



भारतीय लघु उद्योग विकास बैंक
SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA

**PRE QUALIFICATION CUM TENDER NOTICE
FOR MANAGEMENT OF FIRE & ACCESS CONTROL SYSTEM,
X-RAY BAGGAGE SYSTEM
AND OTHER SECURITY ALLIED SERVICES**

LAST DATE OF SUBMISSION OF TENDER: DECEMBER 24, 2010

Price: Rs. 500.00

(Those who download the tender
document from Website should enclose
a DD for Rs. 500.00 towards cost of tender)



**PRE QUALIFICATION CUM TENDER NOTICE
FOR MANAGEMENT OF FIRE & ACCESS CONTROL SYSTEM, X-RAY BAGGAGE
SYSTEM AND OTHER SERVICE ALLIED SERVICES**

**DATE OF ISSUE OF TENDER :03.12.2010
LAST DATE OF SUBMISSION OF TENDER :24.12.2010**

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA invites sealed tenders under **two-bid** system from reputed and experienced agencies for providing overall management of Fire Control systems (Hydrants, Sprinklers, Pumps, fire panels and public address systems etc.), Access Control Systems and maintaining complete vigil within the office premises and X-Ray Baggage System at SME Development Centre, Bandra Kurla Complex, Mumbai at the given below address.

The interested agencies are required to submit the technical and financial bid separately. The bids in Sealed Cover-I containing "Technical Bid" and Sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover super scribed "**Prequalification cum Tender for management of Fire & Access Control System, X-Ray Baggage System and other service allied services**" and should reach at the office of "Deputy General Manager (Admn. & Premises) Small Industries Development Bank of India, MSME Development Centre, C-11, G-Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051, before 1500 hrs on or before **December 24, 2010**. The technical bids shall be opened on the same day at 1530 hrs at SIDBI.

The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be purchased from SIDBI on any working day between 0930 and 1700 hrs on payment of Rs 500.00 only or can be downloaded from SIDBI website i.e., www.sidbi.in. Those who download the tender document from website should enclose an additional DD for Rs 500.00 in favour of "**SIDBI**", payable at Mumbai, along with their tender bid in the Cover-I "Technical Bid. The bid service (EMD) of Rs 5,000.00 (Rupees Five thousand only) should be paid by Demand Draft in favour of "**SIDBI**" payable at Mumbai.

Any future clarification and/or corrigendum(s) shall be communicated through tender section on SIDBI websites: www.sidbi.in.

**Deputy General Manager (Admn.)
Small Industries Development Bank of India,
MSME Development Centre, C-11, G-Block
Bandra Kurla Complex, Bandra (E)
Mumbai - 400 051.
E-Mail: svsingh@sidbi.in
Website: www.sidbi.in**

**PRE QUALIFICATION CUM TENDER NOTICE
FOR MANAGEMENT OF FIRE & ACCESS CONTROL SYSTEM, X-RAY BAGGAGE
SYSTEM AND OTHER SERVICE ALLIED SERVICES**

TECHNICAL BID

(In separate sealed Cover-I super scribed as Technical Bid)

<p>1. Name & Address of the Tenderer Organization/Agency with phone number, email and name and telephone/mobile number of contact person.</p>	
<p>2. Experience in the work of providing Fire control, access control, X ray Baggage management Services. Particulars of experience (Attach certificates, testimonials). This shall cover the details of works of similar nature, approximate magnitude and duration carried out and/or on hand for last 3 years along with a certificate from the agency where the job was carried out.</p>	<p>In following format</p>

SI.No.	Name of Organization with complete address and telephone numbers to whom services provided	From	To	Contracted Amount (₹ Per Month)	Reason for Termination if any
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<p>3. Set-up of your Organization, clearly indicating details of managerial, supervisory and other staff, also indicate the number of muster roll staff available for performing this service:</p> <p>(a) Is the establishment registered with the Government; please give details with document/evidence.</p> <p>(b) Do you have Labour licence (please give details with documentary proof)</p> <p>(c) Undertaking of the Agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment in SIDBI.</p>	
<p>4. Are you covered by the labour Legislations, such as, ESI, EPF, Gratuity Act etc.</p>	
<p>5. Please give EPF No:</p>	

ESI Code: Gratuity Act Regn. No:	
6. Are you governed by minimum wages rules of the Govt of Maharashtra. If yes, please give details.	
7. Please attach copy of last return of Income Tax	
8. Please attach balance sheet of the company, duly certified by Chartered Accountant for last three (3) years.	
9. PAN No. (Please attach copy)	
10. Vat No. (Please attach copy)	
11. Trade Licence No. (Please attach copy)	
12. Service Tax Registration No. (Please attach copy)	
13. Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document.	
14. Power of Attorney/authorization for signing the bid documents	
15. Please submit an undertaking that no case is pending with the police against the Proprietor/firm/partner or the Company (Agency). Indicate any convictions in the past against the Company/firm/partner.	
16. Details of the DD/Pay Order of Rs 5,000.00 towards bid service (EMD) and a DD for Rs 500/- in case tender document is downloaded from SIDBI website. DD/PO No. Date: Drawn on:	



Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Encls:

1. DD/Pay Order No. _____
2. Terms & Conditions (each page must be signed and sealed)
3. Financial Bid.

(Signature of Tenderer with seal)

Name:.....

Seal:.....

Address :.....

Phone No (O):.....

Fax No. (O):.....

E-mail:

Place:.....

Date:.....

FINANCIAL BID
(In sealed Cover-II super scribed "Financial Bid")

**QUOTATION FOR PROVIDING "PRE QUALIFICATION CUM TENDER NOTICE
FOR MANAGEMENT OF FIRE & ACCESS CONTROL SYSTEM, X-RAY BAGGAGE
SYSTEM AND OTHER SERVICE ALLIED SERVICES"**

Sl. No.	Particulars	No.	Rate per person/per month (In ₹)	Amount (in ₹)
	Monthly minimum wages and allowances payable thereon to the contract workers, service charges and service tax etc. thereon.			
1	Control Room Operator (CRO) For 9.00 AM -5.30 PM Shift Total gross wages including Basic Wages, Special Allowance/Variable DA, HRA, PF, ESI, Payment of Bonus, Payment of Leave Wages as per existing rates (as mentioned in the Tender Documents)	3		
2	Fire Men For 3 shifts of 8.30 Hrs. (4 Fire Men X 1 shift) Total gross wages including Basic Wages, Special Allowance/Variable DA, HRA, PF, ESI, Payment of Bonus, Payment of Leave Wages as per existing rates (as mentioned in the Tender Documents)	4		
3	Service Charges on 1 +2 (_____ %)			
4	Sub Total 1 +2 +3			
5	Add Service Tax @ 10.30% on 4			
	Total Amount (in ₹)			
(In words ₹. _____)				

*Break-up of the rate may also be provided along with the copy of the Govt Order on Minimum Wages to facilitate revision of rate whenever minimum wages are revised by the Govt as per following .

Justification for quoted price: -

SI No	DESCRIPTION	(CRO)	Fire Men
1	Minimum Wage of Govt. of Maharashtra		
2	ESI 4.75% Subject to submission of proof of deposit.		
3	PF 13.61% Subject to submission of proof of deposit		
4	Bonus 8.33%		
5	National Holidays		
6	Total		
7	Service Charge		
8	Total 6 & 7		
9	Service Tax		



Declaration by the Bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Note:

- i) No other charges would be payable by Client.
- ii) There would be no increase in rates during the Contract period except provision under the terms and conditions.

(Signature of Bidder with seal)

Name:.....

Seal:.....

Address :.....

Phone No (O):.....

Fax No. (O):.....

E-mail:

Place:.....

Date:.....

(To be made on Rs 100.00 Non Judicial Stamp Paper)

DRAFT AGREEMENT FORMAT

Articles of agreement made at Mumbai this ----- day of
Between SIDBI , established under the Small Industries Development Bank of India
Act,1989 (39 of 1989)

_____ And having its Head Office at SIDBI
Tower,15,AshokMarg,Lucknow-226001, Uttar Pradesh and an office interalie at MSME
Development Centre, C-11, G Block, Bandra Kurla Complex, Bandra (East), Mumbai-
400051, Maharashtra hereinafter called the "SIDBI" (which expression shall include its
successors and assigns wherever the context or meaning shall so require or permit)
(hereinafter called '**Client**' which expression shall, unless repugnant to the context or
meaning thereof be deemed to mean and include its successors, legal representatives
and assigns) of the **First Part** and

M/s _____, having its registered office at

(hereinafter called the '**Agency**' which expression unless repugnant to the context shall
mean and include its successors-in-interest assigns etc.)of the **Second Part** .

WHEREAS the '**Client**' is desirous to engage the '**Agency**' for providing Overall Fire
control, access control, X- ray baggage management Services for SIDBI at MUMBAI on the
terms and conditions stated below:

- ❖ The Agency shall be solely responsible for compliance to provisions of various Labour,
Industrial and any other laws applicable and all statutory obligations, such as, Wages,
Allowances, Compensations, EPF, Bonus, Gratuity, ESI, etc relating to service
personnel deployed in SIDBI. The '**Client**' shall have no liability in this regard.
- ❖ The Agency shall be solely responsible for any accident/medical/health related
liability/compensation for the personnel deployed by it at SIDBI site. The '**Client**' shall
have no liability in this regard.

- ❖ Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
- ❖ The contract can be terminated by giving one month notice on either side.
- ❖ In case of non-compliance with the contract, the '**Client**' reserves its right to:
 - Cancel/revoke the contract; and/or
 - Impose penalty upto 10% of the total annual value of contract. The decision of the client regarding the non compliance by the Agency shall be final and binding.
- ❖ Service deposit equal to 10% of the Annual contract value (refundable without interest after two months of termination of contract) in the form of Pay Order/Demand Draft or Bank Guarantee shall be furnished by the '**Agency**' at the time of signing of the Agreement.
- ❖ The '**Agency**' shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in SIDBI site.
- ❖ The service personnel provided by the '**Agency**' will not claim to become the employees of SIDBI and there will be no Employee and Employer relationship between the personnel engaged by the '**Agency**' for deployment in SIDBI site.
- ❖ There would be no increase in rates payable to the '**Agency**' during the contract period except to the extent of reimbursement of the statutory wages if increased by the Govt. during the tenure of the Agreement.
- ❖ The '**Agency**' also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time. (Annexed, herewith as Appendix-I). The terms and conditions contained in the Appendix-I shall be part and parcel of this Agreement.
- ❖ Decision of '**Client**' in regard to interpretation of the Terms and Conditions contained in Appendix-I and the Agreement shall be final and binding on the '**Agency**'.
- ❖ The '**Agency**' shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The '**Agency**' shall keep '**Client**' fully indemnified against liability of tax, interest, penalty etc. of the '**Agency**' in respect thereof, which may arise.
- ❖ In the event of any dispute between the parties in connection with this the Contract, Agency agrees that the authorized executives of both sides shall co-ordinate to settle the dispute. In the event the concerned Parties are unable to resolve the referred dispute fully and finally in accordance with the procedure specified above, then the same shall be settled as follows:
 - Any dispute arising out of or due to the conditions of this arrangement shall be settled through arbitration as laid down under the Arbitration and Conciliation Act, 1996 or any re-enactment or modification thereof. The arbitration proceedings shall be conducted in the Office of the Client at MSME Development Centre, C-11, G Block, Bandra Kurla Complex, Mumbai. All proceedings shall be conducted in English and a daily transcript in English shall be prepared;



- The Agency and the client that Dy. General Manager, Security Deptt of SIDBI, at Mumbai shall be the Sole Arbitrator.
 - The arbitration award given by any such Sole Arbitrator shall be final and binding on the disputant parties. The costs of arbitration shall be determined and specified by the Arbitrator. Till such time as the Sole Arbitrator passes the award, each party shall bear its respective costs and shall bear the costs of the arbitration equally.
 - The Parties agree to submit to the exclusive jurisdiction of the courts of Mumbai.

THIS AGREEMENT will take effect from _____ day of _____
Two thousand ten and shall be valid for _____year/ years.

IN WITNESS WHEREOF the official seal of SIDBI was thereto affixed and signed by Dy. General Manager (Admn.) on its behalf and an authorized official of the Agency has signed this Agreement on the dates respectively mentioned against their signatures.

Signed and delivered by Dy. General Manager (Admn.) for
And on behalf of the SIDBI, Mumbai

Name _____
Address _____
Signed and delivered by _____
for and on behalf of the Agency
M/s. _____

TERMS & CONDITIONS OF CONTRACT
(Annexure to Agreement)

A. Scope of Work:

Providing Overall management of Fire Control systems (Hydrants, Sprinklers, Pumps, fire panels and public address systems etc.), Access Control Systems and maintaining complete vigil within the office premises and X-Ray Baggage System at SME Development Centre, Bandra Kurla Complex, Mumbai by deploying required number of Service Personnel.

1. The Agency shall provide fire management, access control system. X ray baggage system services by deploying adequately trained and well disciplined personnel who shall safeguard the SIDBI site, buildings, moveable and immovable assets, equipments and other items at the above address from any thefts, pilferage or damage and also ensure safety of the employees, visitors, guests or any other persons working in its complex/premises.
2. The service personnel shall be deployed round the clock in 3 shifts at the SIDBI, MSME Dev Centre, BKC , Mumbai office to safeguard the premises.
3. The Agency shall maintain records of inward and outward movement of men (Employees, Sub Contractor Personals and also regulation of guests and visitors), materials and vehicles, etc with proper check on the same as per instructions given from time to time by SIDBI.
4. The service personnel deployed shall take regular rounds of the premises to maintain vigil and remain alert.
5. The service personnel should have been duly trained in Fire Safety Operations. They should be trained to operate and day to day services of various fire control equipments installed at SIDBI site. A mock fire drill may be organized half yearly.
6. The Agency shall keep the Client informed of all the matters of service and co-operate in the investigation of any incident relating to service.

B. Eligibility Criteria:

1. The Bidder may be a Private Limited Company/ Limited Company, Corporate body legally constituted and/ or empanelled/ registered with DGR who possess the required licenses, registrations etc as per law valid at least for 12 months from the date of the opening of tender.
2. The Bidder shall have at least 3 years experience of providing security management services.

3. Having successfully provided similar services with contract value worth Rs 10 lacs or more per year) in last three years.
4. Proof of financial turnover with a minimum of Rs 20 Lacs per year achieved, duly attested by CA.
5. The bidder should have an office in proximity of MUMBAI.
6. There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Agency).
7. The bidder shall have the following Registrations and details of the same be provided in the Technical Bid:
 - (a) PF Registration:
 - (b) ESI Registration:
 - (c) Service Tax Registration:
 - (d) Valid License, issued by Regional Labour Commissioner, Govt of India

C. Information and Conditions relating to Submission of Bids

1. The initial period of contract shall be for **24 months** may be extended by six months/ one year at a time depending on performance of the Agency and at discretion of SIDBI.
2. The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be purchased from SIDBI on any working day between 0930 hrs and 1700 hrs on payment of non refundable charges of Rs 500/- only or can be downloaded from SIDBI Website. Those who download the tender document from Website should enclose a DD for Rs 500/- in favour of "**SIDBI**", payable at Mumbai, along with their bid in the Cover-I containing Technical Bid.
3. The interested agencies are required to submit the technical and financial bid separately in the format enclosed. The bids in sealed Cover-I containing "Technical Bid" and sealed Cover-II containing "**Financial Bid**" should be placed in a third sealed cover superscribed "**Tender for overall fire management, access control system, X ray Baggage system Services**" should reach SIDBI before 1500 hrs on or before **December 24, 2010**. The technical bids shall be opened on the same day at 1530 hrs at SIDBI in presence of the bidders or their authorized representatives who choose to remain present.
4. All the pages of the tender should be signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender.

5. A copy of the terms and conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms and conditions.
6. The bidder shall pay Bid Service (EMD) of Rs 5,000.00 (Rupees Five thousand only) along with the technical bid by Demand Draft in favour of "SIDBI" drawn on any Nationalized Bank/Scheduled Bank and payable at Mumbai. Bids received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc at any stage.
7. The bid service (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract.
8. As a guarantee towards due performance and compliance of the contract work, the successful bidder (agency) will deposit an amount equal to 10% of Annual Contract value towards Security Deposit by way of demand draft in favour of "SIDBI" drawn on any Nationalized Bank/Scheduled Bank and payable at Mumbai.
9. The EMD deposited by successful agency will be adjusted towards Service deposit as demanded above. If the successful bidder fails to furnish the difference amount between Security Deposit and EMD within 15 (fifteen) days after the issue of Letter of Award of Work, his bid service (EMD) shall be forfeited unless time extension has been granted by SIDBI.
10. The EMD shall be forfeited if successful bidder fails to undertake the work or fails to comply with any of the terms and conditions of the contract.
11. The bid shall be valid and open for acceptance of the Competent Authority of SIDBI for a period of 90 days from the date of opening of the tenders and no request for any variation in quoted rates and/withdrawal of tender on any ground by successful bidder shall be entertained.
12. To assist in the analysis, evaluation and computation of the bids, the Authority may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
13. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions and who has quoted the lowest rate after complying with the provisions of Minimum Wages Act. In case two or more agencies are found to have quoted the same rates, the Competent Officer authorized by SIDBI shall decide about the agency to which the offer shall be granted based on the report on the past performance of the firm, and length of experience etc. The decision of the Competent Authority shall be final and binding.
14. The quoted rates shall not be less than the minimum wages of Govt of Maharashtra and shall include all statutory obligations. The rate quoted should be consolidated and inclusive of Income Tax, Employer EPF contribution, ESI contribution etc, bonus, insurance, leave salary etc.

15. SIDBI shall reimburse the Agency to the extent of the amount of variation arising out of the upward revisions in minimum wages as per Labour Commissioner of Maharashtra above the rates mentioned in the contract and derived statutory obligations thereof provided the documentary evidence is produced by the Agency making such payments to that extent only.
16. SIDBI reserves the right to accept or reject any or all bids without assigning any reasons. SIDBI also reserves the right to reject any bid which in its opinion is non responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

D. Terms and Conditions:

1. The services and provision for the required manpower shall be as under:

Shift	Time	Control Room Operator	Fire Man
First	0600 hrs. – 1430 hrs.	-	1
Second	1400 hrs. – 2230 hrs.	1	1
Third	2200 hrs. – 0630 hrs.	1	1
General	0900 hrs. – 1730 hrs.	1	1

However, the above number and arrangement of deployment of the Service personnel is without prejudice to the right of SIDBI to deploy the service personnel in any other number or manner considered to be more suitable in the interest of the SIDBI.

2. The agency shall ensure that the service personnel deputed are healthy and not more than **40** years of age. The agency will get their antecedents, character and conduct verified.
3. The full particulars of the personnel to be deployed by the agency including their names and addresses, shall be furnished to SIDBI along with testimonials before they are actually deployed for the job.
4. The agency shall not deploy or shall discontinue deploying the person(s), if so desired by the SIDBI at any time without assigning any reason whatsoever.
5. A local representative of Agency shall be In-charge of the service system and shall be responsible for the efficient rendering of the service under the contract. The service personal shall be equipped with latest communication systems/mobile. Night Fire Men shall be equipped with proper protection and lighting devices. While working at the premises of SIDBI, they shall work under directives and guidance of SIDBI and will be answerable to SIDBI. This will, however, not diminish in any way, the agency's responsibility under contract to SIDBI.

6. The agency shall deploy Fire Men trained in all facets of service work, including fire fighting. The Agency shall provide necessary undertaking and documentary evidence in this regard.
7. The visitors shall be regulated as per SIDBI's procedure and records thereof maintained as stipulated. Further, the visitors shall be attended with due courtesy.
8. A senior level representative of the Agency shall visit SIDBI premises at least once-a-week and review the service performance of its personnel. During the weekly visit, Agency's representative will also meet the Head, Security Deptt, at MSME Dev Centre, MUMBAI, officer dealing with service under the contract for mutual feed back regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working.
9. The Agency shall ensure that any replacement of the personnel, as required by SIDBI for any reason specified or otherwise, shall be effected promptly without any additional cost to the SIDBI. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of SIDBI at Agency's own cost.
10. The Agency shall provide reasonably good uniform with name badges to its personnel deployed at SIDBI site at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition. The incidentals, such as, belt, shoes, socks, caps, torch with cell, cane stick, gun, bullets, etc shall be borne/supplied by the Agency at its cost.
11. The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of SIDBI.
12. The day-to-day functioning of the services shall be carried out in consultation with and under direction of SIDBI. Proposals for efficient functioning of the service systems shall be discussed, considered and implemented from time to time by the agency with approval of SIDBI.
13. The agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it at AIIMS MUMBAI site or for any accident caused to them and SIDBI shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by SIDBI for whatever reason. The Agency shall also be responsible for the insurance of its personnel. The service agency shall specifically ensure compliance of various Laws/Acts, including but not limited to with the following and their re-enactments/amendments/modifications:-
 - (a) The Payment of Wages Act 1936
 - (b) The Employees Provident Fund Act, 1952

- (c) The Factory Act, 1948
 - (d) The Contract Labour (Regulation) Act, 1970
 - (e) The Payment of Bonus Act, 1965
 - (f) The Payment of Gratuity Act, 1972
 - (g) The Employees State Insurance Act, 1948
 - (h) The Employment of Children Act, 1938
 - (i) The Motor Vehicle Act, 1988
 - (j) Minimum Wages Act, 1948
14. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to SIDBI and maintain liaison with the police. FIR will be lodged by SIDBI, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed.
15. The agency shall ensure that service staff appointed by them is fully loyal-to and assist SIDBI during normal periods as well as during strike and other emergencies for the protection of personnel and property both moveable and immovable to the entire satisfaction of SIDBI.
16. In case of any loss that might be caused to the SIDBI due to lapse on the part of the service personnel discharging service responsibilities will be borne by the Agency and in this connection, SIDBI shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to SIDBI besides imposition of penalty. In case of frequent lapses on the part of the service personnel deployed by the contractor, SIDBI shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
17. In the event of any service personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve.
18. As and when SIDBI requires additional service strength on temporary or emergent basis, the agency will depute such service personnel under the same terms and conditions. For the same, a notice of two days will be given by the SIDBI. Similarly, if the service personnel deployed by the agency any time are found absent from duty or sleeping or found engaged in irregular activities, SIDBI shall deduct the requisite amount at the pro-rata rates from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.
19. The agency shall arrange to maintain at the service desk/booth, the daily shift-wise attendance record of the service personnel deployed by it showing their arrival and

- departure time. The Agency shall submit to SIDBI an attested photocopy of the attendance record and enclose the same with the monthly bill.
20. SIDBI shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
 21. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the statutory wages revised by the Government.
 22. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.
 23. The Service personnel deployed by the agency shall have at least the minimum elementary knowledge of reading and writing so as to be able to make entries in the registers kept at the service desk/booth whenever required and also to write their names in the attendance register and mark their arrival and departure by signing in the register.
 24. In case of non compliance/non-performance of the services according the terms of the contract, SIDBI shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the contract.
 25. The agency shall be solely liable for all payment/dues of the Workers employed and deployed by it. The agency shall fully indemnify SIDBI against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment /work in SIDBI premises.
 26. The decision of SIDBI in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
 27. In the event of any dispute between the parties in connection with this the Contract, Agency agrees that the authorized executives of both sides shall co-ordinate to settle the dispute. In the event the concerned Parties are unable to resolve the referred dispute fully and finally in accordance with the procedure specified above, then the same shall be settled as follows:
 - Any dispute arising out of or due to the conditions of this arrangement shall be settled through arbitration as laid down under the Arbitration and Conciliation Act, 1996 or any re-enactment or modification thereof. The arbitration proceedings shall be conducted in the Office of the Client at MSME Development Centre, C-11, G Block, Bandra Kurla Complex, Mumbai. All proceedings shall be conducted in English and a daily transcript in English shall be prepared;
 - The Agency and the client that Dy. General Manager, Security Deptt of SIDBI, at Mumbai shall be the Sole Arbitrator.
 - The arbitration award given by any such Sole Arbitrator shall be final and binding on the disputant parties. The costs of arbitration shall be determined and specified by the Arbitrator. Till such time as the Sole Arbitrator passes the award, each party shall bear its respective costs and shall bear the costs of the arbitration equally.

- The Parties agree to submit to the exclusive jurisdiction of the courts of Mumbai.

28. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.

29. An agreement shall be signed with the successful bidder as per specimen enclosed.

Note: These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between '**Client**' (**First Part**) and the '**Agency**' (**Second Part**) and any non-compliance shall be deemed as breach of the Contract/Agreement.

INSTRUCTIONS FOR BIDDER

The intended bidders should visit the SIDBI, MSME Dev Centre, BKC , Mumbai before bidding to inspect the various fire equipments, access control system, X Ray baggage system located in the premises to be given service coverage so as to submit the deployment of personnel along with the TECHNICAL BID and also familiarized itself with “Fire equipments, access system, X Ray baggage system including Incoming and Outgoing movements of Staff, Outsiders and Supplies of goods, parking of vehicles, safety equipment & belongings and monitoring of facilities and Fire fighting system etc.”

Rate quoted for each category separately on monthly basis i.e. 31 days. Also to indicate separately the additional charges to be included in the monthly bill viz Reliever charges, weekly off charges, service charges, service tax, including the amounts of ESI and EPF (Both Employees and Employer charges) etc thereby the total amount arrived is to be quoted and the same is compulsory to be quoted, if not mentioned quotation is liable to be rejected. The rate quoted should be firm for a period of one year. No upward revision will be entertained.

1. The Fire Protection arrangements should be provided round the clock on all days in shifts and General shift including holidays for two years. **Vacancy in any shifts under any circumstances is not allowed. Replacement of fire protection personnel should be arranged well in advance in case of any of the personnel falling of absent from work in all the three shifts and General Shifts.**

2. The CRO should be having a necessary qualification on fire safety equipments. He should be physically and medically fit. He should have been trained in Industrial Fire Fighting, having knowledge of handling all kinds of fire fighting systems. Knowledge in providing emergency first aid and should be having at least 5 years experience in the above activities. The firm has to ensure that the employees should have thorough knowledge on routine fire protection duties. Firemen deployed shall be physically and medically fit and shall be above the age of 21 years and below the age of 40 years. CRO and Firemen should have fire hydrant & fire fighting equipments training certificates. They should have sound knowledge and experience in handling fire – fighting equipments. **They should have been trained in providing emergency first aid and should have passed fire – fighting course conducted by reputed firm and in possession of its certificate kept valid through out the contract period. The persons not producing the certificates will not be allowed to perform the duties.**

3. The CRO will be responsible for the fire guards deployed in shift and should monitor their activities regularly in all shifts. The CRO will be responsible in carrying out all types of operations and maintenance activities in the fire fighting system. He should be available in premises for any emergency at any time and during leave, one reliever CRO shall be arranged by the firm without fail. Failing which if the reliever of CRO happens to be fireman, then the fire man salary should be claimed in the monthly bill instead of CRO salary during that leave period.

4. The firm should have 3 years Experience consecutively and exclusively in providing fire protection arrangements in last five Years to any Financial Institutions, Banks, PSU, Govt. Undertaking Unit, Public Limited Company and Multinational Company. They should submit documentary evidence for the same. Parties not having the above Experience will not be considered for tendering process.

5. The firm should obtain all permits and licenses under the laws or regulations applicable and in connection with the work carried out and shall comply with and discharge all statutory obligations/liabilities under various laws such as Home Department, Govt. of Mumbai, Factories Act, Employee's State Insurance Act, Employee's Provident Fund Act, payment of wages Act, Contract Labour (Regulation & Abolition) Act, Minimum Wages Act, etc., or any modification thereof. The rate quoted shall be firm for the entire contract period, whatever be the implication of the Government/local authority etc., from time to time. The rate quoted should be for one month i.e. 31 days in each category.

6. The firm shall strictly follow the social security measures such as ESI, EPF etc., announced by the Government Gazette notification from time to time and ensure the remittances are sent to concerned authorities within the due date.

7. The firm has to submit Photostat copies of documents pertaining to the experience and training of the CRO and Fire Men individually before deploying them.

8. The tender must enclose all duly attested Photostat copies of documentary proof for the License from the Home Department, Govt. of Maharashtra, EPF,ESI, Income Tax Pan No/Certificates, Labour License, Company Registration Certificate and other allied documents along with the quotation.

9. The quotation with out the documentary proof for having separate EPF and ESI code numbers will not be considered for eligibility.

10. EMD/BID SECURITY: The bidder shall pay Bid Service (EMD) of Rs 5,000.00 (Rupees Five thousand only) along with the technical bid by Demand Draft in favour of "SIDBI" drawn on any Nationalized Bank/Scheduled Bank and payable at Mumbai. Bids received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc at any stage. The successful tenderer must deposit 10% of the Total quoted value (Excluding Service Tax) as Security Deposit, in the form of Demand Draft drawn on any Nationalized Bank/Scheduled Bank, in favor of the SIDBI, payable at Mumbai for entire tenure of agreement.

11. The EMD of the unsuccessful tenderer will be returned within a reasonable time. The EMD of the successful tenderer will be retained by the SIDBI and will be returned to the tenderer on receipt of the security deposit after the award of contract. It is to be noted that if the performance of the successful tenderer is found not satisfactory, the contract will be cancelled with one – month notice.

12. Quotation in the sealed envelope super scribed "QUOTATION FOR PROVIDING FIRE PROTECTION PERSONNEL" and should reach the Deputy General Manager (Admn.), Small Industries Development Bank of India, MSME Development Centre, C-11, G-Block,

Bandra Kurla Complex, Bandra (E), Mumbai - 400 051 on or before December 24, 2010 at 15:00 hrs and will be opened on the same day i.e. December 24, 2010 at 15:30 hrs

13. The quotations shall be submitted on or before the due date and time and the quotations received beyond the due date and time will summarily be rejected. Postal delay will not be acceptable.

14. Important Note: FAX, TELEGRAPH, TELEX quotations will not be considered.

15. If the opening date happens to be a holiday the same will be opened on next day.

16. The quotations will be kept valid for a period of 90 days from the date of opening of the terms and conditions to be followed during the contract period

17. The successful tenderer should enter into an Agreement with SIDBI, for the terms and conditions to be followed during the contract period.

18. In case of failure to perform the contract after awarding the contract/during the period of contract, SIDBI will forfeit the EMD amount and contract will be cancelled immediately.

19. The monthly bill shall be submitted for the actual duty performed i.e. working days of the respective calendar month viz 30/31/28 days for each category of security personnel in respective months along with paid challans in respect of EPF and ESI. An undertaking should be given to the extent that the employees deployed by the firm are covered and remittance towards EPF & ESI in their independent code nos. in respect of the individuals deployed at SIDBI, are included in the paid challans (Which is furnished to the SIDBI). And Copy of ESI – Form-6 Register of Employees shall be furnished every month. Further monthly attendance Register and Monthly wage register shall also be furnished. Payment will be made by the SIDBI provided all the statutory requirements are fulfilled.

20. The firm shall furnish the acknowledged copies (from ESI Office) of ESI Form- 5 (Half – Yearly returns) without fail on completion of each contributory period. Likewise EPF – Form 3A & Form 6A (Annual Return) in respect of the personnel deployed at SIDBI, Mumbai shall also be furnished.

21. The contractor should execute performance bank guarantee/Demand draft against security Deposit equivalent to 10% of the order value for a period of 12 (Twelve) months from the date of work order and to be submitted before the first month bill D.D. amount will not bear any interest.

22. 100% payment for the 1st month will be made on submission of a unconditional Bank Guarantee/Demand Draft towards security deposit 10% of the order value and other compliance of other statutory provisions viz. EPF, ESI, payments of wages etc. the claim period for the performance bank guarantee shall be up to 60 days after the completion of the contract Period. The Proforma of the bank guarantee for security deposit is enclosed as annexure. If the performance of the successful tender is not satisfactory the security deposit will be forfeited.



23. SIDBI reserves right to accept or reject any or all the quotations without assigning any reasons thereof.

24. The fire guards should know the local language with knowledge in English.

25. The decision of SIDBI regarding this bid documents shall be final and binding.
