



भारतीय लघु उद्योग विकास बैंक (सिडबी)
SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA (SIDBI)

सिडबी मुंबई के लिए सुविधा प्रबंधन सेवाएं
FACILITY MANAGEMENT SERVICES AT SIDBI MUMBAI
प्रस्ताव के लिए अनुरोध (आरएफपी)
REQUEST FOR PROPOSAL (RFP)

Technical and Pre-qualification Bid

भारतीय लघु उद्योग विकास बैंक / Small Industries Development Bank of India (SIDBI)
प्लॉट नं. सी - 11, जी ब्लॉक / Plot No. C-11, G Block
स्वावलम्भन भवन, बांद्रा ईस्ट / Swavalambhan Bhavan, Bandra East
मुंबई - 400051 / Mumbai- 400051

Tender Reference Number: 2023/1745
Issued on 28.10.2022

वेबसाइट / Website: www.sidbi.in

यह दस्तावेज़ भारतीय लघु उद्योग विकास बैंक (सिडबी) की संपत्ति है। इसे सिडबी की लिखित अनुमति के बिना इलेक्ट्रॉनिक अथवा अन्य किसी भी माध्यम से पुनर्प्रस्तुत, वितरित या अभिलिखित नहीं किया जा सकता है। इस दस्तावेज़ में उल्लिखित सामग्री का उपयोग, यहाँ तक कि निर्दिष्ट उद्देश्य के अतिरिक्त, किसी भी अन्य उद्देश्य हेतु अधिकृत कर्मियों / एजेंसियों के लिए भी निषिद्ध है, क्योंकि इसे कॉपीराइट का उल्लंघन समझा जाएगा और इस प्रकार यह भारतीय कानून के अंतर्गत दंडनीय होगा। / This document is the property of Small Industries Development Bank of India (SIDBI). It may not be copied, distributed, or recorded on any medium, electronic, or otherwise, without SIDBI's written permission. Use of contents given in this document, even by the authorized personnel/agencies for any other purpose other than the purpose specified herein, is strictly prohibited as it shall amount to copyright violation and thus shall be punishable under the Indian law.

Table of Contents

Description		Page no.
Acronyms		4
Data Sheet		5
SECTION I: NOTICE INVITING TENDER (NIT)		6-8
Appendix To NIT: Tender Information Summary		9
SECTION II: INSTRUCTIONS TO BIDDERS (ITB)		10-27
1	Tender Document	10-12
2	Procuring Entity – Rights, and Disclaimers	12-13
3	Bidders – Eligibility and Preferential Policies	13-17
4	Schedule of Requirements and Form of Contract	17
5	Bid Prices, Taxes, and Duties	17-18
6	Downloading the Tender Document; Corrigenda and Clarifications	18
7	Pre-bid Conference	18-19
8	Preparation of Bids	19-21
9	Signing and submission of Bids	21-22
10	Evaluation of Bids	22-24
11	Award of Contract	24-26
12	Grievance Redressal/ Complaint Procedure	26
13	Code of Integrity in Public Procurement and Serious Misdemeanors	26-27
SECTION III: GENERAL CONDITIONS OF CONTRACT (GCC)		28-69
1	General	28-30
2	Contract	30-32
3	Governing Laws and Jurisdiction	32-34
4	Communications	34-35
5	Contractor’s Obligations and restrictions on its Rights	35-42
6	Obligations of Procuring Entity	42-43
7	Scope of Services	43-44
8	Measurement, Variations, and Modifications	44-45
9	Performance Standards and Quality Assurance	45-46
10	Deployment of Resources	46-51
11	Delivery of Services and delays	51-55
12	Prices and Payments	55-62
13	Resolution of Disputes	62-64
14	Defaults, Breaches, Termination, and closure of Contract	64-67
15	Code of Integrity in Public Procurement and Serious Misdemeanors	67-69

SECTION IV: ELIGIBILITY AND QUALIFICATION CRITERIA		70-72
SECTION V: SCHEDULE OF REQUIREMENTS		73-77
Form 1: Bid Form – Techno-Commercial Bid		78-80
Form 1.1	Bidder Information	81-82
Form 1.2	Eligibility Declarations	83-84
Form 2: Services And Activities Schedule		85
Form 3: Integrity Pact		86-89
Form 4: Qualification Criteria - Confirmations/ Deviations		90
Form 4.1	Performance Statement	91
Form 4.2	Non-performance, Litigation Statement	92
Form 4.3	Financial Capability Statement	93
Contract Form		94-96
Checklist For Bidders		97
Technical Evaluation		98-99

Acronyms

Acronym	Acronym Definition
DPIIT	Department for Promotion of Industry and Internal Trade
EMD	Earnest Money Deposit
EPF	Employees Provident Fund
ESIC	Employees State Insurance Corporation
GCC	General Conditions of Contract
GST	Goods and Services Tax
GSTIN	GST Identification Number
HSN	Harmonized System of Nomenclature
IEM	Independent External Monitor
INR	Indian Rupee
ITB	Instructions To Bidders
JV/C	Joint Ventures/ Consortium
MSE	Micro and Small Enterprises
MSME	Micro Small and Medium Industries
NIT	Notice Inviting Tender
NoA	Notification Of Award
PC	(Indian) Penal Code
PVC	Price Variation Clause
RCM	Reverse Charge Mechanism
TIA	Tender Inviting Authority
TIS	Tender Information Summary

विवरण तालिका / Data Sheet

आरएफपी संदर्भ संख्या और तारीख / RFP Ref no. and date	2023/1745 28.10.2022
आरएफपी शीर्षक / RFP title	Facility Management Services at SIDBI Mumbai
असाइनमेंट का संक्षिप्त विवरण / Brief Description of the assignment	SIDBI is inviting bids to engage the Facility Management Services for its infrastructure and set up at Mumbai Office, and Residential complexes in Mumbai and Navi Mumbai
चयन की विधि / Method of Selection	गुणवत्ता और लागत आधारित चयन (क्यूसीबीएस) / Quality and Cost Based Selection (QCBS) 80% weight to Technical Proposal / तकनीकी प्रस्ताव पर 80% महत्व 20% weight to Finance Proposal / वित्तीय प्रस्ताव पर 20% महत्व
बोली पूर्व बैठक / Pre-bid meeting	07.11.2022 at 3:00 PM
प्रस्ताव जमा करने का पता / Address for Pre-bid meeting/ submission of tender documents	Small Industries Development Bank of India Plot No.C-11, G Block, Swavalambhan Bhavan, Bandra East, Mumbai, Maharashtra 400051
प्रस्ताव प्रस्तुत करने की तिथि और समय / Proposal Submission date and time	18.11.2022 को 15:00 बजे तक या उससे पहले प्रस्तुत किए जाने हैं / Proposals to be submitted on or before 18.11.2022 by 15:00 hrs.
संपर्क व्यक्ति / Contact Person	Hariom, Manager (P)/P S Manoj, DGM SIDBI, Plot No.C-11, G Block, Swavalambhan Bhavan, Bandra East, Mumbai, Maharashtra 400051 Email: premisestender@sidbi.in ; C/c: hariom@sidbi.in and manojp@sidbi.in ; Phone no: 022 6753 1302/ 022 6722 1436
बोली वैधता / Bid Validity	बोली जमा करने की अंतिम तिथि से 90 दिन / 90 days from the last date of bid submission
स्वतंत्र बाहरी मॉनिटर (आईईएम) / Independent External Monitor (IEM)	Shri Nageshwar Rao Koripalli, IRS (Retd.) 38, The Trails, Manikonda, R. R. District Hyderabad - 500089 Mobile: 9788919555 Email: knageshwarrao@gmail.com

SECTION I: NOTICE INVITING TENDER (NIT)

1. Notice Inviting Tender (NIT)

This Request for Proposal (RFP) for Services (hereinafter called 'the Tender Document') by Small Industries Development Bank of India (SIDBI), Mumbai Office (hereinafter referred as 'the Procuring Entity') is for inviting proposals (hereinafter referred as the 'Bid(s)') from eligible and qualified Bidders on or before the scheduled bid submission closing date and time, for entering into contract for delivery of Facility Management Services at SIDBI, Mumbai Office (hereinafter called 'the Services') as per details in this Tender Document.

Envelope-1 (superscribed "OFFER FOR FMS: Technical Pre-Qualification Bid")
Complete set of Tender documents Part I (i.e., Pre-Qualification and Technical Bid) as issued, duly filled in and signed by the authorized signatory of the tenderers on all pages along with all supporting documents, etc. and Earnest Money Deposit (EMD) and Tender fee.

Envelope-2 (superscribed "OFFER FOR FMS: Price-Bid")
The Complete set of tender document Part II (Price-bid) duly filled in and signed by the tenderer on all pages.

The above two envelopes duly sealed and kept in a bigger envelope superscribing "OFFER FOR FMS," duly sealed should be dropped in the tender box kept in Swavalamban Bhavan, SIDBI BKC office near reception before the due date and time.

2. The Tender Document

2.1 Bidders should read the full 'Tender Document'

This NIT is an integral part of the Tender Document and serves a limited purpose of invitation and does not purport to contain all relevant details for submission of bids. 'Tender Information Summary' (TIS) appended to this notice gives salient summary of information of this tender. Any generic reference to NIT shall also imply a reference to TIS as well. However, Bidders should go through the full Tender Document for details before submission of their Bids.

2.2 Availability of the Tender Document

The Tender Document shall be published and be available for download as mentioned in TIS, after the date and time of start of availability till the deadline of availability. If the Procuring Entity happens to be closed on the deadline of availability of the bids as specified above, this deadline shall be extended to next working day.

2.3 Clarifications

A Bidder requiring any clarification regarding the Tender Document may ask questions in writing/ electronically from Office/ Contact Person as mentioned in TIS, provided the questions are raised before the clarification end date mentioned in TIS. This deadline shall not be extended in case of any intervening holidays.

3. Eligibility to Participate and Preference Policies:

Subject to provisions in the Tender Document, this invitation for Bids is open to all solvent bidders who fulfil following 'Eligibility' Criteria:

- 1) Bidders should be a provider of the Services offered with valid registration with Employees Provident Fund organization under EPF and Miscellaneous Provisions Act, 1952, and
- 2) Bidder should be a natural person or private entity or public entity (legally and financial autonomous Government owned enterprises), or Joint Venture/ Consortium (JV/ C - unless otherwise stipulated in the TIS).
- 3) Bidder should be a going concern – i.e., not insolvent, bankrupt, under receivership, under legal proceeding for similar disruptions etc.
- 4) The bidder, their affiliates, or subsidiaries – including subcontractors or Contractors for any part of the Contract – should not stand declared ineligible/ blacklisted/ banned/ debarred by any Government Agency, for participating in its Bids.
- 5) The bidder, their proprietor of the firm, its employee, partner or representative, directors and officers should not have been convicted of offences involving moral turpitude in business dealings under any applicable laws, within a period of three years preceding the commencement of the Tender Process.
- 6) Any bidder having conflict of interest with other bidders or with relevant executives of Procuring Entity, which substantially affects fair competition, shall not be eligible to Bid in this tender.
- 7) Bidder should not have been penalized for violation of labour laws for three or more times in the previous two years (from the date of opening of tender) by the appropriate enforcing agency like the Labour Commissioner etc.
- 8) Not have its previous contract terminated by the Procuring Entity in the previous two years (from the date of opening of tender) for agency's default.
- 9) Bidder should neither be himself nor be associated with - a retired Government Officer who has not completed the mandatory cooling off period.
- 10) Bidder should fulfil any additional eligibility criteria laid down in TIS.
- 11) Procuring Entity reserves its right to grant purchase preferences to Class-I Local Suppliers; Micro and/ or Small Enterprises (MSEs); and/ or Start-ups and/ or any other category of Bidders as mentioned in the TIS/ ITB.

4. Pre-bid Conference:

If so indicated, in TIS in appendix to this notice, Bidders are requested to attend a Pre-bid conference for clarification on techno-commercial conditions of the Tenders, on the time, Date and Place mentioned therein. Participation in such Pre-bid Conference is not mandatory, however, in case a bidder chooses not to participate (or fails to do so), it shall be assumed that they have no issues regarding the Techno-commercial specifications/ conditions and no subsequent representations from them in this regard shall be entertained.

5. Submission of Bids:

Bids should be submitted till the deadline of submission mentioned in TIS. If the office happens to be closed on the deadline of submission of the bids as specified above, this deadline shall be extended to the next working day. Bid Security (EMD) amount, if any, mentioned in TIS shall be furnished in one of the specified forms mentioned therein, otherwise the Bid shall not be accepted. The financial instruments shall be drawn in the manner specified in TIS.

6. Opening

Bids received shall be opened at the specified date and time given in TIS. If the office happens to be closed on the date of opening of the bids as specified, the bids shall be opened on the next

working day at the same time and venue. Any changes will be notified to the bidders through email.

7. Disclaimers and Rights of Procuring Entity

The issue of the Tender Document does not imply that the Procuring Entity is bound to select Bid(s) and it reserves the right to reject any or all the Bids or cancel the tender process; or abandon the procurement of the Services; or issue another tender for same or similar Services, without assigning any reason.

8. For further details please refer to annexed TIS and the full Tender Document.

Tender Inviting Authority (TIA)

Deputy General manager
SIDBI, Mumbai Office

Appendix: Tender Information Summary (TIS)

Appendix to NIT: Tender Information Summary (TIS)

Basic Tender Details			
Tender Title	Facility Management Services at SIDBI, Mumbai Office, and residential quarters		
Tender Reference Number	2023/1745	Tender Type	Open Tender - Domestic
Tender Category	Services	No. of Covers	Two Covers
Contract Period:	Two years extendable up to another one year	Product Category	Facility Management Services
Clarification Start Date & Time	28.10.2022 from 11:00 AM	Clarification End Date & Time	07.11.2022 up to 11:00 AM
Bid Submission Closing Date & Time	18.11.2022 by 15:00 hrs.	Tender Opening (pre-qualification Bid) Date & Time	18.11.2022 at 16:00 hrs.
Presentation Date	22/23/24.11.2022	Tender Opening (Financial Bid) Date & Time	25.11.2022 at 16:00 hrs.
<i>Time, and date before which Written queries for Pre-bid conference should be received.</i>		<i>07.11.22 before 11:00 AM on email-id: premisesupplier@sidbi.in</i>	
Preparation and Submission of Bids			
Bids to be Addressed to	Deputy General manager SIDBI, Mumbai Office Contact Number :022 6722 1436 Email: manojp@sidbi.in , hariom@sidbi.in		
निविदा दस्तावेज शुल्क / Tender document fee	Rs.3540/- (Rs.3000/- + GST of Rs.540/-) through DD/ NEFT		
EMD Details	Rs.6,20,000/- valid up to 31.01.2023		
Payment Mode of EMD/ Tender fee	DD: in favour of SIDBI, payable at Mumbai / NEFT: ACCOUNT NAME: SIDBIAPV, Bank Name: STATE BANK OF INDIA, Bank account No.: 37823159064, IFS Code: SBIN0004380, Bank Branch: BANDRA KURLA COMPLEX (04380)		
Original Bid Security to be submitted to	Deputy General manager, Premises Small Industries Development Bank of India Plot No.C-11, G Block, Swavalambhan Bhavan, Bandra East, Mumbai, Maharashtra 400051		
Performance Security	3% of the annual contract value		
<i>Independent External Monitor</i>	Shri Nageshwar Rao Koripalli, IRS (Retd.) 38, The Trails, Manikonda, R. R. District Hyderabad - 500089 Mobile: 9788919555 Email: knageshwarrao@gmail.com		

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

1. Tender Document

1.1 Basic Tender Details

This Request for Proposal for Services Document (hereinafter referred as the 'the Tender Document') details terms and conditions for invitation of Bids for entering contract for delivery of the Services (hereinafter called 'the Services') mentioned in Section V: "Schedule of Requirements". Bidders should go through the Tender Document for further details, but for your ready reference, 'Tender Information Summary' (TIS) is appended to Section I: Notice Inviting Tender (NIT). In case of conflict, provisions of ITB shall prevail over those in TIS.

The estimated cost of the work is Rs.6 crore per annum excluding GST.

Kindly keep on checking our website www.sidbi.in regularly to get latest updates regarding this tender.

Bidders who have already submitted documents for tender reference no. 2023/1715 issued on 27.07.2022 may submit financial bid only. If these bidders have submitted/deposited tender document fee/ EMD then they do not need to submit/deposit fees again.

1.2 Definitions

Definitions which have been used in the Tender Document, shall have the meanings as indicated in clause 1.1 of Section III: General Conditions of Contract (GCC).

1.3 Document Conventions

All words and phrases which are defined in clause 1.2 of Section III: General Conditions of Contract (GCC) are written in 'Capitalized font' and shall have the meaning as defined. Rest of the words shall be as per grammar, inter-alia 'Services' shall indicate definition as given in the GCC while 'services' shall have normal dictionary meaning.

1.4 Overview of Contents

- 1) Unless otherwise stipulated in TIS, the Sections, Forms and Formats comprising this Tender Document is described in clauses 1.6, 1.7 and 1.8 below.
- 2) The Bid is to be submitted by the Bidder in the Forms mentioned in clauses 1.6 and 1.7 below which should comply with all the requirements set out in Tender Documents. The sections mentioned in clause 1.5 below need not be signed or returned by the bidders; however, the Bidder should declare in his Bid Form (Form 1), that he has read, understood, complied, and stands bound by all such requirements of these sections:

1.5 Sections

1.5.1 Section I: Notice Inviting Tender (NIT) and its Appendix: Tender Information Summary (TIS)

Section I – Notice Inviting Tender (NIT) and its Appendix – Tender Information Summary (TIS) provides a synopsis of information relevant for a Bidder to decide on participating in the Tender. Any generic reference to NIT shall also imply a reference to TIS as well. In case of any conflict between provisions of NIT/ TIS with those in subsequent sections, the provisions in latter sections shall prevail.

1.5.2 Section II: Instructions to Bidders (ITB)

Section II: “Instructions to Bidders” - ITB provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids. It also includes the mode and procedure to be adopted for receipt and opening as well as scrutiny and evaluation of Bids and subsequent award of contract. With this limited objective, ITB is not intended to be complete by itself and the rest of this document should also be thoroughly studied before preparing the Bid.

1.5.3 Section III: General Conditions of Contract (GCC)

General Conditions of Contract (GCC) describe the conditions that shall govern the resulting contract.

1.5.4 Section IV: Qualification Criteria; Section IV-1: Key Personnel Schedule

- 1) These Sections laydown the Qualifying Criteria for a bid/ Bidder to be considered as a responsive bid/ bidder for further evaluation. Bids/ bidders not meeting these criteria shall be rejected and shall not be considered for further evaluation. Qualification Criteria shall include:
 - a) Criteria 1: Experience and Past Performance
 - (i) Similar Experience
 - (ii) No Non-performing Contracts and Litigation
 - b) Criteria 2: Performance Capability – Key Personnel
 - c) Criteria 3: Financial Capability - Turnover
- 2) Bidders should fill-up following Forms regarding this Schedule:
 - a) Form 4.1: Performance Statement.
 - b) Form 4.2: Non-performance, Litigation Statement
 - c) Form 4.3: Financial Capability Statement

1.5.5 Section V: Schedule of Requirements

- 1) Section V: Schedule of Requirements describe the background, purpose and objectives, description/ scope, deliverables/ outcomes, quantum, and timelines of Services required; as well as EMD stipulated etc. The requirements may consist of more than one schedule and each schedule may contain more than one Service.
- 2) Bidders should fill-up following Forms regarding this Schedule: Form 2: Services and Activities Schedule

1.6 Forms (To be Filled, and submitted by Bidders)

Please refer to clause 1.5 above to relate the following forms to the corresponding Sections.

- 1) Form 1: Bid Form – Techno-Commercial Bid (to serve as a covering letter to the Bid)
 - a) Form 1.1: Bidder Information
 - b) Form 1.2: Eligibility Declarations
- 2) Form 2: Services and Activities Schedule
- 3) Form 3: Integrity Pact
- 4) Form 4: Qualification Criteria – Confirmations/ Deviations
 - a) Form 4.1: Performance Statement
 - b) Form 4.2: Non-performance, Litigation Statement
 - c) Form 4.3 Financial Capability Statement

5) Checklist for the Bidders

1.7 Other Formats (to be used if/ as required as per ITB/ GCC)

Contract Form

- (i) Annexe 1 to Contract: Description of Services
- (ii) Annexe 1-A to Contract: Personnel Deployment Plan
- (iii) Annexe 1-B to Contract: Equipment Deployment Plan
- (iv) Annexe 1-C to Contract: Materials Deployment Plan

2. Procuring Entity - Rights and Disclaimers

2.1 The Procuring Entity

Bids are to be addressed to Deputy General manager, SIDBI, Mumbai Office. Contract shall designate counterpart Contract Manager (or Contract Management Team); interim/ ultimate Receiver(s) of Services and Paying authority who shall discharge designated function during contract execution.

2.2 Right to Intellectual Property and confidentiality:

The Tender Document and associated correspondence are subject to laws of copyright and shall always remain the property of the Procuring Entity. These should not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent. This condition shall also apply to bidders who do not submit a Bid after downloading it or who are not awarded contract in the process.

2.3 Disclaimers

2.3.1 Regarding Purpose of the Tender Document

The Tender Document is neither an agreement nor an offer to prospective Bidder(s) or any other party hereunder. The purpose of the Tender Document is to provide the Bidder(s) with information to assist them in the formulation of their Bids for submission.

2.3.2 Regarding Documents/ guidelines

The Tender Document and ensuing bids; communications and Contracts shall alone determine the legal and commercial relationship between the bidders/ contractors and the Procuring Entity. No other Government or Procuring Entity's document/ guidelines/ Manuals including its Procurement Manual (which are for internal and official use of its officers), notwithstanding any mention thereof in the Tender Document shall have any locus standi in such a relationship. Any reference or citation of such documents/ guidelines/ Manuals therefore shall not be admissible in any legal or dispute resolution or grievance redressal proceedings.

2.3.3 Regarding Tender Document and Information Provided

1) Terms and Conditions under which Information is Provided:

The information contained in the Tender Document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form directly or indirectly by the Procuring Entity or by any of its employees or associated agencies, is provided to Bidder(s) on the terms and conditions set out in the Tender Document and such other terms and conditions subject to which such information is provided.

2) Disclaimer regarding Tender Document:

- (a) The Tender Document does not purport to contain all the information Bidder(s) may require. The Tender Document may not be appropriate for all bidders, and it is not possible for the Procuring Entity to consider needs of each Bidder. Each Bidder should conduct its own due-diligence, investigation, and analysis, and should check the accuracy, reliability, and completeness of the information in the Tender Document and obtain independent advice from appropriate sources. Information provided in the Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Procuring Entity, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- (b) The Procuring Entity, its employees and other associated agencies make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in the Tender Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of the Tender Document or arising in any way for participation in this Tender. The Procuring Entity, its employees and other associated agencies also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance by any Bidder(s) upon the statements contained in the Tender Document.

3. Bidders – Eligibility and Preferential Policies

3.1 Bidders

Subject to provisions in following clauses in this section and provisions in NIT/ TISf, this invitation for Bids is open to all bidders who fulfil the 'Eligibility Criteria' specified in the Tender Document.

Sub-Contractors

Subject to the restrictions set forth in this Tender Document (including GCC), any Bidder may propose to sub-contract a part of the Contract and provided that the names and details of the sub-contracts are clearly stated in the Bid submitted by the Bidder and provided further that such sub-contractor should not circumvent the eligibility condition laid down below. Despite any approval granted by the Procuring Entity for such arrangements, the Bidder/ Contractor shall be solely responsible for the execution of sub-contracted portion of Contract.

3.2 Eligible Bidders and Purchase Preferential Policies

Any participant in this Tender Process (bidder/ sub-contractor/ member of JV/C):

- 1) shall be a provider of the Facility Management Services offered with valid registration with Employees Provident Fund organization under EPF and Miscellaneous Provisions Act, 1952, and be a:
 - (a) natural person or private entity or public entity (legally and financial autonomous Government owned enterprises).
Or
 - (b) Unless otherwise stipulated in the TIS - Joint Venture/ Consortium (JV/C).
- 2) including their affiliates or subsidiaries or constituents should:

- (a) Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business Activities suspended and should not be the subject of legal proceedings for any of the foregoing reasons. A declaration to this effect shall be submitted by the bidder in the Bid Form (Form 1).
- (b) Not be under a declaration of ineligibility or any category of debarment for corrupt and fraudulent practices or for any other mis demeanors by the central government, the state government or any public undertaking, autonomous body, authority by whatever name called under the central or the state government and also not have changed its name or created a new business entity as covered by the definition of "Allied Firm", consequent to having been banned business dealings or suspended business dealings. A declaration to this effect shall be submitted by the bidder in the Bid Form (Form 1).
- (c) Not have been convicted (including their proprietor of the firm, its employee, partner or representative, directors, and officers) of any offence by a court under the Prevention of Corruption Act, 1988 or under the Indian Penal Code or any other law for the time being in force for offences involving moral turpitude in business dealings within a period of three years preceding the commencement of the Tender Process. A declaration to this effect shall be submitted by the bidder in the Bid Form (Form 1).
- (d) not have a conflict of interest as laid down in the following clause which substantially affects fair competition.
- (e) Not have been levied with a penalty for violation of labour laws for three or more times in the previous two years (from the date of opening of tender) by the appropriate enforcing agency like the Labour Commissioner etc.,
- (f) Not have its previous contract terminated by the Procuring Entity in the previous two years (from the date of opening of tender) for Contractor's default
- (g) should fulfil any other additional eligibility condition, if any, as may be prescribed, in TIS or elsewhere in Tender Document.
- (h) Not have association (as a bidder himself or as partner or as a Director or as an employee in any capacity)
 - (i) of retired Manager (of Gazetted Rank) or of a retired Gazetted Officer of the Central or State Government or its Public Sector Undertakings if such a retired person has not completed the cooling off period of one year after his retirement.
 - (ii) Of the near relations of executives of Procuring Entity involved in this Procurement Process
- (i) should provide such evidence of their continued eligibility satisfactory to the Procuring Entity, it may reasonably request.
- (j) should sign the Integrity Pact, if so indicated, in the TIS
- 3) in case of Class-II Local Suppliers and Non-Local Suppliers (as defined in Make-in-India policy) shall be subject to certain conditions as mentioned subsequent clauses.
- 4) In case of Bidders from specified countries having land borders with India (but not in development partnership with India) shall be subject to certain conditions as mentioned subsequent clauses.
- 5) In case of Class-I Local Suppliers; Micro and/ or Small Enterprises (MSEs); Start-ups and/ or any other category of Bidders as mentioned in the TIS/ ITB - Procuring Entity reserves its right to grant purchase preferences.

3.3 Ineligibility of bidders having conflict of interest

3.3.1 Conflict of Interest among Bidders/ Agents

Any participant in this Tender Process (bidder/ sub-contractor/ member of JV/C) having conflict of interest with other participants in this tender, which substantially affects fair competition, shall not be eligible to participate in this tender. All bids found to have a conflict of interest with other

bids shall be disqualified. A participant in this Tender Process shall be considered to have a conflict of interest with one or more participants in this Tender Process, if:

- 1) They have controlling partner (s) in common; or
- 2) They receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- 3) They have the same legal representative/ agent for purposes of this Bid; or
- 4) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder; or
- 5) they participate in more than one Bid in this tender process. Participation in any capacity by a Bidder (including participation of a Bidder as sub-contractor in another bid or vice-versa) in more than one Bid shall result in the disqualification of all bids in which the parties are involved. However, this does not limit the participation of a firm as a sub-contractor in more than one bid: or
- 6) a Bidder or any of its affiliates was associated as a consultant or in any other capacity in the preparation of the Detailed Project Report/ feasibility report or Terms of Reference (ToR) or Schedule of Requirements of the Service Assignment that is the subject of the Bid.

3.3.2 Conflict of Interest in case of Agents and Principal

Therefore, one agent cannot represent two Bidders or quote on their behalf in a Tender Process. Such bids shall be rejected. One Principal can also authorize only one agent. There can be only one Bid from:

- 1) The principal directly or through one Indian agent on his behalf
- 2) One Agent on behalf of only one Principal.

3.3.3 Conflict of Interest among associated businesses

- 1) In case of a holding company having more than one independent manufacturing units or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions shall apply to closely related sister companies.
- 2) Bidder's sister/ Associated/ Allied concern(s) participating or applying against the same tender, shall lead to disqualification of Bidders. Sister/ Associated/ Allied concern means a company, society, partnership firm or proprietorship firm having one or more common persons as Director/ Partner/ Member/ Owner.
- 3) Bidders should proactively declare in their bids (Form 1.2: Eligibility Declarations) such sister/ allied/ associated companies and holding/ common business ownership/ management in same/ similar line of business.

3.4 Eligibility Conditions for use of Agents by Foreign Principals

3.4.1 Foreign Principals utilizing services of Indian Agents

Wherever the foreign principal desires to avail the services of an Indian Agent, the dealings with Indian Agents are to be regulated as per government of India guidelines.

3.5 Eligibility of bidders from specified countries

Orders issued by the Government of India restricting procurement from bidders of certain countries which shares a land border with India shall apply to this procurement.

3.6 Support/ Preferential Treatment to Micro & Small Enterprises (MSEs):

3.6.1 Support to MSEs

Policies of the Government to support Micro and Small Industries (MSEs) in comparison to the large-scale Industries shall apply to this procurement and:

- a) Tender sets shall be provided free of cost to MSEs registered with agencies (as mentioned in clause 3.9.3 below, for the service tendered).
- b) MSEs registered with the agencies (as mentioned in clause 3.9.3 below, for the service tendered) shall be exempted from payment of Earnest Money.

3.6.2 Purchase Preference to MSEs

The Procuring Entity reserves its option to give price preference to Micro and Small Industries in comparison to the large-scale Industries as per policies of the Government from time to time:

- a) If a MSE bidder quotes a price within the band of the lowest (L-1) +15 per cent in a situation where the L-1 price is quoted by someone other than an MSE, the MSE bidders are eligible for being awarded 25 per cent of the total tendered value if they agree to match the L-1 price.
- b) In case of more than one such eligible MSE, the 25 per cent quantity is to be distributed proportionately among these bidders.
- c) Within this, a purchase preference of 4 per cent is reserved for MSEs owned by Scheduled Caste (SC)/ Scheduled Tribe (ST) entrepreneurs and 3 per cent is reserved for procurement from MSEs owned by women (if they participate in the tender process and match the L-1 price).
- d) Provided that, in event of failure of such SC/ ST or Women MSE to participate in tender process or meet tender requirements and L-1 price, 4 per cent sub-target shall be met from other MSE.

3.6.3 Registration of MSEs

MSEs, who are interested in availing such benefits, should:

- 1) enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below: -
 - a) District Industries Centers
 - b) Khadi and Village Industries Commission
 - c) Khadi and Village Industries Board
 - d) Coir Board
 - e) National Small Industries Corporation
 - f) Directorate of Handicraft and Handloom
 - g) Any other body specified by Ministry of MSME
- 2) MSEs shall be treated as owned by SC/ ST or women entrepreneurs:
 - a) In case of proprietary MSE, proprietor(s) shall be SC/ ST or women
 - b) In case of partnership MSE, the SC/ ST or women partners shall be holding at least 51% shares in the unit
 - c) In case of Private Limited Companies, at least 51% share shall be held by SC/ ST or women promoters.
- 3) The MSEs should also indicate the terminal validity date of their registration.

3.7 Support to Start-up Enterprises

3.7.1 Definition of Start-up Enterprises

As defined by DPIIT an entity shall be considered as a 'start-up':

- 1) Up to five years from the date of its incorporation/ registration,
- 2) If its turnover for any of the financial years has not exceeded Rs 25 (Rupees twenty-five) crore
- 3) It is working towards innovation, development, deployment or commercialization of new products, processes or services driven by technology or intellectual property.
- 4) Provided further that to obtain support a start-up so identified under the above definition shall be required to obtain and submit along with the tender, a certificate of an eligible business from the inter-Ministerial Board of Certification.

3.7.2 Support to Start-ups

Government of India has ordered following support to Start-ups (as defined by Department of Promotion of Industrial and Internal Trade (DPIIT):

- 1) **Exemption from submission of EMD:** Such Start-ups, shall be exempted from payment of Earnest Money.
- 2) **Relaxation in Prior Turnover and Experience:** The Procuring Entity reserves its right, to relax the condition of prior turnover and prior experience for such Start-up enterprises subject to meeting of quality & technical specifications. Decision of the Procuring Entity in this regard shall be final.

4. The Schedule of Requirements and Form of Contract

4.1 Eligible Services –Origin

Unless otherwise stipulated in NIT/ TIS, all 'Services' and related 'Goods and Works' to be delivered under the Contract shall have their origin in India or other countries and should conform to restrictions on certain countries with land-borders with India.

4.2 Quotation for All Schedules and all Services

Unless otherwise stipulated in TIS, Bidder should quote for all the schedules (and all the Services in a Schedule) in the Schedule of Requirement otherwise his bid would be rejected as unresponsive.

4.3 Contract Period

Unless otherwise stipulated in TIS, the Contract Period for which the Service shall be contracted shall be two years, unless sooner terminated as per provisions of GCC. In addition, at the option of the Procuring Entity, the Contract Period may be extended by one year.

5. Bid Prices, Taxes and Duties

5.1.1 Price Components

- 1) The quoted price shall be considered to include all relevant financial implications including inter-alia the nature of the Services to be delivered and the incidental goods/ works to be supplied, location of the bidder, site(s) of the delivery of Services, terms of delivery, extant rules and regulations about taxes, duties, customs, transportation, environment, labour of the bidder's country and in India.
- 2) All costs related to Personnel shall be based on the prevailing minimum wages and shall show applicable liabilities of EPF and ESI and Other statutory allowances. **Quotation of 'Nil' Service charge/ margin over such minimum wages cost of personnel shall be considered as unresponsive bids and would be rejected.**

5.2 Payments

5.2.1 General

Usual payment term is 100% on delivery and acceptance of Services at 'the Site' by the Procuring Entity and on production of all required documents by the agency. However, unless otherwise stipulated periodic "On Account" payments shall be made as per procedure laid down in GCC.

5.2.2 No Advance Payments

Unless otherwise stipulated in TIS no advance payment of any type (Mobilization, secured advances etc.), shall be made by the Procuring Entity to the agency. If so, provided the conditions for such advances shall be as per conditions in GCC. 12.4

6. Downloading the Tender Document; Corrigenda and Clarifications

6.1 Downloading the Tender Document

The Tender Document shall be published and be available for download as mentioned in TIS appended to NIT. The Bidders can obtain the Tender Document after the date and time of start of availability till the deadline of availability. If the office happens to be closed on the deadline of availability of the bids, the deadline shall not be extended.

6.2 Corrigenda/ Addenda to Tender Document

Before the deadline for submission of bids, the Procuring Entity may in its discretion, but without being under any obligation to do so, update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing corrigenda and addenda. The corrigenda and addenda shall be published in the same manner as the original Tender Document. It is responsibility of bidders to check the website(s) for any corrigenda/ addenda. Any corrigendum or addendum thus issued shall be considered a part of the Tender Document. To give reasonable time minimum 7 days to the prospective bidders to take a corrigendum/ addendum into account in preparing their bids, the Procuring Entity may extend as necessary the deadline for submission of bids.

6.3 Clarification on the Tender Document

A Bidder may seek any clarification of the Tender Document from Office/ Contact Person as mentioned in TIS appended to NIT, provided the clarifications are raised before the clarification end date mentioned in TIS (or if not mentioned, within 7 days prior to the deadline for submission of bids). The Procuring Entity shall respond within 5 working days of receipt of such a request for clarification. Any modification of the Tender Document which may become necessary because of the clarification shall be made by the Procuring Entity through the issue of an Addendum/ Corrigendum pursuant to Clause above.

7. Pre-bid Conference

- 1) In case Pre-bid conference is stipulated in the TIS appended to NIT, prospective bidders interested in participating in this tender may attend a Pre-bid conference for clarification on techno- commercial conditions of the Tenders, at the venue, date and time specified therein. Participation in the Pre-bid conference is restricted to prospective bidders who have downloaded the Tender Document.
- 2) Participation is not mandatory, however, in case a bidder chooses not to (or fails to) participate in the Pre-bid conference, it shall be assumed that they have no issues regarding the Techno-commercial specifications/ conditions.

- 3) The date and time by which the written queries for the Pre-bid should reach the authority and the last date for registration for participation in the Pre-bid conference is also mentioned in the TIS.
- 4) Pre-bid conference may also be held online at the discretion of the Procuring Entity.
- 5) After the Pre-bid conference, if required, a clarification letter and corrigendum to Tender Document (in accordance with clause 6.2 above) shall be issued.

8. Preparation of Bids

8.1 The Bid

8.1.1 Language of the Bid

Unless otherwise stipulated in the tender, the Bid submitted by the Bidder and all subsequent correspondence and documents relating to the Bid exchanged between the Bidder and the Procuring Entity, shall be written in the English or the Official Language. However, the language of any printed literature furnished by the Bidder in connection with its Bid may be written in any other language provided the same is accompanied by translation in the language of the Bid. For purposes of interpretation of the Bid, the English translation shall prevail.

8.1.2 Acquaintance with Local Conditions and Factors

It is imperative that each bidder at his own cost, responsibility, and risk, fully acquaints himself with all the local conditions and factors, which would have any effect on the price to be quoted by him or affecting performance/ completion of the Contract, in all respects inter alia including the legal, environmental, infrastructure, logistics, Site location, communications and any other conditions or factors. Bidders shall themselves be responsible for compliance with Rules, Regulations, Laws, and Acts in force from time to time at relevant places. On such matters, the Procuring Entity shall have no responsibility and shall not entertain any request from the bidders in these regards.

8.1.3 Cost of Bidding

The Bidder(s) shall bear all direct or consequential costs, losses and expenditure associated with or relating to the preparation, submission and subsequent processing of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations or presentations which may be required by the Procuring Entity, or any other costs incurred in connection with or relating to their Bids. All such costs, losses and expenses shall remain with the Bidder(s) and the Procuring Entity shall not be liable in any manner whatsoever for the same or for any other costs, losses and expenses incurred by a Bidder(s) in preparation or submission of the Bid, regardless of the conduct or outcome of the Tender process.

8.1.4 Interpretation of Provisions of the Tender Document

The provisions in the Tender Document, should be interpreted in the context in which these appear. Any interpretation of these provisions far removed from such context or any other contrived or between-the-lines interpretation is not acceptable.

8.2 Documents comprising the Bid:

Techno-commercial Bid/ Cover

"Technical Bid" shall include inter-alia the original or scanned copies of duly signed or digitally signed copies of the following documents. If so, specified in ITB, specified originals or self-certified

copies of originals shall also be required to be physically submitted as per instruction contained therein. No price details should be given or hinted in the Technical Bid:

- 1) Form 1: Bid Form (to serve as covering letter and declarations applicable for the Technical Bid):
 - a) Form 1.1: Bidder Information.
 - b) Form 1.2: Eligibility Declarations.
- 2) Form 2: Services and Activities Schedule
- 3) If stipulated in TIS, duly signed Form 3: Integrity Pact
- 4) Form 4: Qualification Criteria - Confirmations/ Deviations: Documentary evidence and following related forms needed to establish the Bidder's qualifications as specified in Section IV: Qualification Criteria. Beside the stipulated documents, other supporting documents, literature. Pamphlets may also be attached.
 - a) Form 4.1: Performance Statement
 - b) Form 4.2 Non-performance, Litigation Statement
 - c) Form 4.3 Financial Capability Statement
- 5) Checklist for the Bidders: The bidder should also submit the Checklist given in the Tender Document, to confirm that he has complied with all the instructions in the Tender Document, and nothing is inadvertently left out. This checklist is only for generic guidance and is not comprehensive and does not absolve the Bidder from complying with all the requirements stipulated elsewhere in the Tender Document.

8.3 Bid Validity

- 1) Unless specified to the contrary in the TIS, Bids shall remain valid for a period not less than 90 days from the deadline for Bid submission specified in TIS. A Bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 2) In case the day up to which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for the Procuring Entity, the Bid validity shall automatically deemed to be extended up to the next working day.
- 3) In exceptional circumstances, prior to expiry of the original time limit, the Procuring Entity may request the bidders to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or electronically. A bidder may agree to or reject the request. A bidder who has agreed to the Procuring Entity's request for extension of Bid validity, a matching extension of the period of EMD instrument shall also be done by the Bidder but in no case, he shall be permitted to modify his Bid.

8.4 Bid Security (EMD)

- 1) The Bidder shall furnish along with its Bid, earnest money for amount as indicated in the tender document. The earnest money is required to protect the Procuring Entity against the risk of the Bidder's unwarranted conduct as amplified under sub-clause (6) below.
- 2) In case of JV/C, normally Earnest Money Deposit (EMD) shall be submitted only in the name of the JV/C and not in the name of constituent member. However, in exceptional cases, EMD in the name of Lead Member can be accepted subject to submission of specific request letter from Lead Member stating the reasons for not submitting EMD in the name of JV/C and giving written confirmation from JV/C members to the effect that EMD submitted by the Lead Member may be deemed as EMD submitted by JV.
- 3) Following category of Bidders are exempted from payment of earnest money. In case the Bidder falls in these categories, it should furnish/ submit certified copy of its valid registration details:

- a) Bidders who are currently registered and, also, shall continue to remain registered during the Bid validity period as Micro & Small Enterprises (MSEs) with agencies mentioned in clause 3.8.3 above
- b) Start-ups as per definition of DPIIT, mentioned in clause 3.9.1 above
- c) Any other category of Bidders exempted from submission of EMD as mentioned in TIS.
- 4) Earnest money of a Bidder shall be forfeited, if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid in any respect within the period of validity of its Bid. The successful Bidder's earnest money shall be forfeited if it fails to furnish the required performance security within the specified period. In case of forfeiture of EMD, GST if applicable as per prevailing rate and shall be recovered from the bidder.
- 5) Unsuccessful Bidders' earnest monies shall be returned to them without any interest, after expiry of the Bid validity period, but not later than thirty days after conclusion of the resultant contract.
- 6) The Bid Security (EMD) of the successful bidder shall be discharged when the bidder has furnished the required Performance Security and signed the Agreement.

8.5 Non-compliance of these provisions

- 1) Interested Bidders before formulating the Bid and submitting the same to the Procuring Entity, should read and examine all the terms, conditions, instructions etc. contained in all the sections of the Tender Document. Failure to provide and/ or comply with the required information, instructions etc. incorporated in the Tender Document shall be liable to be ignored and rejected.
- 2) Any Bid, that does not fulfil any of the above stipulations and/ or gives evasive information/ reply against any such stipulations, shall be liable to be ignored and rejected. Bids submitted by any other means than that specified in TIS appended to NIT shall be ignored.

9. Signing and submission of Bids

9.1 Signing of Bid

The individual signing/ digitally signing the Bid or any other documents connected therewith should submit authenticated copy of the document(s) which authorizes the signatory to commit on behalf of the bidder, in this submission of Bid in Form 1.1: Bidder Information.

9.2 Submission of Bids

9.2.1 Submission

All documents should be physically submitted sealed in double cover before the specified deadline at the venue mentioned. Failure to do so, is likely to result in bid being rejected. In case of office being closed on the deadline for physical submission of originals, it shall stand extended to next working day at the same time and venue. The Procuring Entity reserves its right to call for verification originals of all such self-certified documents from the Bidders at any stage of evaluation, especially from the successful Bidder(s) before issue of Letter of Award.

9.2.2 Late Bids

The Bidder shall not be able to submit his Bid after expiry of the date and time of submission of Bid (server time). Therefore, in eProcurement, situation of Late Tender does not arise.

9.3 Withdrawal of Bids

- 1) Bidder may withdraw his bid before the deadline of Bid Submission, and it shall be marked as withdrawn.
- 2) No Bid should be withdrawn after the deadline for submission of Bid and before expiry of the Bid validity period. If a Bidder withdraws the Bid during this period, it shall result in forfeiture of the earnest money furnished by the Bidder in its Bid besides other sanctions by the Procuring Entity.

10. Evaluation of Bids and Award of Contract

10.1 General norms

10.1.1 Evaluation only based on declared criteria

Evaluation of bids shall be based only on the criteria/ conditions included in the Tender Document. No other criteria/ condition shall form the basis of this evaluation.

10.1.2 Infirmity/ Irregularity/ Non-Conformity - Substantive or Minor

- 1) If during evaluation, the Procuring Entity finds any infirmity/ irregularity/ non-conformity in any Bid, it shall be considered as a substantive deviation as per following norm and the rest shall be considered as Minor deviation.
 - a) which affects in any substantive way the scope, quality of the Services.
 - b) which limits in any substantive way, inconsistent with the Tender Document, the Procuring Entity's rights, or the Bidder's obligations under the Contract; or
 - c) Whose rectification would affect unfairly the competitive position of other Bidders presenting substantively responsive Bids.
- 2) Decision of the Procuring Entity shall be final in this regard. Bids with substantive deviations shall be considered as unresponsive and shall be rejected and not evaluated further.
- 3) Variations and deviations and other offered benefits which are more than the scope/ quantum of Services specified in the Tender Document shall not influence evaluation Bids. If the Bid is otherwise successful, such benefits shall be availed by the Procuring Entity and these would become part of the Contract.
- 4) The Procuring Entity reserves the right to accept or reject bids with any minor deviations. Wherever, necessary, the Procuring Entity shall convey its observation as per sub-clause below, on such 'minor' issues to the Bidder by registered/ speed post/ electronically etc. asking the Bidder to respond by a specified date. If the Bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that Bid shall be liable to be ignored.

10.1.3 Clarification of Bids and shortfall documents

- 1) During evaluation of Techno commercial or Financial Bids of bids, the Procuring Entity may, at its discretion, but without any obligation to do so, ask the bidder for clarification of its Bid by a specified date. The clarification should be answered by the bidder within that specified date (or if not specified 7 days from date of receipt of such request). The request for and the clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder.
- 2) The Procuring Entity reserves its right to, but without any obligation to do so, to seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the tender opening, and which have not undergone change since then and does not grant any undue advantage to any bidder. There, is a provision for requesting

Short-fall documents from the bidders. The system allows to take the shortfall documents from any bidders only once after the technical bid opening.

10.1.4 Contacting Procuring Entity during evaluation

From the time of submission of tender to the time of awarding the Contract, no Bidder shall contact the Procuring Entity on any matter relating to the submitted Bid. If a Bidder needs to contact the Procuring Entity for any reason relating to this tender and/ or its Bid, it should do so only in writing. Any effort by a Bidder to influence the Procuring Entity during processing of bids, evaluation, Bid comparison or award decisions shall be treated as Corrupt & Fraudulent Practices and shall result in the rejection of the Bidders' Bid.

10.1.5 Right to accept any Bid and to reject any or all Bids

The Procuring Entity reserves the right to accept or reject any or all Bid; cancel the Tender process and reinvite the Tender at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Procuring Entity's action.

10.2 Evaluation of Bids

10.2.1 Preliminary Examination of Bids - Determining Responsiveness

A substantively responsive Bid is one which is complete and conforms to essential and important terms, conditions, and requirements of the Tender Document, without substantive deviation or reservation or infirmity. Only substantively responsive bids shall be considered for further evaluation. If a Bid is not substantively responsive, it shall be considered as unresponsive, rejected, and not considered for further evaluation. Following are some of the important aspects, for which a Bid shall be declared unresponsive and ignored:

- 1) The Bid is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document.
- 2) Required EMD has not been provided, or exemption from EMD is claimed without acceptable proof of exemption.
- 3) The bidder is not eligible to participate in the bid as per laid down eligibility criteria.
- 4) The Services offered are not eligible as per provision of this tender.
- 5) The Bidder has quoted conditional bid or more than one bids or alternative bids unless this is specifically permitted in the TIS.
- 6) The tender validity is shorter than the required period.
- 7) The bid departs from the essential requirements specified in the bidding document.
- 8) Non submission or submission of illegible scanned copies of stipulated documents/ declarations shall render the Bid non-responsive. Also, in case discrepancies are observed between scanned submitted documents and the copies/ original documents submitted physically then the Bid shall be declared as unresponsive. In case it is determined to be violation of Procurement Code of Ethics, punitive actions shall also be taken as per that clause.

For Quality and Cost based Evaluation (QCBS), the following formula will be used for the evaluation of the bids. The scores will be calculated as:

Final Score = Commercial Score (CS) + TS

Technical Score (TS) = T × 0.8

T - The marks obtained by the bidder as per the technical evaluation.

The bidder achieving the highest overall score will be invited for negotiations for awarding the contract. In case of a tie where two or more bidders achieve the same highest overall score, the bidder with the higher technical score will be invited first for negotiations for awarding the contract. The Bank's decision to adhere to evaluation methodology will be final and binding and no claims whatsoever in this respect will be entertained. The Bank also reserves the right to re-issue / re-commence / cancel the Bid/ Annul the Bid process. Any decision in this regard by the Bank shall be final, conclusive, and binding on all the Bidders.

10.3 Techno-commercial Evaluation

In evaluation of the techno-commercial Bid, conformity to the eligibility/ qualification criteria and commercial conditions of the offered Services to those in the Tender Document is ascertained. Additional factors, if any, incorporated in the Tender Document may also be considered in the manner indicated therein.

10.3.1 Evaluation of eligibility

Procuring Entity shall determine, to its satisfaction, whether the Bidders are eligible, to participate in the Contract as per submission in Form 1.2: Eligibility Declarations. Tenders that do not meet the required eligibility criteria prescribed shall be treated as unresponsive and not considered further. Such determination shall be based upon scrutiny and examination of all relevant data and details submitted by the Bidder in its/ his Bid as well as such other allied information as deemed appropriate by Procuring Entity.

10.3.2 Evaluation of Qualification Criteria

Procuring Entity shall determine, to its satisfaction, whether the Bidders are qualified, and capable in all respects to perform the Contract satisfactorily as per submission in Form 4 and its sub-forms (4.1 to 4.3). Tenders that do not meet the required qualification criteria prescribed shall be treated as unresponsive and not considered further. This determination shall, inter-alia, consider the Bidder's Experience/ Past Performance; Performance and Financial Capabilities; for satisfying all Procuring Entity's requirements as incorporated in the Tender Document. Such determination shall be based upon scrutiny and examination of all relevant data and details submitted by the Bidder in its/ his Bid as well as such other allied information as deemed appropriate by Procuring Entity.

10.3.3 Declaration of Technically Suitable Bidders

Bidders / agency securing score of 70 marks and above shall be pre-qualified and those who score less than 70 marks will be rejected. The technical score finalized by the banks Committee will be final. No interim declaration of results of techno-commercial evaluation shall be done.

11. Award of Contract

11.1 Selection of Successful Bidder(s)

The Procuring Entity shall award the Contract to the Bidder(s) whose Bid(s) has been determined to be eligible and substantively responsive as per evaluation criteria detailed in the Tender Document.

11.2 Procuring Entity's Right to Vary Quantities at the Time of Award:

At the time of award of contract, the Procuring Entity reserves the right to increase or decrease the quantum of Services originally specified in Section V: Schedule of Requirements, provided

this increase/ decrease does not exceed 25 (twenty-five) per cent of tendered quantity (or any other percentage indicated in the clause GCC 7.4.2), and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.

11.3 Notification of Award

The Bidder, whose Bid has been accepted, shall be notified of award by the Procuring Entity prior to expiration of the Bid validity period by written or electronic means and confirmed by letter sent through post. This notification (hereinafter and in the Conditions of Contract called the "Notification of Award" - NoA) shall state the sum (hereinafter and in the Contract called the "Contract Price") that the Procuring Entity shall pay the Bidder in consideration of the delivery of the Services by the Contractor. The notification of award shall constitute legal formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of clause 12.4 below.

11.4 Verification of Original Documents

Along with NoA, before signing the Contract, the Procuring Entity shall ask the Bidder to submit for verification the originals of all such documents whose scanned copies were submitted on-line along with Technical Bid. The photocopies of such self-certified documents shall be verified and signed by the competent officer and shall be kept in the records as part of the Contract agreement. In case of Bidder's failure to provide such originals or in case of serious discrepancies in such documents, it shall be treated as breach of Contract and of Code of Integrity and it shall be lawful for the Procuring entity to avail all remedies under such provisions.

11.5 Performance Security

- 1) Within 30 days of receipt of the Notification of Award, performance Security @3 % of the Contract Price through Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks in acceptable form shall be submitted by the Contractor to the Procuring Entity with validity up to 60 days beyond the discharge of all obligations in the Contract by the Contractor including Service Warranty period, if any, of the delivered Services. It shall be returned/ refundable after satisfactory completion of all obligations under the Contract including Service warranty obligation, if any.
- 2) Failure to Submit Performance Security within time: In the event of the successful Bidder failing to comply with the provisions of this clause shall constitute a breach of contract resulting in annulment of the award, forfeiture of the Bid Security (EMD), and any other remedy available to the Procuring Entity under the Contract, including debarment of the Bidder from participation in its future procurements.
- 3) In the eventuality of failure on the part of the highest score bidder/successful bidder to produce the original documents, or submit the performance security, the next successful bidder shall be required to produce his original documents for consideration of his Bid. Otherwise, the tender shall be cancelled.

11.6 Signing of Contract

- 1) Within seven working days of receipt of performance security, the Procuring Entity shall send the Contract form (as per Contract Form along with Annexes) duly completed and signed, in duplicate, to the successful Bidder by registered/ speed post.
- 2) Within seven days from the date of issue of the Contract, the successful Bidder shall return the original copy of the Contract, duly signed, and dated, to the Procuring Entity by registered/ speed post.

11.7 Return of EMD

Upon furnishing of the Performance Security by the successful Bidder, the Procuring Entity shall promptly notify the other Bidders that their Bids have been unsuccessful. The earnest money of the successful Bidder and the unsuccessful Bidders shall be returned to them without any interest, whatsoever, in terms of ITB clause 8.4 above.

12. Grievance Redressal/ Complaint Procedure

- 1) The bidder has the right to submit a written and signed complaint or seek de-briefing regarding rejection of his Bid within 10 days of declaration of results of pre-qualification, technical or financial evaluation stages of Tender Process. The complaint shall be addressed to the Head of Procurement.
- 2) The Tender Inviting Officer shall, within 5 working days of receipt of the complaint, acknowledge the receipt in writing to the complainant indicating that it has been received and the response shall be sent in due course after detailed examination.
- 3) The Tender Inviting Officer shall convey the final decision to the complainant within 15 days of receiving the complaint. No response shall be given regarding the confidential process of evaluation of bids and award of contract, before the award is notified, although the complaint shall be kept in view during such process. However, no response shall be given regarding following topics explicitly excluded from such complaint process:
 - a) Only a bidder who has participated in the concerned Tender Process i.e., pre-qualification, bidder registration or bidding, as the case may be, can make such representation
 - b) Only a directly affected bidder can represent in this regard.
 - (i) In case pre-qualification bid has been evaluated before the bidding of Technical/ financial bids, an application for review in relation to the technical/ financial bid may be filed only by a bidder has qualified in pre-qualification bid.
 - (ii) In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable
 - c) Following decisions of the Procuring Entity shall not be subject to review:
 - (i) Determination of the need for procurement.
 - (ii) Complaints against performance standards except under the premise that they are either vague or too specific to limit competition shall not be permissible.
 - (iii) Selection of the mode of procurement or bidding system.
 - (iv) Choice of selection procedure.
 - (v) Provisions limiting participation of bidders in the Tender Process, in terms of policies of the Government.
 - (vi) Provisions regarding purchase preferences to certain categories of bidders in terms of policies of the Government
 - (vii) The decision to enter negotiations with the L-1 bidder; and
 - (viii) Cancellation of the Tender Process except where it is intended to subsequently re-tender the same Services.

13. Code of Integrity in Public Procurement and Serious Misdemeanors:

Procuring authorities as well as bidders, suppliers, contractors, and consultants - should observe the highest standard of ethics and should not indulge in prohibited practices or other serious misdemeanors, either directly or indirectly, at any stage during the Tender Process or during

execution of resultant contracts. In this regard the clause 15 of the GCC shall apply mutatis mutandis during the pre-award tender process including the penalties prescribed therein.

SECTION III: GENERAL CONDITIONS OF CONTRACT (GCC)

1. General

1.1 Defined Terms

Unless the context otherwise requires, following terms (hereinafter referred as “the Defined Terms” shall have the meaning as assigned below and such terms shall be hereinafter referred as capitalized word i.e., the Contractor shall refer to the Defined Term “Contractor” in the context of this Contract and contractor shall refer to dictionary meaning of the word:

- 1) “Agent” is a person employed to do any act for another, or to represent another in dealings with third person. In the context of public procurement, an Agent is a representative participating in the Tender Process for and on behalf of its principals.
- 2) “Beneficiary” (of Services/ Works) means the person for whom the Services/ Works are to be delivered as specified in the Contract.
- 3) “Bid” (including the term ‘tender’, ‘offer’, ‘quotation’ or ‘proposal’ in certain contexts) means an offer to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such offers.
- 4) “Bidder” (including the term ‘bidder’, ‘consultant’ or ‘service provider’ in certain contexts) means any eligible person or firm or company, including a Joint Venture or consortium (that is an association of several persons, or firms or companies), participating in a tender process with a Procuring Entity.
- 5) “Contract” means the letter or memorandum communicating to the Contractor the acceptance of his Bid and includes Notification of Award; General Conditions of Contract, Special, and the other conditions and formal Agreement document including its Annexes, if executed.
- 6) “Contractor” or “Supplier” means the individual or the firm supplying the goods and services. The term includes his employees, agents, successors, authorized dealers, and distributors. Other homologous terms are Vendor, Firm, Manufacturer, OEM, Bidder etc.
- 7) “Day” means calendar day.
- 8) “Drawing” means the drawing or drawings specified in or annexed to the Specifications or the Tender Document/ Contract.
- 9) “Equipment” means the Contractor's machinery and vehicles brought temporarily to the Site to for performance of Service.
- 10) “General Conditions” means the General Conditions of Contract, also referred to as GCC.
- 11) “Goods” (including the term ‘Services’, ‘Material(s)’ in certain contexts) includes all articles, material, commodity, livestock, medicines, furniture, fixtures, raw material, consumables, spare parts, instruments, machinery, equipment, industrial plant, vehicles, aircrafts, ships, Procuring Entity rolling stock assemblies, sub-assemblies, accessories, a group of machines comprising an integrated production process or such other categories of goods or intangible, products like technology transfer, licenses, patents or other intellectual properties (but excludes books, publications, periodicals, etc., for a library), procured or otherwise acquired by a Procuring Entity. Procurement of goods may include certain small work or some services, which are incidental or consequential to the supply of such goods, such as transportation, insurance, installation, commissioning, training, and maintenance.
- 12) “Government” means the Central Government or a State Government as the case may be.
- 13) “Inspection” means Activities such as measuring, examining, testing, analyzing, gauging one or more characteristics of the product or service, and comparing the same with the specified requirement to determine conformity.
- 14) “Joint Venture” means a Joint Venture or a Consortium (that is an association of several persons, or firms or companies - also referred as JV/C)

- 15) "Materials" means all supplies, including consumables, used by the Contractor for performance of Service or for use by his staff.
- 16) "Outsourcing of Services" means deployment of outside agencies on a sustained long term (for one year or more) for performance of other services which were traditionally being done in-house by the employees of Ministries/Departments (e.g., Security Services, Horticultural Services, Janitor/Cooking/Catering/Management Services for Hostels and Guest Houses, Cleaning/Housekeeping Services, Errand/Messenger Services and so forth). Besides outsourcing, other services also include procurement of short-term standalone services.
- 17) "Parties": The parties to the Contract are the "Contractor" and the "Procuring Entity", as defined in this Clause.
- 18) "Performance Security" means monetary guarantee to be furnished by the successful Bidder in the form prescribed for due performance of the Contract placed on it. Performance Security is also known as Security Deposit or Performance Bank Guarantee.
- 19) "Procurement" or "public procurement" (or 'Purchase', or 'Government Procurement/ Purchase' in certain contacts) means acquisition by way of purchase, lease, license or otherwise, either using public funds or any other source of funds (e.g. grant, loans, gifts, private investment etc.) of goods, works or services or any combination thereof, including award of Public Private Partnership projects, by a Procuring Entity, whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition of goods, works or services without consideration, and the term "procure" or "procured" shall be construed accordingly;
- 20) "Procuring Entity" means the Bank procuring Goods, Works, or Services as incorporated in the Tender Document.
- 21) "Contract Manager" means the officer who has been assigned the authority to execute the relevant Contract on behalf of the Procuring Entity.
- 22) "Procurement Process" means the process of procurement extending from the assessment of need; issue of invitation to pre-qualify or to register or to bid, the award of the procurement contract; execution of contract till closure of the Contract.
- 23) "Scheduled Commercial Bank" means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934.
- 24) "Service(s)" (including the term 'Non-consultancy services' or 'Outsourcing of Services' in certain contexts) are defined by exclusion as services that cannot be classified as Consultancy Services. Services involve routine repetitive physical or procedural non-intellectual outcomes for which quantum and performance standards can be tangibly identified and consistently applied and are bid and contracted on such basis but does not include appointment of an Individual made under any law, rules, regulations, or order issued in this behalf. It may include small works, supply of goods or consultancy service, which are incidental or consequential to such services. Other services may include housekeeping, training, transport services; logistics; clearing and Forwarding; courier services; upkeep and maintenance of office/buildings/Estates (other than CVI & Electrical Works etc.); drilling, aerial photography, satellite imagery, mapping, and similar operations etc.
- 25) "Site of Delivery" means the lands, spaces, and other places on, under, in or through which the services are to be carried out and any other lands or places provided by the Procuring Entity for the purpose of the Contract.
- 26) "Specification" or "Technical Specification" means the drawing/ document/ standard that prescribes the requirement to which product or service has to conform.
- 27) "Signed" includes digitally signed and or stamped, except in the case of an acceptance of Bid or any amendment thereof.
- 28) "Sub-Contractor" means is a person or corporate body who has a Contract with the Contractor to carry out a part of the construction work and/ or routine maintenance in the Contract, which includes work on the Site.

- 29) "Temporary Works" means works designed, constructed, installed, and removed by the Contractor that are needed during the performance of Services.
- 30) "Variation" means an instruction given by the Contract manager, which varies the scope, quantum or performance standards of the Service performed.
- 31) "Tender"; "Tender Document"; "Tender Enquiry" or "Tender Process": Tender Document means the document (including all its sections, Forms, and formats etc.) published by the Procuring Entity to invite bids in a Tender Process, which is the whole process from publishing of the Tender Document till the resultant award of the Contract. Both the Tender Document, as well as Tender Process may be generically referred as "Tender" or 'Tender Enquiry' which would be clear from context without ambiguity.

2. Contract

2.1 Interpretation and General Matters

2.1.1 General Interpretations

Except where the context requires otherwise, throughout this Contract:

- 1) The headings are for reference only and shall not limit, alter, or affect the interpretations in the Contract.
- 2) Writing or Written includes matter either in whole or in part, in electronic communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication.
- 3) Words in the singular include the plural and vice-versa.
- 4) Words importing the masculine gender shall be taken to include other genders and words importing persons shall include any company or association or body of Individuals, whether incorporated or not
- 5) Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended) as the case may be.

2.1.2 The Entire Agreement

This Contract constitutes the entire agreement between the Procuring Entity and the Contractor and supersedes all communications, negotiations, and agreements (whether written or oral) of the Parties made prior to the date of this Contract. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth in this Contract.

2.1.3 Severability

If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract

2.2 Language of Contract

The Contract shall be written in English language or the Official Language. All correspondence and other documents pertaining to the Contract, which the parties exchange, shall also be written accordingly in that language. For purposes of interpretation of the Contract, the English translation shall prevail.

2.3 Modification/ Amendment, Waivers and Forbearances

- 1) No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. In the event of any of the provisions of the Contract requiring to be modified after the Contract documents have been signed, the modifications shall be made in writing and signed by the Procuring Entity and the Contractor, and no service shall proceed under such modifications until this has been done. Requests for changes and modifications may be submitted in writing by the Contractor to the Procuring Entity. The Procuring Entity at any time during the currency of the Contract, may suo-moto or on request from the Contractor, by a written order, amend the Contract by making alterations and modifications within the general scope of Contract.
- 2) If the Contractor does not agree to the suo-moto amendment/ modification made by the Procuring Entity, the Contractor shall convey its views to the Procuring Entity within twenty-one days from the date of the Contractor's receipt of the Procuring Entity's amendment/ modification of the Contract. Otherwise, it shall be assumed that the Contractor has consented to the amendment.
- 3) Any verbal or written arrangement abandoning, modifying, extending, reducing, or supplementing the Contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Procuring Entity unless and until the same is incorporated in a formal instrument and signed by the Procuring Entity and the Contractor, and till then the Procuring Entity shall have the right to repudiate such arrangements.

2.3.1 Waivers and Forbearance

- 1) The following shall apply with respect to any waivers, forbearance, or similar action taken under this Contract:
 - a) Any waiver of a Procuring Entity's rights, powers, or remedies under this Contract should be in writing, dated, and signed by an authorized representative of the Procuring Entity granting such waiver, and should specify the terms under which the waiver is being granted.
 - b) No relaxation, forbearance, delay, or indulgence by Procuring Entity in enforcing any of the terms and conditions of this Contract or granting of extension of time by Procuring Entity to the Contractor shall, in any way whatsoever, prejudice, affect, or restrict the rights of Procuring Entity under this Contract, neither shall any waiver by Procuring Entity of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

2.4 Documents and Precedencies Thereof

Besides GCC, following conditions and documents in that order of priority shall also be considered integral part of the Contract, irrespective of the fact these are not attached to the Contract document. Any generic reference to 'Contract' shall imply reference to all these documents as well:

- a) Valid and authorized Amendments issued to the Contract
- b) the Agreement consisting of the initial paragraphs, recitals other clauses set forth immediately prior to the GCC and including the Annexes thereto and signatures of Parties to the Contract
- c) the Notification of Award
- d) and Annexes to this Contract
 - (i) Annexe 1 to Contract: Description of Services.
 - (ii) Annexe 1-A to Contract: Personnel Deployment Plan.
 - (iii) Annexe 1-B to Contract: Equipment Deployment Plan.
 - (iv) Annexe 1-C to Contract: Material Deployment Plan; and
- e) the GCC to this Contract

- f) the Contractor's Bid
- g) Integrity Pact if any signed in terms of the Tender Document

2.5 Separate Contracts in Connection with Services

The Procuring Entity shall have the right to let other contracts related to or linked with the Services. The Contractor shall afford other Contractors reasonable opportunity for the storage of their materials and the execution of their works/ services and shall properly connect and coordinate his Services with theirs. If any part of the Contractors 'Services' depends for proper execution or result upon the works/ services of another contractor(s), the Contractor shall inspect and promptly report to the Contract Manager about any defects in such works/ services that render it unsuitable for such proper execution and results of his Services. The Contractor's failure so to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the performance of Contractor's services, except as to defects which may develop in the other contractor's work after the provision of such Services.

3. Governing Laws and Jurisdiction

3.1 Governing Laws and Jurisdiction

- 1) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.
- 2) Irrespective of the place of delivery, or the place of performance or the place of payments under the Contract, the Contract shall be deemed to have been made at the place from which the Notification of Award has been issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out of or in respect of the Contract.
- 3) Following Laws of the country shall also be applicable and shall be considered as part of the Contract:
 - a) Indian Contracts Act, 1872
 - b) Arbitration and Conciliation Act, 1996 and its amendment acts of 2015 and 2019
 - c) Competition Act, 2002 as amended by Competition (Amendment Act), 2007

3.2 Labour Laws and Related Obligations

3.2.1 Independent Contractor

The status of the Contractor shall be that of an independent contractor and Primary Employer of staff deployed during the Contract by him or his sub-contractors or other associates. The Contractor, its employees, agents, and any subcontractors performing under this Contract are not employees or agents of the Procuring Entity or Central or State Government or their agencies/ Enterprises, simply by virtue of Services delivered pursuant to this Contract.

3.2.2 Obligations of the Contractor under Labour Laws and Regulations

- 1) The contractor shall be solely and independently responsible for ensuring compliance by himself and his Sub-contractors and associates with all the legal obligations related to the Labour Laws and Regulations. Contractor is himself responsible for ascertaining various law and regulations applicable in delivery of Services. However, an indicative, without being comprehensive list is as under:
 - a) Apprentices Act, 1961
 - b) Child Labour Act, 1986
 - c) Contractor Labour (Regulation and Abolition) Act, 1970
 - d) Employees' Pension Scheme, 1995
 - e) Employees' State Insurance Act, 1948

- f) Enforcement of Employment of Manual Scavengers and construction of Dry Latrines (Prohibitions) Act, 1993
 - g) Equal Remuneration Act, 1976
 - h) Factories Act, 1948
 - i) Industrial Disputes Act, 1947
 - j) Industrial Employment (Standing Orders) Act, 1946
 - k) Maternity Benefit Act, 1961
 - l) Minimum Wages Act, 1948
 - m) Payment of Bonus Act, 1965
 - n) Payment of Gratuity Act, 1972
 - o) Payment of Wages Act, 1936
 - p) Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952
 - q) Safai Karamcharis Act, 1993
 - r) Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013
 - s) The Workman's Compensation Act, 1923
 - t) Trade Unions Act, 1926
- 2) Provisions of these laws are not being reproduced here since the Contractor is solely responsible for ascertaining such provisions and complying with them. He shall be solely responsible for submitting all the necessary returns under such provision. Nevertheless, the Contractor shall submit monthly returns to the Procuring Entity to give evidence of compliance with such laws and regulations. Failure to do so shall entitle Procuring Entity to take any measure to ensure the compliance to such laws and regulations by the Contractor and his associates including, but not limited to, withholding contractor's on-account bills.
- 3) The Procuring Entity shall without any commitments or being obliged to do, may its discretion, monitor that the Contractor shall pay the wages to their workers not below the rate of minimum wages, as notified by the State Government or Central Government, whichever is higher, through the bank transfer. The Contractor shall be required to submit every month, documentary evidence in the form of Bank Statement of having transferred the gross minimum wages to each of the workers. Failure to do so will entail in Procuring Entity taking up any measure to ensure the payment of wages including, but not limited to, withholding contractor's on-account bills.

3.2.3 Obligation of Contractor to ensure awareness of Labour Laws

- 1) The Contractor has to mandatorily provide a comprehensive day-long training carried out by a certified Third-Party agency for the awareness of labour laws, grievance redressal mechanism and other provisions applicable to his and his Sub-contractor's staff, workers, labour employed by him directly or indirectly in delivery of service to the Procuring Entity. The Contractor should submit relevant documentary proof to Procuring Entity of having conducted such a training to all workers.
- 2) The Contractor should provide a comprehensive booklet (that is approved by Procuring Entity) containing all the relevant updated labour legislations, rules, and other applicable provisions, to every worker at the outset of the Contract in the local vernacular language.
- 3) Procuring Entity, without any commitments or being obliged to do, may its discretion, provide following facilities for Contract Labour working on this Contract:
 - a) Helpline for complaints from labour regarding payment of wages, work site facilities, sexual harassment etc.
 - b) Provision for recording anonymous complaints from workers, citizens etc. regarding violation of labour laws by Contractor

3.3 Changes in Laws and Regulations

If after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bye law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the Contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

4. Communications

4.1 Communications

- 1) All communications under the Contract shall be served by the parties on each other in writing, in the language of the Contract and served in a manner customary and acceptable in business and commercial transactions.
- 2) The effective date of such communications shall be either the date when delivered to the recipient or the effective date specifically mentioned in the communication, whichever is later.
- 3) No communication shall amount to amendment of the terms and conditions of the Contract, except a formal letter of amendment of Contract, so designated.
- 4) Such communications would be either an instruction, a notification, an acceptance or a certificate from the Procuring Entity or it would be a submission or a notification from the Contractor. A notification or certificate which the Contract requires should be communicated separately from other communications.
- 5) The Contract Manager shall direct the order in which the several components of the Services shall be provided, and the Contractor shall execute without delay all orders given by the Contract Manager from time to time; but the Contractor shall not be relieved thereby from responsibility for the due performance of the Services in all respects.

4.2 Person signing the Communications

For all purposes of the Contract, including arbitration thereunder all communications to other party shall be signed by:

- (a) In case of the Contractor, the person who has signed the Contract on his behalf. A person signing communication in respect of the Contract on purported to be or to be on behalf of the Contractor, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the Contractor. If it is discovered at any time, that the person so signing has no authority to do so, the Procuring Entity may, without prejudice to any other right or remedy, terminate the Contract for default in terms of clause 14.1 below and avail all the remedies available therein and hold such person personally liable to the Procuring Entity for all costs and damages arising from such remedies for termination of the Contract.

4.3 Address of the parties for sending communications by the other party

For all purposes of the Contract, including arbitration thereunder the address of parties to which all communications and notices shall be addressed by the other party shall be:

- a) The address of the Contractor mentioned in the Contract, unless the Contractor has notified change by a separate letter containing no other communication and sent by any means of acknowledged receipt to the Procuring Entity. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid, and

- b) The address of the Procuring Entity shall be the address mentioned in the Contract. Contractor shall also send additional copies to officers of the Procuring Entity presently dealing with the Contract.
- c) In case of the Procuring Entity copies of communications shall be marked to the Contract Manager and the Procuring Entity's officer signing the Contract, Beneficiaries of Services and the Paying Authorities mentioned in the Contract. Before the start of the Contract the Procuring Entity and the Contractor shall notify each other if additional copies of communications are to be addressed to additional addresses.

5. Contractor's Obligations and restrictions on its Rights

5.1 Changes in Contractor's business

5.1.1 Changes in a Firm

No changes in the constitution of Contractor's Firm/ Entity/ JV/ Consortium shall be permitted during the execution of the Contract. The Contractor should proactively keep the Procuring Entity informed of such changes.

Where the Contractor is a partnership firm,

- a) a new partner shall not be introduced in the firm except with the previous consent in writing of the Procuring Entity, which shall be granted only upon execution of a written undertaking by the new partner to perform the Contract and accept all liabilities incurred by the firm under the Contract prior to the date of such undertaking.
- b) On the death or retirement of any partner' of the Contractor firm before complete performance of the Contract, the Procuring Entity may, at his option terminate the Contract for default in accordance with clause 14.1 and avail any or all remedies thereunder.
- c) If the Contract is not terminated as provided in Sub-clause (2) above notwithstanding the retirement of a partner from the firm that partner shall continue to be liable under the Contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Procuring Entity by registered post acknowledgement due.

5.1.2 Changes in constitution/ financial stakes/ responsibilities in JV/C:

- a) In case of JV/C, change in constitution or percentage participation shall not be permitted at any stage after their submission of bid and signing of Contract as the case may be.
- b) Any abrogation /subsequent re-assignment of any responsibility by any substantive/non-substantive member of JV/C in favour of other JV/C member or any change in constitution of members of JV/C (without written approval of Procuring Entity) from the one given in JV/C agreement/MOU at tender stage, will be treated, as
 - (i) Having renegaded from its bid within its validity if this happens before award of contract and shall be liable to penalties as per clause 8.4 of Instructions to Bidders (ITB).
 - (ii) As a 'breach of contract condition' and/or 'fraudulent practice' if this happens after the award of contract. The Procuring Entity in such cases, may in its sole discretion act under GCC against any member(s) for failure in Bidder's obligation and further declare member(s) of JV/Cas ineligible for award of any tender or take action to terminate the Contract in part or whole under clause 14.1 of GCC as the situation may demand and recover the cost/damages as provided in contract.

5.2 Obligation to Maintain Eligibility and Qualifications

The Contract has been awarded to the Contractor based on certain eligibility and qualification criteria. The Contractor is contractually bound to maintain such eligibility and qualifications. Any change which would affect Contractor's eligibility or qualification to receive this Contract should be pro-actively brought to the notice of the Procuring Entity, within 7 days of it coming to Contractor's knowledge, otherwise it would amount to breach of contract and violation of Code of Integrity. These changes include but not restricted to:

- 1) Change regarding declarations made by it in its Bid including but not restricted to:
 - a) its ownership and incorporation pattern
 - b) its status as a going concern – insolvency, bankruptcy, receivership
 - c) Suspension of its business or commercial Activities for any reason including a legal proceeding
 - d) Its (including their members or affiliates or subsidiaries – including subcontractors or Contractors for any part of the Contract) being declared ineligible or debarred for corrupt and fraudulent practices or for any other misdemeanor by Government or Public Entity
 - e) Its proprietor, employee, partner or representative, directors and officers being convicted of any offence by a court involving moral turpitude in business dealings
 - f) A conflict of interest as defined in the Tender Document, having developed/ discovered between staff of the Procuring Entity and staff/ representatives of the Service Provider or its Agents, involved in the Procurement process.
 - g) Change in its declared status under the following
 - (i) restriction on entities from countries with land-borders with India,
 - (ii) MSE and Start-up
- 2) Change in its qualification criteria submitted in its Bid – Experience; Past Performance; Non-performing Contracts/ Litigation; Performance Capability; Key Personnel; Critical Equipment; Financial Capability etc.

5.3 Restriction on Potential Conflict of Interests

- 1) During the term of this Contract and after its termination, the Contractor, and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the subject Service of this Contract and any continuation thereof) for any project resulting from or closely related to the subject Services of this Contract.
- 2) Neither the Contractor nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following Activities:
 - a) during the term of this Contract, any business or professional Activities in the India which would conflict with the Activities assigned to them under this Contract.

5.4 Consequence of breach by Constituents of a Contractor

5.4.1 In case of Partnership Firm

Should a partner in the Contractor firm commit a default or breach of clause 5.1, it shall be lawful for the Procuring Entity to terminate the Contract for default as per clause 14.1 and avail any or all remedies available to thereunder.

5.4.2 In case of Joint Venture/ Consortium

In the event of default or breach of clause 5.1 above by any member, in the execution of his part of Contract, the Procuring Entity shall be so notified within 30 days by the Lead Member, or in the

case of the Lead Member being the defaulter, by the member nominated as Lead Member of the remaining Joint Venture. The Lead Member shall, within 60 days of the said notice, assign the work of the defaulting member to any other equally competent party acceptable to the Procuring Entity to ensure the execution of that part of the Contract, as envisaged at the time of bid. Failure to comply with the above provisions or if the Lead Member himself defaults, it shall be lawful for the Procuring Entity to terminate the Contract for default as per clause 14.1 and avail any or all remedies available to thereunder.

5.4.3 Decision of the Procuring Entity Shall be Final

The decision of the Procuring Entity as to any matter or thing concerning or arising out of this clause or on any question whether the Contractor or any partner of the Contractor firm or member of JV/C has committed a default or breach of any of the conditions in this clause shall be final and binding on the Contractor.

5.5 Assignment and Sub-contracting

5.5.1 Subletting and Assignment

- 1) the Contractor shall not, save with the previous consent in writing of the Procuring Entity, sublet, transfer, or assign the Contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.
- 2) the Contractor shall notify the Procuring Entity in writing of all subcontracts awarded under the Contract if not already specified in its Bid. Such notification, in its original Bid or later, shall not relieve the Contractor from any of its liability or obligation under the terms and conditions of the Contract. Subcontract shall be only for bought out services and incidental goods/ works. Subcontracts should comply with and should not circumvent Contractor's compliance with its obligations under this clause 5 of Instruction to Bidders (ITB).
- 3) If the Contractor's subletting or assigning this Contract or any part thereof without such permission, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as breach of contract as per clause 14.1 and avail any or all remedies there under.

5.6 Obligation to Indemnify Procuring Entity

5.6.1 For breach of Patents etc.

- 1) the Contractor shall indemnify and hold harmless, free of costs, the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Services provided by the Contractor under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the Contract arising out of or in connection with:
 - a) any design, data, drawing, specification, or other documents or Services provided or designed for or on behalf of the Procuring Entity
 - b) The sale by the Procuring Entity in any country of the services/ products produced by the Services delivered by the Contractor, and.
 - c) The delivery of the Services by the Contractor or the use of the Services at the Procuring Entity's Site
- 2) Such indemnity shall not cover any use of the Services or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any

infringement resulting from the use of the Services or any part thereof, or any service/ products produced thereby in association or combination with any other service, equipment, plant, or materials not delivered by the Contractor.

- 3) If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred above, the Procuring Entity shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim, keeping the Procuring Entity informed.
- 4) If the Contractor fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf at the risk and cost to the Contractor.
- 5) The Procuring Entity shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.

5.6.2 For Losses and Damages Caused by Contractor

- 1) The Contractor shall indemnify and save harmless the Procuring Entity, from and against, all actions, suit proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Procuring Entity by reason of any act or omission or default or negligence or trespass of the Contractor, his agents, or employees although all reasonable and proper precautions may have been taken, in the execution of the Services wherever applicable. The Contractor shall make good at his own expense all resulting losses and/ or damages to:
 - a) the Services themselves or
 - b) any other property of the Procuring Entity or
 - c) the lives, persons, or property of others
- 2) In case the Procuring Entity shall be called upon to make good such costs, loss, or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Procuring Entity may incur in reference thereto, shall be charged to the Contractor. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether any damage shall have been sustained.
- 3) The Procuring Entity shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defense or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.

5.7 Confidentiality, Secrecy and IPR Rights

5.7.1 IPR Rights

All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the Contractor under this Contract shall become and remain the property of the Procuring Entity and subject to laws of copyright and should not be shared with

third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent. The Contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.

5.7.2 Confidentiality

- 1) All documents, drawings, samples, data, or other information furnished by or on behalf of the Procuring Entity to the Contractor, in connection with the Contract and the Tender Document, whether such information has been furnished prior to, during or following completion or termination of the Contract, are confidential and shall remain the property of the Procuring Entity and shall not, without the prior written consent of Procuring Entity neither be divulged by the Contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other work and services required for the performance of this Contract.
- 2) The obligation of the Contractor under this Clause, however, shall not apply to information that:
 - a) now or hereafter enters the public domain through no fault of Contractor.
 - b) can be proven to have been possessed by Contractor at the time of disclosure and which information was not previously obtained, directly or indirectly, from the Procuring Entity.
 - c) otherwise lawfully becomes available to Contractor from a third party that has no obligation of confidentiality; or
 - d) is required to be shared to comply with applicable law.

5.7.3 Restrictions on the Contractor

- 1) the Contractor shall not, without the Procuring Entity's prior written consent, make use of information mentioned above except for the sole purpose of performing this Contract.
- 2) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the Contractor prior to the date of the Contract in respect of the Contract/ the Tender Document or any part thereof.
- 3) The provisions of this clause shall survive completion or termination for whatever reason, of the Contract.

5.7.4 Protection and Security of Personal Data

- 1) Where the Contractor is processing Personal Data, as a Data Processor or otherwise for the Procuring Entity, the Contractor shall:
 - a) Process the Personal Data only in accordance with instructions from Procuring Entity (which may be specific instructions or instructions of a general nature) as set out in this Contract or as otherwise notified by Procuring Entity.
 - b) Comply with all applicable laws.
 - c) Process the Personal Data only to the extent; and in such manner as is necessary for the provision of the Contractor's obligations under this Contract or as is required by Law or any Regulatory Body.
 - d) Implement appropriate technical and organizational measures to protect the Personal Data against unauthorized or unlawful Processing and against accidental loss, destruction, damage, alteration, or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful Processing, accidental loss, destruction, or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected.
 - e) Take reasonable steps to ensure the reliability of its staff and agents who may have access to the Personal Data.

- f) Obtain prior written consent from the Authority to transfer the Personal Data to any sub-contractor for the provision of the Services.
 - g) Not cause or permit the Personal Data to be transferred, stored, accessed, viewed, or processed outside of India without the prior written consent of the Procuring Entity
 - h) Ensure that all staff and agents required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause
 - i) Ensure that none of the staff and agents publish disclose or divulge any of the Personal Data to any third parties unless directed in writing to do so by the Procuring Entity
 - j) Not disclose Personal Data to any third parties in any circumstances other than with the written consent of the Procuring Entity or in compliance with a legal obligation imposed upon the Procuring Entity; and
- 2) Notify the Procuring Entity (within five Working Days) if it receives.
 - a) a request from an employee of Procuring Entity to have access to his or other employees' Personal Data; or
 - b) a complaint or request relating to the Procuring Entity' obligations under the law.
 - 3) The provision of this clause shall apply during the Contract Period and indefinitely after its expiry.

5.7.5 Penalties for violation

Any breach of the aforesaid conditions shall entitle the Procuring Entity to treat it as breach of contract as per Clause 14.1 and avail any or all remedies thereunder.

5.8 Performance Bond/ Security

- 1) Within fourteen days after the issue of notification of award by the Procuring Entity, the Contractor shall furnish performance security to the Procuring Entity for an amount mentioned in the Contract (and if not mentioned equal to 10% (Ten per cent) of the total value of the Contract), valid up to sixty days after the date of completion of all contractual obligations by the Contractor, including the Service Warranty obligations, if any.
- 2) The Performance security shall be denominated in Indian Rupees or in the currency of the Contract and shall be in one of the following forms:
 - a) Account Payee Demand Draft or Fixed Deposit Receipt drawn on any commercial bank in India, in favour of the Procuring Entity.
 - b) Bank Guarantee issued by a commercial bank in India.
- 3) If the Contractor, having been called upon by the Procuring Entity to furnish security, fails to make and/ or maintain a performance security within the specified period, it shall be lawful for the Procuring Entity:
 - (a) To recover from the Contractor the amount of such security deposit by deducting the amount from the pending bills of the Contractor under the Contract or any other contract with the Procuring Entity or the Government or any person contracting through the Procuring Entity or otherwise howsoever, or
 - (b) To treat it as breach of contract as per Clause 14.1 and avail any or all remedies thereunder.
- 4) In the event of any amendment issued to the Contract, the Contractor shall, within fourteen days of issue of the amendment, furnish suitably amended value and validity of the Performance Security in terms of the amended Contract.
- 5) The Procuring Entity shall be entitled, and it shall be lawful on his part,

- (a) To deduct from the performance securities or to forfeit the said security in whole or in part in the event of:
 - (i) any default, or failure or neglect on the part of the Contractor in the fulfilment or performance in all respect of the Contract under reference or any other contract with the Procuring Entity or any part thereof
 - (ii) for any loss or damage recoverable from the Contractor which the Procuring Entity may suffer or be put to for reasons of or due to above defaults/ failures/ neglect
- (b) and in either of the events aforesaid to call upon the Contractor to maintain the said performance security at its original limit by making further deposits, provided further that the Procuring Entity shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time thereafter may become due for similar reasons.
- 6) Subject to sub-clause above, the Procuring Entity shall release the performance security without any interest to the Contractor on completion of the Contractor's all contractual obligations including the Service Warranty obligations, if any.
- 7) No claim shall lie against the Procuring Entity in respect of interest on cash deposits or Government Securities or depreciation thereof.

5.9 Insurances

- 1) The Contractor (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage, as specified in the Contract/ GCC or any applicable law including Labour Laws; and at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 2) The Contractor at his cost shall provide, in the joint names of the Procuring Entity and the Contractor, insurance cover from the Start Date to the date of completion, in the amounts and deductibles as per the instructions of the Contract manager and the Contract for the following events which are due to the Contractor's risks:
 - a) loss of or damage to Equipment, materials for which advances have been paid.
 - b) loss of or damage to property of the Procuring Entity in connection with the Contract; and
 - c) Personal injury or death.
 - d) Penalties and demands by labour regulatory authorities
- 3) Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in Indian Rupees to rectify the loss or damage incurred.
- 4) Alterations to the terms of insurance shall not be made without the approval of the Employer.
- 5) Both parties shall comply with any conditions of the insurance policies.

5.10 Permits, Approvals and Licenses

Whenever the delivery of Services and incidental Goods/ Works requires the Contractor to obtain permits, approvals, and licenses from local public authorities, it shall be sole responsibility of the Contractor to obtain these and keep these current and valid. This may include but not be restricted to licenses or environmental clearance, if required. The Procuring Entity shall, if required by the Contractor, make its best effort to assist the Contractor in complying with such requirements in a timely and expeditious manner, without any dilution of Contractor's responsibility in this regard.

5.11 Accounting, Inspection and Auditing

The Contractor shall keep accurate and systematic accounts and records in respect of the provision of the Services under this Contract, in accordance with accounting principles prescribed in India.

5.12 Custody and Return of the Procuring Entity's Materials/ Equipment/ Documents loaned to Contractor

- 1) Unless stipulated in the Contract, no asset/ property/ drawings/ material/ samples/ equipment/ utility shall be provided or loaned to the Contractor for performance of the Contract. Whenever such assets are required to be issued to the Contractor as per the Contract, these would be issued only as per terms and conditions specified therein and against appropriate safeguards prescribed therefor in the Contract (Insurances, Bank Guarantee, Indemnity Bonds, Retention Money etc.). The Contractor shall use such property for the purpose of the execution of the Contract and for no other purpose whatsoever.
- 2) All such property shall be deemed to be in good condition when received by the Contractor unless he has within twenty-four hours of the receipt thereof notified the Procuring Entity to the contrary, otherwise he shall be deemed to have lost the right to do so at any subsequent stage.
- 3) Such assets of the Procuring Entity provided/ loaned to the Contractor shall remain to be the property of the Procuring Entity. The Contractor shall be liable for loss or damage to such property from whatever cause happening while such property is in the possession of or under the control of the Contractor, his Staff, workmen or agents.
- 4) Where such property is insured by the Contractor against loss or fire at the request of the Procuring Entity such insurance shall be deemed to be by way of additional precaution and shall not prejudice the liability of the Contractor as aforesaid.
- 5) The Contractor shall return all such property in good working condition, before the completion/ closure/ termination of the Contract and shall be responsible for the full value thereof to be assessed by the Procuring Entity whose decision shall be final and binding.

6. Obligations of Procuring Entity

6.1 Facilities to be Provided by the Procuring Entity

No Facilities (including Reference Documents, Medical, Rooms, Furniture, Transport, Electricity connection, Water connection, Access to IT Services etc.) other than those specifically stipulated in TIS/ Schedule of Requirement, shall be provided by the Procuring Entity to Contractor at Site. Unless otherwise stipulated in the contract any utilities if stipulated to be provided, shall be provided on chargeable basis and the Contractor should ascertain the rate of charges thereof.

6.2 Provision of Utilities at Site by Procuring Entity

- 1) Unless otherwise stipulated in the Contract, The Procuring Entity may supply to the Contractor part or whole of the quantity of the water and electricity required for the delivery of Services from the Procuring Entity's existing water/ electricity supply system at or near the site of Services on specified terms and conditions and free of cost (unless specified otherwise), provided that the Contractor shall arrange, at his own expense, to effect the connections and lay additional pipe/ power lines and accessories on the site.
- 2) Nevertheless, it shall be responsibility of The Contractor to install adequate back-up arrangements like DG Sets and Tankers to tide over outages in utilities.
- 3) In case interruption or failure in supply of these utilities by the Procuring Entity, the Contractor shall be responsible for making alternative arrangements of these utilities necessary for the

services and that the Contractor shall not be entitled to any compensation– nor shall this be a reason for delay in delivery of Services.

6.3 Procuring Entity's Assets to be Loaned or Hired to The Contractor

- 1) The Contractor shall take all reasonable care of all tools, plant and materials or other property whether of a like description or not belonging to the Procuring Entity and committed to his charge for the purpose of the Services and shall be responsible for all damage or loss caused by his, his agents, permitted subcontractor, or his workers or others while they are in his charge. The Contractors shall sign accountable receipts for tools, plants and materials made over to his by the Contract Manager and on completion of the Services shall hand over the unused balance of the same to the Contract Manager in good order and repair, fair wear and tear excepted, and shall be responsible for any failure to account for the same or any damage done thereto.
- 2) The Procuring Entity may hire to the Contractor non-key Equipment owned and sparable by Procuring Entity for use during execution of the Services in a separate agreement for Hire of such equipment.

7. Scope of Services

7.1 Scope of Services

- 1) This Contract is for the delivery of the Services on/ during specified the date or dates and of the description, scope/ quantum, performance standards, and quality assurance set forth in the Contract.
- 2) The Contractor shall deliver Services and submit to the Procuring Entity the reports, deliverables, outputs, and documents as specified in Annexe 1 to Contract: Description of Services.
- 3) The Services shall include all such work-elements not specifically mentioned in this Contract but that can be reasonably inferred from this Contract as being required for attaining Completion of the Services as if such items were expressly mentioned in this Contract.

7.2 Eligible Services - Country of Origin and Minimum Local Content

Unless otherwise stipulated in Contract, country of origin of 'Services' and related 'Goods' under the Contract shall have their origin in India or other countries and should conform to declaration made by the Contractor in its Bid regarding but not limited to i) restrictions on certain countries with land-borders with India; ii) Contractor's status as MSE or Start-up. The term "origin" used in this clause means the place from where the Services (and related works, including subcontracted components) are arranged and delivered or related goods are mined, grown, produced, or manufactured. For purposes of this Clause, the term 'Services' shall have the meaning as defined in Clause 1.1.

7.3 Quantity Tolerance

The obligation for completing Services shall be considered complete if the Services have been performed to the tolerance of plus or minus 5% of the quantity or of total value of Services ordered in the Contract. Only the delivered quantity shall be paid for as per the terms of the Contract.

7.4 Contract Period and Option Clause

7.4.1 Contract Period

Unless otherwise stipulated in Contract, the Contract Period for which the Service shall be provided shall be two years (with an option to extend for another one year) from the effective date of the Contract, unless sooner completed or terminated as provided in GCC.

7.4.2 Option Clause

Unless otherwise stipulated in the contract, the Procuring Entity shall have the right to exercise following options, by written notification to the Contractor no later than thirty (30) days prior to Contract end:

- 1) extend the Contract Period only once (unless otherwise stipulated in Contract) by four months period (unless otherwise stipulated in Contract).
- 2) increase the ordered quantum of Services by 25% at any time, till final completion date of the Contract, by giving reasonable notice and providing a reasonable extension in delivery period for increased quantum, even though the quantum ordered initially has been delivered in full before the completion Period.

8. Measurement, Variations and Modifications

8.1 Quantities in Contract

The quantities set out in the Contract are the estimated quantities of the Services and they shall not be taken as the actual and correct quantities of the Services to be executed by the Contractor in fulfilment of his obligations under the Contract. Payment shall be made for the actual quantities deployed/ delivered; however, payments shall not be made for quantities over and above those indicated in the Contract unless extra quantity has been asked in a written order by the Contract manager.

8.2 Variations and Claims

8.2.1 Powers of Variations

- 1) The Manager on behalf of the Procuring Entity shall be entitled by order in writing to enlarge or extend, diminish or reduce the Services or make any alterations in their design, character, inputs, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional service to be done or any Services not to be done and the Contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.
- 2) The accepted variation in quantity of each Individual item of the Contract would be up to 25% of the quantity originally contracted. The Contractor shall be bound to carry out the service at the agreed rates and shall not be entitled to any claim or any compensation whatsoever up to the limit of 25% variation in quantity of Individual item of services.
- 3) In case after internal approvals the Contract Managers decides to increase the variation beyond 125% of Contracted quantity, the rates and acceptability shall be mutually agreed upon.
- 4) As far as Price Schedule items are concerned, the limit of 25% would apply to the value of Contract as a whole and not on Individual items. However, in case of items not in Price Schedule the limit of 25% would apply on the Individual items irrespective of the manner of quoting the rate (single percentage rate or Individual item rate).

8.2.2 Valuation of Variations

The variation referred to in Sub-Clause 8.3.1 above shall in no degree affect the validity of the Contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations, and obligations as if they had been originally and expressively included and provided for in the Contract and the amounts to be paid therefore shall be calculated in accordance with the Price Schedule. Any extra items/quantities of Services falling outside the purview of the provisions of Price Schedule above shall be paid for at the rates determined under Clause –8.4 of these Conditions.

8.3 Rates for Extra Items

- 1) Any additional item of work carried out by the Contractor on the instructions of the Contract Manager which is not included in the Price Schedule shall be executed at the rate agreed upon between the Contract Manager and the Contractor before the execution of such items of work.
- 2) The Contractors shall be bound to notify the Contract Manager at least seven days before the necessity arises for the execution of such items of Services for which the Price Schedule/ Contract does not include rate or rates.
- 3) The rates payable for such items shall be decided at the meeting to be held between the Contract Manager and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the Procuring Entity shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure.
- 4) Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as mentioned above, then and in such a case the Contractor shall only be entitled to be paid in respect of the Services carried out or expenditure incurred by him prior to the date of determination of the rates as aforesaid according to the rates as shall be fixed by the Contract Manager. However, if the Contractor is not satisfied with the decision of the Contract Manager in this respect, she may appeal to the Head of Procurement within 30 days of getting the decision of the Contract Manager, supported by analysis of the rates claimed. The Head of Procurement's decision after hearing both the parties in the matter would be final and binding on the Contractor and the Procuring Entity.

9. Performance Standards and Quality Assurance

9.1 Performance Standards

- 1) The Contractor shall perform the Services in accordance with Annexe1 to Contract: Description of Services, and carry out its obligations with all due diligence, efficiency, and economy, observing sound management practices, and employ appropriate advanced technology and safe methods in accordance with the performance standards and quality control parameters as specified in the Contract. For matters where the Contract does not specify any Standard, the Services delivered shall conform to National/ International Standards or generally accepted professional techniques and practices.
- 2) Damages for Lack of Performance: In cases, where performance or/and quality of Services is/are found to be dissatisfactory, Procuring Entity or his representatives shall impose Damages for Lack of Performance, but not as a penalty, without having to prove actual loss incurred as per clause 12.9 below. This levy of damages shall not absolve the Contractor from rectification or reperformance of the defective Service without any further payment.

9.2 Quality Control and Defect Liability

- 1) The Procuring Entity shall check the quality of the Services and shall inspect the Contractor's performance according to the relevant section(s) of Annexe1 to Contract: Description of Services. The Procuring Entity shall promptly give notice to the Contractor of any defects that are identified, requesting the correction of the notified defect within a reasonable time.
- 2) If the Contractor has not corrected a Defect within the time specified in the Procuring Entity's notice, the Procuring Entity shall assess the cost of having the defect corrected. Without prejudice to any and all of its other remedies under this Contractor applicable law, procuring Entity shall be legally entitled to deduct such cost from the Contract's payments, together with the damages for lack of performance (as per clause above), a sum equivalent to the percentage specified in the Contract.

10. Deployment of Resources

- 1) The site shall be the lands, spaces, and other places on, under, in or through which the Services are to be carried out and any other lands or places provided by the Procuring Entity for the purpose of the Contract.
- 2) No land or building or any other asset belonging to or in the possession of the Procuring Entity shall be occupied by the Contractor without the permission of the Procuring Entity. The Contractor shall not use, or allow to be used, the site for any purposes other than that of executing, or in relation to the execution of the services.
- 3) **Facilities for Inspection:** The Contractor shall afford the Contract Manager and the Contract Manager's Representative every facility for entering in and upon every portion of the site at all hours for the purpose of inspection or otherwise and shall provide all facilities of every kind required for the purpose and the Contract Manager and the Contract Manager's Representative shall at all times have free access to every part of the site and to all places at which materials I tools and plant for the Services are stored or being prepared.
- 4) **Existing Roads and Waterways:** Existing roads or water courses shall not be blocked, cut through, altered, diverted, or obstructed in any way by the Contractor, except with the permission of the Contract Manager. All compensations claimed for any unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or water courses by the Contractor or his agent or his staff shall be recoverable from the Contractor by deduction from any sums which may become due to him in terms of Contract, or otherwise according to law.
- 5) **Non-Obstruction of Access:** During progress of Services in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may be interrupted by reasons of the execution of the Services and shall erect and maintain at his own cost barriers, lights and other safeguards as prescribed by the Contract Manager, for the regulation of the traffic, and provide watchers necessary to prevent accidents.
- 6) **No Obstruction to Flow of Work and Personnel of Procuring Entity:** Contractor shall arrange his work in consultation with the Contract Manager in such a manner to avoid obstruction to normal flow of work and personnel of the Procuring Entity at the site, preferably utilizing non-business hours for such obstructive or hazardous Activities.

10.1 Key and Non-key Personnel

10.1.1 Key Personnel

- 1) The titles: agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel are described in Annexe1-A to Contract.
- 2) Except as the Procuring Entity may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications, subject to sub-clause 10.1.4 below.

10.1.2 Non-Key Personnel

- 1) The Contractor should ensure deployment of non-key Personnel as per the Personnel Deployment Plan in Annexe 1-A to Contract and as per approved Works Programme as updated. In the event of the Contract Manager being of the opinion that the Contractor is not employing on the Services a sufficient number of staff and workers as is specified or otherwise for proper execution of the Services within the prescribed procedure and time, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Contract Manager immediately and failure on the part of the Contractor to comply with such instructions shall entitle the Procuring Entity to penalize the Contractor for lack of performance or terminate the Contract as per clause 14.1 and avail all the available remedies thereunder. Such action shall be in addition of deduction from Contractor's payment cost of shortfall personnel as per Annexe 1-A to Contract.
- 2) The Contractor shall also deploy efficient and competent supervisory staff to give the necessary directions to his workers and to see that they provide their Services in proper and desirable manner and shall employ only such supervisors, workers & labour in or about the execution of any of these Services as are careful and skilled in the various trades. Daily attendance record of such supervisors and labour shall be maintained.
- 3) Procuring Entity reserves its right to ask for additional manpower and the Contractor shall be contractually bound to provide such manpower at one week's advance notice – which shall be paid extra at rates quoted.
- 4) Police Verification of Labour employed by Contractor: The Contractor is required to submit Police Verification certificates in a format prescribed by the Police Department (or as directed by the Contract Manager) for all contractual staff that he will be hiring for delivery of Services for Procuring Entity.
- 5) Restrictions on the Employment of Retired Staff or Officers or Managers of Procuring Entity Services within One Year of their Retirement: The Contractor shall not, himself be a retired Government Manager of Gazetted rank, or engage any employee or associate who is a retired Government Manager of Gazetted rank, if such persons have not completed one year from the date of retirement, in connection with this Contract in any manner whatsoever without obtaining prior permission of the relevant authority. If the Contractor is found to have contravened this provision it will constitute a breach of contract and Procuring Entity shall be entitled to terminate the Contract as per clause 14.1 and avail all available remedies thereunder.
- 6) The Contractor shall, when he is not personally present on the site of the workplace, shall keep a responsible agent during working hours who shall on receiving reasonable notice, present himself to the Contract Manager, and orders given by the Contract Manager or his representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absencing herself, the Contractor shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Contractor to comply

with this provision at any time will entitle the Procuring Entity to terminate the Contract under Clause 14.1 of the GCC and avail all the available remedies thereunder.

10.1.3 Contract Labour Records and System

A comprehensive record needed for contract labour management and monitoring attendance (Identity Cards, Labour Records, Attendance, Time Sheets, Training Record, acknowledgements of labour laws) for efficient performance and for safeguarding workers' welfare should be maintained by the Contractor and shall be inspected during Site Inspections by the Contract Manager.

10.1.4 Removal of Personnel on Orders of Manager

- 1) If the Procuring Entity finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Entity's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity, subject to sub-clause 2) below.
- 2) The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

10.1.5 Environmental, Social, Health, and Safety, Requirements:

1) Provisions for Workers:

- a) The Contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of clean sanitation including urinals etc. for his staff and workers, directly or through the petty contractors or sub-contractors
 - b) The Contractor shall also make provision for temporary creche (Bal-mandir) where 50 or more workers are employed at a time.
 - c) Suitable sites on Procuring Entity's land, if available, but without any obligation to do so, may be allotted to the Contractor for the erection of labour camps, either free of charge or on such terms and conditions that may be prescribed by the Procuring Entity.
 - d) All camp sites shall be maintained in clean and sanitary conditions by the Contractor at his own cost.
- 2) During the execution of services, unless otherwise stipulated in the Contract the Contractor shall at his own cost provide the materials for and execute all Services as is necessary
 - a) for the safety, hygiene, satisfaction, elegance, acceptance, proper handling of assets and shall ensure that no damage, injury, or loss is caused or likely to be caused to any person or assets or hindrance to other works / services.
 - b) For environmental requirements to conserve energy, water, wood, paper, and other resources, reduce waste and phase out the use of ozone depleting substances and minimize the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment

3) Medical Facilities:

The Contractor shall provide medical facilities at the site as may be prescribed by the Contract Manager on the advice of the Procuring Entity's Medical Authority in relation to the strength of the Contractor's resident staff and workers. This shall include a First-Aid facility manned with staff trained in first aid as per labour laws or as per Contract Manager's directions.

4) Medical Certificate of Fitness for Labour

The Contractor shall not employ a person below 18 years of age. For the purpose of delivery of Services under the Contract, unless a medical certificate of fitness in the prescribed form

under labour regulation (or as directed by the Contract manager) granted to each worker by a certifying surgeon certifying that he is fit to work as an adult, is obtained and kept in the custody of the Contractor or a person nominated by him in this behalf and the person carries with his, while at work, a token giving a reference to such certificate.

- a) **Period of Validity of Medical Fitness Certificate:** A certificate of fitness granted or renewed for the above said purposes shall be valid only for a period of one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if in his opinion the holder of it is, no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so, required by the person concerned, state his reasons in writing for doing so.
- b) **Medical Re-Examination of Labour:** Where any official appointed in this behalf by the Ministry of Labour is of the opinion that any person employed in connection with the execution of any work under this Contract in the age group 18 to 65 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the Contractor, or on the person nominated by him in this regard, a notice requiring that such persons shall be examined by a certifying surgeon and such person shall not if the concerned official so directs, be employed or permitted to do any work under this Contract unless he has been medically examined and certified that she has been granted a certificate of fitness or a fresh certificate of fitness, as the case may be.

10.1.6 Mandatory Compliance of Government Welfare Schemes

The Contractor should ensure and provide documentary evidence for the following and should submit documentary evidence to show the coverage of all her workers or labour under the above-mentioned schemes at all times during the Contract period on an annual basis:

- a) All the workers or labour employed directly or indirectly by the Contractor should be enrolled under the Pradhan Mantri Jan Dhan Yojana (PMJDY), a scheme that aims to provide all the citizens of India a bank account, credit facility, insurance cover and debit card.
- b) All the workers or labour employed directly or indirectly by the Contractor between the ages 18-70 years should be enrolled under the Pradhan Mantri Suraksha Bima Yojana (PMSBY), an accident insurance scheme which will be a one-year cover, renewable from year to year, offering accidental death and disability cover for death or disability on account of an accident. The Contractor will be responsible to pay the premium per annum per member for all her workers during the Contract period.
- c) All the workers or labour employed directly or indirectly by the Contractor between the ages 18-50 years should be enrolled under the Pradhan Mantri Jeevan Jyoti Bima Yojana, an insurance scheme which will be a one-year cover, renewable from year to year, offering life insurance cover for death due to any reason. The Contractor will be responsible to pay the premium per annum per member for all her workers during the Contract period.

10.1.7 Safety Issues

- 1) The Contractor shall be responsible for the safety of all Activities on the Site.
- 2) The Contractor shall be responsible for safety of all persons, employed by him on Site, directly or through petty contractors or Sub-Contractors, and shall report accidents to any of them, however, and wherever occurring on Works, to the Contract manager or his representative, and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. The compensation for affected Workers or their relatives shall be paid by the Contractor in such cases expeditiously in accordance with the Workmen's Compensation Act and other labour Laws and regulations.

- 3) Safety of Public and Third parties: The Contractor shall be responsible to take all precautions to ensure the safety of the public and third parties, whether on public or Procuring Entity's property and shall post such look out, such persons as may, in the opinion of the Contract Manager, be required to comply with regulations appertaining to the service. No explosives shall be used for the Services rendered or on the site by the Contractor.

10.2 Key and Non-key Equipment, Tools, and Plants

- 1) The details of Key Equipment required to be deployed are described in Annexe 1-B to Contract.
- 2) Except as the Procuring Entity may otherwise agree, no changes shall be made in the deployment of Key Equipment. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Equipment, the Contractor shall provide as a replacement an Equipment of equivalent or better performance.
- 3) The Contractor should ensure deployment of non-key Equipment as per the Equipment Deployment Plan in Annexe 1-B to Contract and as per approved Works Programme as updated. In the event of the Contract Manager being of the opinion that the Contractor is not employing on the Services a sufficient Equipment/Tools/ Plant as is specified or otherwise for proper execution of the Services within the prescribed procedure and time, the Contractor shall forthwith on receiving intimation to this effect deploy the additional equipment/ tools/ plants as specified by the Contract Manager immediately and failure on the part of the Contractor to comply with such instructions shall entitle the Procuring Entity to penalize the Contractor under lack of performance or terminate the Contract as breach of contract. Such action shall be in addition of deduction from Contractor's payment cost of shortfall Equipment as per Equipment Deployment Plan in Annexe 1-B to Contract.
- 4) The Contract Manager or his Representative shall be entitled to order within the time specified in the order:
 - a) The removal of any materials/ equipment/ tools/ plants which in their opinion are not in accordance with the performance standards
 - b) The substitution of proper and suitable materials/ equipment/ tools/ plants

10.3 Materials Deployment

- 1) Deployment of adequate inventory and supply chain of materials specified and provided in the Contract or that may be necessary for delivery of Services or for Personnel and Equipment deployed shall be of specified specification and quality and if not so specified as per the best of market and business practices. The materials may be subjected to tests by means of such machines, instruments and appliances as the Procuring Officer may direct and wholly at the expense of the Contractor.
- 2) Except as the Procuring Entity may otherwise agree, no changes shall be made in the deployment, inventory, or supply chain of such materials. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to do so, the Contractor shall provide as a replacement by materials of equivalent or better quality.
- 3) The Contractor should ensure deployment of materials as per the Materials Deployment Plan in Annexe 1-C to Contract and as per approved Works Programme as updated. In the event of the Contract Manager being of the opinion that the Contractor is not employing on the Services sufficient materials/ inventory as is specified or otherwise for proper execution of the Services within the prescribed procedure and time, the Contractor shall forthwith on receiving intimation to this effect deploy additional materials/ inventory as specified by the Contract Manager immediately and failure on the part of the Contractor to

comply with such instructions shall entitle the Procuring Entity to penalize the Contractor under lack of performance or terminate the Contract as breach of contract. Such action shall be in addition of deduction from Contractor's payment cost of shortfall materials as per Materials Deployment Plan in Annexe 1-C to Contract.

10.4 Property in Equipment and Materials brought to Site

The materials and plant brought by the Contractor upon the site or on the land occupied by the Contractor in connection with the Services and intended to be used for the execution thereof shall immediately, as they are brought upon the site of the said land, be deemed to be the property of the Procuring Entity. Such of them as during the progress of the Services are rejected by the Contract Manager under Clause 10.2 -4) of these conditions or are declared by him not to be needed for the execution of the Services or such as on the grant of the certificate of completion remain unused, shall immediately on such rejection, declaration or grant cease to be deemed the property of the Procuring Entity and the Contractor may then (but not before) remove them from the site or the said land. This clause shall not in any way diminish the liability of the Contractor nor shall the Procuring Entity be in any way answerable for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, damaged, or destroyed by fire, tempest or otherwise.

11. Delivery of Services and delays

11.1 Works Programme

- 1) Before commencement of the Services, the Contractor shall submit for approval of the Contract Manager a Works Programme showing the Methods; schedule of delivery of services, the deployment plans for Personnel; Equipment and Materials for execution of the services. The programme of delivery of Services amended as necessary by discussions with the Contract Manager, shall be treated as the agreed Works programme for the purpose of this Contract. The Services shall be carried out and monitored in accordance with the approved Program as updated.
- 2) Unless otherwise stipulated in the contract or agreed between the parties, the Works Programme shall be based on round-the-clock (24X7) operations without violation of statutory regulations.

11.2 Compliance to Contract Manager's Instructions

- 1) The Contract Manager shall direct the order in which the several components of the Services shall be provided, and the Contractor shall execute without delay all orders given by the Contract Manager from time to time; but the Contractor shall not be relieved thereby from responsibility for the due performance of the Services in all respects.
- 2) Any instructions or approval given by the Contract Manager's representative to Contractor in connection with the Services shall bind the Contractor as though it had been given by the Contract Manager provided always as follows -
 - a) Failure of the Contract Manager's representative to disapprove any work/ Services or materials shall not prejudice the power of the Contract Manager thereafter to disapprove such Services or material and to order the rectification thereof.
 - b) If the Contractor shall be dissatisfied by reason of any decision of the Contract Manager's representative, he shall be entitled to refer the matter to the Head of Procurement through the Contract Manager who shall there upon confirm or vary such decision.

- 3) **Compliance with Contractor's Request for Details:** The Contract Manager shall furnish with reasonable promptness, after receipt of the Contractor's request for the same, additional instructions by means of procedures, specifications or otherwise, necessary for the proper performance of the Services or any part thereof. All such procedures, specifications and instructions shall be consistent with the Contract Documents and reasonably inferable therefrom.

11.3 Commencement of Services

Contractor shall commence the Services (all dates of delivery shall be counted from such a date) and shall proceed with due expedition and without delay, from the effective date of Contract which shall be the date (whichever is later) on which

- a) Contract has been signed by the Procuring Entity or
- b) Contract is received by the Contractor or
- c) Is mentioned in the Contract as the effective date, or
- d) within 15 days after the receipt of an order (unless specified otherwise in that order) in writing to this effect from the Contract Manager or as directed by him

11.4 Time for Delivery of services and Extensions Thereof

The time and uninterrupted delivery of Services shall be deemed to be the essence of the Contract and subject to any requirement in the Contract as to completion of any portions or portions of the Services before completion of the whole, the Contractor shall fully and finally complete the whole of the services comprised in the Contract (with such modifications as may be directed under conditions of this Contract) in accordance with the Delivery and Completion Schedule specified in Annexe 1 to Contract: Description of Services. If at any time during the currency of the Contract, the Contractor encounters conditions hindering timely performance of services, the Contractor shall promptly inform the Procuring Entity in writing about the same and its likely duration and make a request to the Procuring Entity for extension of the delivery schedule. On receiving the Contractor's communication, the Procuring Entity shall examine the situation and, at its discretion, may agree to extend the completion schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the Contract in terms of the following clauses.

11.4.1 Extension Due to Modification

If any modifications have been ordered which in the opinion of the Contract Manager have materially increased the time for delivery of the services, then such extension of the Contracted date of completion may be granted as shall appear to the Contract Manager to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the services.

11.4.2 Extension for Delay Not Due to either Procuring Entity or Contractor

- 1) If in the opinion of the Contractor, the progress of Services has any time been delayed due to following reasons, then within 15 days of such happening causing delay, he shall give notice thereof in writing to the Contract Manager, but shall nevertheless do due diligence to bring down or make good the delays and to proceed with the services:
 - a) any act or neglect of Procuring Entity's employees or
 - b) other contractor employed by the Procuring Entity or in executing the work/service not forming part of the Contract but on which Contractor's performance necessarily depends
or

- c) proceeding taken or threatened by or dispute with external third parties arising otherwise than from the Contractor's own default etc. or
 - d) delay authorized by the Contract Manager pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Procuring Entity for which he shall have specially applied in writing to the Contract Manager or his authorized representative
- 2) The Contractor may also indicate the period for which the Services is likely to be delayed and shall be bound to ask for necessary extension of time. The Contract Manager on receipt of such request from the Contractor shall consider the same and shall grant such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time, the same rates, terms, and conditions of Contract being applicable as if such extended period of time was originally provided in the original Contract itself.

11.4.3 Extension for Delay Due to Procuring Entity

In the event of any failure or delay by the Procuring Entity, in discharging following obligations under the Contract or that are necessary for the delivery of the services, then Procurement of Non-Consultancy Services such failure or delay shall in no way affect or vitiate the Contract or alter the character thereof or entitle the Contractor to damages or compensation therefore, but in any such case, the Procuring Entity shall grant such extension or extensions of the completion date as may be considered reasonable:

- a) hand over to the Contractor possession of the site or
- b) give the necessary notice to commence the services, or
- c) provide the necessary facilities/ documents/ data or instructions or
- d) any other delay caused by the Procuring Entity due to any other cause whatsoever.

11.4.4 Extension of Time for Delay Due to Contractor

- 1) If the Contractor fails to deliver the Services within the period fixed for such delivery in the Contract or as extended or at any time or repudiates the Contract before the expiry of such period for the reasons other than the reasons specified in sub-clauses above, the Procuring Entity may, if satisfied that the service delivery can be completed by the Contractor within reasonable short time, thereafter, allow the Contractor further extension of time as the Contract Manager may decide.
- 2) On such extension, the Procuring Entity shall be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty Liquidated Damages as per clause 12.9 below.
- 3) Provided further, that if the Procuring Entity is not satisfied that the service can be completed by the Contractor or in the event of failure on the part of the Contractor to complete the service within further extension of time allowed as aforesaid, the Procuring Entity shall be entitled without prejudice to any other right or remedy available in that behalf, treat the delay as a breach of contract as per clause 14.1 below and avail any or all the remedies therein, whether or not actual damage is caused by such default.
- 4) Inordinate Delays: Delay due to the Contractor of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays and may (at the discretion of the Contract manager) amount to breach of the Contract. Such inordinate delays shall be noted as poor performance against the Contractor. A show-cause notice shall be issued to the Contractor before declaring it as a breach of the Contract or poor performance. Such poor performance would disable the Contractor from qualifying in future tenders.

11.5 Suspension of Services

11.5.1 Suspension Ordered by Contract Manager

The Contractor shall on the order of the Contract Manager, suspend the progress of the Services or any part thereof for such time or times and in such manner as the Contract Manager may consider necessary, and shall during such suspension, properly protect and secure the site and assets so far as is necessary in the opinion of the Contract Manager. If such suspension is -

- a) Provided for in the Contract, or
- b) Necessary for the proper execution of the Services or by the reason of extraneous conditions or by some default on the part of the Contractor, and or
- c) Necessary for the safety of the Services or any part thereof

11.5.2 Extension of Time and Compensation

The Contractor shall not be entitled to the extra costs, if any, incurred by him during the period of suspension of the service, but in the event of any suspension ordered by the Contract Manager for reasons other than aforementioned and when each such period of suspension exceeds 14 days, the Contract Manager shall extend the time of service for completion of the Services as he may consider proper, having regard to the period or periods of such suspensions and to such compensations as the Contract Manager may consider reasonable in respect of salaries or wages paid by the Contractor to his employees/ workers during the periods of such suspension.

11.5.3 Suspension Lasting More Than 3 Months

If the progress of the Services or any part thereof is suspended on the order of the Contract Manager for more than three months at a time, the Contractor may serve a written notice on the Contract Manager requiring permission within 15 days from the receipt thereof to proceed with the service or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by further written notice may, but is not bound to, elect to treat the suspension where it affects part only of the service as an omission of such part or where it affects the whole of the services, as an abandonment of the Contract by the Procuring Entity.

11.6 Force Majeure

- 1) On the occurrence of any unforeseen event, beyond the control of either Parties, directly interfering with the delivery of Services arising during the currency of the Contract, such as war, hostilities, acts of the public enemy, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the Procuring Entity in writing, the Contractor shall continue to perform its obligations under the Contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, either party shall have the option to terminate the Contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this Contract prior to such termination.

- 2) Notwithstanding the remedial provisions contained in GCC clause 14, none of the Party shall not be seeking any such remedies or damages for the delay and/ or failure of the other Party in fulfilling its obligations under the Contract if it is the result of an event of Force Majeure.

12. Prices and Payments

12.1 Prices

12.1.1 Firm Prices

Unless otherwise stipulated in the Contract, Prices shall be fixed and firm. In case a Price Variation Clause is included, such up and down variations shall also be payable.

12.2 Taxes and Duties

1) Payment of GST Tax under the Contract:

- (a) Wherever the successful bidder invoices the Services at GST rate or HSN number which is different from that incorporated in the Contract; payment shall be made as per GST rate which is lower of the GST rates incorporated in the Contract or billed. The Procuring Entity shall not be responsible for the payment of tax or duty made by the Contractor under misapprehension of law. Contractor shall be required to adjust his basic price to the extent required by higher tax billed as per invoice to match the all-inclusive price as mentioned in the Contract.
- (b) The payment of GST and GST Cess to Contractor shall be made only on the latter submitting a Bill/ invoice in accordance with the provision of relevant GST Act and the rules made there under. While claiming reimbursement of duties, taxes etc. (like GST) from the Procuring Entity, the Contractor shall also certify that, in case he gets any refund out of such taxes and duties from the concerned authorities at a later date, he shall refund to the Procuring Entity, the Procuring Entity's share out of such refund immediately on receiving the same from the concerned authorities.
- (c) All necessary adjustment vouchers such as Credit Notes/ Debit Notes for any short/ excess supplies or revision in prices or for any other reason under the Contract shall be submitted to the Procuring Entity in compliance with GST provisions.
- (d) In case of profiteering by the Contractor relating to GST tax, the Contractor shall be liable to administrative actions such as deregistration, suspension of business dealing and/ or banning of business dealing, in addition to recovery and action by the GST authorities under the Act.
- (e) Contractor should issue Receipt vouchers immediately on receipt of all types of payments along with tax invoice after adjusting advance payments if any as per Contractual terms and GST Provisions.
- (f) Any late delivery i.e., delivery after the due date attracts payment of damages by the vendor/ Contractor as agreed mutually. It is agreed by the Contractor that such damages become recoverable by the Procuring Entity with applicable GST thereon.

2) GST Compliance Rating of Bidders:

- (a) Contractor of Goods/ Services shall make all out efforts to comply with the provisions under GST Act and Rules thereunder and strive to maintain high compliance rating score under GST during the period of Contract with the Procuring Entity.
- (b) In case the GST rating of vendor on the GST portal/ Govt. official website is negative/ blacklisted, then
 - (i) the bids shall be rejected by the Procuring Entity, if award of contract has not yet been announced

- (ii) If this happens after award of work for supply of goods/ services, then the Procuring Entity shall not be obligated or liable to pay or reimburse GST to such Contractors and shall also be entitled to deduct/ recover such GST along with all penalties/ interest, if any, incurred by the Procuring Entity.
- (c) In the event of default on Contractor's part in payment of tax and submission/ uploading of monthly returns, the Procuring Entity shall be well within its contractual right to withhold payments, especially the tax portion, until Contractor corrects the default and/ or complies with the provisions of GST and produces satisfactory evidence to that effect or upon GST appearing on the Procuring Entity's GST portal.

3) Statutory Variations:

Any amendment to GST rate or HSN number in the Contract shall be as per the Contractual conditions and statutory amendments in the quoted GST rate and HSN number. Unless a different intention appears from the terms of the Contract, statutory variations in duties and taxes shall be only allowed during the original or re-fixed delivery period but not during any extension period.

12.3 Terms and Mode of Payment

- 1) Usual payment term is 100% on delivery and acceptance of Services at 'the Site' by the Procuring Entity and on production of all required documents by the Contractor.
- 2) The payments shall be made in the manner as per Procuring Entity's payment procedures. Unless otherwise stipulated in the contract, payments above INR 50,000 (or any other threshold specified in the Contract) to Contractors shall be made through Electronic clearing system only. The Contractor shall give his consent in a mandate form for receipt of payment through NEFT.
- 3) In Domestic Contracts payments shall only be made in Indian Rupees. In case of Foreign Contractor in Global Tenders, payment shall be made in the currency/ currencies authorized in the Contract. However, agency commission and local value addition shall be paid only in Indian Rupees.
- 4) the Contractor shall send its claim for payment in writing as per GST compliant Invoice and documents, when contractually due, along with relevant documents etc., duly signed with date, as specified in Contract and in a manner as also specified therein.
- 5) While claiming payment, the Contractor is also to certify in the bill that the payment being claimed is strictly in terms of the Contract and all the obligations on the part of the Contractor for claiming that payment has been fulfilled as required under the Contract.
- 6) Withholding and lien in respect of sums claimed:
 - a) Whenever any claim or claims for payment of a sum of money arises out of or under the Contract against the Contractor, the Procuring Entity shall be entitled, and it shall be lawful on his part, to withhold and have a lien to retain such sum or sums, in whole or in part pending finalization or adjudication of any such claim from –
 - (i) any security or retention money, if any, deposited by the Contractor.
 - (ii) In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same Contract or any other contract with the Procuring Entity.
 - b) Where the Contractor is a partnership firm or a limited company, the Procuring Entity shall be entitled, and it shall be lawful on his part, to withhold and have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company whether in his Individual capacity or otherwise.

- c) Lien in respect of Claims in other Contracts: Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the Contract may be withheld or retained by way of lien by the Procuring Entity or Government against any claim of the Procuring Entity or Government in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with the Procuring Entity or Government.

12.4 Payments to Contractor

Time Based (Inputs admeasurement): Unless instructed in writing by the Procuring entity, payments shall not be made for any extra inputs deployed over and above the Input Deployment Plans (Personnel, equipment, materials etc.) mentioned in the Contract. Nevertheless, if such inputs are deployed less than those stipulated therein, deductions shall be made based on the rates indicated for the inputs (Personnel, equipment, materials etc.) in the Contract.

12.4.1 "On-Account" Payments

The Contractor shall be entitled to be paid every month (unless otherwise stipulated in the Contract) by way of "On-Account" payment, only for such Services, as in the opinion of the Contract Manager, the Contractor has executed in terms of the Contract. All payments due against the Contract Manager's or his Representative's certificates of measurements shall be subject to any deductions, which may be made under the Contract, always provided that, the Contract Manager may by any certificate make any correction or modification in any previous certificate, which shall have been issued by him. The Contract Manager may withhold any certificate, if the Services or any part thereof are not being carried out as per the contractual performance standards.

12.4.2 On Account Payments Not Prejudicial to Final Settlement

"On-Account" payments made to the Contractor shall be without any prejudice to the final settlement of the accounts (except where measurements are specifically noted in the Measurement Book as "Final Measurements" and as such have been signed by the Contractor) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of service having been executed nor of the manner of its execution being satisfactory.

12.4.3 Preconditions for Passing the Bills

- (a) Contract Manager shall ensure and cross check with all relevant records before passing the bills of the Contractor.
- (b) Contractor shall ensure that gross Minimum wages including ESI, EPF etc. is paid as per the actuals by the Contractor to all workers and portions to be deposited with the relevant authorities has also been deposited by him. In case, if the Contractor fails to pay the gross minimum wages, the same shall be informed to Regional Labour Commissioner.
- (c) Contract Manager shall ensure that all the relevant records related to statutory obligations and agreement conditions are submitted by the Contractor for claiming monthly bills.
- (d) Every month, Procuring Entity may, if required, cross - verify the Contractor's monthly statements regarding EPF and other contributions from the Employees Provident Fund Organization's records. The Contractor is required to provide documentary evidence to show the coverage of all his workers or labour under the schemes mentioned in Clause

3.3 on an annual basis. Upon verification of the records by Procuring Entity, payments can be released to the Contractor.

12.5 Completion Certificate and Final payment

12.5.1 Completion Certificate

- 1) Upon a written intimation from the Contractor, the Contract Manager shall issue a certificate of completion duly indicating the date of completion after satisfying himself of the following:
 - a) that the whole of the Services to be done under the provisions of the Contracts have been completed or when any such certificate is given in respect of part of a service, such part shall be considered as completed
 - b) that they have been inspected by him since their completion and found to be in good and substantial order,
 - c) that such completed services have satisfactorily passed any final test or tests that may be prescribed,
 - d) that all properties, works and things, removed, disturbed, or damaged in consequence of the Services have been properly replaced and
 - e) that the Contractor has returned in good condition, all assets loaned or hired from the Procuring Entity and has given a satisfactory account of payments made to or retained by the Procuring Entity for such loaned/ hired assets,
 - f) that the Contractor has made good and satisfied in conformity with the Contract all expenses and demands:
 - (i) incurred by or made upon by the Procuring Entity
 - (ii) for or in the respect of damages or losses from or in consequence of the services.
- 2) The Contract Manager may also issue such a certificate indicating date of completion with respect to any part of the service (before the completion of the whole of service), which has been completed to the satisfaction of the Contract Manager.

12.5.2 Approval Only by Completion Certificate:

No certificate other than completion certificate referred to in Clause 12.5.1 of the Conditions shall be deemed to constitute approval of any service or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the Contract or any part thereof or of the accuracy of any claim or demand made by the Contractor or of additional varied work having been ordered by the Contract Manager nor shall any other certificate conclude or prejudice any of the powers of the Contract Manager.

12.5.3 Cessation of Procuring Entity's Liability

After the issue of Completion Certificate, the Procuring Entity shall not be liable to the Contractor for any matter arising out of or in connection with the Contract for the delivery of the Services, unless the Contractor shall have made a claim in writing in respect thereof before the issue of the Completion Certificate for service in Contract.

12.5.4 Unfulfilled Obligations

Notwithstanding the issue of Completion Certificate for service. the Contractor and the Procuring Entity, shall remain liable for the fulfilment of any obligation incurred under the provision of the Contract prior to the issue of the Completion Certificate for service, which remains unperformed

at the time such certificate is issued. For the purposes of determining the nature and extent of any such obligations, the Contract shall be deemed to remain in force between the parties thereto.

12.5.5 Final Payment

On the Contract Manager's certificate of completion in respect of the services, the Contractor shall submit a Final bill. The Final payment shall be made as per following calculations to the contractor after receiving a clear "No Claim Certificate" signed from him:

- 1) total quantity of service executed by the Contractor up to the date of completion based on the Contract Manager or his representative's certified measurements
- 2) priced at the rates in the Price Schedule in the Contract and for extra works on rates determined under Clause 8.4 of these Conditions
- 3) necessary adjustment for any payments already made or retained
- 4) any deduction which may be made under the Contract,
- 5) a full account of all claims Contractor may have on the Procuring Entity and the Contract Manager given a certificate in writing that such claims are correct,

12.5.6 Post Payment Audit

Notwithstanding the issue of Completion Certificate and release of final Payment, the Procuring Entity reserves the right, to carry out within 180 days (unless otherwise stipulated in Contract) of such completion/ final payment, a post-payment audit and/ or technical examination of the Services and the final bill including all supporting vouchers, abstracts etc. If because of such examination any over-payment to the Contractor is discovered the Procuring Entity shall be entitled to make a claim on the Contractor for the refund of any excess amount paid to him.

12.5.7 Production of Vouchers etc. by the Contractor

- 1) For a Contract of more than Rs 2 crore, the Contractor shall, whenever required, produce or cause to be produced for examination by the Contract Manager, any quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner, as may be required in any way relating to the execution of this Contract, or relevant for verifying or ascertaining cost of execution of this Contract (and the decision of the Contract Manager on the question of relevancy of any documents, information or return being final and binding on the parties). The Contractor shall similarly produce vouchers etc., if required to prove to the Contract Manager, that input materials used by him, are in accordance with the specifications laid down in the Contract.
- 2) If any portion of the service in a Contract of value more than Rs 2 crore be carried out by a sub-contractor or any subsidiary or allied firm or company (as per Clause 5.5 of the General Conditions of Contract), the Contract Manager shall have power to demand similar vouchers and document from them for his inspection.
- 3) The obligations imposed by this clause is without prejudice to the obligations of the Contractor under any statute, rules or orders binding on the Contractor.

12.5.8 Signature on Receipts for Amounts

Every receipt for money, which may become payable, or for any security which may become transferable to the Contractors, under the Contract, shall, if signed in the partnership name by any one of the partners of a Contractor's firm (or by any member of JV/C) be a good and sufficient discharge to the Procuring Entity in respect of the moneys or security purported to be

acknowledged thereby. In the event of death of any of the Contractor, partners, members of JV/C during the pendency of the Contract, every receipt by anyone of the surviving constituents shall be good and sufficient discharge as aforesaid. Nothing in this Clause shall be deemed to prejudice or effect any claim which the Procuring Entity may hereafter have against the legal representative of any contractor partner/member so dying for or in respect to any breach of any of the conditions of the Contract. Nothing in this clause shall be deemed to prejudice or effect the respective rights or obligations of the Contractor partners/ members and of the legal representatives of any deceased Contractor partners/ members inter se.

12.6 Price Variation Clause

- 1) In case the Contracts provides for a Price Variation Clause, the price shall be subject to adjustment during original Delivery Period to take care of the changes in the cost of labour, material, and fuel/ power components in accordance with the price variation formula specified therein. The amount payable on account of Price variation shall be settled every quarter.
- 2) However, as regards taxes and duties, and damages for Lack of Performance or Liquidated Damages, if any, chargeable on the Services and payable, the conditions stipulated in clause 12.9 shall apply for both firm price tender and variable price tender.
- 3) While claiming payments where Price Variation Clause (PVC) is applicable, the Contractor should submit with each invoice its calculations for PVC, even if payment on account of these variations is nil.
- 4) **Applicability:** If Contract includes some materials supplied by Procuring Entity free or at fixed rate, such payments shall be excluded from the value of the Service performed in the relevant quarter for the purpose of payment/recovery of price variation.
- 5) **Base Month and Quarter:** Unless otherwise stipulated in Contract, the Base Month for 'Price Variation Clause' shall be taken as month of opening of bids including extensions, if any, unless otherwise stated elsewhere. The Base Quarter for applicability of PVC shall commence from the month following the Base Month. The Price Variation shall be based on the relevant Index of the relevant quarter under consideration as per the formula.
- 6) **No Other Claim due to Variations:** With the payment of price variations no additional Individual claim shall be admissible on account of fluctuations in market rates, increase in taxes/any other levies/tolls etc. except that payment/recovery for overall market situation shall be made as per Price Variation Clause given hereunder.

12.7 Payment Against Time Barred Claims

All claims against the Procuring Entity shall be legally time barred after a period of three years calculated from the date when the payment falls due unless the payment claim has been under correspondence. The Procuring Entity is entitled to, and it shall be lawful for it to reject such claims.

12.8 Commissions and Fees

The Service Provider shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution and performance of this Contract. The information disclosed should include the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee in a format like Form 1.3 of the Tender Document.

12.9 Damages and Deductions Thereof

12.9.1 Right of the Procuring Entity to recover Damages

Procuring Entity shall be entitled to, and it shall be lawful for him to recover damages for Lack of Performance and Liquidated damages as per clauses from all payments due or from any Performance Security or from any retention money. This clause does not limit Procuring Entity from imposing more than one damages under the Contract and such damages will be applicable concurrently.

12.9.2 Damages for Lack of Performance

Subject to GCC clause 9.1, if the Contractor fails to perform the Services as per Performance Standards and Quality incorporated in the Contract, the Procuring Entity shall, without prejudice to other rights and remedies available to the Procuring Entity under the Contract, deduct from the Contract price, as damages for Lack of Performance, but not as a penalty, a sum equivalent to the 0.1% percent of the delivered price (including elements of GST & freight) of the defective Services.

12.9.3 Liquidated damages

- 1) Subject to GCC clause 11.4, if the Contractor fails to perform the Services within the time frame(s) incorporated in the Contract, the Procuring Entity shall, without prejudice to other rights and remedies available to the Procuring Entity under the Contract, deduct from the Contract price, as liquidated damages, but not as a penalty, a sum equivalent to the 0.1% percent of the delivered price (including elements of GST & freight) of the delayed Services for each week of delay or part thereof until actual delivery or performance. During such a delayed period of performance, beside liquidated damages, the denial clause as per clause 12.9.4 shall also apply.
- 2) Any failure or delay on the part of sub-contractor, though their employment may have been sanctioned under clause 5.5 above, shall not be admitted as a ground for any extension of time or for exempting the Contractor from liability for any such loss or damage as aforesaid.

12.9.4 Denial Clause:

- 1) No increases in price on account of any statutory increase in or fresh Imposition of GST, or on account of any other taxes/ duty/ cess/ levy), leviable in respect of the Services and incidental goods/ works specified in the said Contract which takes place after the original delivery date, shall be admissible on such of the said Services, as are delivered after the said date; and
- 2) Notwithstanding any stipulation in the Contract for increase in price on any other ground including price variation clause no such increase which takes place after the original delivery date shall be admissible on such of the said Services as are delivered after the said date.
- 3) But nevertheless, the Procuring Entity shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, or on account of any other Tax or duty or on any other ground as stipulated in the price variation clause which takes place after the expiry of the original delivery date.

12.9.5 Limit on total Damages

However, deduction on account of various damages, put together shall be subject to a maximum of the 10% of the delivered price (including elements of GST & freight) of the entire value of Contract of Services.

12.10 Claims

12.10.1 Monthly Claim Statement

The Contractor shall prepare and furnish to the Contract Manager once in every month an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Contract Manager which he has executed during the preceding month and no claim for payment for and such work will be considered which has not been included in such particulars.

12.10.2 Signing of "No Claim" Certificate

The Contractor shall not be entitled to make any claim whatsoever against the Procuring Entity under or by virtue of or arising out of this Contract, nor shall the Procuring Entity entertain or consider any such claim, if made by the Contractor, after he shall have signed a "No Claim" Certificate in favour of the Procuring Entity in such form as shall be required by the Procuring Entity after the works are finally measured up. The Contractor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

13. Resolution of Disputes

13.1 Disputes and Excepted Matters

All disputes and differences between the parties hereto as to the construction or operation of this Contract; or the respective rights and liabilities of the parties on any matter in question; or on any other account whatsoever but excluding the Excepted Matters (detailed below); arising out of or in connection with the Contract; whether during the currency of the Contract or after its delivery; and whether before or after the completion/ termination of the Contract that cannot be resolved amicably between the Contract Manager and the Contractor, shall be hereinafter called the "Dispute". The Dispute shall be resolved without recourse to courts through dispute resolution mechanisms detailed subsequently, in the sequence as mentioned below and the next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned therein. Aggrieved party shall give a 'Notice of Dispute' indicating the Dispute and claims with relevant Contractual clause to the designated authority requesting for invoking the mechanism.

- 1) Adjudication
- 2) Conciliation
- 3) Arbitration

13.2 Excepted Matters

Matters for which provision has been made in any Clause of the Special or General Conditions of the Contract shall be deemed as 'excepted matters' (matters not disputable/ arbitrable) and decisions of the Procuring Entity, thereon shall be final and binding on the Contractor. The 'excepted matters' shall stand specifically excluded from the purview of the sub-clauses below,

including Arbitration. However, where the Procuring Entity has raised the dispute, this sub-clause shall not apply. Excepted matters shall include but not limited to:

- 1) Issues related to pre-award tender process or conditions
- 2) Issues related to ambiguity in Contract terms shall not be taken up after a Contract has been signed, all such issues should be highlighted before signing of the Contract by the Contractor
- 3) Provisions incorporated in the Contract, which are beyond the purview of The Procurement Entity or are in pursuance of policies of Government, including but not limited to
 - (i) Provisions regarding local content and Class-I Local suppliers in terms of Make in India policy of the Government
 - (ii) Provisions regarding restrictions on Entities from Countries having land-borders with India in terms of Government's policies in this regard.
 - (iii) Purchase preference policies regarding MSEs and Start-ups

13.3 Adjudication

After exhausting efforts to resolve the Dispute with the Contract Manager executing the Contract on behalf of the Procuring Entity, the Contractor shall give a 'Notice of Dispute' specifying the matters which are in question, or subject of the dispute or difference indicating the relevant contractual clause, as also the amount of claim item-wise to Head of Procuring Entity (hereinafter called the "Adjudicator") for invoking resolution of dispute through Adjudication. During his adjudication, the Adjudicator, shall give adequate opportunity to the Contractor to present his case. The Adjudicator shall, within 60 days after receipt of the representation, make and notify decisions on all matters referred to by the Contractor in writing. The parties shall not initiate, during the adjudication proceedings, any conciliation or arbitral or judicial proceedings in respect of dispute that is the subject matter of the conciliation proceedings. If not satisfied by the decision in adjudication, the Contractor may proceed to invoke the process of Conciliation as follows.

13.4 Conciliation of disputes

- 1) Any of the parties may invoke Conciliation by submitting "Notice of Dispute" specifying the matters which are in question, or subject of the dispute or difference indicating the relevant contractual clause, as also the amount of claim item-wise to the Head of Procuring Entity. Since conciliation is a voluntary process, the Head of Procuring Entity shall, provided the other party is agreeable to enter Conciliation, within 30 days after receipt of "Notice of Dispute", notify the name of sole conciliator to the parties. If other party is not agreeable to Conciliation, the aggrieved party shall be informed to invoke Arbitration if he so chooses to do.
- 2) The Conciliator shall proactively assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of Contract.
- 3) If the parties reach agreement on settlement of the dispute, they shall draw up a written settlement agreement duly signed by parties and conciliator. When the parties sign the settlement agreement, it shall be final and binding on the parties. The conciliation/ dispute shall be treated as resolved on the date of such agreement.
- 4) The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of dispute that is the subject matter of the conciliation proceedings.
- 5) Termination of Conciliation: Disputes shall remain alive if the conciliation is terminated as follows:

- (a) By written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of such declaration; or
 - (b) By a written declaration of any party to the conciliator to the effect that the conciliation proceedings are terminated, on the date of such declaration.
- 6) On termination of Conciliation, the aggrieved party shall be free to invoke Arbitration, if it is so inclined.

13.5 Arbitration

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

14. Defaults, Breaches, Termination, and closure of Contract

14.1 Termination due to Breach, Default, and Insolvency

14.1.1 Defaults and Breach of Contract

In case the Contractor undergoes insolvency or receivership; neglects or defaults or expresses inability or disinclination to honour his obligations relating to performance of Contract or ethical standards or any other obligation that substantively affects the Procuring Entity's rights and benefits under the Contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:

- 1) **Default in Performance and Obligations:** if the Contractor fails to deliver any or all the Services or fails to perform any other contractual obligations (including Code of Ethics) within the time specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC clause 11.4.
- 2) **Insolvency:** if the Contractor being an Individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- 3) **Liquidation:** if the Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture—holders is appointed,

or circumstances shall have arisen which entitle the Court or Debenture— holders to appoint a Receiver, Liquidator or Manager

14.1.2 Notice for Default:

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the Contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the Contractor would be temporary withheld to safeguard needed recoveries, that may become due on invoking contractual remedies.

14.1.3 Terminations for Default

- 1) Notice for Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of issue of Notice of Default to the Contractor as per sub-clause above, the Procuring Entity, if so decided, shall by written Notice of Termination for Default sent to the Contractor, terminate the Contract in whole or in part, without compensation to the Contractor
- 2) Such termination shall not prejudice or affect the rights and remedies which have accrued and/ or shall accrue thereafter to the Procuring Entity.
- 3) Unless otherwise instructed by the Procuring Entity, the Contractor shall continue to perform the Contract to the extent not terminated.
- 4) All Service Warranty obligations if any shall continue to survive despite the termination.

14.1.4 Contractual Remedies for Breaches and Defaults

If there is an unsatisfactory resolution within this period, the Procuring Entity shall take one; or more of following contractual remedies.

- 1) Temporary withhold payments due to the Contractor till recoveries due to invocation of other contractual remedies are complete.
- 2) Call back any loaned property or advances of payment, if any with levy of interest at prevailing rate
- 3) Recover liquidated damages and invoke denial clause for delays
- 4) Encash and/ or Forfeit performance or other contractual securities
- 5) Prefer claims against insurances if any
- 6) Terminate Contract for default, fully or partially including its right for Risk-and-Cost Procurement as per following sub-clause
- 7) Risk and Cost Procurement: In addition to above termination, the Procuring Entity shall be entitled, and it shall be lawful on his part, to procure Services like those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the Contractor. Such Risk and Cost Procurement should be contracted within six months from the breach of Contract. The Contractor shall be liable for any loss which the Procuring Entity may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement and the manner and method of such procurement shall be in the entire discretion of the Procuring Entity. It shall not be necessary for the Procuring Entity to serve a notice of such procurement on the Contractor. It shall, however, be at the discretion of the Procuring Entity to collect or not, the security deposit from the firm/ firms on whom the Contract is placed at the risk and expense of the defaulted firm.

Note: In respect of the Services which are not easily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be nine months instead of six months provided above.

- 8) Debar the Contractor following due process, from participation in the Procuring Entity's tenders, including delisting from list of registered suppliers.
- 9) Initiate proceedings in court of law for transgression of law, tort, and loss, not addressable by above means.

14.1.5 Limitation of Liability

Except in cases of criminal negligence or willful misconduct, the aggregate liability of the Contractor to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Procuring Entity with respect to patent infringement.

14.2 Termination for Convenience and Frustration

14.2.1 Notice for Determination of Contract

- 1) The Procuring Entity reserves the right to terminate the Contract, in whole or in part for its (the Procuring Entity's) convenience or frustration of Contract as per clause 14.2.2 below, by serving written 'Notice for Determination of Contract' on the Contractor at any time during the currency of the Contract. The notice shall specify that the termination is for the convenience of the Procuring Entity or for frustration. The notice shall also indicate inter-alia, the extent to which the Contractor's performance under the Contract is terminated, and the date with effect from which such termination shall become effective.
- 2) Such termination shall not prejudice or affect the rights and remedies which have accrued and/ or shall accrue thereafter to the Procuring Entity.
- 3) Unless otherwise instructed by the Procuring Entity, the Contractor shall continue to perform the Contract to the extent not terminated.
- 4) All Service Warranty obligations if any shall continue to survive despite the termination.
- 5) The Services and incidental goods/ work which are work-in-progress and can be delivered or performed within thirty days after the Contractor's receipt of the notice of termination shall be accepted by the Procuring Entity following the Contract terms, conditions, and prices. For the remaining Services and incidental goods/ works, the Procuring Entity may decide:
 - a) To get any portion of the balance completed and delivered at the Contract terms, conditions, and prices; and/ or
 - b) To cancel the remaining portion of the Services and incidental goods/ works and compensate the Contractor by paying an agreed amount for the cost incurred by the Contractor, if any, towards the remaining portion of the Services and incidental goods/ works.

14.2.2 Frustration of Contract

- 1) **Notice of Frustration Event:** Upon a supervening cause occurring after the effective date of the Contract, including a change in law, beyond the control of either party whether because of Force Majeure clause or within the scope of section 56 of the Indian Contract Act, 1872, that makes it impossible to perform the Contract within a reasonable timeframe,

the affected party shall give a 'Notice of Frustration Event' to the other party giving justification. The parties shall use reasonable efforts to agree to amend the Contract, as may be necessary to complete its performance. However, if the parties cannot reach mutual agreement within 60 days of the initial notice, the Procuring Entity, shall issue a 'Notice for Determining the Contract' and terminate the Contract due to its frustration as in sub-clause above.

- 2) However, following shall not be considered as such a supervening cause
 - a) Commercial impossibility or unviability or unprofitability or lack of funds
 - b) if caused by either party's breach of its obligations under this Contract or failure to act in good faith or use commercially reasonable due diligence to prevent such an event.

14.3 Closure of Contract

14.3.1 No Claim Certificate and Release of Contract Securities

After mutual reconciliations of outstanding payments and assets on either side the Contractor shall submit a 'No-claim certificate' to the Procuring Entity requesting further for release of its contractual securities, if any. The Procuring Entity shall release the Contractual securities without any interest, if there is no outstanding obligation, asset, or payments due from Contractor.

14.3.2 Completion of obligation

The Contract shall stand closed upon successful performance of all obligations by both parties to the Contract, including completion of warrantee obligations and final payment.

14.3.3 Upon Termination

Contract shall also be treated as closed on Termination and settlements if any thereafter as per clause 14.1 and 14.2 above.

15. Code of Integrity in Public Procurement and Serious Misdemeanors:

15.1 Code of Integrity

Procuring authorities as well as bidders, suppliers, contractors, and consultants - should observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the Tender Process or during execution of resultant contracts:

- 1) **"Corrupt practice"** - making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, in exchange for an unfair advantage in the Tender Process or to otherwise influence the Tender Process.
- 2) **"Fraudulent practice"** - any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a Contract or in execution of the Contract.
- 3) **"Anti-competitive practice"** - any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness, and the progress of the Tender Process or to establish Bid prices at artificial, non-competitive levels.
- 4) **"Coercive practice"** - harming or threatening to harm, persons, or their property to influence their participation in the Tender Process or affect the execution of a contract.

- 5) **“Conflict of interest”** –participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; or if they are part of more than one Bid in the procurement; or if their personnel have relationship or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the Tender Process or for personal gain;
- 6) **“Obstructive practice”** - materially impede procuring entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity’s rights of audit or access to information;

15.2 Obligations for proactive disclosures:

- 1) Procuring authorities as well as bidders, suppliers, contractors, and consultants, are obliged under this Code of Integrity to suo-moto proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any Tender Process or execution of contract. Failure to do so shall amount to violation of this code of integrity.
- 2) Any bidder should declare, whether asked or not in a Bid-document, any previous transgressions of such code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so shall amount to violation of this code of integrity.

15.3 Restriction on Potential Conflict of Interests

During the term of ensuing Contract and after its termination, the successful Contractor, and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the subject Service of this Contract and any continuation thereof) for any project resulting from or closely related to the subject Services of this Contract. Neither the Contractor nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following Activities:

- a) during the term of this Contract, any business or professional Activities in the India which would conflict with the Activities assigned to them under this Contract.
- b) after the termination of this Contract, such other Activities as may be specified in the contract.

15.4 Serious Misdemeanors

Following shall be considered serious misdemeanors - if a bidder/ contractor:

- 1) Other than in situations of force majeure, after opening of financial bids, the Contractor withdraws from the Tender Process or after being declared as successful bidder: (a) withdraws from the process; (b) fails to enter a procurement contract; or (c) fails to provide performance security or any other document or security required in terms of the Tender Document.
- 2) directly or through an agent violates during procurement or execution of the Contract - the code of ethics mentioned in clause 15 of the GCC or the Integrity Pact.

- 3) Violates the safety or statutory norms that result in industrial accidents leading to loss or injury to life or property or to any other legal liability to the Procuring Entity.
- 4) Employs a government servant, who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt government servants or employs a government officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
- 5) Is determined by an appropriate agency of the Government, to have doubtful loyalty to the country or national security consideration.

15.5 Penalties

Without prejudice to and in addition to the rights of the Procuring Entity to other remedies as per the Bid-documents or the Contract, If the Procuring Entity concludes that a (prospective) bidder/contractor directly or through an agent has violated this code of integrity or committed a serious misdemeanor in competing for the Contract or in executing a contract, the Procuring Entity shall take appropriate measures including the following:

1) if his bids are under consideration in any procurement

- a) Forfeiture or encashment of Bid Security (EMD)
- b) calling off any pre-contract negotiations, and.
- c) rejection and exclusion of the bidder from the Tender Process

2) if a contract has already been awarded

- a) Termination of Contract for Default and availing all remedies prescribed there under.
- b) Encashment and/ or Forfeiture of any contractual security or bond relating to the procurement.
- c) Recovery of payments including advance payments, if any, made by the Procuring Entity along with interest thereon at the prevailing rate.

3) Remedies in addition to above:

- a) Debarment from participation in future procurements of the Procuring Entity for a period up to a period of two years and/ or removal from the list of registered Contractors or
- b) In case of anti-competitive practices, information for further processing shall be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India.
- c) Initiate proceedings in court of law for transgression not addressable by above means.
- d) Initiation of suitable disciplinary or criminal proceedings against any Individual or staff found responsible.

SECTION IV: ELIGIBILITY AND QUALIFICATION CRITERIA

Bidder to furnish stipulated documents in support of fulfilment of qualifying criteria. Non-submission or incomplete submission of documents may lead to rejection of offer.

Bidders should fill-up following Forms regarding this Schedule:

- 1) Form 4: Qualification Criteria - Confirmations/ Deviations
- 2) Form 4.1: Performance Statement
- 3) Form 4.2: Non-performance, Litigation Statement
- 4) Form 4.3: Financial Capability Statement

ELIGIBILITY CRITERIA

- i. Bid is open to all Bidders who meet the eligibility criteria. The Bidder has to submit the necessary documents substantiating eligibility criteria as mentioned in this document.
- ii. Documentary evidence should be furnished against each criterion. All documents should be signed by the authorized signatory of the Bidder.

Note: Please be informed that the vendor/ bidder who wish to participate in the tender should necessarily fit in all the eligibility criteria requirements. Non-compliance of even one of the requirements will result in rejection of the bid(s). Hence, bidders are requested to submit all the relevant documents mentioned in the eligibility criteria to avoid the rejection of the bid(s).

Criteria 1 - Experience and Past Performance	Please submit evidence in
<p>a) Similar Experience: Successfully completed or substantially (at least 80% payments received) completed similar works during last 3 years should be either of the following: -</p> <ol style="list-style-type: none"> (i) Two similar completed works costing not less than Rs. 3.00 crore per annum; or (ii) One similar completed work costing not less than Rs. 4.80 crore per annum. <p>Facility Management Services covering most of services required as listed in Schedule of Services only will be considered.</p> <p>All experiences shown should be duly accompanied by Completion certificate/ Work order/ Work experience certificate issued by an authorized person. Certificate from private individual shall not be accepted.</p>	Form 4.1: Performance Statement.
<p>b) The bidder should have a minimum 5 years of experience in facility management services at office and residential premises.</p>	
<p>c) No Nonperforming Contracts and Litigation: The Bidder shall furnish documentary evidence to demonstrate that</p> <ol style="list-style-type: none"> (i) non-performance of a contract did not occur within the last [5] years prior to the deadline for submission of Bids, based on all information on fully settled disputes or litigation. (ii) All pending litigation shall in total not exceed [10] % of the Bidder's net worth. 	Form 4.2: Non-performance, Litigation Statement

(iii) Failure to sign a contract after receiving a notice of award has not occurred in the past [5] years prior to the deadline for submission of Bids.	
Criteria 2 – Performance Capability	
Total no. of manpower on its roll (no. to be mentioned)	
Criteria 3 - Financial Capability	
<p>The Bidder shall furnish documentary evidence to demonstrate the current soundness of the Bidder's financial position and its prospective long-term profitability and to demonstrate the following sub-criteria.</p> <p>The documentary evidence as audited balance sheet for last 3 years certified by chartered accountant with stamp, signature and membership number shall be considered. Failure to submit one of the two documents as evidence of financial capacity may result in the rejection of the Bid.</p> <p>The statement should be counter-signed by an authorized representative of the Bidder.</p> <p>If the Bid is submitted by a joint venture or other association, all parties in the Joint Venture/Consortium are required to submit their financial statements.</p> <p>The documentary evidence should be submitted in order of the partner's significance in the partnership, greatest to least.</p>	Solvency certificate of at least Rs.1.5 crore from the Banker.
Turnover: Minimum average annual turnover of Rs.12 crore during preceding three FYs	Form 4.3: Financial Capability Statement
Criteria 4: Other requirements	
<p>a) Integrity Pact Agreement (IPA) to be executed as per Form-3 [final selected agency will have to give sign on Rs. 500 stamp paper].</p> <p>b) Submission of complete proposal as per RFP signed by the authorized representative. Complete forms duly signed by authorized signatory to be submitted as part of Technical Proposal.</p> <p>c) Submission of EMD, if applicable as per RFP</p>	All Forms filled and signed with relevant supporting documents

SECTION IV-1: KEY PERSONNEL SCHEDULE

This is an estimate of minimum number of key personnel considered for managing all services.

The bidder, if deemed necessary may suggest more numbers of key personnel, but not less.

ITEM	Description	Quantity
Team Leader (Facility Manager) /Project Architect/ Resident Facility Manager/ 1 Civil Engineer, 1 Electrical Engineer, 1 MEP Engineer/ 1 Security In-charge/ 1 Accountant	Single point of contact for SIDBI. These persons will be responsible for managing the entire services.	1 Team Leader 1 Project Architect 1 Resident Facility Manager 1 Security In-charge 1 Civil Engineer 1 Electrical Engineer 1 MEP Engineer 1 Accountant

The vendor may suggest the number of staff required category-wise to perform the Service for complete scope of works during presentation.

SECTION V: SCHEDULE OF REQUIREMENTS

1) Purpose/ Objectives:

The Bank has its corporate office at BKC, Mumbai, around 60000 sq. ft. (2 basements + G+8 floors) area. Additionally, the Bank has got residential buildings comprising 60 flats at Andheri, 25 flats at Oshiwara, 24 Flats at Goregaon, 29 Flats at Mahim, 13 Flats at Powai, 40 flats at Vashi and 2 Flats at Mahalaxmi.

At present, the facility management part at all the locations mentioned above, is handled by the Premises/Administration Departments of the Bank, which appoints various local vendors to manage the activities such as Security, Housekeeping, Maintenance etc. decentralized approach makes it difficult to monitor and maintain the properties owned by the Bank.

To facilitate better management, upkeep, and periodic maintenance of the infrastructure, SIDBI aims to outsource the facility management to a suitable firm/ company. The agency should be equipped with automation software/ APP.

2) Short Description and Scope of Services

SIDBI is inviting bids to engage the Service provider for Facility Management Services for its infrastructure and set up at Mumbai and Navi Mumbai (Office and Residential complexes).

Description of Services:

A) For Office:

Facilitating/ Supervising the Services i.e., Electrical Maintenance, Telephone System, Air-conditioning System, Housekeeping, Fire Services, Fire Alarm, Security, Manpower for Data Entry, Manpower for technical supervision, Stationary, Plumbing, CCTV management, Cleaning, polishing, masonry, and Carpentry, etc. and reporting to Premises, Mumbai.

- (i) **Electrical Maintenance** – it includes maintenance of electrical lines, UPS, Inverters, Sound systems, Air Purifiers, procurement of electrical products such as bulbs, Tube Lights (LED), insulated wire, copper wire for ACs, switchboards, sockets, holders, etc., on all the floors of the BKC Office building.
- (ii) **Telephone Facility (Office)** – maintenance of telephone lines, EPABX system, PRI lines, procurement of telephone sets, etc.
- (iii) **Airconditioning System** – regular maintenance and cleanup of air filters, cleaning of evaporator coils, maintenance of condenser coil, cleaning of coil fins, unclogging of rear drain, etc.
- (iv) **Housekeeping** – carpet cleaning and shampooing, provisioning of mineral water at tea points, dusting of furniture and common areas, cleaning of washrooms & toilets, cleaning, and upkeep of curtains at conference rooms, pest control, etc.
- (v) **Fire Service** – upkeep and maintenance of fire hose, ABC type extinguishers, CO2 extinguishers, etc.

- (vi) **Fire Alarm** - upkeep and maintenance of sprinklers, fire sensors, smoke detectors, control panels, etc.
- (vii) **Physical Security** – positioning and management of security personnel to guard infrastructure.
- (viii) **Manpower for data entry** – appointing and managing data entry personnel for operational needs at Office.
- (ix) **Plumbing** – upkeep and maintenance of pipes, taps, and bathroom fittings.
- (x) **CCTV functioning** – upkeep and maintenance of CCTV cameras installed on the premises at HO.
- (xi) **Access Control functioning** - upkeep and maintenance of door access control in the office premise.
- (xii) **Carpentry** - maintenance and repair of wooden furniture/fittings at Office.
- (xiii) Manpower for any other activity (i.e., **providing driver, caretaker cum cook** or manpower for any other works as instructed by SIDBI). The numbers will be part of tender submission covering all works stipulated (any works which cannot be ascertained will be taken up based on actuals plus overhead profit).

B) For exclusively owned Residential Complexes of SIDBI:

- (i) **Housekeeping & deep cleaning**- dusting of house, furniture, washrooms & toilets, upkeep of curtains, pest control at residential complexes. Deep cleaning - quarterly (frequency). Cleaning of common areas will be done on daily basis. Waste disposal with source segregation on daily basis.
- (ii) **Water purifiers** - upkeep and maintenance of water purifiers installed at residential complexes.
- (iii) **Fire Fighting System** – upkeep and maintenance of fire hose, ABC type extinguishers and CO2 extinguishers.
- (iv) **Air Conditioning System (only in the selected flats)** – regular maintenance and cleanup of air filters, cleaning of evaporator coils, maintenance of condenser coil, cleaning of coil fins, unclogging on rear drain etc.
- (v) **Physical Security** – positioning and management of security personnel to guard infrastructure at residential complexes.
- (vi) **Electrical** – maintenance and repair of electrical fittings at residential complexes.
- (vii) **Elevators** – upkeep and maintenance of elevators at residential complexes.
- (viii) **Carpentry** – maintenance and repair of Bank’s wooden furniture/fittings provided at residential complexes.

(ix) **Plumbing** - maintenance and repair of pipes, taps, and bathroom fittings at residential complexes.

C) For SIDBI Residential flats in a common building maintained by society/condominium:

All the above works mentioned above for owned residential complexes, except common areas, work. The activities shall be performed as per the calendarized program fixed by the Bank for all flats under the proposal. The scope of work, in this case, is restricted to the extent of work within the boundaries of the respective flat.

For Raheja Majestic, Matunga Bank flats, SIDBI to take over the common area maintenance up to 10th floors that is Bank owned flats. Scope of works will be as mentioned in sl. No. B above.

The list of various indicative services presently available in Office and Residential Premises are tabulated below:

Common Services	
1	Security Service
2	Housekeeping Service
3	Providing technical/nontechnical manpower
4	Garden Maintenance/ landscaping
Civil related works	
1	Repairs & Maintenance
2	Carpentry
3	Plumbing
4	Waterproofing
5	Drainage System
6	Deep cleaning of flats
7	Façade cleaning
Electrical and Mechanical related works	
1	Repairs/ Maintenance/ Replacement
2	Firefighting & Fire Alarm Systems
3	Air-conditioning system
4	Electrical systems

5	Lifts
6	Building Management Systems (BMS) / (IBMS)
7	CCTV Camera System
8	Baggage & Body Scanning Systems
9	Public Address System
10	Audio Visual Systems
11	Telephone Systems
12	DG Sets

Any items/ activity beyond the scope is paid on:

- ✓ Actual plus 30 % overhead profit, supply, installation, testing, management and supervision.

Note:

- i. The team deputed for managing all its services/ works and coordination with SIDBI will act as managing, coordinating, and supervising agency and work under the direct instruction from Premises Officials with daily work progress reporting to the department.
- ii. The team will normally work and function from SIDBI, Swavalamban Bhavan at BKC, Mumbai. However, the team will have to undertake the site visits as per the requirement and directions from SIDBI. They will be provided with Landline Phones, Computers, etc. required for functioning.
- iii. Preparation of Notes, Drafts, letters, reports, proposals, etc. that is related to communicating/ taking approvals from the Government, municipal authorities, contractors, etc.
- iv. Management, coordination, Supervision, etc. for Annual Maintenance Contract (AMC) awarded to various agencies for SIDBI Offices. It includes timely AMC renewals, award of work, visits to the site, Payment to the agencies, service & Breakdown Calls, follow-up with the agencies for timely rectifications, etc. Keeping the SIDBI officials informed about the day-to-day issues.
- v. Attending to the Complaints and day-to-day instructions received by the Premises department and time bound redressals.
- vi. Management, coordination, Supervision, etc. with the contractors for repair & maintenance work related to Civil, Electrical, Mechanical, Carpentry, Interior, Horticulture, Security, Fire Services, Cleaning, etc. Award of work, visit the site, Supervision, Measurement, Scrutiny of Bills, Recommendation for payment, etc.
- vii. Management, coordination, Supervision, Scrutiny of Bills, Recommendations for payment, etc. for all types of regular Payments viz. Property Taxes, Lease Rentals, Electricity Bills, Gas Bills, Statutory Payments, etc.

- viii. Carrying out day-to-day operations pertaining to Premises activities of SIDBI.
- ix. Assist in the implementation of modern Premises related practices.
- x. Preparation of Daily Reports, maintenance checklists etc.
- xi. Any other work, related to premises, as instructed by the Bank.
- xii. Facilitate, co-ordinate and liasoning with Government institutions for statutory payments, services for timely compliances.
- xiii. Facilitate, Co-ordinate with society/condominium, where Bank has owned flats, to resolve any issues.

Form 1: Bid Form – Techno-Commercial Bid
(along with supporting documents, if any)
(Strike out alternative phrases not relevant to you)

Date.....

To

Deputy General Manager
Small industries Development Bank of India
Plot No.C-11, G Block,
Swavalambhan Bhavan,
Bandra East, Mumbai,
Maharashtra 400051

Ref: Your Tender Document No. Tend No./ xxxx;

1) Credentials:

We hereby certify that we are a firm of proven, established, and reputed Service Provider having Experience, past performance, Personnel, Machinery and Financial capability, with offices at Our company law and taxation regulatory requirements as well as authorization for signatories and related documents are submitted in Form 1.1: Bidder Information of this Bid Form.

Or

We.....are agents of our Indian/ foreign principals M/s..... who are a firm of proven, established, and reputed Service Provider having Experience, past performance, Personnel, Machinery and Financial capability, with offices at Our foreign Principals' company law and taxation regulatory requirements as well as authorization for signatories and related documents are submitted in Form 1.1: Bidder Information of this Bid Form.

2) Our eligibility to participate

We comply with all the eligibility criteria of this tender and the relevant declarations are made along with documents in Form 1.2 of this Bid-form.

3) Our Bid to deliver

We offer to deliver the subject Services within Delivery Schedules as specified in the Schedule of Requirements and in conformity with the Tender Document at the price as mentioned separately in Financial Bid (Price Schedule).

4) Affirmation to terms and conditions of the Bid Document

We confirm that we have understood the Instructions to Bidders and Additional Instructions to Bidders (ITB), and also the General Conditions of Contract (GCC) attached to the tender and have thoroughly examined requirements in Section IV: Qualification Criteria and Section V: Schedule of Requirements and are thoroughly aware of the nature of Services required and our offer is to deliver Services strictly in accordance with the terms of the tender. Notwithstanding the

fact that we are not signing and submitting some of the sections of the Tender Document, we hereby confirm unconditional acceptance and compliance to abide by all the techno-commercial and financial terms and conditions as mentioned in Tender Document without any omissions, reservations, or deviations whatsoever, except those submitted by us in Form 4, 5 and 8. We also confirm acceptance of Arbitration Agreement as given in Tender Document.

5) Abiding by the Bid Validity

We agree to keep our Bid valid for acceptance for a period up to 90 days, as required in the ITB clause 8.3, read with modification, if any in Section-III: "Appendix to Instructions to Bidders" or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period.

6) Performance Guarantee and Signing the Contract

We further confirm that, if our Bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of the tender. We are fully aware of the fact that in the event of our failure to deposit the required security amount and failure to execute the agreement, our earnest money deposited with the Procuring Entity shall be forfeited besides other penalties under the conditions of this Tender Document.

7) Non-tampering of Downloaded Bid Document

We confirm that in case of downloaded Tender Document, we have not changed/ edited its contents. We realize that in case any such change is noticed at any stage including after the award of contract, we shall be liable to action under clause 9.3.1 of the ITB. We also confirm that scanned copies of documents/ affidavits/ undertakings, submitted along with our Technical Bid are valid, true, and correct to the best of our knowledge and belief. In case any dispute, if arises, related to the validity and truthfulness of any of such documents/ affidavits/ undertakings, we shall be fully responsible and liable for the same. Upon acceptance of our Financial Bid, we undertake to submit for scrutiny, on demand by the Procuring Entity, originals, and self-certified copies of all such certificates, documents, affidavits/ undertakings.

8) A Binding Contract

We further confirm that, if our Bid is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents may not be included in the Contract Documents signed by us. We do hereby undertake that, until a formal Contract is signed, or notification of award is issued, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.

9) Signatories

We confirm that we are duly authorized to submit this Bid on behalf of the bidder and to make commitments on behalf of the bidder in all respects related to this tender, and supporting documents are submitted in Form 1.1 to this Bid-Form. We acknowledge that our digital/ digitized signature is valid and legally binding.

10) Rights of the Procuring Entity to Reject Bid(s)

We further understand that you are not bound to accept any Bid you may receive against your above-referred Tender Document.

.....

(Signature with date)

.....

(Name and designation)
Duly authorized to sign Bid for and on behalf of
[name & address of the Bidder and seal of company]

Form 1.1: Bidder Information
(along with supporting documents, if any)

Bidder's Name _____
[Address and Contact Details]

Date.....

Tender Document No. Tend No./ xxxx.

The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. Wherever, necessary, and applicable, the Bidder shall submit certified copy as documentary proof/ evidence to substantiate the corresponding statement. In case a bidder furnishes a wrong or misleading answer against any of the under mentioned question/ issues, its tender shall be liable to be ignored.

1) Bidder/ Contractor particulars

- a) Name of the Company:.....
- b) Corporate Identity No. (CIN):
- c) Registration if any with 'The Procuring Entity':
- d) Place of Registration/ Principal place of business"
- e) Complete Postal Address:
- f) Pin code/ ZIP code:
- g) Telephone nos. (with country/ area codes):
- h) Fax No.: (with country/ area codes):
- i) Cell phone Nos.: (with country/ area codes):
- j) Contact persons/ Designation:
- k) Email IDs:

Documents to be submitted to demonstrate eligibility as per Clause 3 of ITB: Self-certified copy of article of incorporation or registration certificate – in case of partnership firm – Deed of Partnership; in case of Company – Notarized and certified copy of its Registration; and in case of Society – its Byelaws and registration certificate of firm; in case of JV/C Agreement or Letter of intent to form JV/C – each member should also submit information as above for bidders.

2) Taxation Registrations

- a) PAN number:
- b) Type of GST Registration (Registered, Unregistered, Composition, SEZ, RCM etc.):
- c) GSTIN number: in Contractor and Service Site States
- d) Registered/ Certified Offices from where the Services would be supported and Place of Service Site for GST Purpose:
- e) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts):

We solemnly declare that our GST rating on the GST portal/ Govt. official website is not negative/ blacklisted Documents to be submitted: Self attested Copies of PAN card and GSTIN Registration

3) Authorization of Person(s) signing the Bid on behalf of the Bidder

- a) Full Name: _____
- b) Designation: _____
- c) Signing as: _____

- ¹A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of sole proprietor, (submit the notarized copy of the affidavit on Non-Judicial Stamp Paper of Rs.100/- (Rupees one hundred only))
- A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to make commitments on behalf of all partners concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney, (submit self-attested copies of (i) registered/notarized Partnership Deed and (ii) Original of Power of Attorney issued in favour of Authorized Person by the Bidder on Non-Judicial Stamp Paper of Rs.1,000/- (Rupees one hundred only))
- A company and the person signing the bid document is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association. (Submit notarized copy of the MoU on Non-Judicial Stamp Paper of Rs.100/- (Rupees one hundred only))
- A Society and the person signing the bid document is the constituted attorney (submit (i) self-attested copy of the Certificate of Registration, (ii) Deed of Formation and (iii) Original of Power of Attorney issued in favour of Authorized Person by the Society on Non-Judicial Stamp Paper of Rs.100/- (Rupees one hundred only))
- A Joint Venture/ Consortium, and the person signing the bid is the designated lead member as named in the JV/C agreement/ MoU or similar document in connection with the formation of the JV/C or are all future proposed members in case (JV/C) has not been legally constituted at the time of bidding. (Submit notarized copy of the documents as in clause 3.2 of ITB on Stamp Paper of Rs.100/- (Rupees one hundred only))

4) Bidder’s Authorized Representative Information

- a) Name: _____
- b) Address: _____
- c) Telephone/ Fax numbers: _____
- d) Email Address: _____

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Bid for and on behalf of
[name & address of the Bidder and seal of company]

¹ Strikeout whichever is not applicable to you!

Form 1.2: Eligibility Declarations
(along with supporting documents, if any)

Bidder's Name _____

[Address and Contact Details]

Date.....

[Statements and Documents to Performance Statement may be mentioned/ attached here. The list below is indicative only, you may attach more documents as required to confirm your eligibility criteria.] Eligibility Declarations (Please cross out any declaration not applicable to the bidder) ITB 3.3 Eligible Bidders we hereby confirm that we are comply with all the stipulation of this clause and declare as under:

- 1) Legal Entity of Bidder: _____
- 2) Bidder/ Agent/ JV/C Status: _____
- 3) We declare that in accordance with ITB clause 3.3 we are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business Activities suspended and are not the subject of legal proceedings for any of the foregoing reasons.
- 4) We, solemnly declare, in accordance with ITB clause 3.3 that neither we nor any of our affiliates or subsidiaries – including subcontractors or Contractors for any part of the Contract – do not stand declared ineligible/ blacklisted/ banned/ debarred by any Government Agency anywhere in the world, for participating in its Bids, under that country's laws or official regulations.
- 5) We, solemnly declare, in accordance with ITB clause 3.3 that neither we and none of our proprietor, employee, partners or representatives, directors and officers have been convicted of any offence by a court under the Prevention of Corruption Act, 1988 or under the Indian Penal Code or any other law for the time being in force for offences involving moral turpitude in business dealings within a period of three years preceding the commencement of the Tender Process.
- 6) We certify that we have no conflict of interest in accordance with ITB clause 3.4, and the prices quoted against the Tender are competitive and without adopting any unfair/ unethical means including cartelization. As part of this, we certify that:
 - a) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to:
 - (i) those prices.
 - (ii) the intention to submit an offer; or
 - (iii) the methods or factors used to calculate the prices offered.
 - b) The prices in this offer have not been and will not be knowingly disclosed by us, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - c) No attempt has been made or will be made by us to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- 7) **Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017**

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered."

And; "We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed) and we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered."

8) MSME Status:

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

- a) Company/ Partnership Firm/ Proprietary Concern/ Society/ Trust/ NGO/ Others (Please Specify):.....
- b) Micro/ Small/ Medium Enterprise/ SSI/ Govt. Deptt. / PSU/ Others: ...
- c) Name of MSME Registering Body (NSIC/ DIC/ KVIC/ KVIB etc.):...
- d) MSME Registration no. (with copy of registration):.....
- e) Udyog Aadhaar Memorandum no.....
- f) Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of shares held by SC/ ST Partners):.

9) Start-up Status

We confirm that we are/ are not a Start-up entity as per the definition of Department of Promotion of Industrial and Internal Trade – DPIIT.

10) Penalties for false or misleading declarations:

we hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understood that any wrong or misleading self-declaration by us would be violation of Code of Integrity and would attract penalties as mentioned in this Tender Document, including debarment.

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign Bid for and on behalf of

.....
.....

[name & address of the Bidder and seal of company]

Form 2: Services and Activities Schedule
(along with supporting documents, if any)

Bidder's Name _____
[Address and Contact Details]

Date.....

[Bidders should fill-up this Form regarding Section V: Schedule of Requirements maintaining the same numbering and structure. The adequacy of the Bidder's Bid to meet the Requirements and delivery schedule is important to determine if the Bid is substantially responsive. Please do not include any pricing information here]

We hereby agree to fully comply with, abide by, and accept without variation, deviation, or reservation all requirements detailed in Section V: Schedule of Requirements, except for deviations/ exceptions mentioned in statement below and any other contrary terms and conditions if mentioned in our Bid (Un-priced as well as Priced Part), shall not be recognized, and shall be treated as null and void. Any exceptions/ deviations brought out elsewhere in the Bid shall not be construed as valid.

.....
(Signature with date)

.....
(Name and designation)
Duly authorized to sign Bid for and on behalf of

.....
[name & address of the Bidder and seal of company]

Form 3: Integrity Pact

[To be signed on Rs. 500/- non judicial stamp paper by final selected agency]
(To be submitted as part of Technical Bid)

Tender Document No. Tend No./ xxxx.

This Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 202__ at _____, India

BETWEEN

Procuring Entity, ----- through Head of Procuring Entity, for and on behalf of President of India (hereinafter called the "The Principal", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part AND M/ s. _____ (hereinafter called the "The Bidder/ Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

PREAMBLE

'The Principal' intends to award, under laid down organizational procedures, contract/ s for _____, 'The Principal' values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s). To achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the Contract for compliance with the principles mentioned above.

Section 1 - Commitments of the 'The Principal'

- (1) 'The Principal' commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal shall, during the tender process treat all Bidder(s) with equity and reason. The Principal shall in, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the Contract execution.
 - c. The Principal shall exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the 'Bidder/ Contractor'

- (1) The 'Bidder/ Contractor' commits themselves to take all measures necessary to prevent corruption. The 'Bidder/ Contractor' commits themselves to observe the following principles during participation in the tender process and during the Contract execution.
 - a. The 'Bidder/ Contractor' shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the

execution of the Contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the Contract.

- b. The 'Bidder/ Contractor' shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the tender process.
 - c. The 'Bidder/ Contractor' shall not commit any offence under the relevant IPC/ PC Act; further the 'Bidder/ Contractor' shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
 - d. The 'Bidder/ Contractor' of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder/ Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder/ Contractor. Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative must be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at Annexe to this agreement.
 - e. The 'Bidder/ Contractor' shall, when presenting their bid, disclose all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the Contract.
 - f. Bidder/ Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The 'Bidder/ Contractor' shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the 'Bidder/ Contractor', before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the 'Bidder/ Contractor' from the tender process or act as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the 'Bidder/ Contractor' from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from 'Bidder/ Contractor' the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the Contract according to Section 3, or if the Principal is entitled to terminate the Contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders/ Contractors/ Subcontractors

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor, or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ his functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It shall be obligatory for him/ his to treat the information and documents of the Bidders/ Contractors as confidential. He/ she reports to Head of Procuring Entity.
- (3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor shall also grant the Monitor, upon his/ his request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising later, the IEM shall inform Head of Procuring Entity and recuse himself/ herself from that case.
- (5) The Principal shall provide to the Monitor 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she shall so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
- (7) The Monitor shall submit a written report to Head of Procuring within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to Head of Procuring Entity, a substantiated suspicion of an offence under relevant IPC/ PC Act, and Head of Procuring Entity has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the Contract, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Head of Procuring Entity.

Section 10 - Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e., Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement should be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact shall prevail.

For and on behalf of the Principal
 (Name of the Officer and Designation)
 (Office Seal)

For and on behalf of 'Bidder/ Contractor'
 (Name of the Officer and Designation)
 (Office Seal)

Place
 Date

Witness 1: (Name & Address)
 Witness 2: (Name & Address)

Form 4: Qualification Criteria - Confirmations/ Deviations

(Along with supporting documents, if any)

Bidder's Name _____
 [Address and Contact Details]

Date.....

Summary of Response to Qualification Criteria

Criteria 1 - Experience and Past Performance:	Summary
(a) Similar Experience (as per Form 4.1): Number of service contracts (at least [80] percent completed) of a nature and complexity equivalent to the Services over the last [5] years	
(b) The bidder should have a minimum 5 years of experience in facility management services at office and residential premises	
(c) No Nonperforming Contracts and Litigation: (as per form 4.2) (i) Number occurrences of non-performance of a contract within the last five (5) years (ii) Value of All pending litigation as a percentage of the Bidder's net worth. (iii) Number of occurrences of failure to sign a contract after receiving a notice of award in the past five (5) years.	
Criteria 2 – Performance Capability	
Key Personnel: Capability to deploy Key Personnel needed to perform the Service	Yes/ No
Criteria 3 - Financial Capability: (as per form 4.3)	
Average Turnover: Within last (3) years	
Criteria 4: Other requirements	

Bidders shall provide such evidence of their continued qualification to perform the Services (including any changes in their litigation history) in a manner satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request at any time prior to the award of contract.

2. Documents Attached supporting the compliance to qualification criteria:

Sr	Document Attached, duly filled, signed, and copies self-attested
1	
2	
3	

Form 4.1: Performance Statement

Statement of Services performed during Last Five (5) Years and Current Outstanding Orders
(Along with supporting documents, if any)

Tender Document No. Tend No./ xxxx.

Bidder's Name _____
[Address and Contact Details]

Date.....

Each Bidder or member of a Joint Venture/Consortium (JV/C) making up a Bidder should fill in this form and include information about relevant past contracts to which the Bidder or member of a JV/C is or has been a party whether as a Service Provider, affiliate, associate, subsidiary, Subcontractor, or in any other role. Statements and Documents may be mentioned/ attached here to prove confirmation of meeting Criteria 1 – Experience and Past Performance in Section IV – Qualification Criteria.

Contracting Entity – Name and Address	Contract Title, Number and Date	Type of Services as per Contract	Total value of Contract	Time period (Contract Start and End date)	Remarks, if any

.....
(Signature with date)

.....
(Name and designation)
Duly authorized to sign Bid for and on behalf of

.....
.....
[name & address of the Bidder and seal of company]

Form 4.2 Non-performance, Litigation Statement
(Along with supporting documents, if any)

Tender Document No. Tend No./ xxxx, Tender
Bidder's Name _____
[Address and Contact Details]
Date.....

The following table shall be filled in for the Bidder and for each member of a joint venture or other association that is a party to the Bidder.

Non-Performing Contracts in accordance with Criteria 1 (b) Section IV, Qualification Criteria			
Contract non-performance did not occur during the five years prior to the deadline for Bid submission. Qualification and Evaluation Criteria. Or Contract(s) not performed during the five years prior to the deadline for Bid submission. Qualification and Evaluation Criteria are listed below			
Year	Non performed portion of contract	Contract Identification	Total Contract Amount
[insert year]	[insert amount and percentage]	Contract identification: [indicate complete contract title, number, etc.] Name of institution: [insert full name] Address of institution: [insert street/city/country] Reason(s) for non-performance: [indicate main reason(s)]	[insert amount]

Current and Past Proceedings, Litigation, Arbitration, Actions, Claims, Investigations and Disputes, the process or outcome of which the Procuring Entity could reasonably interpret may impact or have the potential to impact the financial or operational condition of the Bidder in a manner that may adversely affect the Bidder's ability to satisfy any of its obligations under the Contract in accordance with Section IV Qualification Criteria.
(Bidder and each member of a Joint Venture/Consortium making up a Bidder should complete this table)

The Bidder, or a related company or entity, is currently, or within the past five (5) years has been, involved in any proceeding, litigation, arbitration, action, claim, investigation or dispute the process or outcome of which the Procuring Entity could reasonably interpret may impact or have the potential to impact the financial condition of the Bidder in a manner that may adversely affect the Bidder's ability to satisfy any of its obligations under the Contract:
No Or Yes
If Yes, Describe:

Year	Matter in Dispute	Contract Identification	Value of Award (Actual or Potential) Against Bidder
[insert year]	[insert amount and percentage]	Contract identification: [indicate complete contract title, number, etc.] Name of institution: [insert full name] Address of institution: [insert street/city/country], Reason(s) for non-performance: [indicate main reason(s)]	[insert amount]

Form 4.3 Financial Capability Statement
(Along with supporting documents, if any)

Tender Document No. Tend No./ xxxx.

Bidder's Name _____
[Address and Contact Details]

Date.....

Each Bidder or member of a Joint Venture/ Consortium making up a Bidder should fill in these forms.

Annual Turnover Data for the Last Three (3) Years (Services only)	
Year	Turnover Amount
Average Annual Turnover	

Contract Form

Contract No..... date.....

To
Contractor
[Write Name]
[Complete address of the Contractor]

Subject: -----

Ref:

1. This office Tender Document No. Tend No./ xxxx and subsequent Amendment No....., dated..... (If any).
(Hereinafter referred as 'the Tender Document')
2. Your Tender No..... dated..... and subsequent communication(s) exchanged between you and this office in connection with this tender.
(Hereinafter referred as 'Your Offer')

Dear Sir/ Madam,

You are hereby informed that 'your bid' referred above read with subsequent letters mentioned above for the Services specified in the tender have been accepted. This contract shall be governed by the terms and conditions as brought in this Contract Form and in the documents listed in clause below.

In addition to this Contract Form, the terms, and conditions, which are included in the documents mentioned under Reference no: 1 and 2 above (including General Conditions of Contract), shall also be deemed to form and be read and construed as part of this contract. Note: The words, expressions, definitions, and abbreviations used in this Contract shall have the same meanings as are respectively assigned to them in the General Condition of Contract of 'the Tender Document'.

(Signature, name, and address of [Procuring Entity]'s authorized official)

For and on behalf of.....
Received and accepted this Contract

.....
(Signature, name, and address of the Contractor's executive duly authorized to sign on behalf of the Contractor)

For and on behalf of
(Name and address of the Contractor)

.....
(Seal of the Contractor)

Place: _____

Date:

ANNEXE 1 TO CONTRACT: DESCRIPTION OF SERVICES

Tender Document No. Tend No./ xxxx.

Contract No. _____; Date _____

Contractor's Name _____
[Address and Contact Details]

[Give detailed descriptions of the Services to be provided, dates for delivery of various tasks, place of performance for different tasks, specific tasks to be approved by Procuring Entity, etc. This Description of Services is to be based on the Section V: Schedule of Requirements in the Tender Document and incorporates changes agreed upon during evaluation. It should be noted that this Description of Services takes precedence over the Service Provider's Bid, so any changes recommended or requested by the Service Provider do not alter the Services the Service Provider is required to perform unless agreed to during evaluation and incorporated into this Description of Services.]

In the event of any inconsistency between this Description of Services and the 'Bid', the priority of interpretation shall be given to this Description of Services.

Annexe 1-A to Contract: Personnel Deployment Plan

Tender Document No. Tend No./ xxxx.

Contract No _____; Date _____

Contractor's Name _____
[Address and Contact Details]

[List all Personnel and Subcontractors to be deployed in the delivery of the Services, with position, job description and minimum qualifications as per the Schedule of Requirements/ Bid]

Annexe 1-B to Contract: Equipment Deployment Plan

Tender Document No. Tend No./ xxxx.

Contract No _____; Date _____

Contractor's Name _____
[Address and Contact Details]

[List all Equipment to be deployed in the delivery of the Services]

Annexe 1-C to Contract: Materials Deployment Plan

Tender Document No. Tend No./ xxxx, Tender
Title: Non-Consultancy Services

Contract No _____; Date _____

Contractor's Name _____
[Address and Contact Details]

[List all Materials to be deployed in the delivery of the Services]

Checklist for Bidders

Bidder's Name _____

(This checklist is merely to help the bidders to prepare their bids, it does not over-ride or modify the requirement of the tender. Bidders should do their own due diligence also.)

Sl. No.	Documents submitted, duly filled, signed	Yes/ No/ NA
1.	Form 1: Bid Form (to serve as covering letter and declarations applicable for Technical Bid)	
1.a	Form 1.1: Bidder Information along with Power of attorney and Registration Certificates etc.	
1.b	Form 1.2: Eligibility Declarations, along with supporting documents	
2.	Form 2: Services and Activities Schedule	
3.	Form 3: Duly signed Integrity Pact	
4.	Form 4: Qualification Criteria - Confirmations/ Deviations	
4.a	Form 4.1, Form 4.2, and Form 4.3 supporting Qualification criteria	
5.	Any other requirements, if specified in TIS; or if considered relevant by the Bidder	

.....
(Signature with date)

.....
(Name and designation)
Duly authorized to sign Bid for and on behalf of

.....
[name & address of the Bidder and seal of company]

TECHNICAL EVALUATION:

The objective of the evaluation process is to evaluate the bids to select an effective and best fit solution in a fair and transparent manner and the Bank would be guided by this in carrying out the evaluation of bids. The decision of the Bank shall be considered final. For the purpose of the evaluation and selection of Bidder for the Facility Management project, a two-staged evaluation process will be followed. If a Bidder does not meet the eligibility criteria, the Bidder will be disqualified. For the Bidders who satisfy the eligibility criteria, the 'Technical Bids' will be opened on the date mentioned in the schedule of events and subsequently evaluated. In order to be shortlisted for opening of Commercial bid, it is mandatory for a bidder to score a minimum cut-off marks which is 70 marks in technical evaluation. The Bidder scoring the highest technical score will be ranked as T1. Bidders who do not achieve the cut-off score will be disqualified from the bidding process and their commercial bids will not be opened. For any clarification with respect to the tender document, the Bidder may send an email to the email ID mentioned in document before the date specified therein and/or during the pre-bid meeting. It may be noted that all queries, clarifications, questions, relating to this document, technical or otherwise, should be in writing only and should be to the designated email id as stated earlier. Written requests for clarification submitted to the Bank by the specified date and time will be explained by the Bank or its representative in the pre-bid meeting. The Bank may call for any clarifications / additional particulars required, if any, on the eligibility criteria/technical / Commercial bids submitted. The Bidder has to submit the clarifications / additional particulars in writing within two working days. The Bidder's offer may be disqualified, if the clarifications / additional particulars sought are not submitted within the specified date and time. The Bank reserves the right to call for presentation/s, product walkthroughs, on the features of the solution offered etc., from the Bidders based on the technical bids submitted by them. The bidders should be ready to make a presentation on the Technical Bid at a one-day email notice. The Bank also reserves the right to conduct Reference Sites at the Bidder's client sites. Based upon the final technical scoring, short listing would be made of the eligible Bidders for final commercial bidding. While the technical score carries a weight of 80 percent, the commercial score carries a weight of 20 percent. The Techno-Commercial scores (80:20) will be arrived at for each shortlisted Bidder and the Bidder with the highest score will be declared as the successful Bidder.

Technical Evaluation Parameters:

The overall score for evaluating the Bidder would be 100 marks, out of which 80 marks is for the technical evaluation and 20 marks is for Commercial bid:

Technical Evaluation	Commercial Bid	Overall Score
80	20	100

The evaluation committee constituted by SIDBI will carry out the technical evaluation of bids based on criteria and marks defined below. Therefore, it is mandatory for all the agencies to visit all residential and office premises before presentation. Agencies are required to send their presentation one day before their presentation on premisestender@sidbi.in for committee perusal.

Technical Evaluation Parameters:

S. N.	Evaluation Parameters	Marks	Max. Marks
1.	Location of Agency		10
1.1	Presence - Pan India basis	5	
1.2	Presence - Pan India basis including Mumbai	10	
2.	Years of existence in providing similar services related to facility management of Agency		10
2.1	More than 5 years and up to 10 years	5	
2.2	More than 10 years of experience	10	
3.	Experience of agency in providing similar level of facility management services within five (5) years		10
	Experience of		
3.1	> two < five contracts	5	
3.3	> five contracts	10	
4.	Total number of personnel on roll of agency with similar profiles		10
4.1	up to 800 persons	5	
4.2	More than 800 persons	10	
5.	Average annual revenue during three financial years		10
5.1	More than 12 crore and up to 40 crores	5	
5.3	More than 40 crores	10	
6.	Approach, Methodology and Work plan based on the technical presentation made to the Committee		50
6.1	Rated as Not Satisfactory	0-10	
6.2	Rated as Satisfactory	11-20	
6.3	Rated as Good	21-30	
6.4	Rated as very Good	31-40	
6.5	Rated as Outstanding	41-50	
	Total		100

Bidders / agency securing score of 70 marks and above shall be pre-qualified and those who score less than 70 marks will be rejected. The technical score finalized by the banks Committee will be final.