID FOR Offer for Security Arrangement at SIDBI, Hyderabad**).

P A R T - II
THE FORMAT FOR **FINANCIAL BID**
(Security Arrangement)

From,

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.....
.....

To,
General Manager,
Small Industries Development Bank of India (SIDBI)
101, Hermitage Office Complex [Next to HACA Bhavan],
Hill Fort Road, Saifabad,
Hyderabad 500 004

Sl. No.	Particulars	Rate per Guard (₹)	No of guards	Total Rate (₹) (Total Rate per guard x no. of guard) (Pl. write in words also)
1	Unarmed Security Guards at SIDBI Officers Quarters at Begumpet, Hyderabad		03	
2	Unarmed Security Guard at SIDBI Office , Saifabad, Hyderabad		01	
3	Total [Total Financial Price bid]		04	

Note :

N.B. To quote for above as per Minimum wages Act as applicable in the Central minimum wages rates.

**1 shift for the 8 hours duty per day works out to 208 hours per month i.e. 26 days X 8 hours and any extra duty beyond the 208 hours in a month will be paid for on the same rates.*

To attach detailed bifurcation of the quote submitted in the format given below.

Break-up of rate quoted per guard as per Minimum Wages prescribed by the Central Labour Commissioner, Govt. of India

Sl. No.	Particulars	Per Security Guard
1	Wage for 26 days	
2	EPF	
3	ESIC	
4	Bonus	
5	Gratuity	
6	Sub-Total (A)	
7	Service Charge	
8	Sub-Total (B)	
9	GST	
10	Sub-Total (C)	
11	Grand Total(A+B+C)	

The above rates are inclusive of applicable GST which would be levied at the applicable rates. The reimbursement against "GST" as per applicable rates will be made to the bidder / paid directly to the Govt. as per Govt. Rules & Regulations. The proof of payment made by the bidder to the appropriate Govt. Department shall be submitted to SIDBI, failing which appropriate amount shall be withheld on getting related information/instruction from the concerned Department.

Any request for change of wage rates due to change in Central Minimum Wages rates shall be intimated to the Bank and upon receipt of such request Bank may consider the same.

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 and conditions stipulated by the Bank and mentioned in the **Appendix to Annexure II** at the rates quoted above.

Date:
Agency
Place:

SIGNATURE OF THE AUTHORISED PERSON
Name and Seal of the

(This format shall be submitted in a separate sealed cover superscribing - **"FINANCIAL BID/ PRICE BID FOR Offer for Security Arrangement at SIDBI, Hyderabad)**).



An Undertaking is to be submitted by the contractors / service providers as per the draft given below stating, inter-alia, that they have complied with all the provisions of applicable laws with respect to Minimum Wages Act, ESI and EPF Acts.

ANNEXURE V

Undertaking

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

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

That I have covered all the eligible employees under Employees' Provident Funds and Miscellaneous Provision 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. SIDBI is also authorized to deduct the same from my dues as payable.

Authorised Signatory

Forwarding Letter**(To be submitted on the letter head of the “Service Provider”)**

To:

The General Manager,
Small Industries Development Bank of India (SIDBI)
101, Hermitage Office Complex [Next to HACA Bhavan],
Hill Fort Road, Saifabad, Hyderabad 500 004

Dear Sir,

Your Tender No. 1 / SIDBI/ROHY / 2018 ADMIN dated January 02, 2019

This is with reference to your above mentioned tender for Selection of “Security Agency” for providing Security services Arrangement in the Banks premises at Hyderabad. Having examined the tender document, we hereby submit our proposal along with the necessary documents.

Further, we agree to abide by all the terms and conditions as mentioned in the tender document and all the Annexures of the tender document.

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

Authorised Signatory:

Name:

Designation:

Phone:

Email:

Seal of the agency

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 "Service Provider" : _____
 "Service Provider" Code (if applicable): _____

2. Address of the "Service Provider" : _____

City _____ Pin Code _____

E-mail id: _____

Phone No. with STD code: _____

Mobile No.: _____

Permanent Account Number _____

GST Registration No. _____

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	Current	Cash Credit
Account No.	(as appearing in the Cheque book)		
(Code number appearing on the MICR cheque supplied by the bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account Number)			
IFSC CODE	For RTGS transfer		For NEFT transfer



4. Date from which the mandate should be effective :

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold SIDBI / IDBI / SBI 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 bank in which the a/c is held)

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.
