



भारतीय लघु उद्योग विकास बैंक

Small Industries Development Bank of India

मुंबई स्थित सिडबी के अतिथि अधिकारी आवास का रख रखाव

Request for Proposal for Maintenance of Visiting Officers Flat(VOFs) of SIDBI at  
Mumbai

निविदा संख्या : 400/2018/1247/BYO/ADMIN दिनांक: 06/05/2017

Tender No. : 400/2018/1247/BYO/ADMIN Dated: 06/05/2017

भारतीय लघु उद्योग विकास बैंक

एमएसएमई विकास केन्द्र, सी-11, जी ब्लॉक

बान्द्रा-कुर्ला कॉम्प्लेक्स, बान्द्रा (पूर्व), मुम्बई - 400 051

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA

MSME Development Center, C-11, 'G' Block,

Bandra Kurla Complex, Bandra (E), Mumbai - 400 051

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

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### Invitation to Bid

#### 1. Introduction and Requirement:

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 offers from Service Agencies of repute and experience for maintenance of its Visiting Officers Flats(VOFs) at Mumbai.

VOFs are located at Raheja Majestic, TPS III, Manmala Tank Road, Mahim (Matunga) and Meenaxi Apartments, Gokuldhara, Goregaon(E). SIDBI will provide fully furnished flats with all requisite amenities. While bidding, this may specifically be taken into account. The Service Provider will maintain the VOFs professionally and serve tea / coffee /snacks/ lunch /dinner/refreshments etc., at the rate decided by the Bank. Guests staying at VoF will make payment directly unless otherwise advised by the Bank. The tenure of the contract shall be for two years and is extendable for further period of one year at the SIDBI's sole discretion. However, continuance of contract, beyond initial one year, will be subject to Performance Review done by appropriate authority of the Bank. Extension beyond two years, if considered by the Bank in its discretion, shall be on mutually agreed rates.

Accordingly, proposals are invited from the eligible Service Providers having their registered office in Mumbai and its Suburbs for maintenance of VOFs situated at Mahim & Goregaon. You are requested to submit your bids strictly conforming to the schedule and terms and conditions given in Annexures attached

#### 2. Bidding Information:

प्रयोजन Purpose	अतिथि अधिकारी आवास का रख रखाव के लिए "सेवाप्रदाता" का चयन Selection of "Service Provider" for providing VOF Maintenance Services
बयाना जमा राशि (ईएमडी) Earnest Money Deposit (EMD)	35,000/- [तकनीकी बोली के साथ, किसी अनुसूचित वाणिज्यिक बैंक द्वारा/पर, सिडबी के पक्ष में मुम्बई पर आहरित डिमांड ड्राफ्ट (डीडी)/भुगतान आदेश (पीओ)/बैंक गारंटी (बीजी) के माध्यम से प्रस्तुत किया जाना है] <b>Rs.35,000/-</b> [to be submitted in the form of Demand Draft(DD)/ Pay Order (PO) /

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	Bank Guarantee (BG) drawn on / from any scheduled commercial bank in favour of SIDBI payable at Mumbai along with Technical Bid].
बोलियाँ प्रस्तुत करने की अंतिम तिथि Last Date of Submission of Bids.	<b>29 मई, 2017</b> 13.00 बजे तक है <b>May 29, 2017 by 1300 hrs</b>
स्पष्टीकरण Clarifications.	इस संबंध में, यदि किसी भी स्पष्टीकरण की आवश्यकता हो तो कृपया <b>19 मई, 2017</b> को 1500 बजे से पहले मेल आईडी- kachroo@sidbi.in तथा <a href="mailto:aamrit@sidbi.in">aamrit@sidbi.in</a> पर ई-मेल के माध्यम से पूछें। Clarifications, if any, may be asked in writing through e-mail <b>not later than May 19, 2017 by 1500 hrs</b> on mail id. 'kachroo@sidbi.in & aamrit@sidbi.in
बोली वैधता Bid Validity	बोलियां प्रस्तुत की दिनांक से <b>03 महीनों</b> , अर्थात् 29 अगस्त, 2017 तक। <b>03 months</b> from the date of submission of bids. i.e. <b>till August 29, 2017</b>
बोलियां प्रस्तुत करने के लिए पता Address for submission of Bids	उप महाप्रबन्धक प्रशासन उद्-भाग, सिडबी, एमएसएमई विकास केन्द्र प्लॉट नं.सी-11, जी ब्लॉक, बान्द्रा-कुर्ला कॉम्प्लैक्स, बान्द्रा (पूर्व) मुम्बई- 400 051 THE DEPUTY GENERAL MANAGER ADMINISTRATION VERTICAL, SIDBI, MSME DEVELOPMENT CENTER PLOT NO.C-11, 'G' BLOCK, BANDRA KURLA COMPLEX, BANDRA (EAST), <b>MUMBAI - 400 051</b>
लिफाफों की संख्या (विंडो-रहित, मुहरबंद) No. Of Envelopes (Non window, sealed)	<b>02 (दो), विंडो-रहित मुहरबंद लिफाफे :</b>  <b>लिफाफा क्र.1:</b> (जिस पर 'अतिथि अधिकारी आवास का रख रखाव के लिए प्रस्ताव - निविदा सं.

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	<p>400/2018/1247/BYO/ADMIN , दि. 06 मई, 2017 है- तकनीकी बोली" लिखा हुआ हो), इसमें निम्न दस्तावेज़ भेजे जाएं-</p> <ol style="list-style-type: none"> <li>1. अग्रेशन पत्र - अनुलग्नक V में दिए गए प्ररूप के अनुसार</li> <li>2. बयाना जमा राशि (ईएमडी) 35,000/- के लिए डिमांड ड्राफ्ट/भुगतान आदेश/बैंक गारंटी (अनुसूचित वाणिज्यिक बैंक पर/द्वारा जारी)</li> <li>3. तकनीकी बोली- अनुलग्नक- III में दिए गए प्ररूप के अनुसार</li> <li>4. बैंक अधिदेश प्रपत्र- अनुलग्नक- VI में दिए गए प्ररूप के अनुसार</li> </ol> <p><b>लिफाफा क्र. 2 :</b></p> <p>(अनुलग्नक-IV में दिए अनुसार मूल्य बोली, इस लिफाफे पर "अतिथि अधिकारी आवास का रख रखाव के लिए प्रस्ताव - निविदा सं.</p> <p>400/2018/1247/BYO/ADMIN , दि 06 मई, 2017 है - मूल्य बोली" लिखा हुआ हो) 02 (Two), Non-window sealed with: 02 (Two), Non-window sealed with: 1<sup>st</sup>. Envelope: (Superscribing "OFFER FOR MAINTENANCE OF VOF - Tender No. dated May 06, 2017 -Technical Bid") containing:</p> <ol style="list-style-type: none"> <li>1. Forwarding letter as per format given in <b>Annexure V.</b></li> <li>2. Demand Draft/ Pay Order/Bank Guarantee towards Earnest Money Deposit (EMD) for Rs. 35000/- [on/from scheduled commercial bank]</li> <li>3. Technical Bid details as per format given in <b>Annexure III.</b></li> <li>4. Bank Mandate Form as per format given in</li> </ol>
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	<b>Annexure VI.</b> <b>2<sup>nd</sup> Envelope:</b> (Superscribing "OFFER FOR MAINTENANCE OF VOF - Tender No. 400/2018/1247/BYO/ADMIN dated May 06, 2017 - Price Bid ") containing price bid as per format given in <b>Annexure IV.</b>		
तकनीकी बोलियां खोलने की दिनांक व समय Date of opening of Technical Bids	<b>29 मई, 2017 15.00 बजे तक है</b> <b>May 29, 2017 at 1500 hrs.</b>		
मूल्य बोलियां खोलने की दिनांक व समय Date and time of opening of Price Bids	मूल्य बोलियां, बाद म एक तिथि को खोली जाएंगी, जिसकी सूचना केवल छॉटे गए सेवाप्रदाताओं को भेजी जाएगी।Price bids would be opened at a later date which would be notified only to the short listed Service Providers.		
सम्पर्क सूत्र विवरण Contact Details	सिडबी, एमएसएमई विकास केन्द्र प्लॉट नं. सी-11, जी ब्लॉक, बान्द्रा-कुर्ला कॉम्प्लैक्स बान्द्रा (पूर्व), मुम्बई - 400 051 SIDBI, MSME Development Center, Plot No.C-11, 'G' Block, Bandra Kurla Complex, Bandra(East), Mumbai - 400 051.		
<b>नाम</b> (श्री/सुश्री) Name (S/Sh.)	<b>पदनाम</b> Designation	<b>दूरभास</b> Phone	<b>ई मेल E-mail</b>
Sanjay Kachroo	AGM (Hospitality)	67531198	kachroo@sidbi.in
Amrit Anand	AM (Hospitality)	67531134	aamrit@sidbi.in

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### **3. INSTRUCTION TO SERVICE PROVIDERS**

- 3.1. Service Providers are advised to study the tender document carefully. Visit our VOFs to know and understand the location, operational aspects, standards of up-keep and maintenance, cleaning materials used and quality of food served and manpower provided etc. 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 and thorough understanding of above mentioned service parameters.
- 3.2. Any clarification to be sought by the Service Providers 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](http://www.sidbi.in)).
- 3.5. In order to allow reasonable time to prospective Service Providers for taking 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 Service Provider for clarification. The response / Clarification shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 3.7. It would be the responsibility of the Service Provider's representative (only one person per Service Provider) to be present at the venue of opening of Bids.
- 3.8. The envelopes should clearly indicate the Name and Address of the Service Provider. All pages of the bid are to be signed and the page numbers should be running across the complete bid document and not section wise.
- 3.9. The Service Provider 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 RfP should be annexed separately to the Technical bid.
- 3.11. BID VALIDITY:  

The period of bid validity shall be binding on the Service Provider, as SIDBI may award the contract at any stage on or before the expiry of the bid validity date.

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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 Service Provider 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 / nondelivery 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 first phase only the 1<sup>st</sup> envelope will be opened on the date mentioned above. Representatives of the Service Providers 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, Service Providers will be short listed for opening of the Price Bids.
- 4.3. In second phase, 2<sup>nd</sup> envelope containing price bids of the Service Providers short listed in the first phase shall be opened. Service Provider’s 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 Service Providers shortlisted in the first phase of evaluation, through fax/ email.
- 4.4. Acceptance 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. SIDBI will award the contract to the successful Service Provider whose bid has been determined to be substantially responsive and has been determined as the LOWEST (L1) PRICE BID.

### Terms and Conditions

#### 1. DEFINITIONS:

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

- 1.1. The “Bank ” means Small Industries Development Bank Of India (SIDBI);
- 1.2. The “Service Provider” means the individual or firm or company providing or intending to provide maintenance Services under this Contract;
- 1.3. The “Contract” means the agreement entered into between the Bank, represented by its authorised representative and the service provider 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 Service Provider under the Contract for the full and proper performance of its contractual obligations;
- 1.5. The “Services” means those services ancillary to the up-keep and maintenance of VOFs & any other related service.
- 1.6. “TCC” means the Terms and Conditions of Contract contained in this section;
- 1.7. The “Site” means the locaton of VOFs of SIDBI in Mumbai as indicated above
- 1.8. The relationship between Service Provider and the Bank shall be of Vendor & Vendee.

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

- 2.1. Bids submitted at the precribed address on or before the stipulated date and time.
- 2.2. Bids accompanied with following documents:
  - 2.2.1.Forwarding letter
  - 2.2.2.DD/ PO/BG towards the EMD as required.
  - 2.2.3.Duly filled in and signed Technical Bid in prescribed format [**Annexure III**].
  - 2.2.4.Duly filled in and signed Price Bid in prescribed format [**Annexure IV**].



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2.2.5.Duly filled in and signed Bank Mandate Form in prescribed format  
**[Annexure VI]**

**3. MINIMUM ELIGIBILITY CRITERIA / TECHNICAL BID:**

- 3.1. The Service Provider should be located within Mumbai.
- 3.2. The Service Provider should be a sole proprietary concern, partnership firm or a company and should be in existence for at least 5 years. Preference will be given to Service Provider having necessary experience in providing guest house maintenance services to reputed organizations like All India Financial Institutions, public sector banks / undertakings, MNCs and large private sector companies.
- 3.3. The Service Provider should have achieved annual sales turnover of **Rs. 25.00** Lakh in any two of the last three financial years *i.e.*, 2013-14, 2014-15 and 2015-16, as per the audited financial results.
- 3.4. The Service provider Should have done at least during the past three(03) years:  
Three Contract of Guest House maintenance works of value not less than Rs 10.00 Lakh, **or** Two Contract of Guest House maintenance works of value not less than Rs 15.00 Lakh, **or** One Contract of Guest House maintenance works of value not less than Rs 30.00 Lakh,
- 3.5. The Service Provider should be making profit during these last three years as per the audited financial results.
- 3.6. The Service Provider should not have been black-listed by any Public Sector Bank, RBI or IBA or any other Government agencies during last 5 years.

**4. SCOPE OF WORK:**

- 4.1. The service provider would be responsible for up-keep / maintenance / housekeeping and cooking facility in the following **Visiting Officers Flats (VOFs)**:
  - 4.1.1 Flat No. 103, 1001/1002, Raheja Majestic, TPS III, Manmala Tank Road, Mahim (Matunga). All these three flats are having three bedrooms with two attached and one common toilet along with drawing – dining & kitchen.

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4.1.2 Flat No. 107 Meenaxi “B” wing, Gokuldham, Goregaon(E). This flat is having five bed rooms with two attached and two common toilets along with drawing – dining & kitchen.

4.2 The service provider would be responsible for providing attendants as mentioned below :

<b>Particulars</b>
<b>Raheja Majestic Mahim (Total 4 persons)</b>  1. VOF Care-taker (experienced in food service, house-keeping and guest handling ) – <b>One</b> 2. Cook (Min. 05 years experience) - <b>One</b> 3. House keeping/Food service/kitchen Staff - <b>Two</b>
<b>Gokuldham Goregaon (Total 2 persons)</b>  1 VOF Care-taker (experienced in food service, house-keeping and guest handling ) – <b>One</b> 2. Cook (Min. 05 years experience) - <b>One</b>

4.3 The service provider shall ensure that the persons engaged by him for the purpose shall have reasonable skills of housekeeping/food service and cooking.

4.4 The service provider shall ensure that the persons engaged by him shall wear clean dress and follow decent manners.

4.5 The service provider shall be responsible for police verification as well as identity of persons engaged by him.

4.6 The service provider shall issue identity cards to the engaged person and submit a copy to SIDBI for records.

4.7 The infrastructure provided by the Bank at the aforesaid places will be solely under the care and supervision of the service provider and any damage or loss to the property will be entirely the responsibility of the service provider.

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- 4.8 The service provider shall, to the satisfaction of SIDBI, arrange to prepare vegetarian and non-vegetarian food and snacks as also tea, coffee and such other items as the Bank may be specifying from time to time, at the cost of the service provider and serve the same as per the requirements of the guests staying in the VOF of Bank.
- 4.9 The service provider shall charge guests for the food, snacks and other items served to them at the rates approved by the Bank from time to time and the Bank shall not be responsible for any non-payment / non-recovery for such bills. SIDBI would, however, settle food bills for its official guests. The service provider will be advised about the same in advance.
- 4.10 The service provider shall provide all groceries, vegetables, oils, and masalas etc., required for preparation of food. Rice should be hand picked & the vegetables should be soaked in slated water as also washed with potassium permanganate solution  $\text{kmno}_4$  to ensure that the traces of pesticides are removed and then it should be washed thoroughly. Cooking should be done in reputed brand of refined Sunflower /Rice Bran Oil. It should bear the Agmark wherever available and the approval of officer-in-charge should be taken. The food preparation should be done under hygienic conditions & the food should not have excessive oil, spices, chillies and salt.
- 4.11 The sweets (desserts) etc., provided should be hygienic, purchased from reputed shops and free of silver foil and special care should be taken in the preparation of chapattis. It should be prepared immediately prior to the mealtime to ensure that it is hot and the curd should be fresh. The Menu will be as decided by the Bank. The meal rates will be as prescribed by the Bank from time to time and the same should be displayed prominently.
- 4.12 Cleaning agent and the rinsing liquid for the dish washing, scrubbers and other cleaning equipment will be provided by the service provider.
- 4.13 The service provider shall to the satisfaction of the Bank, attend to the following:-

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- 4.13.1 General housekeeping, cleaning and upkeep of the VOF.
- 4.13.2 Attending on the guests and looking after their needs incidental to their stay in VOF.
- 4.13.3 Rendering other services such as keeping drinking water in the rooms, keeping soaps and towels in the toilet and bathrooms, changing bed spreads, sheets and pillow covers and putting them for wash or laundry.
- 4.13.4 Attending generally to everything which goes with the housekeeping of any guest house.
  
- 4.14 The service provider shall maintain a register of visiting guests in the form to be specified by Bank and shall collect the charges from the guests staying in VOF at such rates and in such manner as may be specified by Bank and shall account for and deposit at the office every month.
  
- 4.15 The service provider shall provide round-the-clock vigil and shall be responsible for the security of the premises, furniture and all other goods in VOF.
  
- 4.16 **General House keeping services required for VOFs :**
  - 4.16.1 Daily Cleaning and dusting of Guest Rooms, dining halls, pantry, lobby, corridors, windows, / door panels, granite counters, etc., toilet cleaning, cleaning of the toilet seats, urinal pots, wash basins by applying toilet cleaner & scrubbing the same with toilet brush, washing by disinfectant. All the dust be wiped dry with dry duster & wiping of mirrors with glass cleaning agent. Replenishment of soaps or liquid soap in the soap dispensers., Clean mugs should be available in the toilets. Wiping of the chairs, tables, A/C grills, telephones etc. on daily basis. Collection of the garbage/waste papers from the guest's rooms and disposing it off in the specified manner. All toilets should have the toilet freshener (Like Odonil), toilet rolls.Naphthalene balls must be put in the washbasins.
  
  - 4.16.2 Bed sheets & other linen should be changed daily in occupied rooms or upon checkout. Inventory of linen should be maintained. The washed linen should be readily available. The trained staff should do the bed making properly.

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- 4.16.3 The agency will be required to take utmost care of in-custody items, utensils , equipment which will be handed over to them. If any items, utensils etc. are found lost, it would be recovered from the agency.
- 4.16.4 The electricity charges and repairs in respect of plumbing, electrical connections etc., will be attended to by SIDBI at its cost. The service provider shall collect / arrange to collect the Electricity Bills pertaining to the VOF and submit the same in the Office of SIDBI.
- 4.16.5 The Service provider shall pay T.V. cable charges, telephone & electricity bills and seek reimbursement from SIDBI.
- 4.16.6 The Service provider shall coordinate with caretakers of the Bank for annual maintenance of ACs and any other maintenance contracts.
- 4.16.7 The service provider shall take every care to avoid unnecessary consumption of power and misuse of infrastructure.
- 4.16.8 The telephone of SIDBI installed in the VOF shall be under the lock and key of the service provider and the service provider shall ensure that no unauthorized calls are put through the same. The service provider shall maintain a register to record the official calls put through the said telephone and shall bear the cost of all unauthorized calls not supported by the entries in the said register.
- 4.16.9 All losses and damages to the property of the Bank by the service provider or its employees or agents shall be made good by the service provider on receipt of demand by the Bank on that behalf and the Bank’s decision regarding the quantum of such losses / damages shall be final. SIDBI shall be entitled to recover such amount by deducting the same from any amount(s) payable by SIDBI to the service provider for rendering the aforesaid services.
- 4.16.10 The cost towards washing / ironing / maintenance of linen viz. towels, bedspreads, sheets, pillow cover etc shall be borne by the Service provider. However, Bank will provide a washing machine, electric iron etc. for guest laundry and the Service provider shall provide in-house laundry facility for guests on chargeable basis. The rates for Guest’s laundry should be

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reasonable and prior approval should be taken form the Bank for such rates.

#### 4.17 Maintenance of Pantry

4.17.1 The Pantry should be cleaned thoroughly including the tiles, drainage's and flooring on daily basis. The chopping boards and knives should be cleaned before and after every use. Cleaning of the SS ware and the kitchen utensils should be done properly and the utensils etc. should be kept sparkling clean.

4.17.2 Periodic cleaning of the equipment and utensils etc., including the pantry area may be done every week or as and when needed/directed by the Bank.

4.17.3 Good personal hygiene should be maintained by the staff.

4.17.4 Only reputed brands of packed food items like butter, pickles, jams, sauces etc., should be used and foods should not be stored beyond the expiry dates.

4.17.5 Storage of the raw food should be done properly and at the correct temperature.

4.17.6 Separate store should be maintained for the Housekeeping items.

4.19 Following amenities should be provided in all guest rooms i.e. (VOFs)

SI.No	Amenities	SI.No	Amenities
1	Bath Soap	6	Shaving kit (for gents guest)
2	Shampoo Pouch	7	News Papers (one ET & one Tol)
3	Shoeshine	8	Magazines (India Today)
4	Sewing Kit		
5	Tooth Brush, Toothpaste	9	Fruit Platters
		10	Display meal rates in all rooms as advised by the Bank

4.20 The Bank will provide fully furnished ready to live-in flats with requisite inventories.

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- 4.21 The Service Provider will source cooking gas, cleaning material, food ingredients, trained cook, service staff & house keeping staff etc. at their own cost.
- 4.22 The Service Provider will be responsible for day to day up-keep and maintenance/housekeeping of VOF, receiving the guests and providing food and stay related services to them.
- 4.23 Maintenance of VOF should meet the standards of house keeping expected in professionally managed guest houses with clear identification of services to be carried on daily basis under constant supervision.
- 4.24 The guests who stay in the VOF are Directors, senior Government officials and officers of SIDBI. Service should meet the requisite standards.

## **5. Infrastructure and facilities to be provided by the Bank**

- 5.1 Fully furnished flats with kitchen & related cooking equipments.
- 5.2 Dining area with tables and chairs.
- 5.3 Electricity connections/points for Electrical Equipments/ Infrastructure, Fridge, Ovens, Gas Stove, Electric Heater, Water Purifier, TV *etc.*

## **6. Crockery/Cutlery/Glassware**

- 6.1 The crockery / cutlery / glassware and utensils and requisite kitchen gadgets will be provided by the Bank
- 6.2 It shall be the duty of the Service Provider to properly handle various gadgets and utensils, etc. provided by the Bank.

## **7. Service Staff**

- 7.1 The Bank shall not be responsible in any way for any breach by the Service Provider of the rules and regulations governing the running of such establishments.
- 7.2 The Service Provider shall not engage minors for service.
- 7.3 The Service Provider shall maintain the Register/Challan copies as under:
  - 7.3.1 Under Contract Labour (Regulation and Abolition) Act, 1970

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- 7.3.1.1 Attendance Register
- 7.3.1.2 Wage Register
- 7.3.1.3 Over-time Register
- 7.3.1.4 Advance Register
- 7.3.1.5 Register of Deduction for Damage & Loss
- 7.3.1.6 Register of Fine
- 7.3.1.7 Accident Register

7.3.2 Under PF/ESIC/MLWF Act

- 7.3.2.1 Photo copies of PF/ESIC Monthly Challans (from the beginning of the contract)
- 7.3.2.2 MLWF Challans (from the beginning of the contract)
- 7.3.2.3 Agreement copy with the Bank

7.3.3 Under Minimum Wages Act, 1948

- 7.3.3.1 Minimum wages to all employees of the agency/ service provider as prescribed by applicable laws.

The Service Provider 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 Service Provider or their services personnel on account of misconduct, omission and negligence by the Service Provider or his service personnel.

- 7.4 The Service Provider shall maintain and provide all necessary documentation, registers and records and other related documents including for complying with any statutory requirements and provisions of applicable laws.
- 7.5 The Service Provider shall take all precautionary measures to ensure the safety of workmen employed by it and SIDBI shall not be responsible in case of any eventuality.
- 7.6 In case of any labour problems related to workmen staff of the Service Provider deployed in SIDBI VOF, the same shall be settled at the Service Provider's end only. The "Service Provider" shall indemnify SIDBI suitably. It shall be the duty of the Service Provider to inform expressly his own personnel / staff that they shall have no claim whatsoever against SIDBI and



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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.

- 7.7 The Service Provider 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 Works Contract Act, Minimum Wages Act, Provident Fund Act, ESI etc., and shall indemnify SIDBI against and damages arising out of the default on the part of the Service Provider 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.
- 7.8 The Service Provider shall organize medical examination of all the staff before initial deployment which will be repeated on yearly basis. Any person found to be medically unfit or unsuitable shall have to be removed by the Service Provider from the services and suitable replacement shall have to be arranged forthwith.
- 7.9 The Service Provider shall arrange to issue Identity Cards to all his staff, through Security Desk of SIDBI, which has to be produced for inspection as and when required by SIDBI and/or suitably displayed.
- 7.10 The Service Provider shall provide the proof of background check of its staff deputed for VOF maintenance.
- 7.11 The Service Provider shall ensure:
- 7.11.1 That all instructions, guidelines and specifications issued to the Service Provider by SIDBI are clearly and effectively communicated by the Service Provider to its employees and personnel;
- 7.11.2 That all instructions, guidelines and specifications are strictly adhered to by the employees and personnel of the Service Provider so that reputation of SIDBI is not damaged.
- 7.11.3 That no action taken by the Service Provider and / or its employees and /or personnel shall violate laws and regulations.
- 7.11.4 The staff shall be properly dressed in neat and tidy uniform. They shall be courteous, well mannered and attentive. They should be conversant with the tenets of the trade.

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7.11.5 The Service Provider will ensure supply of quality items of food / sweets etc. In case of unsatisfactory/unhygienic quality of food item(s) or lapses in up-keep and maintenance of VOF or any breakage, / shortage, deductions will be made as penalty which will be solely decided by the Bank. Good quality raw material of reputed brands only is to be used for the preparation of food.

7.12 The contract shall not be construed to have given employment to the Service Provider in the Bank nor any right to the Service Provider on Bank's property. On completion of the contract or whenever the Bank decides the Service Provider and his staff will immediately vacate the premises and handover all the dead stock /other miscellaneous inventory items that were given by the Bank. The Service Provider is only allowed to use the VOF premises for the limited purposes of up-keep and maintenance and service to the employees/officers, etc of the Bank.

## **8. Pre-bid Clarifications**

8.1 The intending Service Providers will have to send their queries by email to both mail ids ([kachroo@sidbi.in](mailto:kachroo@sidbi.in) & [aamrit@sidbi.in](mailto:aamrit@sidbi.in) and necessarily visit in person to SIDBI BKC Office premises for pre bid meeting to be held on **May 19, 2017 at 4 pm**. All queries will be clarified in the Pre-bid meeting. 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 Service Providers are advised to inspect the sites, understand the nature of services required and satisfy themselves before submitting their bids. However, no such visits will be allowed after the pre bid meeting date. A Service Provider 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 or any representation due to any misunderstanding or otherwise shall be allowed or entertained.

## **9. Rates**

9.1 No escalation in rates will be permitted during the contract period.

9.2 No advance will be paid.

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9.3 Applicable taxes will be deducted at source at the time of settlement of bills unless the Service Provider produces the certificate to the contrary from the Income Tax authorities. Certificate for tax deducted will be issued by the Bank.

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

10.1 Payment to service provider shall be made on monthly basis. The Service provider shall raise the invoices for services provided during the month and submit the consolidated bills to Administration Vertical in the first week of every month (bills for maintenance, and food etc., if any provided in the preceding month). The Bank after scrutiny will release the payments 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 Mumbai office, electronically through RTGS/ NEFT. All the Service Providers should submit duly filled-in & signed [by authorized signatory and Service Provider’s banker] **Bank Mandate Form** as per format prescribed in **Annexure – VI**.

10.3 At the time of claiming the payments including refund of EMD, the Service Provider will be required to confirm in writing the bank a/c 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 Service Provider must accept terms of the payment proposed by the Bank. The price bid submitted by the Service Provider must be in conformity with terms of the payment 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 Service Provider, in case of delays or defaults on the part of the Service Provider. Such withholding of payment shall not amount to a default on the part of the Bank.

10.5 TDS, if any, will be deducted while releasing the payment.

**11. EARNEST MONEY DEPOSIT:**

11.1 The Service Provider submitting the bids will have to deposit EMD of Rs. 35,000/- (Rupees Thirty five thousand only) by way of DD/PO/BG drawn on a scheduled commercial bank in favour of ‘**SIDBI**’, payable at **Mumbai**, along with the Technical Bid.

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- 11.2 Any bid received without EMD in proper form and manner shall be considered unresponsive and may be liable to be rejected.
- 11.3 The Service Provider selected through the tendering process may be required to give security deposit of 1,00,000/- (Rupees One lakh Only) in the form of a performance bank guarantee / DD/PO drawn or from a scheduled commercial bank in favour of Small Industries Development Bank of India payable at Mumbai refundable on expiry of contract after adjustment of any dues receivable from the Service Provider.
- 11.4 SIDBI is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI. 2.5.1 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).
- 11.5 Such MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances. Agencies/ Bidders desirous of availing exemptions/ 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
- 11.6 The unsuccessful Service Providers will be returned the E.M.D. within 15 days from the date of final decision of the Bank regarding the contract except on account of exigencies beyond the Bank's control.
- 11.7 Request for exemption from EMD will not be entertained.
- 11.8 The EMD may be forfeited:
  - 11.8.1 If any Service Provider withdraws its bids during the period of bid validity.
  - 11.8.2 If any Service Provider makes statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.
  - 11.8.3 In case of the successful Service Provider, if the Service Provider fails to accept the order/ sign the contract within the stipulated time or fails to furnish performance guarantee.

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## **12. Quotation and Process of Selection:**

- 12.1 Interested Service Providers 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 MAINTENANCE OF VOF” addressed to The Deputy General Manager, Administration Vertical, Small Industries Development Bank of India (SIDBI), MSME Development Centre, C- 11, ‘G’ Block, Bandra - Kurla Complex, Bandra (East), Mumbai 400051.
- 12.2 The cover will be required to be handed over to Shri Sanjay Kachroo AGM (Hospitality) or Shri Amrit Anand AM (Hospitality), Second Floor, Small Industries Development Bank of India (SIDBI), MSME Development Centre, C- 11, ‘G’ Block, Bandra - Kurla Complex, Bandra (East), Mumbai 400051 on or before **1300 hours on 29.05.2017**.The quotation (Technical Bid only) will be opened at **1500 hours on 29.05.2017** in the presence of the Service Providers, who wish to remain present.
- 12.3 The quotation (Technical Bid only) will be opened at 15:00 hours on 29.05.2017 in the presence of the Service Providers, who wish to remain present.
- 12.4 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.
- 12.5 A Committee of officials of the Bank will be visiting the Registered office and the locations based at Mumbai and its suburbs where the Service Provider is providing its services to verify the claims stated in the technical bid document. The Service Providers who satisfy the criteria will only be considered for further tendering process and their price bid will be opened..

## **13. Notice for Termination of Contract**

The contract can be terminated by the Service Provider by giving a clear three months’ notice while the Bank can terminate the contract by giving one months’ notice.

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**14. Agreement**

The successful Service Provider has to enter into an agreement with SIDBI. The terms and conditions contained in this Rfp shall be the basis of such agreement.

**15. USE OF CONTRACT DOCUMENTS AND INFORMATION:**

15.1 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 Service Provider 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.

15.2 The Service Provider will treat as confidential all the data and information about the Bank, obtained in the execution of his/its/their responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

**16. SUBCONTRACTS:**

16.1 The Service Provider 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.

**17. APPLICABLE LAWS:**

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

**17.2 COMPLIANCE WITH ALL APPLICABLE LAWS:** The Service Provider shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RfP and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees / officers / staff / personnel / representatives / agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences

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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.

**18. FORCE MAJEURE:**

18.1 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 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.

18.2 If a Force Majeure situation arises, the Service Provider 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 Service Provider 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.

**19. RESOLUTION OF DISPUTES:**

19.1 It will be the Bank’s endeavor to resolve amicably any disputes or differences that may arise between the Bank and the Service Provider from misconstruing the meaning and operation of the RFP and the breach that may result.

19.2 In case of Dispute or difference arising between the Bank and the Service Provider 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 Service Provider OR in case of disagreement each party may appoint an arbitrator and such arbitrators may

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appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.

19.3 The Service Provider 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.

19.4 Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;

19.5 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 Mumbai, India only.

19.6 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.

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

19.8 Any dispute between the Service Provider 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 Mumbai, 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 Mumbai alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final and binding. The Service Provider shall not be entitled to suspend the provision of the catering services, pending resolution of any disputes and shall continue to render the catering services in accordance with the provisions of the contract notwithstanding the existence of any dispute between the Service Provider and the Bank or the subsistence of any arbitration or other proceedings.



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

**ANNEXURE – III**

THE FORMAT FOR TECHNICAL BID

APPLICATION FOR UP-KEEP AND MAINTENANCE OF VOF AT MUMBAI

From:

To:

**The Deputy General Manager**

Small Industries Development Bank Of India

**Administration Vertical 2nd Floor**

C -11, "G" Block

Bandra - Kurla Complex

Bandra (East)

Mumbai 400051

<b>Sl. No.</b>	<b>Particulars</b>	<b>Details to be filled in by the Service Provider(Please attach supportive documents)</b>
1	Name of the Service Provider	
2	Regd. Office/Business address of the Service Provider	

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4	Date of Incorporation/Constitution	
5	PAN/TAN Nos. of the Service Provider	
6	Service Tax Registration No.	
7	Whether registered with Registrar of Firms/ Companies? Date of Registration (Attach copy of registration certificate)	
8	Whether registered with Sales Tax Department? Date of Registration.	
9	Whether registered with Health Department / or any other authority? Date of Registration.	
10	Whether registered with Labour Department? Date of Registration.	
11	Whether registered with Central/State Excise/Income Tax Department for Service Tax? Date of Registration.	
12	(a)Turnover in the last 3 financial years. (year-wise). Please attach a copy of CA certified audited Balance Sheet and P & L Statement. (b)Profit for the above financial years	2013-2014 - 2014-2015- 2015-2016-
13	Bank Details Name of the Bank Branch Type of Account Account Number IFSC Code *	
14	**Years of experience in providing guest-house maintenance services. (proof of work order copy to be attached)	
15	*** Name of the Organisations / Corporations / Departments where the experience has been gained and number of persons the agency was serving (each location wise)	
16	Please indicate the particulars of the personnel with relevant professional qualifications in house keeping or guest house maintenance.	

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17	Particulars of Payment towards EMD of Rs.35,000/- (Rupees Thirty Five Thousand Only)	
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\* Bank Mandate Form attached as the proof of Bank details given in serial no,13  
Yes / No

\*\* Bank reserves right to call for proof / documents for verifications.

DECLARATION

1. The above information is true to the best of my/our knowledge and if any information is found untrue or false I/we may be debarred from the tender process/being given the contract.
2. I/We agree to abide by the terms and conditions stipulated by the Bank.

Date:...../...../2017

Authorised Signatory:

Name:

Designation:

Phone:

Mobile:

Email id:

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**2<sup>nd</sup> Envelope:**

(Superscribing “OFFER FOR MAINTENANCE OF VOF - Tender No. dated May 06, 2017

- Price Bid ”

**Annexure IV**

**Price Bid**

**[MAINTENANCE OF VISITING OFFICER’S FLAT ]**

From,

To:

**The Deputy General Manager**

Small Industries Development Bank Of India

**Administration Vertical 2nd Floor**

C -11, "G" Block

Bandra - Kurla Complex

Bandra (East)

Mumbai 400051

Dear Sir,

We offer the rates per month for maintenance of VOF at Mumbai as under:

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Particulars	Man Power	Amount (Monthly or 1st Year)[pl give staffwise break-up]	Amount (Monthly For 2 <sup>nd</sup> Year)[pl give staffwise break-up]
Visiting Officers Flat Raheja Majestic, TPS III, Manmala Tank Road, Mahim (Matunga)	One (01) VOF Care-taker who can take bookings/handle guests/supervise/serve food and maintain the VOF		
	One (01) Cook (Min.05 years experience)		
	Two (02) Assistants (kitchen/ food service/house-keeping staff)		
Meenaxi Apartments, "B"wing, Gokuldham, Goregaon(E).	One (01) VOF Care-taker who can take bookings/handle guests/supervise/serve food and maintain the VOF		
	One (01)Cook (Min.05 years experience)		
Total Manpower	Two (02) VOF care-takers, Two(02) Cooks and Two (02) Helpers		
Total cost per month			
Service Charges			
Total cost of the contract including service charge			

Additional manpower may be required which shall be paid on actual basis. However, hiring charges for such casual staff may be quoted for

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- a) Daily basis -
- b) Monthly basis -

**Note:**

1. No terms and conditions should be stipulated in the Price Bid, which is meant only for the quotation of offer price/ rate.
2. Prices quoted above shall be valid throughout the bid validity period.
3. Prices shall be in conformity to the scope of the work.
4. All royalties, sales tax, toll tax, local tax, octroi, VAT tax and any other taxes including works contract tax etc., in respect of this contract and also any statutory variation in future towards above mentioned taxes & any other taxes if levied in future by statutory authority applicable to the this contract shall be payable by the bidder and SIDBI will not entertain any claim whatsoever in this respect.  
The rates will be "Excluding the service tax". The reimbursement against "Service tax" will be paid to the bidder as per Govt., rules & regulations. The proof of payment made by the bidder to the appropriate department shall be submitted to SIDBI, failing which appropriate amount shall be withheld on getting information/instruction from the concerned department.  
The Bank shall deduct Income tax at source so decided by the Govt. at the time of making the payment and issue the corresponding certificates to the bidder for the payments made to him from time to time.
5. **L I** will be based on total cost to Bank for the contract period.

Organization :

Date:...../...../2017

Authorised Signatory:

Name:

Designation:

Phone:

Email id:

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I / We agree to undertake the work subject to terms and conditions stipulated in **Annexure II** by the Bank at the rates quoted above.

**Date:** **SIGNATURE**  
**Name and Seal of firm**  
*(The rates will be offered in separate sealed cover superscribing  
“Financial Bid for Maintenance of VOF” )*

**Annexure - V**

**Forwarding Letter**

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

To:

The Dy. General Manager  
Administration Vertical  
SIDBI  
2nd Floor, MSME Development Center  
C-11, ‘G’ Block  
Bandra Kurla Complex  
Bandra (East)  
**Mumbai - 400 051**

Dear Sir,

Tender No. **400/2018/1247/BYO/ADMIN dated May 06,2017**

**Your Tender No. 400/2014/1005/BYO/SIDBI dated May 06, 2017**

This is with reference to your above mentioned tender for Selection of “Service Provider” for up-keep and maintenance of VOF in, Mumbai. 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 **Annexure II** of the tender document.

Date:...../...../2017

Authorised Signatory:

Name:

Designation:

Phone:

Email

**Annexure - VI**

**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:\_\_\_\_\_



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Phone No. with STD code:\_\_\_\_\_

Mobile No.:\_\_\_\_\_

Permanent Account Number \_\_\_\_\_

MSE Registration / CA Certificate \_\_\_\_\_

(if applicable)

**3. Particulars of Bank account:**

Beneficiary Name			
Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
Account type	Saving	Current	Cash Credit
Account No.	(as appearing in the Cheque book)		
<b>(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 &amp; code and Account Number)</b>			
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 Bank responsible. I also undertake to advise

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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**

**1, 2: 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.

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**EMD / PERFORMANCE SECURITY FORM**

**(Sample Format - TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER of requisite value)**

To: **SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA, MSME Development Centre, C-11, G Block , Bandra Kurla Complex, Bandra (E), Mumbai – 400 051**

WHEREAS ..... (Name of Service Provider ) (hereinafter called the “Service Provider”) has undertaken, in pursuance of Request for Proposal (RFP) No                **dated**                **2017** for up-keep and maintenance of VOF (herein called the ‘the RFP”) to you.

AND WHEREAS, it has been stipulated by you in the said RFP that the Service Provider shall furnish you with a Bank Guarantee from a scheduled commercial Bank for the sum specified therein, as security for compliance with the Service Provider’s performance obligations in accordance with the RFP.

AND WHEREAS we -----Bank having its registered / head office at ----- and, inter alia, a branch office situate at ----- have agreed to give a performance guarantee in lieu of EMD of ` ----- ( ----- only ) on behalf of the Service Provider.

We -----**Bank** further undertake not to revoke and make ineffective the guarantee during it’s currency except with the previous consent of **SIDBI** in writing.

We ----- Bank do hereby unconditionally and irrevocably undertake to pay forthwith to SIDBI, without any demur or protest, merely on demand from SIDBI, an amount not exceeding ` ----- (----- only) by reason of any breach of the terms of the RFP dated ---- by the Service Provider. We hereby agree that the decision of SIDBI regarding breach of the terms of the RFP shall be final, conclusive and binding.

WE do hereby guarantee and undertake to pay forthwith on demand to SIDBI a sum not exceeding ` ...../- (Rupees ..... only) (amount of the Guarantee in words and figures) and we undertake to pay you upon your first written demand declaring the Service Provider to be in default under the RFP and without cavil or

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argument, any sum or sums within the limit of `...../- (Rupees ..... only) (Amount of guarantee) as aforesaid, without SIDBI needing to prove or to show grounds or reasons for its demand or the sum specified therein.

Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason. Our obligations hereunder shall not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate us from our obligations hereunder in whole or in part, including and whether or not known to us or SIDBI:

- (i) any time or waiver granted to the “Service Provider”;
- (ii) the taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the “Service Provider”;
- (iii) any Variation of or amendment to the RFP or any other document or security so that references to the Contract in this Guarantee shall include each such Variation and amendment;
- (iv) any unenforceability, invalidity or frustration of any obligation of the “SERVICE PROVIDER” or any other person under the RFP or any other document or security waiver by you of any of the terms provisions conditions obligations UNDER RFP or any failure to make demand upon or take action against the “SERVICE PROVIDER”;
- (v) any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our undertaking; and;
- (vi) any change in constitution of the “Service Provider”;
- (vii) any petition for the winding up of the “SERVICE PROVIDER” has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the “Service Provider” has been made by a Court of competent jurisdiction;

The written demand referred to in paragraph above shall be deemed to be sufficiently served on us if you deliver to us such demand at the address as set out in 3<sup>rd</sup> paragraph

This guarantee is valid until the ..... day of <validity date> and a claim in writing is required to be presented to us within a period of one month from <validity date> i.e.

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on or before <**claim period**> failing which all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities mentioned hereinabove.

Signature and Seal of Guarantors (“Service Provider”'s Bank)

.....

Date.....

Address .....

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