

#### भारतीय लघु उद्योग विकास बैंक

# **Small Industries Development Bank of India**

प्रशासन एवं परिसर उद्-भाग, सिडबी आत्मा राम हाउस, 1 टोलस्टॉय मार्ग, नई दिल्ली - 110 001 Administration and Premises Vertical, SIDBI, Atma Ram House, 1, Tolstoy Marg, New Delhi - 110001

नई दिल्ली/एनसीआर में सिडबी के कार्यालय और आवासीय परिसरों के सामान्य रखरखाव, हाउसकीपिंग और विद्युत रखरखाव के लिए वार्षिक अनुबंध के लिए निविदा

TENDER FOR GENERAL MAINTENANCE, HOUSEKEEPING AND ELECTRICAL MAINTENANCE OF SIDBI'S OFFICE AND RESIDENTIAL PREMISES AT NEW DELHI/ NCR

**TENDER DOCUMENT NO.: T002315588** 

**GENERAL TERMS AND CONDITIONS AND PREQUALIFICATION CRITERIA** 



1.	1. BID CALENDER				
1.	Date of commencement of bidding	28/02/2024			
2.	Sale of Tender Document	28/02/2024 to 20/03/2024			
3.	Pre-Bid meeting with Bidders (date and time)	07/03/2024 11:00 Hrs.			
4.	Last date and time for closure of bidding and receipt of Bid Documents	20/03/2024 1500 HRS.			
5.	Date and Time of Prequalification and Technical Bid Opening	20/03/2024			
6.	Estimated cost for the work	Rs. 300.00 Lakh (excl. GST)			
7.	Earnest Money Deposit Amount	Rs. 3,50,000/-			
8.	Place of opening of Bids	GeM Online Mode			





9.	Independent External Monitor	Shri Sanjay Kumar Srivastava, IAS (Retd.)     Apartment T-06 B, Windsor Court, DLF Phase IV,     Gurgaon – 122009     Mobile no 9910059472     Email_id: <a href="mail-sksrivastava">sksrivastava</a> 7854@rediffmail.com
		2. Dr. Parvez Hayat IPS (Retd.) B-4/69-A, Safdarjung Enclave New Delhi 110029 Mobile: 9810134469 Email: phayatips@gmail.com
10.	संपर्क व्यक्ति / Contact Person	आलोक कुमार सिन्हा / Alok Kumar Sinha वरिष्ठ निजी सचिव / Senior Private Secretary ईमेल / Email: aksinha@sidbi.in फ़ोन / Phone no: 011 - 23448402 सुस्मिता एम. नायर/ Susmitha M. Nair सहायक प्रबंधक/ Asstt. Manager ईमेल / Email: snair@sidbi.in फ़ोन / Phone: 011 - 23448499

# Note:-

- 1. If Holiday is declared in any of the dates given above, the next working day shall be treated as the revised date.
- 2. Technical Bids will be opened online through GeM e-bidding mode only.

Authorised Signatory):_	



#### **TENDER NOTICE**

Small Industries Development Bank of India (SIDBI) is an all India Financial Institution catering to the financial needs of Micro, Small and Medium Enterprises. SIDBI invites offers (Pre-Qualification cum Tenders) from well-established General Maintenance and Housekeeping contractors for providing General Housekeeping, Maintenance and Electrical Maintenance for its office building at SIDBI, Atma Ram House, 1, Tolstoy Marg, New Delhi - 110001 for two years from the date of commencement of work subject to satisfactory performance review after each year with a provision of extension for further one year. The estimated cost for the General Maintenance and Housekeeping Contractor is around Rs. 300.00 Lakh (excl. GST) for two years. The contract is extendable for another one year subject to satisfactory performance of the agency after completion of two years on the same terms and conditions. However, the minimum wages will be paid as per the Govt. Circulars updated from time to time.

Interested tenderers (contractors / agencies/ vendors/ service providers) may obtain the tender documents from the GeM website. The tender document can also be CPP downloaded from Our website www.sidbi.in or from Portal http://eprocure.gov.in/cppp. If any clarification is required by the tenderer, the same can be discussed during pre-bid meeting to be held at the above address. If required, the Bank may issue an addendum/corrigendum which will be posted on GeM's website, SIDBI's website and CPP portal. All the interested parties should see the same before submitting the offers.

- i. Tenderers are advised to go through this tender document carefully as well as visit the Bank's office premises at SIDBI, Atma Ram House, 1, Tolstoy Marg, New Delhi - 110001 and acquaint themselves with the site conditions, scope of work as well as the present condition of building and fittings, equipments etc. before submission of tender.
- ii. The duly filled in tender documents including complete set of supporting documents shall be uploaded by the tenderer in GeM's website at <u>designated</u> places ONLY by the tenderer.
- iii. Earnest Money Deposit (EMD) shall be submitted by the tenderer in the mode and form as specified in the GeM bid. EMD will not bear any interest.
- iv. EMD will be forfeited in the event of any refusal or delay on the part of the successful tenderer to accept the Bank's offer for award of work or sign and execute the contract on acceptance of his tender. EMD shall also be liable for forfeiture in case the successful tenderer delay the commencement of work as per the contract. EMDs of unsuccessful tenderers will be refunded within 60 days from the date of opening of commercial bids. EMD of successful tenderer will be retained as security deposit (other than the Performance Bank Guarantee) and will be refunded (If DD submitted) after the completion of contract.

Date: 26.02.2024	Dy. General Manager



# GENERAL RULES AND INSTRUCTIONS FOR THE TENDERER

- 1. SIDBI is governed by Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, Gol. MSEs would also be entitled for tender sets free of cost and exemption from payment of earnest money deposit.
- 2. The contract period will be valid for two year from the date of commencement of work subject to satisfactory performance review after each year with a provision of extension for further one year. Bank reserves the right to terminate the contract before completion of the said period in case the performance is not found satisfactory as per the termination clause.
- 3. As regard price bid i.e. the tenderer shall quote price breakup separately as indicated in the Price bid break up format including the profit and management fee (service charge). Service charge shall include uniform charges, supervision charges and profit anticipated in terms of percentage of total annual contract value as all the other rates are governed by Govt. rules and regulations. The profit percentage to be quoted as per the GeM rules and guidelines.
- 4. Presently the successful tenderer (hereinafter referred to as contractor) has to depute its staff at various residential premises located in New Delhi/ NCR as per the tentative manpower list provided in Special terms of Contract document. However, in case of any additional requirement or reduction of staff, contractor is bound to provide the manpower at quoted cost for the existing as well as additional/ reduced manpower as and when required during the tenure of the contract.
- 5. Bank is not liable to pay any interest on the EMD.
- 6. The acceptance of the tender will rest with the Bank, which does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assignment of any reason thereof.
- 7. On acceptance of the tender, the name of the authorized representative(s) of the successful tenderer who would be responsible for taking instructions from the Bank as employer shall be communicated to the employer.
- 8. Bank reserves to itself the right of rejecting or accepting the whole or part tender and the successful tenderer shall be bound to perform the same at the rate quoted.
- 9. Any other tax except GST (at applicable rates) in respect of this contract shall be payable by the successful tenderer. The Bank will not entertain any claim whatsoever in this respect.
- 10. The Tender shall remain open for acceptance for a period of 120 days from the date of opening of part III of the tenders. If any tenderer withdraws his



- tender before the said period, the Bank shall be entitled to forfeit Earnest Money paid along with the tender.
- 11. It is obligatory on the part of the tenderer to sign the tender documents for all the parts and after the work is awarded, he will have to enter into an agreement with the competent authority of the Bank.
- 12. The successful tenderer shall not assign the contract to other agencies. He shall not sublet any portion of the Contract except with written permission of the Bank. In case of breach, the Bank has liberty to serve notice and rescind the contract.
- 13. The earnest money/security deposit of the successful tenderer will be forfeited, if he fails to comply with any of the conditions of the contract.
- 14. SUCCESFUL TENDERER TO INFORM HIMSELF FULLY: The successful tenderer shall be deemed to have carefully examined the work and site conditions including labour, the general and special conditions, the job requirements, schedules of equipments and drawings and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carried out his own investigations to arrive at the matter concerning the contract. Before submitting his offer, the successful tenderer shall ascertain the particulars thereof by contacting the concerned officials.
  - a) In all cases of omissions and / or doubts or discrepancies in any item or job requirement, a reference shall be made to the **Deputy General Manager** whose elucidation, elaboration or decision shall be considered as authentic and final. The successful tenderer shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.
- 15. All tenderers shall sign and submit Integrity pact on the approved format given in **Proforma-IV**.
- 16. All compensation or other sums of money payable by the successful tenderer to the Bank under the terms of this contract may be deducted from the Earnest Money Deposit /Security Deposit /bills or from any sums payable to the successful tenderer and successful tenderer within ten days after such deductions shall make good the amount so deducted, as the case may be.
- 17. The Bank shall have a right to carry an audit / technical examination of the works and the bills of the successful tenderer including all supporting vouchers, abstracts etc. by any of the persons or organizations as appointed by the Bank. If as a result of the examination or otherwise, any sum is found to have been overpaid or over certified, it shall be lawful for the Bank to recover the sum from any payment due to the contractor for such work.
- 18. If for any reason, the workman is obliged by virtue of the provisions of the Workmen's Compensation Act, 1923 or any statutory modification or reenactment thereof to pay compensation to a workmen employed by the successful tenderer in execution of works, the Bank shall be entitled to recover from the successful tenderer the amount of compensation so paid.
- 19. The successful tenderer shall be liable to indemnify the Bank, if any loss is suffered by the Bank due to negligence/act of contractor's staff.



- 20. The successful tenderer should make payment to its workers as per Minimum Wages Act of Central Government as applicable to the area of contract. Accordingly, the contractor should quote the rates. The contract amount shall however be revised by the Bank and an extra amount shall be payable due to revision in minimum wages.
- 21. The contractor shall cover his employees under ESIC and pay applicable EPF.
- 22. The contractor shall provide uniform (at least 2 sets in a year) to all his staff and ensure that they are always neat and tidy while on duty.
- 23. While submitting the quote, the contractor should also consider the above mentioned provisions besides other stipulation required as per relevant laws.

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

Witness:	Signature of Tenderer
(Authorized Signatory). Address:	
Date:	

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#### PRE-QUALIFICATION DOCUMENT-

# **Prequalification Criteria**

SIDBI invites applications for Pre-qualification from reputed and well established General Maintenance and Housekeeping contractors/ agencies/ firms/ vendors/ service providers, for rendering General Maintenance, Housekeeping and Electrical Maintenance services for its Office Premises at SIDBI, Atma Ram House, 1, Tolstoy Marg, New Delhi – 110001 and residential premises at New Delhi/ NCR for a period of two years with a provision of extension for further one year.

Agencies who are capable of undertaking similar works, fulfilling the following qualification criteria and are willing to participate in the tendering for the above work may submit their applications through online GeM bidding only.

- 1. Should be a Proprietorship firm/ Partnership Firm/Public Limited or Private Limited company established under the Companies Act. (Enclose certificate to this effect along with copy of Memorandum & Articles of Association).
- 2. Applicant agencies should be in existence at least for the past 5 (Five) years from the date of publication of the advertisement. A copy of Certificate of Registration is to be enclosed.
- 3. Applicant agencies should have main/branch office in New Delhi/ NCR on the date of application (A copy of address proof to be submitted).
- 4. Applicant agencies should have a minimum average annual turnover of Rs. 12 (Twelve) Crores for the past 3 financial years (FY 2021, 2022 & 2023). (Enclose Certificate from Registered Chartered Accountant indicating the turnover out of its similar services for the past 3 financial years along with audited financial statement. Similar services means only Housekeeping and Maintenance services/ Facility Maintenance services. Turnover of services other than above shall not be considered.).
- 5. Applicant agencies should have net profit for two years in the last three years (Enclose Certificate from Registered Chartered Accountant).
- 6. Applicant agencies should have executed at least one General Maintenance and Housekeeping work (similar services) costing not less than ₹ 240.00 .00 Lakh per annum or two General Maintenance and Housekeeping work costing not less than Rs.150.00 Lakh per annum each in the last three years or three General Maintenance and Housekeeping work costing not less than Rs.120.00 Lakh per annum each in the last three years . Similar services means only Housekeeping and Maintenance services/ Facility Maintenance services. Eligible works other than the services mentioned above shall not be considered.
- 7. Applicant agencies should have satisfactorily executed at least two works of General Maintenance and Housekeeping work for building with an area of not less than 50,000 sqft each in the past five years preferably for Central Government / state Government / Public Sector Undertaking / Financial Institute / Autonomous Body/Banks/Large corporate/MNCs (Enclose proof of work order and completion certificate from clients, details to be given in Proforma-I).
- 8. Applicant agencies should have completed one General Maintenance and Housekeeping work (to enclose copy of Work Order/TDS certificate issued by the client, details to be given in Proforma-III).
- 9. Applicant agencies should have PAN No and filed Income Tax Return for the

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- last 3 Years (FY 2020 to 2023) (Enclose copy of PAN card and Income Tax return duly certified by a Chartered Accountant).
- 10. Applicant agencies should be registered with tax authorities (enclose copy of registration certificate & GST Certificate).
- 11. Applicant agencies should have valid registration and licenses with concerned Labour, ESI & PF authorities (enclose copy of registration certificate).
- 12. Applicant agencies should not have been blacklisted by any PSUs/Banks/large Multi-National Companies (MNC's) or established Indian corporate on the date of application.
- 13. Applicant agencies should submit solvency certificate from a scheduled Bank for Rs.75.00 lakh, obtained not earlier than 3 months from the last date of the submission of tender.
- 14. Applicant agencies should be having sufficient number of experienced personnel, equipments & machinery to complete the work well in time with good workmanship as per standard specification.
- 15. Applicant agencies should attach an Undertaking on letter head duly signed by authorized signatory stating that the information and documents furnished are true and correct (**Proforma V**).
- 16. Applicant agencies should submit the Integrity Pact duly filled and signed as per the format given at **Proforma-IV**.
- 17. The Pre-Qualification Criteria (PQC) related to prior turnover and prior experience of the bidder will be relaxed, if the bidder is Micro and Small Enterprises or Startups and meets the quality and technical specifications described in the tender, subject to submission of valid supporting documents by the bidder.

#### 18. Termination

The Bank may terminate the Contract of the successful tenderer (hereinafter referred as Contractor), by not less than thirty (30) days' written notice of termination to the successful tenderer, to be given after the occurrence of any of the events specified in paragraphs (i) to (iii) of this Clause and sixty (60) days' in the case of the event referred to in (iv) below or even without assigning any reason:

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

Upon termination of the Agreement, the Contractor would promptly hand over to SIDBI all Deliverable Items, including work-in-progress, in "as is where is" condition subject to the mutual settlement of all money due and payable to them being paid. During the period of notification of termination, the Contractor shall complete pending assignments and SIDBI shall agree to settle the dues in respect of assignments after completion thereof by the Contractor, except if specifically instructed by SIDBI to act otherwise. In such case, the payment due to the Contractor would be determined on the basis of the last completed milestone as per the program schedule.

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## For the purpose of this clause:

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

#### 19. Arbitration

- 1. Except where otherwise provided for in the contract, all questions and disputes relating to the provisions of this contract shall be settled under the Rules of Indian Arbitration and Conciliation Act, 1996, as amended from time to time within thirty (30) days (or such longer period as may be mutually agreed upon from the date that either party notifies in writing that such dispute or disagreement exists.
- 2. All disputes and differences arising out of, or in any way, concerning this agreement (except those, the decision whereof is otherwise, hereinbefore provided for) shall be referred for sole arbitration by any person to be nominated by the Chief General Manager/ General Manager, Premises, SIDBI. The venue of Arbitration shall be New Delhi, India and the arbitration proceedings shall be conducted in the English language. The award of the arbitrator so appointed shall be final and binding on both the parties and judgment may be entered thereon, upon the application of either party, by any court having jurisdiction.
- 3. Indian laws shall govern this contract.
- 4. The existence of any dispute(s) or difference(s) or the initiation or continuance of the arbitration proceedings shall not permit the Parties to postpone or delay the performance by the parties of their respective obligations pursuant to this Contract..

# 20. Jurisdiction

Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceeding arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil jurisdiction in this behalf at New Delhi/ NCR and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

#### 21. Force Majeure

- i. "Force Majeure" shall mean any event beyond the reasonable control of the Bank or the Bidder/ Agency, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.
- ii. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances there of within fourteen (14) days after the occurrence of such event.
- iii. No delay or non-performance by either party hereto caused by the occurrence of

any event of Force Majeure shall

a. constitute a default or breach of the Contract,

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- give rise to any claim for damages or additional cost or expense occasioned thereby,
- c. If and to the extent that such delay or non-performance is caused by the occurrence

of an event of Force Majeure,

iv. Notwithstanding clause (iii) above, Force Majeure shall not apply to any obligation of the Bank to make payments to the Agency herein.

## DESIRABLE INFORMATION REQUIRED WITH TECHNICAL BID

- a) ISO 9001-2008, ISO 14000, ISO 18000 certified integrated facility management company (if applicable)
- b) SA 8000: 2001 certification regarding social accountability standards (if applicable)
- c) Safety Management System Certification (OMSAS 18001: 2007) (if applicable)
- d) Should be making payment of wages to manpower through bank credit / cheque or as specified by the statutory authorities.

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

The contractors are hereby advised to ensure that they are satisfying the prequalification criteria before submission of the tender documents. Applications of agencies which do not meet the prequalification criteria shall be rejected.

Submission of false information shall be viewed seriously, and such agencies shall be blacklisted for a period of five years from participating in the tendering process.

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# **ANNEXURE-I**

S N o	Eligibility Criteria	Compliance by the bidder	Documents to be enclosed as proof	Docume nts enclosed by the bidder	Remarks, if any
1	Whether proprietorship firm/ partnership Firm/Public Limited or Private Limited company established under the Companies Act?	Proprietorship firm/ Partnership Firm / Public Limited / Private Limited	To enclose certificate to this effect along with copy of Memorandum & Articles of Association (Copy of Partnership deed and proprietorship registration)		
2	Whether existing at least for the past 5 (Five) years from the date of publication of the advertisement?	Yes / No of Years	A copy of Certificate of Registration is to be enclosed		
3	Whether Main / Branch office in New Delhi/ NCR on the date of application?	Yes / No Location:	A copy of address proof to be submitted		
4	Whether minimum average annual turnover (out of its PFM services) of `12 (Twelve) crore for the past 3 financial years (FY 2020, 2021 & 2022)? Please Indicate	Yes / No  FY 2020-21= Rs FY 2021-22= Rs FY 2022-23= Rs	Enclose Certificate from Registered Chartered accountant indicating the turnover out of its General Maintenance and Housekeeping work/ Facility Management Services for the past 3 financial years along with audited financial statement		
5	Whether having net profit for two years in the last three years. If Yes please indicate.	Yes / No  FY 2020-21= Rs FY 2021-22= Rs FY 2022-23= Rs	Enclose Certificate from Registered Chartered Accountant		

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'	Whether currently	Yes / N	IO			Enclose work order	
	carrying out					and	
	General					certificates/testimoni	
	Maintenance and					als from the clients	
	Housekeeping work					(Details may be	
	for at least 2 (two)					furnished in	
	PSUs/ Banks/ large					Proforma-II)	
	Multi-National						
	Companies (MNC's)						
	or established						
	Indian corporate at						
	New Delhi/ NCR						
	with a building of						
	area not less than						
	50,000 Sq.Ft ?						
8	Whether completed	\	Yes /	No		Enclose copy of Work	
	one General '					Order/ TDS	
	Maintenance and					certificate/	
	Housekeeping work					completion certificate	
	costing not less					issued by the client	
	than Rs.240.00					(Details may be	
	Lakh per annum or					furnished in	
	two General					Proforma-III)	
	Maintenance and					·	
	Housekeeping work						
	costing not less						
	than Rs.150.00						
	Lakh per annum or						
	three General						
	Maintenance and						
	Housekeeping work						
	costing not less						
	than Rs.120 lakh						
	each in last 3						
	years?						
9	Do you have PAN	\	Yes /	No		Enclose copy of PAN	
	No and filed Income		-01	. •		card and Income Tax	
	Tax Return for the					return duly certified	
	last 3 Years (FY					by a Chartered	
	2020 to 2023) ?					Accountant	
10	Are you registered	\	Yes /	No		Enclose copy of	
	with tax		-01	. •		registration	
	authorities?					certificate	
11	Do you have valid					Enclose copies of	
	registration and					registration	
	licenses with					certificates issued by	
	following authorities					the respective	
	a. Labour Dept	a.	Yes	/	No	authorities.	
	a. Labour Dopt	a.	. 03	,		33.101100.	
	b. ESI	b.	Yes	/	No		
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	c. EPF	C.	Yes	/	No		
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12	Have you ever been blacklisted by any PSUs/Banks/large Multi-National Companies (MNC's) or established Indian corporate on the date of application		Yes /			If not, furnish a declaration	
13	To submit solvency certificate from a scheduled Bank for `75.00 Lakh, obtained not earlier than 3 months from the last date of the submission of tender.		Yes /	No		Enclose a copy of solvency certificate	
14	Do you have sufficient number of experienced personnel, equipment's & machinery to complete the work well in time with superior quality of materials & workmanship as per standard specification?		Yes /	No		Attach a list of key manpower, senior management etc.	
15	Are you making a payment of wages to manpower through bank credit / cheque or as specified by the statutory authorities ?		Yes /	No		Furnish a declaration	
16	Whether submitted the Integrity Pact duly signed?		Yes /	No		Furnish Integrity Pact duly filled in and signed on <b>Proforma-IV</b>	
17	Whether Undertaking on letter head duly		Yes /	No		Furnish undertaking on <b>Proforma-V</b>	

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(Authorised Signatory):	



TENDER FOR AMC FOR GENERAL MAINTENANCE AND HOUSEKEEPING AND ELECTRICAL MAINTENANCE OF SIDBI'S HEAD OFFICE BUILDING AT SIDBI, ATMA RAM HOUSE, 1, TOLSTOY MARG, NEW DELHI - 110001

signed by		
authorized		
signatory stating		
that the		
information and		
documents		
furnished are true		
and correct is		
furnished?		

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**Technical evaluation Criteria:** The eligible technical proposals will be evaluated based on the criteria given below and each proposal will be awarded a technical score (St). The maximum points/ marks to be given under each of the evaluation criteria are:

S. N.	Criteria	Marks	Marking Method
1.	Agency's location and other requirements	30	(enclosedocumentaryincorporation/registrationcertificate)
1.1	Presence in the location of organisation i.e. New Delhi/ NCR	5	<ul> <li>Registered under Shops &amp; Establishment Act at New Delhi/ NCR</li> </ul>
1.2	Relevant certifications	5	• ISO 9001/ ISO 14001/ OHSAS 45001 etc 5
1.3	Registered with EPFO	10	Copy of Electronic Challan cum Return (ECR) of not more than 6 months old for EFP filed – 10
1.4	Registered with ESIC	10	Copy of Return of Contribution (Form-5) submitted in ESIC of not more than 6 months old – 10
2.	Agency's experience	60	(enclose details as per format given along with supporting documents)
2.1	Years of experience in providing similar manpower services as on last date of submission of proposal	20	<ul> <li>3 - 4 years of exp - 10</li> <li>&gt; 4 - 10 years - 15</li> <li>More than 10 years - 20</li> </ul>
2.2	Number of manpower deployed to any Sate/ Central Govt. dept/ entity/ organisations during last three years	15	<ul> <li>10 to 20 nos 5</li> <li>21 to 50 nos 10</li> <li>&gt; 50 nos 15</li> </ul>
2.3	No. of assignments/ projects awarded by any State/ Central Govt. dept/ entity/ organisations during last three years	15	<ul> <li>1 to 2 assignments - 5</li> <li>3 to 5 assignment - 10</li> <li>&gt; 5 assignments - 15</li> </ul>
2.4	No. of assignments/ projects awarded by any State/ Central entity/ organisations/ depts. in Delhi/ NCR during last three years	10	<ul> <li>1 assignment - 5</li> <li>2 assignments - 8</li> <li>&gt; 2 assignments - 10</li> </ul>
3.	Agency's Financial capability	10	(Provide details as per format given)
3.1	Turnover during last three FYs i.e. 2020-21, 2021-22 & 2022-23	5	<ul> <li>Upto Rs.12 crore - 3</li> <li>&gt; Rs.12 crore - 5</li> </ul>
3.2	Net profit during last three FYs i.e. 2020-21, 2021-22 & 2022-23	5	• Upto Rs.15 lakh – 3

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	•	> Rs. 15 lakh - 5

The minimum score required to qualify technical evaluation is 80 marks out of 100. So, the agencies scoring technical scores of more than 80 only will be considered for opening of financial proposal.

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# **ANNEXURE-II**

# **STATEMENT OF CREDENTIALS**

NOTE:

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

SIDBI reserve the right to assess capability and capacity of the agency, if necessary, by visiting the sites of their past and present clients.

1. NAME OF THE AGENCY/BIDDER:						
2. ADDRESS OF REGISTERED OFFICE WITH TEL NO:	ADDRESS OF REGISTERED OFFICE WITH TEL NO:					
3. ADDRESS OF LOCAL OFFICE AT						
NEW DELHI/ NCR WITH TEL NO: _						
4. DATE OF ESTABLISHMENT:						
5. CONSTITUTION OF AGENCY/BIDDEI (PROPRIETORSHIP/PARTNERSHIP /	· <del>-</del>					
6. NAMES OF PROPRIETOR/ PARTNERS	6. NAMES OF PROPRIETOR/ PARTNERS/DIRECTORS:					
7. AUTHORISED SIGNATORY (Please authority letter/ Power of attorney						
NAME	SIGNATURE					
1)						
2)						
3)						



8. NAME OF THE BANKERS & THEIR FULL ADDRESSES:

		1)	
		2)	
9.		a. WORK CONTRACT TAX REGIST	TRATION NO:
		b. PF REGISTRATION NO:	
		c. ESIC REGISTRATION NO:	
		d. CONTRACT LABOUR REGISTR	ATION:
		e. GST REGISTRATION NO:	
(F	Ple	ase enclose copy of proof)	
10.	P#	AST WORK/ ORDERS EXECUTED:	(Please give details in <b>Proforma-I &amp; III</b> )
11.	Ol	RDERS IN HAND:	(Please give details in <b>Proforma-II</b> )
12.	ΡI	ease state whether the agency/b	idder has paid compensation for
	a.	Substandard workmanship	
	b.	Has met with legal suit of Govt.	/ Semi-Govt. Department
	C.	Whether penalised in Govt. / Ser	mi-Govt. Department
		(Suppression of information will disqualification of the applicant)	be viewed seriously and will be liable to total .
13.	CI	ERTIFICATION	
		ISO 9001-2008, ISO 14000, ISO mpany- If applicable please enclo	18000 certified integrated facility management ose certificate.
		SA 8000 : 2001 certification plicable please enclose certificat	regarding social accountability standards- If e.
		Safety Management System Cer ease enclose certificate.	tification (OMSAS 18001 : 2007) - If applicable,





# 14. DETAILS OF REGISTRATION/EMPANELMENT WITH OTHER PUBLIC SECTOR ORGANISATIONS / FINANCIAL INSTITUTIONS / BANKS :

1.			
2.			_
3.			_

\*\*\*\*\*

Tender Document Part-I, Pre-Qualification (To be completed and submitted in Envelope No-1)

# PROFORMA - I

# Details in respect of satisfactorily executed at least two works of General Maintenance and Housekeeping work for building (area not less than 50,000 sqft each in the past five years)

Sr. No.	Name of client with address	Short description of work	contact No. of dealing	Area of the Premises (SqFt)	Period of Contract (From-To)

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

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(Authorised Signatory):_	

# PROFORMA - II

# Details in respect of Orders in hand (area not less than 50,000 Sq.Ft)

Sr. No.	Name of client with address	Short description of work	Name and contact No. of dealing officials	Area of the Premis es (SqFt)	Period of Contract (From-To)	Present status

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

\*\*\*\*\*

(Authorised Signatory):\_\_\_\_\_

Tender Document Part-I, Pre-Qualification (To be completed and submitted in Envelope No-1)

#### **PROFORMA - III**

# Details in respect of work completed during last 3 years

(one General Maintenance and Housekeeping work costing not less than ₹ 240.00 Lakh per annum or two General Maintenance and Housekeeping work costing not less than ₹ 150.00 Lakh per annum or three General Maintenance and Housekeeping work costing not less than Rs.120 Lakh each in last 3 years)

				Annual	Period of	Area of the
S.No				contract	Contract	Premises
	Name of Client	Short	Name &	value (Rs.)	(From-To)	(SqFt)
•	with address		Contact No. of	value (113.)	(110111-10)	(341 1)
	with addicas	work	Dealing			
		Work	Person			
1	2	3	4	5	6	7
-					-	,
		1	1			I

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

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(Authorised Signatory):		

Tender Document Part-I, Pre-Qualification (To be completed and submitted in Envelope No-1)

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#### PROFORMA - IV

# PRE-CONTRACT INTEGRITY PACT

(To be submitted on the letter head along with pre-qualification application duly filled and signed)

(Successful bidder would be required to submit on non-judicial paper of Rs.100/-)
General

ocheral .
This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at place on day of the month of 202_ between Small Industries Development Bank of India a corporation established under Small Industries Development Bank of India Act 1989 (39 of 1989). SIDBI acts as the principal Financial Institution for promotion, financing and development of the MSME sector and coordinates with institutions engaged in similar activities and provides its services through a network of offices located all over India and having its Head Office at 15, Ashok Marg, Lucknow - 226001 and inter alia an office at Atma Ram House, 1 Tolstoy Marg, New Delhi-110001 (hereinafter called the Employer/SIDBI), which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s represented by Shri, Authorized Person (hereinafter called the Bidder/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part. WHEREAS the SIDBI proposes to issue Tender Notice/ RFP for Appointment of Contractor for PREMISES AND FACILITY MANAGEMENT SERVICES and the BIDDER/CONTRACTOR is willing to offer/has offered the services and WHEREAS the BIDDER is a private company/public company/ Government undertaking/ partnership/ proprietorship/registered export agency (as applicable), constituted in accordance with the relevant law in the matter and the SIDBI is a corporation set up under an Act of Parliament.
NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence /prejudiced dealing prior to, during and subsequent to the currency of the contract to be entered into with a view to :-
Enabling the SIDBI to obtain the desired said services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the SIDBI will

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

# 1. Commitments of the SIDBI

**1.1.** The SIDBI undertakes that no official of the SIDBI, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any

commit to prevent corruption in any form by its officials by following transparent procedures.

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(Authorised Signatory):	

other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- **1.2.** The SIDBI will during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.
- **1.3.** All the officials of the SIDBI will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the SIDBI with full and verifiable facts and the same is prima facia found to be correct by the SIDBI, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the SIDBI and such person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the SIDBI the proceedings under the contract would not be stalled.

#### 3. Commitments of BIDDERs

- **3.1** The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contact stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- **3.2** The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the SIDBI, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- **3.3** The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SIDBI or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- **3.4** BIDDERs shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.
- **3.5** BIDDERs shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- **3.6** The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the SIDBI or their family members, agents, brokers or any other

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(Authorised Signatory):	

intermediaries in connection with contract and the details of services agreed upon for such payments.

- **3.7** The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- **3.8** The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- **3.9** The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on to others, any information provided by the SIDBI as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- **3.10** The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- **3.11** The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- **3.12** if the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the SIDBI or alternatively, if any relative of the officer of the SIDBI has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.

**3.13** The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the SIDBI.

# 4. Previous Transgression

- **4.1.** The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- **4.2.** The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### 5. Earnest Money (Security Deposit)

- **5.1.** While submitting the bid, the BIDDER shall deposit Earnest Money, with the SIDBI through Bank Draft or a Pay Order in favour of SIDBI, payable at New Delhi.
- (ii) Selected Contractor will deposit an amount of `10,50,000/- towards Performance Security Deposit by a confirmed bank guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the SIDBI immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the SIDBI shall be treated as conclusive proof of payment. **No payment shall be released till the BG is submitted**.

(Authorised Signatory):	

- **5.2.** The Security Deposit shall be valid for a period of Two years OR the complete conclusion of the contractual obligation to the complete satisfaction of both the SIDBI and bidder.
- **5.3.** No interest shall be payable by the SIDBI to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

#### 6. Sanctions for Violations

- **6.1.** Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the SIDBI to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract discussion/negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Guarantee) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the SIDBI and the SIDBI shall not be required to assign any reason, therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To encash the bank guarantee/Security Deposit, furnished by the BIDDER.
- (vi) To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the SIDBI resulting from such cancellation/rescission and the SIDBI shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the SIDBI or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the SIDBI.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) Forfeiture of Performance Bond, if any in case of decision by the SIDBI to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- **6.2.** The SIDBI will be entitled to take all or any of the actions mentioned at para 6.1of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defied in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- **6.3.** The decision of the SIDBI to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

# 7. Independent External Monitors (IEM)

**7.1.** The SIDBI has appointed, Shri S.K. Srivastava, IAS (Retd.) and Dr. Parvez Hayat IPS (Retd.) as an Independent External Monitor (hereinafter referred to as IEM) for this Pact in consultation with the Central Vigilance Commission.

(Authorised Signatory):	

- **7.2.** The task of the IEM shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- **7.3.** The IEM shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.
- **7.4.** Both the parties accept that the IEM have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- **7.5.** As soon as the IEM notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the SIDBI.
- **7.6.** The BIDDER(s) accepts that the IEM has the right to access without restriction to all Project documentation of the SIDBI including that provided by the BIDDER. The BIDDER will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The IEM shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality
- **7.7.** The SIDBI will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings
- **7.8.** The IEM will submit a written report to the designated Authority of the SIDBI within 8 to 10 weeks from the date of reference or intimation to him by the SIDBI/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

# 8. Facilitation of Investigation

In case of any allegation of violation of any provision of this Pact or payment of commission, the SIDBI or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

#### 9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction shall be New Delhi.

#### 10. Other Legal Actions

The action stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

#### 11. Validity

- **11.1.** The validity of this Integrity Pact shall be from date of its signing and extend up to 2 years or the complete execution of the contract to the satisfaction of both the SIDBI and the BIDDER/CONTRACTOR, including warranty period, whichever is later in case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of its signing.
- **11.2.** Should one or several provisions of the Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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(Authorised Signatory):	

TENDER FOR AMC FOR GENERAL MAINTENANCE AND HOUSEKEEPING AND ELECTRICAL MA	INTENANCE OF
SIDBI'S OFFICE AT ATMA RAM HOUSE, 1, TOLSTOY MARG, NEW DELHI – 1	Tender Document Part-I, Pre-Qualification
<b>12.</b> The parties hereby sign this integrity Pact, at	(To be completed and submitted in Envelope No-1)
12. The parties hereby sight this integrity Fact, at	011
SIDBI Name of the Officer Designation SIDBI	BIDDER Authorized Signatory
Witness	Witness
1 2	1 2
29	
(Authorised Signatory):	

PROFORMA - V

# **Undertaking**

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

NAME OF WORK: - TENDER FOR ANNUAL CONTRACT FOR GENERAL MAINTENANCE, HOUSEKEEPING AND ELECTRICAL MAINTENANCE OF SIDBI'S OFFICE AT ATMA RAM HOUSE, 1, TOLSTOY MARG, NEW DELHI - 110001

I, the undersigned Shri	, authorized signatory of M/s our application/offer in response to the tender
are submitting	our application/offer in response to the tender
	New Delhi on//2024 for the captioned upported with requisite information and
documents/testimonials. We hereby su	ibmit this undertaking that the said information
and documents submitted along with the	ne application/tender are true and correct.
We are also aware that SIDBI application/tender if the same is found	may carry out its verification and reject our to be false/incorrect.
Date: -	
Place: -	
Name and sign of the authorized signat	tory:
Name and seal of the agency:	
	30
(Authorised Signatory):	

# **Non-Disclosure Agreement**

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

WHEREAS, we,, having Registered Office at, (hereinafter referred to as the CONTRACTOR, which expression shall
include its successor and permitted assignees) are agreeable to execute "Tender for Annual Maintenance Contract for General Maintenance and Housekeeping and Electrical Maintenance of SIDBI's Office at Atma Ram House, 1, Tolstoy Marg, New Delhi – 110 001" as per scope defined in the GeM Tender Nodated February 28, 2024 for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001 and inter alia an office at Atma Ram House, 1 Tolstoy Marg, New Delhi-110001 (hereinafter referred to as the BANK) and,
WHEREAS, the CONTRACTOR understands that the information regarding the Bank's Infrastructure shared by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and
WHEREAS, the CONTRACTOR understands that in the course of submission of the offer for the said Tender and/or in the aftermath thereof, it may be necessary that the CONTRACTOR may perform certain jobs/duties on the Bank's properties and/or have access to certain plans, documents, approvals, data or information of the BANK;
NOW THEREFORE, in consideration of the foregoing, the CONTRACTOR agrees to all of the following conditions, in order to induce the BANK to grant the CONTRACTOR specific access to the BANK's property/information, etc.;
The CONTRACTOR will not publish or disclose to others, nor, use in any services that the CONTRACTOR performs for others, any confidential or proprietary information belonging to the BANK, unless the CONTRACTOR has first obtained the BANK's written authorisation to do so;
The CONTRACTOR agrees that information and other data shared by the BANK or, prepared or produced by the CONTRACTOR for the purpose of submitting the offer to the BANK in response to the said tender, will not be disclosed to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK;
If a court finds any provision of this agreement invalid or un-enforceable, the remainder of this agreement shall be interpreted so as best to affect the intent of the parties.
The CONTRACTOR shall not, without the BANK's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the CONTRACTOR for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/ engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.
Yours sincerely,
31
(Authorised Signatory):

TENDER FOR AMC FOR GENERAL MAINTENANCE AND HOUSEKEEPING AND ELECTRICAL MAINTENANCE OF SIDBI'S OFFICE AT ATMA RAM HOUSE, 1, TOLSTOY MARG, NEW DELHI – 1

Tender Document Part-I, Pre-Qualification
(To be completed and submitted in Envelope No-1)

	(10 be completed and submitted in Envelope No-1)
Date	Signature of Authorised Signatory
Place	Name of the Authorised Signatory
	Designation
	Name of the Organisation
	Seal
	*****
(Authorised Signato	32 Dry):



# **Small Industries Development Bank of India**

प्रशासन एवं परिसर उद्-भाग, सिडबी आत्मा राम हाउस, 1 टोलस्टॉय मार्ग, नई दिल्ली – 110 001 Administration and Premises Vertical, SIDBI, Atma Ram House, 1, Tolstoy Marg, New Delhi - 110001

नई दिल्ली/एनसीआर में सिडबी के कार्यालय भवन और आवासीय परिसरों के सामान्य रखरखाव और हाउसकीपिंग और विद्युत रखरखाव के लिए वार्षिक रखरखाव अनुबंध के लिए निविदा

TENDER FOR ANNUAL MAINTENANCE CONTRACT FOR GENERAL MAINTENANCE AND HOUSEKEEPING AND ELECTRICAL MAINTENANCE OF SIDBI'S OFFICE BUILDING AND RESIDENTIAL PREMISES AT NEW DELHI/ NCR

**SPECIAL TERMS AND CONDITIONS** 

(Authorised Signatory):	

#### Instructions to the Bidders

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

- 1.1 All the intending bidders, agencies should visit the site, go through the scope of work, schedule, manpower, intent, various compliance, etc. and quote accordingly in the price bid i.e. Part-III.
- 1.2 Provisions applicable for Micro and Small Enterprises (MSEs):-
- a. SIDBI is governed by Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, Gol.
- b. These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
- c. If deemed fit, the Bank may procure minimum of 20% of the contract value of any goods or services from MSEs. Further, the Bank reserves the right to procure part work/services (about 4% out of above 20%) to MSEs owned by SC and ST entrepreneurs, if found suitable. Provided, these MSEs quoting price within the price band of L1 +15% & bringing down their price to L1 price, in a situation where L1 price is from someone other than a MSEs. In case of more than one such MSEs, the supply shall be shared proportionately at the discretion of the Bank.
- d. Further, such MSEs would also be entitled for tender sets free of cost and exemption from payment of earnest money deposit. In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances.
  - Agencies desirous of availing preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ ST along with the tender/RFP.
- 1.3 This document contains following Annexures which should be read and understood carefully while quoting the rates in the price BOQ breakup sheet
- a. **Annexure A** Staff strength at site for various works.
- b. **Annexure B** Rate for supply of additional labours.
- c. **Annexure C-** List, Type of Manpower and Wages.
- d. **Annexure D-** Tentative list of raw material for housekeeping.
- 1.4 Benefits under the Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012 will be applicable.
- 1.5 The Pre-Qualification Criteria (PQC) related to prior turnover and prior experience of the bidder will be relaxed if the bidder is Micro and Small Enterprises or Startups and meets the quality and technical specifications described in the tender, subject to submission of valid supporting documents by the bidder.

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(Authorised Signatory):\_\_\_\_\_

Tender Document Part-I, Pre-Qualification (To be completed and submitted in Envelope No-1)

**Annexure-A** 

# Staff Strength at SIDBI Office

#### **NON-TECHNICAL CONTRACT STAFF**

#### 1. Cleaning Staff [Un-Skilled]

**Total Staff: (4 Nos)** One staff each for Ramprastha, Ghaziabad & C-40 and C-82, Inderpuri for CLEANING/ MOPPING of the common area of SIDBI quarters, two staffs in Office for cleaning of rest rooms/ washrooms and one staff each for guest houses located at Inderpuri, Surya Vihar, GK and Vasant Vihar.

` 600/- per day per cleaning staff shall be recovered in case the strength of the staff is less than as indicated above.

Shift Timings and the number of Staff to be deployed may be changed with the approval of SIDBI for efficient services/utilization of manpower.

# 2. Housekeeping Staff [Semi-Skilled & Unskilled]

Total staff: (30 Nos)

• Staff for Cleaning/Mopping/providing drinking water supply, etc.

For deduction purpose, @ Rs. 600/- per day per cleaning staff shall be recovered in case the strength of the staff is less than as indicated.

Shift Timings and number of staff to be deployed is decided with the approval of SIDBI for efficient services / utilization of manpower.

**3. Housekeeping Supervisor: 1 No. [Skilled]** Full time 6 days a week and shall be responsible for the monitoring all staff work and reporting to Manager in the office premises.

For deduction purpose, @ Rs.750/- per day shall be recovered in case the strength of the staff is less than as indicated. He should be at least a Graduate with 3 years' experience in Facility Management Services of similar type of building. He should also be provided with a mobile phone.

#### 4. Cooks cum caretaker : 4 No. [Skilled]

Four cooks cum caretaker in the skilled category for the four guest house at Inderpuri, GK – II and Vasant Vihar, New Delhi and Surya Vihar, Gurgaon. They will be eligible for relieving charges for Sundays and charges will be paid as per minimum wages. They should also be provided with a mobile phone.

For deduction purpose, @ Rs.750/- per day shall be recovered in case the strength of the staff is less than as indicated.

## 5. Drivers: 2 No. [Skilled]

Two drivers [in skilled category] for office cars. For deduction purposes, @₹750/- per day (8 hours) shall be recovered in case the driver is not available as indicated. They should have a valid driving license and possess a minimum of five years of driving experience. They should also be provided with a mobile phone.

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(Authorised Signatory):	

#### **TECHNICAL CONTRACT STAFF**

# 6. Wireman: 2 No. [Skilled] at Atma Ram House

For deduction purposes, @₹750/- per shift (8 hours) shall be recovered in case the wireman is not available as indicated. He should have a valid electrical license and possess a minimum of five years of managing various mechanical, HVAC & electrical installations. They should also be provided with a mobile phone.

#### 7. Wireman: 2 No. [Skilled] one each at B-21,22, Ramprastha, Ghaziabad & C-40/82, Inderpuri

For deduction purposes, @₹750/- per day (8 hours) shall be recovered in case the wireman is not available as indicated. He should have a valid electrical license and possess a minimum of five years of managing various mechanical & electrical installations. They should also be provided with a mobile phone. Wireman shall also attend to electrical work in Bank's leased flats / Visiting officers Flat as and when required.

# 8. Assistant Plumber: 2 No. [Skilled] one each for Office at Atma Ram House and Bank quarter/flats at Ramprastha, Ghaziabad, C-40/82, Inderpuri & Surya Vihar

For deduction purposes, @ ₹750/- per day (8 hours) shall be recovered in case the strength of the Staff is less than as indicated. He should have a valid experience of 5 years in Plumbing work. He should also be provided with a mobile phone.

# 9. Assistant Carpenter: 1 No. [Skilled] at Atma Ram House

For deduction purposes, @ ₹750/- per day (8 hours) shall be recovered in case the strength of the Staff is less than as indicated. He should have a valid experience of 5 years in Carpentry work. He should also be provided with a mobile phone.

#### 10. Diploma Electrical Supervisor: 1 No. [Highly Skilled]

#### **Educational Qualification:**

He should be a Full-Time Diploma holder in Electrical Engineering with a minimum of 3 years post Qualification experience managing various mechanical & electrical installations in the office / commercial buildings.

#### Responsibility:

To manage complete electrical and mechanical setup or in case of emergency whenever required. He should also be provided with a mobile phone.

He will be responsible for the monitoring all technical staff, co-ordination with various contractors, agencies and other related works operating from SIDBI, ATMA RAM HOUSE office and will also look into residential premises at New Delhi / NCR. He will report to SIDBI officer and will be responsible for all documentation and record keeping of all Electrical/ Mechanical equipments and machines in offices and residential premises at New Delhi / NCR. If required, he will have to visit the sites also.

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For deduction purpose, @ Rs.1,000/- per day shall be recovered in case of absence.

He should be at least Full Time Diploma holder in Electrical Engineering with minimum 3 years post Qualification experience of managing various mechanical & electrical installations in office / commercial buildings.

## 11. Diploma Civil Supervisor :1 No. [Highly skilled]

#### **Educational Qualification:**

He should be at least Full Time Diploma holder in Civil Engineering with minimum 3 years post Qualification experience of managing various Civil related works in office / commercial / residential buildings.

## Responsibility:

- i) To manage complete Civil Works (Plumbing, Carpentry, general house keeping, Coordination with various AMC vendors etc.)/ Electrical works (Electrical Panels, Coordination with various AMC vendors etc.) of entire premises (3 residential premises of New Delhi).
- ii) He should also be provided with a mobile phone.
- iii) He will be responsible for monitoring all the Housekeeping Staff/Technical-staff/ Contractors (whenever required as per the instructions of the Bank)
- iv) He will be responsible for all documentation and record keeping of all Civil /Electrical or maintenance related works of residential premises at Delhi NCR and day to day activities shall be reported to SIDBI officer in the office premises.
- v) With the help of Supervisor housekeeping, the Diploma Civil Supervisor/Diploma Electrical Supervisor supposed to monitor the following
  - a) Cleaning of Terrace/ passages/ lift lobby/ driveway/ stilt area/ Common Toilet at office
  - b) Coordination with various AMC providers viz., Water purifier/ Firefighting/ Pest Control/ Lifts/ Water Pumps etc at Banks residential premises
- vii) Monitoring of complaint register/software for disposal of complaints received for office as well as residential premises.

## 12. Catering Supervisor: 1 No. [Highly Skilled] 6 days a week [Highly Skilled]

The contractor shall appoint a catering Supervisor with catering background who should be available for attending to related service requirements of officers at office and visitors at Banks guest houses in Delhi/ NCR regions.

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His qualification should be at least Diploma in Catering+2 year work experience, preferably in the institutional catering and, well versed in computer environment.

- Plan and coordinate all aspects of catering, management of guest house activities, service F&B activities and housekeeping.
- To coordinate event-specific details and special requests and develop plan to fulfil or II. exceed Bank's expectations.
- III. Use information on function sheets to coordinate comfortable stay/food services for Banks quest houses.
- Maintain high sanitation and safety standards in all catering storage rooms and dining IV. areas at office and guest houses.
- ٧. Proper cleaning and upkeeping of all linen items/furniture and equipment of the guest houses and pantry areas/ vending machines.
- VI. Acquire and maintain knowledge of current food and catering trends.
- Maintain proper stock level of all catering equipment's/ at office and guest houses. VII.
- Any requirement raised by guest must immediately be attended/resolved with shortest VIII. possible time.
- IX. Maintain adequate stock of consumables for teal coffee service in office.
- Χ. Related duties as assigned from time to time.

#### Notes:

- i. Contractor shall replace the manpower not acceptable to SIDBI with other suitable resources.
- ii. Office area cleaning work should commence at 7.00 AM and should be over by 9.30 AM on working days or otherwise instructed.
- iii. Cleaning staff should be available up to 20:00 hrs and shall also assist the Bank staff for misc. shifting of stationery, computers, files etc.
- iv. The penalty / deductions as indicated above is a minimum and can be increased at the discretion of the Bank if there is no improvement in the performance.
- v. Conveyance (for outside duty only) & overtime will be paid as decided by the Bank according to government/ internal guidelines.

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## Annexure-B

# Rate for supply of additional labours

SI. No.	Activity	Rate admissible per day (all inclusive)	Remarks
1	Supply of unskilled workers (For full Time)	As per Central Govt. Minimum Wages Act.	As and when required
2	Supply of semiskilled workers (For Full Time)	As per Central Govt. Minimum Wages Act.	As and when required
3	Supply of skilled workers (For Full Time)	As per Central Govt. Minimum Wages Act.	As and when required
4	Supply of <b>Highly skilled</b> workers (For Full Time)	As per Central Govt. Minimum Wages Act.	As and when required

Note:

As per requirement, the manpower requirement may increase or decrease. The contractor is required to arrange for the required labours at a short notice on advice of the Bank. Payment shall be released only for the number of days actual work done and if this work is not covered in the contract.

Signature and Seal:

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## **ANNEXURE-C**

# List, Type of Manpower and Wages

Type of manpower	Nos.	Minimum Wages Rs.
Unskilled - Housekeeping Staff.	22	As per Central Government Minimum Wages Act.
Semi-skilled - Head	12	As per Central Government Minimum Wages Act.
Cleaning Staff/		
Housekeeping Supervisor		
Skilled- Plumber	2	As per Central Government Minimum Wages Act.
Skilled- Carpenter	1	As and When required - Billed on call hour basis
Skilled- Electrician	3	As per Central Government Minimum Wages Act.
Skilled - HVAC technician	1	As per Central Government Minimum Wages Act.
Skilled - Drivers	2	As per Central Government Minimum Wages Act.
Skilled - Cooks cum caretaker	4	As per Central Government Minimum Wages Act.
Skilled - Housekeeping Supervisor	1	As per Central Government Minimum Wages Act.
Highly Skilled - Electrical Engineer (Diploma in Electrical Engg.)	1	As per Central Government Minimum Wages Act.
Highly Skilled - Diploma Civil Supervisor	1	As per Central Government Minimum Wages Act.
Highly Skilled - Catering Supervisor	1	As per Central Government Minimum Wages Act.

## Note:

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

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## 2 Broad Responsibilities and scope of work

## 2.11 SCOPE OF WORK

- 2.1 2.1.1 Coordination and monitoring of the office building's HVAC system during working hours Monday to Saturday or otherwise instructed as well as coordination with Blue Star & Toshiba.
- 2.2 Monitoring of Electrical panels, UPS and other installations through wireman and Diploma engineer.
- 2.3 Supply of additional manpower as and when required at the rates as indicated in **Annexure B**.
- 2.4 Scope of work also includes repairs of taps, jet spray, valves, flush tanks, bottle traps, soap dispensers, waste pipes in case the same are not in serviceable conditions at the discretion of SIDBI. Replacement of these items will also be in the Scope of the Contractor. However, the item's cost will be paid separately. Aftermarket verification/item will be arranged. Material may also be arranged by SIDBI directly.
- 2.5 Scope of work also includes repair/ replacement of switches, sockets (power/telephone/data), indoor/ external light fittings, lift lights including chokes, capacitors, fuse, lamps, Distribution Board fittings viz. MB / ELCB / MCB (All capacities) for internal lightings in case the same are not in serviceable conditions at the discretion of SIDBI. However, the item's cost will be paid separately. Aftermarket verification/ item will be arranged. Material may also be arranged by SIDBI directly.
- 2.6 PFMS contractor is required for manning and maintaining of office premises & quarters at New Delhi-NCR such as electrical, housekeeping, plumbing, carpentry, supply of water to officers, etc.

## 3. Schedule of Work

A broad schedule of work shall be as follows:-

- 3.1 Cleaning of office premises on a daily basis including wet mopping and scrubbing.
- 3.2 Cleaning of toilets four times daily including posting checklist. It shall be responsibility of the Facility Management contractor to keep the same clean and dry.
- 3.3 Removal and disposal of garbage daily. (if not done, penalty of Rs. 2000/- per day will be imposed).
- 3.4 Kitchen and pantry cleaning daily and as and when required.
- 3.5 Maintenance of all electrical, plumbing installations-daily.
- 3.6 Routine Operation and providing toilet fresheners, liquid soaps and other cleaning material of approved quality in all toilets-daily.
- 3.7 Replacement of electrical and plumbing fittings (as detailed out in scope of work) if the same is not in serviceable conditions- as and when required.
- 3.8 Deep cleaning of all the areas as above shall be carried out on Saturday / holidays. All environment-friendly cleaning materials / equipments to be provided by the Contractor.
- 3.9 Contractor is required to maintain a proper schedule as well as record / quality management forms / work register with approval of Premises Vertical for the above activities. All the stationery / photocopying etc., for the purpose, the contractor has to arrange on his own. Contractor shall provide necessary tools and equipments to his workers for performing their work.
- 3.10 The contractor is required to maintain all the essential services in entirety to make the office functional. (Please refer the Price bid/BOQ for quoting the rates).

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3.11 Cleaning Campaign: - Bank, from time to time, on the instructions and directions received from Department of Financial Services organizes various Swachhata campaign. This campaign requires cleaning of public places, buildings, monuments etc. Contractor shall help Bank in organizing such campaigns and also provide man and material for the same. During this campaign the cleaning inside the premises shall be more intense. The contractor shall provide necessary before and after photographs of area cleaned during the campaign.

## 4. Period of Contract

4.1 The contract shall be valid for a period of **24 months** commencing from the date of award of contract. However, Bank will carry out performance review at the end of 2<sup>nd</sup> year and contract will be extended only after satisfactory performance review. Bank reserves the right to review and terminate a part or whole contract before completion of the said period.

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

#### 5. EMD & Security Deposit

- 5.1 Earnest Money Deposit (EMD) for the work is payable by mode and medium as mentioned in the GeM bid document.
- 5.2 The EMD of successful bidders shall be returned on submission of Performance Bank Guarantee (BG) of amount as mentioned in GeM bid document towards security deposit. No charges shall be payable on this account. The BG should be in the format approved by the Bank and should be kept valid for a period of 24 months with a claim period of 6 months. EMD will be forfeited in the event of any refusal or delay on the part of the successful bidder to accept the Bank's offer for award of work or sign and execute the contract on acceptance of his tender. EMD shall also be liable for forfeiture in case the contractor delays the commencement of work or fails to perform his duties satisfactorily as per the contract. BG Should be submitted within 15 days from award of contract. **No payment shall be released till the BG is submitted**.
- 5.3 EMDs of unsuccessful bidders will be refunded within **60 days** from the date of opening of commercial bids or earlier as decided by the Bank.

## 6. Place of Work

- 6.1 Intending bidders shall visit the SIDBI's office at Atma Ram House, 1, Tolstoy Marg, New Delhi 110001 and make themselves thoroughly acquainted with local site conditions, nature and requirement of work, present conditions of premises / fittings / fixtures, etc., and make assessment of labour, etc. required before submitting the tender.
- 6.2 A brief on the office building and various characteristics is as given below.
- 6.2.1 The office building has 16 floors, out of which SIDBI acquired four full floors and three partial floors with a total carpet area of approx. 20,300 sq. ft. The building was occupied by the Bank in 2018.
- 6.2.2 <u>The Building has been provided with mechanical and Electrical System for HVAC, Firefighting, Lifts, Security, etc.</u>

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## 7. ROLES & RESPONSIBILITIES OF CONTARCTOR

It is the sole responsibility of the General Maintenance and Housekeeping (CONTRACTOR) to ensure that the operation, monitoring, maintenance and repairs are performed to the highest standards.

#### 7.1 Scope and Responsibilities

The CONTRACTOR is fully responsible for safe operation, effective maintenance of electrical, mechanical, plumbing, sanitation, Housekeeping, Health/Hygiene etc.

### 7.2 Records of inspection operation and maintenance/repairs, etc.

The PFMS Contractor shall provide printed comprehensive logbook as per certified standards and procedures, containing tables for daily record of all critical schedules, temperatures, pressures, humidity, power consumption, starting, stopping times of various equipments, daily record of unusual observations.

#### 7.3 Maintenance and repairs

It is the sole responsibility of PFMS Contractor to ensure that the operation, maintenance and repairs are performed to the highest standards. The PFMS shall submit to the Bank, the preventive maintenance schedules wherever called for.

#### 7.4 Electrical Load Factor

He should also monitor the load factor of the sanctioned demand, optimize the power factor by surrendering the excess demand to achieve economical energy costs.

#### 7.5 Breakdown Maintenance

Out of breakdown calls received, CONTRACTOR shall give priority to the critical areas, which shall be decided by Bank's representative in restoring the services with the minimum down time. In critical areas such as office areas, servers, utility areas, CONTRACTOR shall ensure round the clock functioning of the services.

**7.6** Shifting of Goods/materials/ loose furnitures/ modular workstations. No additional payment will be made of shifting work of small nature.

## 7.7 Cost of replacement

- **7.8.1** Contractor shall follow the prescribed formats / procedures for receiving complaints, receiving the work slips duly sanctioned and preparation of bills etc., as stipulated by the Bank from time to time.
- **7.8.2** The cost of replacement, wherever applicable shall be paid for only on sanctioned work slips issued by the Bank to the Contractor. If any replacement is done without proper sanction, the same will not be considered for payment.
- **7.8.3** Need for replacement of any particular item shall be decided by the Bank's Engineer and the Contractor should carry out the work without any dispute.
- **7.8.4** Electrical Work: Cost of unserviceable electrical fittings/fixtures such as lamps/ tubes, ELCB, MCB, switches, sockets replaced shall be reimbursed on actual basis on production of bill/ invoice and after verification of the rates in the market. No other charges such as conveyance and labour shall be payable. However, the contractor required to obtain necessary approval from Premises Vertical, SIDBI, before proceeding with the replacement. The contractor is required to bear the charges of consumable such as tapes, capacitors, fuse, drilling bits etc., costing up to Rs.150/- per one job.

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**7.8.5** Plumbing Work: Cost of unserviceable plumbing fittings such as taps, valves, jet sprays, spindles, flush tank, soap dispensers including pump, bottle traps, and waste pipes, replaced shall be reimbursed on actual basis on production of bill/ invoice and after verification of the rates in the market. No other charges such as conveyance and labour shall be payable. However, the contractor required to obtain necessary approval from Premises Deptt, SIDBI, before proceeding with the replacement. The contractor is required to bear the charges of consumable such as washers, screws, pins, cement, fevicol, Teflon tapes, drilling bits etc., costing upto Rs.150/- per one job.

Any other work entrusted to the contractors shall be entitled for a profit and overheads of 10% (All inclusive) subject to production of necessary receipts / rate analysis. SIDBI reserves the right to get such works executed through other agencies at the risk and costs of the contractors, in case he denies the same.

#### 8. Raw Materials

Contractor shall use materials of standard quality (with the prior approval of SIDBI) for cleaning. Tentative list of materials is appended as **Annexure-D**. The contractor shall provide standard quality cleaning material. The contractor shall quote monthly rate of materials required for cleaning/ sanitation etc. in the sheet of price break up provided in GeM bid document. The rates quoted should be reasonable and in consonance with the actual material required. SIDBI reserves the rights to reject the bids with absurd and impractical material rates.

The contractor shall provide the following materials / services, the cost of which shall be included in the rate and no extra amount shall be paid for the same :

- 1. All cleaning materials viz. Brooms, Dusters, Phenyl, Soap, Brasso, Cleaning Chemicals etc. same should be of reputed quality approved by Bank's Representative.
- 2. Liquid soap for soap dispensers, Naphthalene balls, toilet freshners, toilet rolls and Room freshners to be replaced as necessary including the cost of the same.

  Same should be of reputed quality and Brand approved by the Bank.
- 3. Washing of all towels. A penalty of Rs.50/- per towel per day shall be charged for towels found dirty by concerned caretaker / Officer.
- 4. Shifting of furniture / computers / peripherals and other movable items within the premises as & when required.

### 9. Manpower / Staff

- 9.1 The contractor shall always employ a minimum strength of experienced staff at site for efficient and smooth operation as given in **Annexure-A**. Necessary grooming/training of staff should be done before posting the staff at site. The provisions of all labour legislations shall also be complied by the contractor. Receipt of any complaint on this ground shall be viewed seriously. No additional payment shall be made, if the contractor deploys more staff at site for completing the pending work or if the minimum staff strength is not able to perform satisfactorily as per contract provisions.
- 9.2 The workers / staff employed should wear colour code uniforms, pant+ shirt+ shoes +cap+ gloves+ Mask for male and suit / saris+ aprons +cap +gloves +Mask for ladies staff. Cost of the uniform will be borne by the agency. Any indecent behavior / suspicious activities of the Staff employed shall be viewed seriously and a suitable penalty shall be levied on the contractor or other suitable legal action may be taken against the staff and/or the agency. The contractor is also required to submit the list of the workers with photo ID, educational qualification, address proof etc. before deputing the workers. He is also required to carry out police verification of his staff at his cost before posting at site.

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- 9.3 Contractor shall be solely responsible for the credentials / acts of his staff / workers.
- 9.4 Contractor is required to submit daily labour report duly signed by Asst. Care Taker/ Care taker to the Bank and other reports (Operation & maintenance service) in desired format from time to time.
- 9.5 Contractor is required to make timely payment to his staff including various statutory authorities as per applicable minimum wages notified by the Central Govt. The Bank reserves a right to check the same at any point of time.

## 10 Compensation towards non-attentiveness / delay

10.1 Contractor shall maintain a proper Record / Register indicating reasons for not attending to any particular complaint within time schedule, failing which appropriate compensation shall be recoverable. The expected period of completion of the various items of work and the amount of deduction beyond that period for pending complaints will be as at the next page:-

Nature of work	Time of completion from the date of complaints	Penalty for delay beyond stipulated time of completion (Rs.)
<b>Clearing</b> Drainage Congestion - inside building	1 day	1,000/- per day
<b>Clearing</b> Drainage Congestion - outside building	1 day	2,000/- per day
Replacement of electrical and plumbing items from the scope of work	2 days	1,000/- per day
Replacement of electrical and plumbing items not in the scope of work	2 days	1,000/- per day
If the garbage is not lifted as per defined mode & scheduled	1 day	1,000/- per day
Staff not in Uniform/ without I Card	1 day	200/- per worker per day
If it is found that no action is been taken within One hour after the complaint of Unclean premises and improper housekeeping	per complaint	200/-
Misbehaviours by the housekeeping staff to Bank employee or visitors by CONTRACTOR agency	per incident	1,000/- 1st incident & termination on 2 <sup>nd</sup> incident.
Recurring of irregularities given Double the Mentioned except misbehaviour activity.	ne penalties amount	

10.2 It is, therefore, essential that contractor should maintain a sufficient stock of frequently used materials at site and keep proper inventory / records. Levy of compensation as above shall not absolve the contractor from his responsibilities.

10.3 Further, a sum of Rs. 500/- (minimum) per incidence shall also be charged as compensation towards non completion of the any other routine activities indicated in the scope of work. Maximum

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Ceiling on penalty /Compensation towards non attentiveness /delay shall be 10% of the total monthly bill amount. General Manager (Premises) shall be the final authority for decision in such matters which cannot be challenged.

#### 11 Emergency work

It shall be contractor's responsibility to attend to emergency works in time. No extra payment will be made for working on odd hours / emergency works.

#### 12 Additional work

- 12.1 If employer decides to place work order for additional scope of work in the same premises or amend the original contract for additional scope of work in the same premises, the contractor shall be bound to accept the same at rates accepted in the original work during the currency of the contract. As regards additional labours deployed by the contractors on advice of the Bank, the payment shall be made as per the minimum wages notified by Central Govt. which shall not exceed the rates given in **Annexure B**.
- 12.2 Non completion of any activity shall attract a levy of penalty up to **150%** of the value quoted by the contractor or actual value incurred by the Bank whichever is more.

## 13 Payment of Minimum wages

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

#### 14 Rates, Taxes and Duties

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

### 15 Payment Terms

- 15.1 The bill shall be prepared by the contractor in the form prescribed by SIDBI on monthly basis after completion of month and will be settled by SIDBI within 15 working days after deducting necessary TDS, taxes, retention money etc. The bill, in proper form, must be duly accompanied by details of work carried out in that month and must show deduction for all previous payment. On completion of monthly service, all supporting documents like EPF, ESI deductions, register of wages Form XVII, proof of wages payment and other statutory documents as required by the Bank should be submitted along with the bill, failing in which, the contractor will be liable for appropriate penalty.
- 15.2 The Contractor's Bills should be prepared based on the actual joint measurements certified by the Bank's Engineer and accepted by the Contractor. The Contractor's bill enclosing the sanctioned work slips duly certified by the ACT / CT and Bank's Engineer only should be submitted to SIDBI, failing which the bill will not be accepted.
- 15.3 Monthly Bill to be submitted by the 1<sup>st</sup> week of every Month & the same will be checked and passed within 15 days from date of receipt of bill along with all the supporting documents. SIDBI may release part payment if the bill is incomplete as also to deduct suitable amount as penalty/compensation for the activities not completed.

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- 15.4 The contractor is responsible for making timely payment to his employees / sub-contractors approved by SIDBI. It is the responsibility of the contractor to submit the proof of payment along with the monthly bills else appropriate penalty will be levied as deemed to be fit.
- 15.5 In case of failure, the Bank reserves the right to cancel a part of contract or whole contract and award to suitable agency at the risk and cost of contractor.
- 15.6 The contractor should submit Monthly bill payment format approved by SIDBI along with enclosures while submitting the monthly bills. The contractor must submit Salary slips, PF Statement, ESIC Statement etc. of all the employees engaged along with the monthly bills else the bill will not be processed.
- 15.7 All the staff employed by the contractor at SIDBI site should have Bank A/C for direct credit of salary. No other mode of payment will be acceptable.
- 15.8 Salary of all the employees engaged by the contractor in SIDBI should be credited before 10th of every month.

## 16 Compliance with all Statutory requirements

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

## 17 Insurance

- 17.1 The Contractor shall keep the employer, its employees/officials/servants or agents indemnified against claims, actions or proceedings brought or instituted against the employer, its employees/officials/servants or agents by any of the contractors' employees or any other third party in connection with relating to or arising out of the performance of the services under the agreement.
- 17.2 The contractor is also required to obtain the third party insurance for each incident other than ESIC as follows:-

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

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

#### 18 Indemnity

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

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## 19 Occupational Health and Safety

- 19.1 With regards to occupational health and safety, the Contractor shall adhere to the following:
  - Issue Identity cards and uniform dress with caps to all of his employees.
  - Comply with applicable local regulatory requirements.
  - Comply with applicable Bank's requirements specified in the contract and appendices.
  - Police verification of workmen/staff posted at site on half yearly basis.
  - Correct all health and safety non-compliance's in a timely manner, and where there is an immediate danger to health or life, to stop work immediately.
- 19.2 Be liable for liabilities arising due to non-compliance of contractor employees, agents or subcontractors with applicable requirements.

## 20 Safety Management

- 20.1 Initiate and maintain safety management programs to protect contractor's employees from hazards through procedures, practices, and regular inspection of the work areas, materials, equipment and work practices and to protect employer's employees exposed to similar hazards.
- 20.2 Provide suitable material, equipment, information and training necessary for safe work performance.
- 20.3 Maintain records including but not limited to contractor's employees' training, hazard assessments, communications, permits, licenses and accidental investigations.
- 20.4 In instances, where such work is carried out, implement permit to work programs, including but not limited to hot work, cold work, entry into confined spaces, work on fire suppression systems and work on high voltage and live electrical equipments.

## 21 Emergency telephone Nos.

The contractor shall provide an emergency telephone number for normal and out of hours operations with a maximum of two hour response time during any breakdowns to essential utility services like cable fault, burst water mains etc.

## 22 <u>Head Cleaning Staff/ Housekeeping Supervisor</u>

Contractor shall employ and post experienced Head Cleaning Staff for proper supervision, coordination and monitoring the work in the premises as per the man power requirement.

# 23 Subletting the work

The contractor shall not sublet the work without the prior permission of the Bank. However, he may be required to depute specialized agency/ies for a particular work, approval of which may be sought from the Bank before appointing. It shall be entirely contractor's responsibility to pay timely such agency/ies without any implication on the work. However, for Electrical Maintenance, the contractor may sublet the work to licensed electrical contractor, after obtaining prior permission from the Bank, in case the contractor is not licensed contractor of Public Works Department (PWD).

## 24 Termination of Contract

The Bank may terminate the Contract, by not less than thirty (30) days' written notice of termination to the Bidder/Agency, to be given after the occurrence of any of the events specified

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in paragraphs (i) to (iii) of this Clause and sixty (60) days' in the case of the event referred to in (iv) below or even without assigning any reason:

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

For the purpose of this clause:

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

#### 25 Arbitration

- 1 Except where otherwise provided for in the contract, all questions and disputes relating to the provisions of this contract shall be settled under the Rules of Indian Arbitration and Conciliation Act, 1996, as amended from time to time, within thirty (30) days (or such longer period as may be mutually agreed upon from the date that either party notifies in writing that such dispute or disagreement exists.
- 2. All disputes and differences arising out of, or in any way, concerning this agreement (except those, the decision whereof is otherwise, hereinbefore provided for) shall be referred for sole arbitration by any person to be nominated by the Chief General Manager, APV, SIDBI. The venue of Arbitration shall be New Delhi, India and the arbitration proceedings shall be conducted in the English language. The award of the arbitrator so appointed shall be final and binding on both the parties and judgment may be entered thereon, upon the application of either party, by any court having jurisdiction.
- 3. Indian laws shall govern this contract.
- 4. The existence of any dispute(s) or difference(s) or the initiation or continuance of the arbitration proceedings shall not permit the Parties to postpone or delay the performance by the parties of their respective obligations pursuant to this Contract..

## 26 Integrity Pact

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

#### 27 Confidentiality

i. The contractor will be exposed by virtue of the contracted activities of internal business information of Bank, affiliates, and / or business partners. Disclosures of receipt of this tender or any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the consultant, premature termination of the contract, or legal action against the vendors for breach of trust.

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- ii. In case the selected contractor acts is extending similar services to multiple customers, contractor shall take care to build strong safeguards so that there is no co-mingling of information, documents, records and assets related to services within the ambit of this tender and subsequent purchase order.
- iii. The contractor shall not, without the written consent of the Bank, disclose the contract or any provision thereof, any specification, or information furnished by or on behalf of the Bank in connection therewith, to any person(s).
- iv. The contractor shall not, without the prior written consent of the Bank, make use of any document or information except for purposes of performing this agreement.
- v. The selected vendor shall submit a non-disclosure agreement on non-judicial stamp paper of appropriate value as per the format enclosed.

## 28 SPECIFICATIONS/ FURTHER DETAILS

## A. Housekeeping

- i. Cleaning of office spaces
- ii. Sweeping and mopping of staircases, lift lobbies, passages etc.
- iii. Cleaning of glass panes, windows and other glass surfaces
- iv. Disposal of garbage
- v. Polishing of metal surfaces
- vi. Weekly scrubbing and cleaning of walls, floors and removal of cobwebs
- vii. Damp moping of tiles, vitrified floors, sidewalls and reception areas.
- viii. Emptying all wastepaper baskets from the office premises.
- ix. Cleaning of glass table tops, cabin doors, cabin partitions and glass accessories.
- x. Wipe clean all boards of meeting rooms, conference rooms, workstations, etc.
- xi. Wipe clean all table tops of workstations, cubicles and other furniture and fixtures.
- xii. Vacuuming of all rugs, carpets and blinds.
- xiii. Thorough cleaning and sanitization of toilets, bathrooms and wash basins.
- xiv. Keeping all surfaces free of grime, soap mud and smudges.

## **B. ELECTRICAL INSTALLATION WORKS EARTHING**

## **B.1** Requirement

- i) It shall be ensured that the following equipments are earthed:
  - 1) All metallic conductor enclosures.
- 2) Under any of the following conditions, exposed non-current-carrying metal parts of the fixed equipment which are liable to be earthed.
  - a) Where the equipment is supplied by means of metal clad wiring
  - b) Where equipment is located in a wet location and is not isolated
- c) Where equipment is located within reach of a person who can come in contact with any earthed surface or object.
  - d) Where equipment is located within reach of a person sending on the ground
  - e) Where equipment is in a hazardous location
- ii) All metal enclosures of electrical equipment in sub-stations shall be effectively earthed.
- iii) Before starting work on underground cables, all its conductors shall be discharged effectively and it's both ends are earthed. Dead cables shall be identified by available means and the adjacent cables, if any, shall be provided suitable protection.

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iv) Static condensers shall be disconnected from the source of supply, discharged and then earthed before starting work on them. If they are charged, heavy sparks will be drawn from them. To discharge them completely, earthling rods shall be used and contact made with each terminal in turn and the same shall be repeated until no spark is observed.

# C INTERNAL ELECTRICAL INSTALLATIONS

From the point of view of safety of life and materials, various checks that shall be carried out are tabulated below:-

i)	Checking of operation of all trip circuits, relays and instruments like	Six monthly					
	voltmeters and ammeters by stimulating conditions						
ii)	Checking of internal wiring for control circuits of circuit breakers and	Six monthly					
	tightening all loose connections (ensure that none of the controls and						
	safeties (trip) circuits are by-passed at any time).						
iii)	Against physical damage to main boards, switches and distribution	Six monthly					
	boards and rising mains.						
iv)	Tightening of all internal connections of cables in DBs, switch boards,	Six monthly					
	rising mains, etc.						
v)	Survey of lighting fixtures against physical damage to chokes, holders,	Six monthly					
	internal wiring, etc.						
vi)	Survey of point wiring against physical damage to conduit / batten /	Six monthly					
	wires / supporting arrangement.						
vii)	Insulation resistance test of wiring system and equipment	Six monthly					
viii)	Check against improper sizes of protective fuses	Six monthly					
ix)	Check loads on mains, sub-mains, sub-mains and feeder points with	Six monthly					
	long tester to ensure that there is no over-loading.						

## D) Plumbing

Plumber's Job responsibility shall be to attend to defects as and when complaint is received. However, the plumber shall undertake daily inspection of all fitting and fixtures, pipelines in ducts, underground chambers, drain etc. for preventive maitainence.

## 30. FORMATS RECOMMENDED FOR USE FOR OPERATION, MAINTENANCE & REPAIR RECORDS

Sr. No.	Description of Format	Remarks			
1	Daily Report	To be submitted by the Contractor			
2	Monthly Consumable / spares	To be submitted by the the			
	Consumption Statement	contractors every month			
3	Daily Attendance Sheet	To be submitted by the Contractor			

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S No	NAME OF RECORD ( As applicable including coordination with other agencies)			
1	Customer Complaint Register/ Job Request Register for the CONTARCTOR			
2	Monthly Report Format for O & M Team			
3	Daily Report for Electrical Services			
4	Water Level Daily Report [for residential quarters fully owned by Bank]			
5	Housekeeping Schedule			
6	Work Instructions for House Keeping Team			
7	Checklist for Toilet			
8	Checklist for Common Areas			
9	Performance Slip			
10	Annual Maintenance Schedule			
11	Check List for Periodical Audit			
12	Break Down Complaint Register			
13	Spares Register			
14	Periodic Preventive Maintenance			
15	Schedule for Electrical Systems			
16	Schedule for Fire Protection System			
17	Schedule for DG Sets			
18	Key Register			
19	Checklist - Diesel Generator - Weekly, Monthly, Quarterly, Half Yearly, Annually			
20	Checklist - Water Pump - Weekly			
21	Checklist - Ventilation Fan - Monthly, Quarterly, Half Yearly, Annually			
22	Checklist - General Plumbing - Monthly			

#### **Annexure D**

The list of itmes given below is the indicative requirement of materials likely to be consumed on monthly basis. The bidders will be needed to quote their monthly expenses for materials in the financial bid format. However, the selected bidder will be paid the material cost based on the actual consumption / bulk purchase cost on a reimbursement basis subject to upper limit of the monthly expenses quoted. As the list of items may be revised in future based on the requirements of SIDBI, the upper cap of reimbursement may accordingly be revised on mutual agreement.

	Tentative list of raw material for Housekeeping						
Sr.No	Particulars	Unit	Tentative Qty.	Monthly Frequency	Remarks		
1	Toilet Air Freshener	Packets	30	Monthly/ as per requirement	Godrej/ Odonil / Equivalent Make / cost		
2	Toilet roll	Boxes	50	Monthly/ as per requirement	Standard Make		
3	Tissue box	Boxes	50	Monthly/ as per requirement	Standard Make		
4	M fold	Boxes	50	Monthly/ as per requirement	Standard Make		
5	Pheneyl	Ltr.	25	Monthly/ as per	Standard Make		

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				requirement	
6	Room freshener	Bottles	30	Monthly/ as per requirement	Godrej/ Odonil/ Equivalent Make / cost
7	Scouring pads	Dozen	10	Monthly/ as per requirement	Standard Make
8	Dishwashing Powder	Kg.	10	Monthly/ as per requirement	Nip/ Vim/ Equivalent Make / cost
9	Detergent Powder	Kg.	10	Monthly/ as per requirement	Wheel/ Patanjali/ Tide/ Equivalent Make / cost
10	Mopping Cloth [Big Pocha]	Dozen	3	Monthly/ as per requirement	Standard Make
11	Hand Gloves)	Pairs	5	As per requirement	Standard Make
12	Soft broom	Dozen	1	Monthly/ as per requirement	Standard Make
13	Garbage bag – Big	Kg.	10	Monthly/ as per requirement	Standard Make
14	Garbage bag – Small	Kg.	5	Monthly/ as per requirement	Standard Make
15	White dusters	Dozen	1	Monthly/ as per requirement	Standard Make
16	Yellow dusters	Dozen	1	Monthly/ as per requirement	Standard Make
17	Toilet brush	Dozen	1	Monthly/ as per requirement	Standard Make
18	Glass Cleaner	Gallon	1	Monthly/ as per requirement	Colin/ Equivalent Make / cost
19	Taski R-6	Ltr.	10	Monthly/ as per requirement	Standard Make
20	Hand Wash	Gallon	15	Monthly/ as per requirement	Dettol/ Patanjali/ Savlon/ Equivalent Make / cost
21	Sanitizer	Gallon	2	Monthly/ as per requirement	Standard Make
22	Insect Repellant	Nos.	20	Monthly/ as per requirement	Hit/ Mortien/ Equivalent Make / cost
23	Dust pan	Nos.	10	As per requirement	Standard Make
24	Flushmatic / cistern cubes	Nos.	50	Monthly/ as per requirement	Harpic/ Domex/ Equivalent Make / cost
25	Broom (Hard)	Dozen	1	As per requirement	Standard Make
27	Wipers - Big	Nos.	6	As per requirement	Standard Make
29	Wipers - Small	Nos.	6	As per requirement	Standard Make
30	Wooden Polish	Gallon	1	As per requirement	Standard Make
31	Big Dustbin	Nos.	6	As per requirement	Standard Make
32	Small Dustbin	Nos.	6	As per requirement	Standard Make
33	Steel Wool	Dozen	2	As per requirement	Standard Make

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34	Microfiber dusters	Dozen	1	As per requirement	Standard Make
35	Naphthalene balls	Dozen	3	As per requirement	Standard Make
36	Urinal cubes	Dozen	3	As per requirement	Standard Make
37	Floor Cleaner	Ltr.	20	As per requirement	Lizol/ Dettol/ Presto/ Equivalent make / cost
38.	Tile Cleaner	Ltr.	5	As per requirement	Lizol/ Dettol/ Presto/ Equivalent make / cost

It may please be noted that quality of the cleaning material, as specified above, is to be strictly maintained / adhered to. In case of non adherence to the quality supplied, Bank reserves the right to cancel the contract and forfiet the EMD of the L1 agency and award the contract to L2 bidder and so forth.

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