



**Regd. Office : IDBI Building, Plot No. 39-41, Sector-11  
CBD Belapur, Navi Mumbai – 400 614**

**Tender for Annual Contract for providing Miscellaneous services**

**NAME OF THE WORK: Annual Contract for providing Miscellaneous Services at  
IDBI Intech’s office premises at Mumbai/Navi Mumbai.**

**NAME OF THE BIDDER:.....**

**ADDRESS: .....**

.....

.....

**LAST DATE OF SUBMISSION OF THE TENDER: 27/03/2018 15:30 hrs.**

**For any clarifications please contact at (022 - 3914 8192 / 8092)**

### Schedules and Contact Information

#### Document Control Sheet

Name of the Company	IDBI Intech Limited	
RFP Reference No	INTECH /RFP/2017 - 18/002	
Date of issue	16 – March – 2018	
Schedule of Pre-Bid Meeting	Date	21 – March – 2018
	Time	15:30 hours
Schedule for Receipt of Bids	Date	27 – March – 2018
	Time	15:30 hours
Cost of Bid Document	<b>Rs. 1,000/- (Rupees One Thousand Only)</b> by way of demand draft or Banker's Cheque drawn on any scheduled bank in favor of ' <b>IDBI Intech Limited</b> ' payable at Mumbai only, to be submitted along with the Bid.	
Earnest Money Deposit (EMD)	A Bid Security of <b>Rs. 1,00,000/- (Rupees One Lakh Only)</b> by way of demand draft or Banker's Cheque drawn on any scheduled bank in favor of ' <b>IDBI Intech Limited</b> ' payable at Mumbai only, to be submitted along with the Bid.	
Schedule for Opening of Technical Bids	Date	27 – March – 2018
	Time	16:00 hours
Place of Pre-bid meeting/ Opening of Bids / address for Communication	IDBI Intech Ltd., IDBI Building, Plot No. 39-41, Sector-11, CBD Belapur, Navi Mumbai 400614	
Contact person details:	Shri Manish Khot Tel. No. : Phone No. 022- 39148192 Email : <a href="mailto:manish.khot@idbiintech.com">manish.khot@idbiintech.com</a>	
	Shri Ashish Patil Tel. No. 022- 39148092 Email : <a href="mailto:ashish.patil@idbiintech.com">ashish.patil@idbiintech.com</a>	

**Note:**

Any Addenda / Corrigenda / Extension of dates / Clarifications / Responses to bidders' queries in respect of this Tender shall be posted only on our Intech's website [www.idbiintech.com](http://www.idbiintech.com) and no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit our website to keep themselves updated in this connection.

**DISCLAIMER**

The information contained in this Tender document or information provided subsequently to the bidder(s) or applicants whether verbally or in documentary form, by or on behalf of IDBI Intech Limited (IDBI Intech), is provided to the bidder(s) on the terms and conditions set out in this TENDER document and all other terms and conditions, subject to which such information is provided.

This TENDER document is not an agreement and is neither an offer nor an invitation to offer by IDBI Intech. This TENDER is to invite proposals from applicants who are qualified to submit the bids (“Bidders”). The purpose of this TENDER is to provide the Bidder(s) with information and to assist them in formulation of their proposals (Bids). This TENDER does not claim to contain all the information, which each Bidder may require. Each Bidder should, at its own costs without any right to claim reimbursement, conduct its own investigations, analysis and should check the accuracy, reliability and completeness of the information in this TENDER and wherever felt necessary obtain independent advice. IDBI Intech makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this TENDER. IDBI Intech may in its absolute discretion, but without being under any obligation to do so and without prejudice to its rights, update, amend or supplement the information in this TENDER.

The information contained in this TENDER document is selective and is subject to update, expansion, revision and amendment. IDBI Intech does not undertake to provide any Bidder with access to any additional information or to update the information in this TENDER document or to correct any inaccuracies if any therein, which may become apparent. IDBI Intech reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this TENDER and/or the bidding process, without assigning any reasons whatsoever. Such change will be intimated or made accessible to all Bidders or can be accessed in website of IDBI Intech. Any information contained in this TENDER document will be superseded by any later written information on the same subject made available/accessible to Bidder(s) by IDBI Intech.

Information provided in this TENDER 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. IDBI Intech does not own any responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. Further, IDBI Intech also does not accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this TENDER.

IDBI Intech reserves the right to reject any or all the expression of interest /proposals /Bids received in response to this TENDER at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of IDBI Intech shall be final, conclusive and binding on all the Bidders/parties directly or indirectly connected with the bidding process.

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## RFP FOR INVITING TENDER

### RFP for Annual Contract for providing Miscellaneous Services at IDBI Intech's office premises at Mumbai/Navi Mumbai

IDBI Intech Ltd. (Intech) has office premises at Mumbai/Navi Mumbai to provide IT Services to IDBI Bank and its subsidiaries. The CBD Belapur office premise of IDBI Intech also houses IDBI Bank's Data Center in addition to the office space. Placed below is a table giving details of Intech's offices in Mumbai/Navi Mumbai as well as Bank's Data Center:-

Sr.No	Intech office/Data Center details
1.	IDBI Intech Ltd., Ground, 1 <sup>st</sup> & 2 <sup>nd</sup> Floor, IDBI Building, Plot No. 39-41, Sector-11, CBD Belapur, Navi Mumbai 400 614.
2.	IDBI Data Center, 1 <sup>st</sup> Floor, IDBI Building, Plot No. 39-41, Sector-11, CBD Belapur, Navi Mumbai 400 614
3.	IDBI Intech Ltd., IDBI Tower, 3rd Floor, Plot No C-7, G Block, Opp NSE, Next To SBI, BKC, Bandra (East), Mumbai – 400 051

**Note: List of offices given above is not exhaustive in nature and there is a possibility of relocation/addition of premises with in Mumbai/Navi Mumbai Area. In such cases, Vendor shall have to provide services at those places also.**

Sealed Technical Bids/Price Bids are invited for providing miscellaneous services in Intech's office areas (as mentioned above) at Mumbai/Navi Mumbai. The Technical/Price bid super scribing "Annual Contract for providing Miscellaneous Services at IDBI Intech's Office premises at Mumbai/Navi Mumbai" on the envelope and addressed to **Shri Manish Khot, IDBI Intech Ltd., CBD Belapur, Navi Mumbai - 400614** should be dropped in the tender box, kept for this purpose on Ground floor, on **or before 15:30 on 27/03/2018**. The Technical Bid and Price Bid are subject to the General Terms and Conditions of these TENDER documents.

Yours faithfully

S/d

Manish Khot  
IDBI Intech Ltd.

Encl: As above

**ELIGIBILITY/PRE-QUALIFICATION CRITERIA**

- 1 The bidder should be a registered body for providing services of skilled, unskilled labourers having requisite labour license.
- 2 The Bidder should have been in existence for the last 5 years.
- 3 The Bidder should have experience of Facility Management and Housekeeping services at any commercial Bank, Big Malls, Hotels, Commercial complexes with at least One (1) work order for Annual Maintenance Contract of Rs.38,00,000/- or Two (2) work orders for Annual Maintenance Contract of Rs.28,00,000/- each or Three(3) work orders for Annual Maintenance Contract of Rs.19,00,000/- each.
- 4 The average Annual Turnover of the Bidder during last 3 years (FY 2014-15, FY 2015-16, FY 2016-17) should be at least Rs. 14.00 Lakhs.
- 5 The bidder should be a profit making company/organization during last 3 years ending as on 31-03-2017 (FY 2014-15, FY 2015-16, FY 2016-17).
- 6 Certificates from two major clients that the Bidder's service was/has been satisfactory should be produced.

The Bidders should ensure and confirm that they have the entire mandatory compliance certificates/ registrations/ license under various applicable laws including labour laws applicable to Maharashtra.

Minimum wages payable to the worker to be engaged shall be strictly as per Central Labour Laws Only.

The Bidder should comply with various provisions of Contract Labour (R & A) Act 1970 and Central Rules 1971 and should enclose the copies of the following:

1. License from Labour Commissioner to employ contract labour under the Contract Labour Act.
2. Shops & Establishment Registration Certificate.
3. Proof of Premises: If owned property then Maintenance Bill, MTNL Telephone Bill, Property Tax Assessment Certificate or other case Leave & License Agreement.
4. Registration certificate under Employees Provident Act, with latest proof (challans to be attached)
5. Registration under Employees State Insurance Act, with latest proof (challans to be attached)
6. Latest Income tax clearance certificate and PAN Card of the Contractor to be enclosed
7. Service Tax registration with latest proof (challans to be attached)

8. Registration under GST and other applicable laws.
9. Registration Certificate with MLWF authority.
10. Registration Certificate (Employee) with Professional Tax Authority.
11. Copies of Balance Sheets for the past 3 years.
12. Annexures I to VI duly filled in and stamped (as per format given of page nos. 8 to 13).

The Bidders should have provided/been providing similar services in offices of Commercial Banks, Government /Public Sector/ Private organizations of repute/ large hotels, Commercial Complexes etc. The Bidders shall have good name, standing and professional reputation for performing similar job/ assignment. In addition they should not have defaulted in providing similar services with any establishments.

The bidder should enclose proof in support of all pre-qualification criteria while submitting the bid proposal. **Bidder not meeting the pre-qualification criteria and/or not submitting the proof for the eligibility will not be considered for further technical evaluation and bid shall be considered as Technically non-responsive.** IDBI Intech will not entertain any correspondence on this issue and its decision will be final.

**ANNEXURE-I**

Sr. No.	Information regarding	Details to be furnished by the Bidder
1	Name & Address of the firm	
2	PAN No.	
3	Type of organization & year of incorporation.	
4	Correspondence address with contact person, name, telephone number, mobile number, E-mail etc.	
5	Name & details of Directors/Partners/ Proprietor	
6	Company Profile with year of establishment	
7	Details of offices	
8	Whether registered with Registrar of Companies, if so, number & date	
9	Registration with tax authorities (with copies of 3 year Returns) 1. Income Tax No. 2. GST No. 3. Service Tax/VAT No.	
10	Names of the Bankers with address	1. 2. 3.
11	Details of Solvency Certificate submitted	



12	<p>Turnover of the bidding firm. Please provide the details for the last 3 years till March 31, 2017.</p> <p>(Certified copies of audited Balance Sheet and profit &amp; loss account statement to be enclosed )</p> <p>a) FY – 2014-15 b) FY – 2015-16 c) FY – 2016-17</p>	<p>Rs. _____ Rs. _____ Rs. _____</p>
13	<p>Profit made by the bidder during the last three financial years:</p> <p>a) FY – 2014-15 b) FY – 2015-16 c) FY – 2016-17</p>	<p>Rs. _____ Rs. _____ Rs. _____</p>
14	<p>Details of the works executed by the firm during last 3 Financial years (only those works to be mentioned which qualify the eligibility criteria) Copies of satisfactory work experience obtained from the employers to be enclosed</p>	Annexure II to be filled up
15	<p>Registration with Government /Public Sector Undertakings/ Banks</p>	Annexure III to be filled up
16	<p>Organizational set up and trained man power available (Enclose the chart)</p>	Annexure IV to be filled up
17	<p>Details of litigation / arbitration cases resulting from the contracts executed by your firm in the past or currently under execution</p>	Annexure V to be filled up
18	<p>Names along with address and telephone numbers of two organization for whom work was done in the past and who are in a position to certify the past performance of the bidding firm was satisfactory.</p>	Annexure VI to be filled up

Mandatory compliance certificates/registrations/license under various applicable laws including labour laws applicable to Maharashtra.		
	License from Labour Commissioner to employ contract labour under the Contract Labour Act.	
	Shops & Establishment Registration Certificate.	
	Proof of Premises: If owned property then Maintenance Bill, MTNL Telephone Bill, Property Tax Assessment Certificate or other case Leave & License Agreement.	
	Registration certificate under Employees Provident Act, with latest proof (challans to be attached)	
	Registration under Employees State Insurance Act, with latest proof (challans to be attached)	
	Latest Income tax clearance certificate and PAN Card of the Contractor to be enclosed	
	Service Tax registration with latest proof (challans to be attached)	
	Registration under Sales Tax Act/VAT	
	Registration under GST	
	Registration Certificate with MLWF authority. Registration Certificate (Employee) with Professional Tax Authority.	
	Copies of Balance Sheets for the past 3 years	
	Annexures I to VI duly filled in and stamped (as per format given on page nos. 9 to 13). Certificates from two major clients that the Bidder's service was/has been satisfactory, should be produced	
19	Other information bidder might like to give in support of the pre-qualification	

Signature of the authorized person & company seal.

**ANNEXURE-II****LIST OF HOUSE KEEPING SERVICES CONTRACTS  
EXECUTED DURING LAST 3 YEARS**

One (1) work order for Annual Maintenance Contract of Rs 38,00,000/-

Or

Two (2) work orders for Annual Maintenance Contract of Rs 28,00,000/-

Or

Three (3) work orders for Annual Maintenance Contract of Rs 19,00,000/-

Sr. No.	Name of the Client	Supervising Authority under whom work was carried out (Name & Designation)	Work order Ref. No. & date (enclose copies)	Contract period	Contract value (Rs. in Lakhs)	Copy of work order enclosed? (Yes/No)	Remarks

**ANNEXURE-III**

**Registration with Government /Public Sector Undertakings/ Banks for Carrying out Facility Management Services i.e. Central Labour Commissioner License, PF, ESI, etc.**

Sr. No.	Name	Nature of work	Value of work	Name of the Registration authority and Date of registration

**ANNEXURE-IV**

**Organizational set up and trained manpower available**

Sr. No.	Name	Qualification	Experience	Works done	Employed with your firm since	Any other information

**ANNEXURE-V**

**Details of litigation / arbitration cases resulting from the contracts executed by your firm in the past or currently under execution**

Year	Award for/ against applicant	Name of Client	Cause of litigation	Disputed amount	Actual awarded amount

**ANNEXURE-VI**

**Names along with address and telephone numbers of two organization for whom work done in the past and who are in a position to certify the past performance of your firm**

Sr. No	Name of the employer	Address	Telephone/Mobile No.	Fax/E-mail

**DECLARATION**

1. All the above information furnished by me /us here above is correct to the best of my/our knowledge and belief.
2. I/we have no objection if enquiries are made about the work listed by me /us as above/in the annexures.
3. I/we agree that the decision of IDBI Intech Ltd in selection of the Contractors will be final and binding on me/us.
4. I/we have read the instructions appended to the proforma and I/we understand that if any false information is detected at a later date, the empanelment/award of contract shall be cancelled at the discretion of IDBI Intech

Signature of the Bidder  
Name and designation  
Seal of the firm  
Place:-  
Date:-

## **INSTRUCTION FOR SUBMISSION OF TECHNICAL BID/PRICE BID**

1. Price bid of only those bidders who meet with eligibility criteria will be opened.
2. The scope of work covers providing Miscellaneous Services at IDBI Intech's office premises at Mumbai/Navi Mumbai.
3. The Bidder should submit their technical and price bids in two separate sealed covers as under:

**Envelop 1 (Technical Bid)** – Cost of Bid Document of Rs.1,000/- (Rupees One Thousand Only) and Earnest Money Deposit (EMD) of Rs.1,00,000/- (Rupees One Lakh only) in the form of **two separate** Demand Drafts (DD)/Banker's Cheques of Rs.1000/- and Rs.1,00,000/- respectively in favour of IDBI Intech Limited drawn on any scheduled bank to be deposited along with all documents supporting their eligibility.

**Envelop 2 (Price Bid)** - The amount shall be quoted as per pro forma given in the Price Bid. The pro forma should be duly signed & sealed by the Bidder. **The price bid received from only those bidders will be considered who have fulfilled the eligibility criteria.**

4. Each Bidder will have to download the RFP from the Intech's website which contain General Terms & Conditions, Scope of Work etc. The Bidder who's financial/Price Bid is accepted will have to enter into an agreement with the Intech as per proforma given.
5. The sealed cover, superscribed as 'Tender for .....

may be addressed to **Shri Manish Khot, IDBI Intech Ltd., CBD Belapur, Navi Mumbai - 400614**. The covers shall be dropped in the Tender Box placed on Ground Floor of IDBI Building, Navi Mumbai **on or before 15:30 on 27/03/2018**. IDBI Intech will not be responsible for any postal delay/loss/non receipt thereof. Bid received after the date & time specified above will be rejected. The bids shall be opened in the presence of the bidders who wish to be present on the same day at 16:00 hrs at IDBI Building, CBD Belapur Navi Mumbai.
6. **Bids received without Demand Drafts (DD)/Banker's Cheques in favour of IDBI Intech Limited drawn on any scheduled bank for the prescribed cost of Bid document and/or EMD amount shall summarily be rejected.**
7. **The bidder should enclose proof in support of all pre-qualification criteria while submitting the bid proposal. Bidder not meeting the pre-qualification criteria and/or not submitting the proof for their eligibility will not be considered for further technical evaluation and bid may be considered as Technically non-responsive. IDBI Intech will not entertain any correspondence on this issue and Intech's decision will be final.**
8. The EMD of unsuccessful bidders shall be returned within three months from the last date for submission of the bids or a time as decided by IDBI Intech. However, EMD of successful bidder whose tender has been accepted by IDBI Intech shall be adjusted towards Security Deposit. The successful bidder has to deposit balance amount of **Security deposit worked @ 5% of gross quoted value of the contract** for the year after adjusting the said EMD or Bank Guarantee for the amount equal to amount of aforesaid security deposit from any scheduled bank in the format acceptable to IDBI Intech. The Security Deposit shall not bear any interest

and such amount shall be forfeited in the event of any invasion, refusal or delay on the part of the successful bidder to sign and execute the agreement for commencement of contract in case their bid is accepted and any sort of non-compliance with the terms of services agreed upon.

9. The Bidders shall submit their offers strictly in accordance with the terms and conditions of the Bid document. Any Bid that stipulates conditions contrary to the conditions given in the Bid document is liable for rejection.
10. The Bid amount is to be inserted in words as well as in figures in the space provided and in case of discrepancies between prices written in words and prices written in figures, the prices written in words shall be considered correct. The correction and or overwriting, made in the tender documents/price bids if not authenticated, will be liable for rejection.
11. The rates quoted in the Bid shall be inclusive of all applicable taxes and duties such as Goods & Services Tax (GST), Turnover Tax and Work Contract Tax and any other taxes applicable. Further rates shall be inclusive of labour charges, uniform for labour, scaffolding, insurance premium covering any risk to labour etc.
12. The Tender/Price Bids are not transferable.
13. Time is the essence of the contract and the works must be started within 15 days from the date of issue of work order. Any Bidder who disagrees with the time schedule and stipulates a longer period is liable to be rejected.
14. Access to inspect the site will be given with prior appointment upto one day prior to the last date of submission of the tender.
15. The Bid shall be signed by a person or person so authorized by the Bidder. In case, the Bidder is a Company, the officer so authorized by the Company with its seal duly affixed shall sign the Bid supported by a board resolution.
16. The Bid shall contain address, Tel. No. & Fax No. for serving notices required to be served to the Bidder in connection with the Bid.
17. The Bid Form and the documents attached to it shall not be detached and no alteration or mutilation (other than filling in all the blank spaces) shall be made in any of the documents attached hereto. Any alterations or changes to the entries in the attached documents shall be made by a separate covering letter otherwise it shall not be entertained.
18. Bidders are requested to visit the site and also carefully examine the Bid Documents, condition of contract, specifications, schedules and the frequency of work. In case there should be or appears to be any ambiguity in or discrepancy between any of the document, they should immediately refer the matter to IDBI Intech for clarification.
19. IDBI Intech will not be responsible and will not pay for expenses, which may have been incurred, or losses to person or property suffered by any Bidder in connection with visits to inspect the site and in the preparation of Bid for submission.

20. The Bidder (whether he submits the Bid or not) shall treat the details of the document as secret and confidential and shall not share or part with third party without prior written consent of IDBI Intech.
21. IDBI Intech reserves the right to adjust arithmetical or other errors in any Bid in the way that it considers suitable. Any adjustments so made by IDBI Intech shall be stated to the Bidders.
22. IDBI Intech does not bind itself to accept the lowest or any Bid and has the right to accept or reject any Bid without assigning any reason. IDBI Intech's decision in this regard will be final, conclusive and binding on the Bidders.
23. No conditions in addition to the conditions stipulated in the Bid document will be acceptable.

I /We have read the above terms & conditions.

Date

Signature and seal of Bidder



## Scope of Work

IDBI Intech is having offices at Mumbai/Navi Mumbai. IDBI Bank has allotted space in these offices to Intech wherein miscellaneous services are required. The total area where the said services are to be provided is approx. 62,000 sq. ft. details of which are mentioned below.

### A: SCOPE OF WORK

Locations*	Belapur premises	IDBI Tower, BKC
<b>Area</b>	55,000 sq. ft.	7,000 sq. ft.
<b>Scope of Work</b>	<p>a. Messenger Service (Messenger) between CBD Belapur, IDBI Tower (Cuffe Parade), Bandra-Kurla Complex, CPU (Andheri), IDBI Bank offices and other places in Mumbai, Navi Mumbai and its nearby areas to carry and deliver Data Backup tapes, small IT equipments and other Office documents pertaining to IDBI Intech related work. Messengers will be provided first class local railway pass connecting all these places. Taxi/Auto fare will be paid from the nearest station to the offices of IDBI Intech Ltd./IDBI Bank or vendor's premises on actual basis.</p> <p>b. Office work at Intech's offices like Shifting of PCs, furnitures, etc. within premises (as and when required), photocopying of office documents, filing/binding of office documents/papers and carrying and delivering of files within the premises.</p> <p>c. Filling and serving of water in bottles to the management employees seated in the cabin as and when required.</p> <p>d. Serving tea / coffee to the management seated in the cabin as and when required.</p> <p>e. Collecting and cleaning/washing of all used cups.</p> <p>f. Serving Tea/Coffee, snacks to the guests, vendors and officials as and when required.</p> <p>g. Any other service assigned to them from time to time by IDBI Intech.</p> <p>The vendor should deploy his personnel for the above mentioned services at each location as per the below mentioned timelines:</p> <p>9.30 AM to 7.00 PM at CBD Belapur, Navi Mumbai            9.30 AM to 7.00 PM at BKC, Mumbai            7.00 AM to 11.00 PM at Data Center, Belapur</p> <p><b>(Note:</b> List of offices given above is not exhaustive in nature and there is a possibility of relocation/addition of premises with in Mumbai/Navi Mumbai Area. In such cases, Vendor shall have to provide services at those places also. The vendor's personnel will be deployed on shift timing basis. Timings may get extended if required.)</p>	

**Note:**

- i. Manpower is required for providing the said services at the above mentioned locations consisting of a total area of 62,000 sq. ft. However, the manpower strength may increase or decrease in future which will be intimated in advance.
- ii. Agency will have to keep minimum staff on all days to carryout Miscellaneous works at any of the floors of any of the Buildings as specified above, which are part of daily routine works.
- iii. Successful Bidder to ensure that the Salary to be paid to his personnel deployed at our aforesaid locations, should be as per the prevailing Minimum Wages Act. and is included in the amount quoted.
- iv. Successful Bidder to ensure that the Overtime to be paid to his personnel deployed at our aforesaid locations, should be as per the prevailing Minimum Wages Act. and is included in the amount quoted.
- v. The selected vendor shall provide ID cards to his staff as per the Contract Labour Act.
- vi. The selected vendor shall issue appointment letter to each employee deployed at Intech's offices.
- vii. The selected vendor shall submit the copy of Police verification/NOC of its employees deployed at IDBI Intech's offices at the time of signing of the agreement.
- viii. The Bidder shall ensure quality work in a planned and time bound manner. The deployment of manpower for carrying out miscellaneous work shall be to the satisfaction of IDBI Intech's staff/officer supervising the work. Whenever the quality of the Miscellaneous work rendered is found to be below standard, IDBI Intech at its own discretion will impose penalties and recover/adjust the amount from the monthly bill/Security Deposit.
- ix. Periodical DR drills are organized generally once in 3 months at CBD Belapur/Data Center office for 2-3 days during which period 2-3 miscellaneous service perons will be required to be present whole night and if DR drill schedule falls on public holidays then they will be required during day time also.
- x. In case of other major activity at Belapur/Data Centre (generally 3-4 activities in a month varying from 1 to 3 days), the successful bidder's service personnel will be required (generally 2-3 persons) to be present as and when required (during night also).
- xi. In case of any other exigencies at any of the offices, miscellaneous service personnel will be required to be present as and when required.
- xii. The no. of days required for DR drill and major activities mentioned above are tentative only, it might vary (increase or decrease) based on actual requirement.

## **GENERAL TERMS AND CONDITIONS OF TECHNICAL BID**

1. The Successful Bidder shall attend to all emergency calls relating to assigned works promptly and in time bound manner.
2. The Successful Bidder also will have to work in close coordination with IDBI Intech's Officials at Intech's Office Premise at Mumbai/ Navi Mumbai. Intech's Official may modify working schedule/time as per the convenience of IDBI Intech, if required.
3. The date of commencement shall be the date on which work is actually taken up at site.
4. The Successful Bidder shall be responsible for the safety and security of all the internal items such as furniture, equipment, fixtures etc. In case of any damage or loss, IDBI Intech will recover the cost of such damage or loss from Successful Bidder's Security Deposit/ Monthly bills.
5. **The miscellaneous services supervisor shall maintain daily log sheets for the work and produce the same along with the bills every month while claiming the payment for the contract.**
6. **Successful Bidder's Employees**
  - (i) **For** the purpose of this Miscellaneous Services contract, the Successful Bidder shall deploy sufficient personnel or all types of Miscellaneous services for IDBI Intech's Office premises at Mumbai/Navi Mumbai to carry out the works strictly as per stipulated frequency/time mentioned in the scope of work earlier.
  - (ii) **The** personnel deployed shall be of sound health and moral character, well behaved, obedient, experienced and skillful in their tasks. The Successful Bidder should provide necessary uniform to their staff at their own cost. The cost of Identity Cards to the staff shall also be borne by the Successful Bidder. The personnel employed by the Successful Bidder shall compulsorily wear uniform prescribed by IDBI Intech while on duty and shall always carry his / her Identity Card.
  - (iii) **The** Successful Bidder shall be responsible for the payment of wages / dues to its employees. All liabilities arising out of violation of any local and Central Laws shall be the responsibility of the Successful Bidder without encroaching upon the rights and liabilities upon the IDBI Intech in any manner.
  - (iv) **The** Successful Bidder shall furnish a detailed duty chart of the employees to be deployed by him for various works enumerated in the scope of work and the same shall be approved by IDBI Intech at the beginning of the contract and shall maintain the same for every month thereafter. The Successful Bidder shall not make any changes in duty chart without prior permission from IDBI

Intech during currency of contract. If the works are not completed as per schedule, deductions/penalties will be levied at the discretion of IDBI Intech.

- (v) **The** workmen of the Successful Bidder should be conversant in Local Language/Hindi. The Supervisor of the Successful Bidder shall have full control over the employees engaged by the Successful Bidder. It shall be his duty to give necessary guidance and directions to the workmen to carry out the jobs assigned to them effectively. The Successful Bidder may rotate their staff at least once in six months with equally trained and experienced people.
- (vi) **The** Successful Bidder should take all precautionary measures to ensure the safety of the workmen employed by him and IDBI Intech shall not be responsible in case of any eventuality.
- (vii) **Depending** upon the exigencies and the requirements of IDBI Intech, the working hours and days of the workmen engaged by the Successful Bidder will be suitably adjusted.
- viii) **In case** of absenteeism of the personal engaged on any day, the Successful bidder shall provide the replacement. However, if no replacement is provided, IDBI Intech reserves the right to deploy any other person to get the work done and the amount will be deducted as penalty under such an event for non completion of each/frequency of service.
- (viii) **The** work shall be carried out in the manner complying in all respects with the requirements of relevant byelaws of the local body under the jurisdiction of which the work is to be executed or as directed by IDBI Intech and nothing extra shall be paid on this account.
- (ix) **IDBI** Intech reserves the right to reject any particular workmen/staff placed/employed under the contract with IDBI Intech without assigning any reason. In case, Successful Bidder fails to take action against the defaulter, IDBI Intech reserves the right to take suitable/legal action against the Successful Bidder and the workmen staff concerned.
- (x) **As** the agreement entered with Successful Bidder is service agreement and the Successful Bidder shall at all times indemnify IDBI Intech against all claims which may be made under the Workmen's Compensation Act or rules there under or under any law or rules of compensation payable under any consequences.
- (xi) **Successful** Bidder shall be solely responsible for accommodation, remuneration, omissions / commissions of personnel deployed at the IDBI Intech's Office.
- (xii) **In case** of theft of any material taking place from the office due to the negligence on the part of the personnel deployed by the Successful Bidder, amount for loss/theft will be recovered from the Successful Bidder while settling the monthly bills/ service bill.

- (xiii) **Permanent** addresses of all staff members along with references about their conduct from two persons residing in his/her area of living shall be produced by the Successful Bidder to IDBI Intech, before deployment so as to enable IDBI Intech to locate them as and when required.
- (xiv) **The** Successful Bidder shall carryout his work so as not to interfere with or cause hindrance to the Officer & staff at IDBI Intech's Offices. Utmost care shall be taken to keep the noise level to the minimum so that no disturbance as far as possible is caused to the officers & staff in IDBI Intech's offices.
- (xv) **The** contract for Miscellaneous Services would be for a period of 1 year as per the quoted rates from the date of acceptance of the price bid. Further, the contract may be extended and renewed for consecutive three years (for each year separately) at the discretion of IDBI Intech subject to following:
- a) Satisfactory performance by the Successful Bidder during previous year.
  - b) Same terms and conditions upon renewal of License by the Successful Bidder on or before expiry of the License granted by the Appropriate Authority under the Contract Labour (Regulation and Abolition) Act, 1970.
  - c) There shall be no escalation in cost during the currency of the contract.

#### **7. Successful Bidders Responsibility-Licenses and Registrations**

- a. **The** Successful Bidder should possess the requisite license under Contract Labour (R&A) Act issued by the Central Labour Commissioner for running the establishment at its own cost. IDBI Intech shall not be responsible in any way for any breach by the Successful Bidder of the rules and regulations governing the running of such establishments. The Successful Bidder shall register with the Registrar of concerned Central Labour Commissioner, Government of India (Ministry of Labour). Successful Bidder shall follow all rules and regulations and other Statutory Acts/Regulations relevant to this contract including Works Contract Act, Minimum Wages Act, Provident Fund Act, ESIC etc. Successful Bidder shall indemnify IDBI Intech as principal employer against risks and damages arising out of the default on the part of Bidder due to negligence or non-compliance of any of the aforesaid rules, regulations etc. laid down by the Government of India/Government of Maharashtra and other Statutory authorities from time to time. In case of fresh notification issued by the Government relating to Section 10 of CL(R&A) 1970, the contract would be discontinued forthwith and no compensation will be payable to the Successful Bidder.

- b. **The Successful Bidder** must comply with all the legal direction and orders of the central /local / public authority or municipality and abide by their rules and regulations and pay all fees and charges for which they may be liable.
- c. **Successful Bidder** shall, without fail, cover all the men deployed by him on this work with all risk policy, workmen compensation insurance and comprehensive third party insurance etc. and copy of the same will have to be submitted to IDBI Intech before taking up the work. The Successful Bidder shall arrange and pay for the policy under the Public Liability Insurance Act, 1991. The Successful Bidder shall obtain adequate Insurance Policy in respect of his workmen engaged for the service toward meeting the liability of compensation arising out of death, injury/ disablement at work etc. and shall regularly and punctually pay each and every premium as and when the same shall become due during the currency of these presents. Besides, the Successful Bidder shall comply with all relevant labour laws as applicable to the area as existing or as may be mentioned during the contract period and shall indemnify IDBI Intech against all acts of omissions, fault, breaches and or any claim or demand, loss injury and expenses to which IDBI Intech may be party or involved as a result of the Successful Bidders failure to comply the obligations under the relevant act/ law which the Successful Bidder is to follow.
- d. **The** payment to the workers engaged by the Successful Bidder should be in conformity with the provisions of the Minimum Wages Act as per norms laid down by Central Labour Commissioner (Ministry Of Labour, Government of India) and paid at the frequency laid under the law. The payments should be effected on monthly basis.
- e. **The Successful Bidder and his workmen should note that this is purely a contract work and that the workmen/employees, employed by him are carrying out an annual contract and it does not entail them to seek employment / job opportunity for him or his workers in IDBI Intech at any point of time.**

#### **8. Tenancy rights**

Nothing herein contained shall be construed to create any tenancy in Successful Bidder's favour of the Premises at the IDBI Intech Offices and other service areas at IDBI Intech. On termination of this Miscellaneous Services contract, IDBI Intech can re-enter and retake possession of the office Premises serviced by the Successful Bidder under this contract. The Successful Bidder shall not assign or transfer howsoever the benefit or burden of the Miscellaneous Services contract to any person or concern, Workers/ labourers.

**9. Delay in the successful Bidder's performance:** Performance of the Contract shall be made by the successful Bidder strictly in accordance with the time schedule specified by IDBI Intech. Time is the essence of Contract. Any delay by the successful Bidder in the performance of its contractual obligations, which IDBI Intech in its sole discretion may adjudge, shall render the successful Bidder liable to any or all the following sanctions:

- i. Forfeiture of its EMD/Security Deposit/performance guarantee/performance security and/or
- ii. Termination of the Contract for default

If, at any time during performance of the Contract, the successful Bidder encounters conditions impeding timely completion of the service(s) under the Contract and performance of service(s), the successful Bidder shall promptly notify IDBI Intech in writing of the fact of the delay, its likely duration and its causes. As soon as practicable after receipt of the successful Bidder notice, IDBI Intech shall evaluate the situation and may at its sole discretion extend the successful Bidder time for performance, in which case, the extension shall be ratified by the Parties by amendment of the Contract.

**10. Standard of Performance**

The successful Bidder shall perform the service(s) and carry out its obligations under the Contract/ this Tender with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in industry and with professional engineering standards recognized by the international professional bodies. The successful Bidder shall safeguard IDBI Intech's legitimate interests in any dealing with third parties.

**11.** The successful Bidder shall execute and furnish to IDBI Intech, a deed of indemnity in favour of IDBI Intech in a form and manner, as given in Annexure-I, indemnifying IDBI Intech its directors, employees, agents, its affiliates, subsidiaries, successors, assigns and representatives from and against any costs, loss, damages, expense, claims, litigations, suits, actions, judgments, and or otherwise including but not limited to those from third parties or liabilities of any kind howsoever suffered, arising out of or incurred inter alia during and after the Contract period. The provisions under this clause shall survive the termination of the Contract.

**12.** The Service(s) of the successful Bidder herein shall not be construed as any agency of IDBI Intech and there shall be no principal agency relationship between IDBI Intech and the successful Bidder in this regard.

**13. No Set-off, counter-claim and cross claims:**

In case the successful Bidder has any other business relationship with IDBI Intech, no right of set-off, counter-claim and cross-claim and /or otherwise will be available to the successful Bidder. However, IDBI Intech shall have such rights against the successful Bidder.

**14. Representations and Warranties:**

In order to induce IDBI Intech to enter into the Contract, the Successful Bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- a) That the Successful Bidder is an individual/ sole proprietorship firm/ partnership firm/company which has the requisite qualifications, skills, experience and expertise in providing the service(s), the technical know-how and the financial wherewithal, the power and the authority to enter into the Contract and provide the service(s) sought by IDBI Intech.
- b) That the Successful Bidder is not involved in any major litigation and no litigation or investigation is threatened against the Successful Bidder. That the existing or threatened litigations or investigations do not have an impact of affecting or compromising the performance and delivery of service(s) under the Contract.
- c) That the representations made by the Successful Bidder in its Bid are and shall continue to remain true and fulfil all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract and this Tender and unless IDBI Intech specifies to the contrary, the Successful Bidder shall be bound by all the terms of the Bid. The Successful Bidder has not suppressed any information, which is within the knowledge of the Successful Bidder.
- d) That the Successful Bidder meets the requisite eligibility criteria as set out hereinabove and has the requisite professional skills, personnel and resources/authorizations that are necessary for providing / rendering all such service(s) as are necessary to perform its obligations under the Bid and this Contract.
- e) That all the representations and warranties as have been made by the Successful Bidder with respect to its Bid and the Contract, are true and accurate, and shall continue to remain true and accurate through the term of the Contract.
- f) That the execution of the service(s) herein is and shall be strictly in accordance and in compliance with all applicable laws, as amended from time to time, the regulatory framework governing the same and the good industry practice.
- g) That there are – (a) no legal proceedings pending or threatened against Successful Bidder or any sub Successful Bidder/third party or its team which adversely affect/may affect performance under the Contract; and (b) no inquiries or investigations have been threatened, commenced or pending against the Successful Bidder or any sub-Bidder / third party or its team members by any statutory



or regulatory or investigative agencies.

- h) That the Successful Bidder has the corporate power to execute, deliver and perform the terms and provisions of the Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.
- i) That all the conditions precedent under the Contract has been complied.
- j) That neither the execution and delivery by the Successful Bidder of the Contract nor the Successful Bidder's compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any applicable laws or any order, writ, injunction or decree of any court or governmental authority binding on the Successful Bidder (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions, provisions or stipulations of, or constitute a default under any agreement, contract or instrument to which the Successful Bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Constitutional Documents (if applicable) of the Successful Bidder.
- k) That the Successful Bidder certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Successful Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made by him/her/it.
- l) That the Successful Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of IDBI Intech, which may directly or indirectly have a bearing on the Contract or service(s).

**15. Relationship between the Parties:**

Nothing in the Contract constitutes any fiduciary relationship between IDBI Intech and successful Bidder/its team or any relationship of employer - employee, principal and agent, or partnership, between IDBI Intech and the successful Bidder.

No Party has any authority to bind the other Party in any manner whatsoever, except as agreed under the terms of the Contract.

IDBI Intech has no obligation to the successful Bidder's except as agreed under the terms of the Contract.

All employees/personnel/ representatives/agents etc., engaged by the successful Bidder for performing its obligations under the Contract/Tender shall be in sole employment of the successful Bidder and the successful Bidder shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall IDBI Intech be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury / death / termination) of any nature to the employees/personnel/representatives/agent etc. of the successful Bidder.

The successful Bidder shall disclose to IDBI Intech in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the successful Bidder or its team/agents/representatives/personnel etc.) in the course of performing the service(s) as soon as practical after it becomes aware of that conflict.

The successful Bidder shall not make or permit to be made a public announcement or media release about any aspect of the Contract unless IDBI Intech first gives the successful Bidder its prior written consent.

#### **16. No Assignment**

The Contract cannot be transferred or assigned by the successful Bidder without the prior written approval of IDBI Intech.

#### **17. Entire Contract**

The terms and conditions laid down in this Tender/the Contract and all Annexure thereto shall be read in consonance with and form an integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

#### **18. Termination of the Contract**

- (i) IDBI Intech may terminate the contract by issuing **one month** notice to the Successful Bidder without showing any reason whatsoever. In the event of instances of unsatisfactory service, gross misbehaviour, theft, burglary, moral turpitude, misuse of the Office premises etc. by the Successful Bidder or by any staff of the Successful Bidder, IDBI Intech may forthwith/instantly terminate this contract without any previous notice or showing any reason whatsoever to the Successful Bidder and the Successful Bidder shall have no claim whatsoever against IDBI Intech or any of its employees in consequence of such termination. The Security Deposit kept with IDBI Intech will automatically stand forfeited under such circumstances without any further correspondence/intimation in the matter.
- (ii) The Successful Bidder may terminate the contract by issuing **three months** notice to IDBI Intech with proper reasoning being provided to IDBI Intech.
- (iii) On the termination of the contract, the Successful Bidder & its employees/workmen shall peacefully vacate the premises of IDBI Intech's Offices at Mumbai/Navi Mumbai, handover to IDBI Intech all articles, equipment, furniture and other fixtures belonging to IDBI Intech and other material entrusted in its custody and shall remove all its stores and effects, if any, immediately. In case of default IDBI Intech shall be entitled to enter into and take possession of the IDBI Intech's Office Premises and lock up the same or remove its stores or their effects wherever lying and to dispose of the same by sale or otherwise without being liable for any damage. Failure to exercise

the IDBI Intech's rights, any omission on the part of IDBI Intech at any time to exercise any of its rights under the terms of the Miscellaneous Services contract shall in no way impair or effect to the validity of the terms and the rights of IDBI Intech to enforce its rights at any time subsequently.

(iv) Consequences of Termination:

- a. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], IDBI Intech shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the Service(s) which the successful Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor of successful Bidder to take over the obligations of the erstwhile successful Bidder in relation to the execution/continued execution of the scope of the Contract.
- b. In the event of termination of the Contract due to efflux of time where the term is not extended by IDBI Intech, the successful Bidder shall be obliged to provide all such assistance to the next successor Successful Bidder or any other person as may be required and as IDBI Intech may specify including training, where the successor(s) is a representative/personnel of IDBI Intech, to enable the successor to provide adequately the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.
- c. Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the successful Bidder or due to the fact that the survival of the successful Bidder as an independent corporate entity is threatened/has ceased, IDBI Intech shall pay the successful Bidder for that part of the Service(s) which have been authorized by IDBI Intech and satisfactorily performed by the successful Bidder up to the date of termination. Without prejudice to any other rights, IDBI Intech may retain such amounts from the payment due and payable by IDBI Intech to the successful Bidder as may be required to offset any losses caused to IDBI Intech as a result of any act/omissions of the successful Bidder. In case of any loss or damage due to default on the part of the successful Bidder in performing service(s) or any failure to perform any of its obligations under the Contract, the successful Bidder shall compensate IDBI Intech for any such loss, damages or other costs, incurred by IDBI Intech. Additionally, the sub Bidder (if any) other members of its team shall continue to perform all its obligations and responsibilities under the Contract in an identical manner as were being performed hitherto before in order to execute an effective transition and to maintain business continuity. All permitted third parties shall continue to perform all / any functions as stipulated by IDBI Intech and as may be proper and necessary to execute the Service(s) under the Contract in terms of the successful Bidder's bid and the Contract.
- d. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

- e. In the event of termination of this Contract for any reason whatsoever, IDBI Intech shall have the right to publicize such termination to caution the customers/public from dealing with the successful Bidder.

### **19. Settlement of Bills:**

IDBI Intech will fix the lowest rate on the basis of competitive bidding and enter into service agreement with the vendor who quoted the lowest and release monthly payment to the vendor after completion of Miscellaneous Services work satisfactorily based on rates quoted for each of the year separately at the time of tender for IDBI Intech's Offices at Mumbai/ Navi Mumbai.

The rate quoted per month is inclusive of all the types of services and their frequencies (i.e. irrespective of types of services and their frequencies which may be daily/monthly/Quarterly/etc.). No separate payment will be made for any type of the services and frequencies indicated in scope of work. Successful Bidder has to take into account of all these services while quoting his rates considered for the purpose of billing, which shall also include all statutory taxes, minimum wages, transportation, insurance, cleaning material, profit & overheads etc.

The Miscellaneous Services supervisor shall maintain daily log sheets/periodical log sheets as per scope of work & frequencies and produce the same along with the bills every month while claiming the payment for the contract.

The Successful Bidder shall submit the bills for every month separately. The payments shall be made, subject to production of copies of PF, ESIC, GST paid challans for processing the bill of next month, within 30 days from the date of submission of the bills, subject to the bill being in order.

While making such payment IDBI Intech shall make the following deductions.

- i) Income-tax or any other tax deduction at source as per the Government rules.
- ii) The amount equivalent to any damages/loss etc. caused to IDBI Intech by the workmen/employees of the Successful Bidder.
- iii) Any other charges, penalties and other deduction etc.
- iv) IDBI Intech reserves right to correct arithmetical errors or other errors in the matter in which IDBI Intech consider suitable and deem fit. This adjustment shall be acceptable to and binding upon the Successful Bidder.

### **20. Dispute resolution**

IDBI Intech and the successful Bidder shall use their best efforts to settle amicably all disputes arising out of or in connection with the Contract in the following manner:

- a. The Party raising the dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within [30] (Thirty) days of receipt of the notice.

- b. The matter will be referred for negotiation between MD & CEO, Intech or any other officer designated by him of IDBI Intech and Authorized representative of the successful Bidder. The matter shall then be resolved by them and the agreed course of action documented within a further period of **[90] (Ninety)** days.

The Parties agree that any dispute between the Parties, which cannot be settled by negotiation in the manner, described above, may be resolved exclusively by arbitration. Arbitration shall be held in Mumbai, India and conducted in accordance with the provision of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. IDBI Intech shall appoint sole arbitrator and decision of such arbitrator shall be binding on the parties. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Mumbai alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either Party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

The successful Bidder shall not be entitled to suspend the service(s) or the completion of the job, pending resolution of any disputes between the Parties and shall continue, at the sole discretion of IDBI Intech, to render the service(s) in accordance with the provisions of the Contract notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

The provision under this section shall survive the Contract.

## **21. Security Deposit**

EMD of successful bidder (L1) will be adjusted towards Security Deposit. The amount of Security Deposit to be made will be worked out at **@ 5% of the annual contract value** till completion of contract period (1 years) or they can also furnish Bank Guarantee for the said amount together, which shall be acceptable to IDBI Intech and shall have validity till completion of contract period (i.e. 1 years). In case the Successful Bidder fails to complete the contractual obligations as per the tender or leaves the job half way or does not undertake the jobs at site within stipulated period, IDBI Intech shall forfeit the Security Deposit/BG. The Security Deposit collected by IDBI Intech shall not carry any interest. Also, in case of damage or loss to any article or equipment of furniture and fixture on account of negligence other than normal wear and tear or loss incurred by IDBI Intech by any other reason, IDBI Intech shall recover the reasonable amount out of the security deposit to recover the loss sustained.

## 22. 'NO CLAIM' Certificate

The successful Bidder shall not be entitled to make any claim, whatsoever, against IDBI Intech, under or by virtue of or arising out of, the Contract, nor shall IDBI Intech entertain or consider any such claim, if made by the successful Bidder after he has signed a 'No Claim' Certificate in favour of IDBI Intech in such forms as shall be required by IDBI Intech after the delivery/ performance of service(s) are finally accepted.

## 23. Governing Law

The Contract and any non-contractual obligations arising out of or in connection with the Contract shall be governed by the laws of Republic of India.

## 24. Jurisdiction of Courts

The courts at **Mumbai** shall have exclusive jurisdiction to determine any proceeding in relation to the Contract/this Tender.

## 25. DOCUMENTS TO BE ENCLOSED WITH TECHNICAL BID

1. Two Separate Demand Drafts (DD)/Banker's Cheques from any scheduled Bank towards cost of Bid document and Earnest Money Deposit (EMD) respectively.
2. Shops & Establishment Registration Certificate.
3. Proof of Premises: If owned property then Maintenance Bill, MTNL Telephone Bill, Property Tax Assessment Certificate or other case Leave & License Agreement.
4. License from Labour Commissioner to employ contract labour under the Contract Labour Act.
5. Registration certificate under Employees Provident Fund Act (challans to be attached)
6. Registration under Employees State Insurance Act, (challans to be attached)
7. Copy of Latest Income tax clearance certificate and PAN Card of the Successful Bidder
8. Service Tax Registration with latest proof (challans to be attached)
9. Registration Certificate with MLWF authority.
10. Registration Certificate (Employee) with Professional Tax Authority.
11. Registration under Sales Tax Act/VAT/GST
12. Copies of Balance Sheets for the past 3 years
13. Annexures I to VI duly filled in and stamped (as per format given of page nos. 9 to 13).
14. Certificates from two major clients that the Bidder's service was/has been satisfactory should be produced.

\* \* \* \* \*

## AGREEMENT

THIS AGREEMENT made at Mumbai on \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ BETWEEN **IDBI Intech Limited**, a Company registered under the Companies Act, 1956 (1 of 1956) and having its registered office at IDBI Building, Plot No. 39-41, Sector-11, CBD Belapur, Navi Mumbai 400614, in the State of Maharashtra (hereinafter referred to as “IDBI Intech”), which expression shall, unless repugnant to the context, mean and include its successors and assigns, of the One Part and

M/s. \_\_\_\_\_, \_\_\_\_\_, (hereinafter called “The Successful Bidder”) which expression shall unless repugnant to the context or to the meaning thereof be deemed to include their heirs, executors, administrators, successors and permitted assigns) of the OTHER PART.

IDBI Intech and the Successful Bidder are hereinafter collectively referred to as "Parties" and individually as Party-

WHEREAS the Successful Bidder has approached IDBI Intech and expressed and represented that they are having expertise in undertaking job contract for performing the job of **Miscellaneous Services** and other incidental and related jobs in respect of the concerned industry hereinafter referred as “Said Job/the services(s)”.

AND WHEREAS IDBI Intech relying upon the representations and warranties made by the Successful Bidder has accepted its Bid for rendering the Said Job/the service(s), which requires specialized and incidental services, which can be provided by an expert like the Successful Bidder for the sum of Rs. [ ] (*Contract Price in Words and Figures*) (hereinafter called “**the Contract Price**”) and awarded the Contract of **Miscellaneous Services** at its Mumbai/Navi Mumbai offices on the terms and conditions hereinafter appearing.

NOW, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

In this Agreement words and expressions not specifically defined shall have the same meanings as are respectively assigned to them in the Tender.

The Tender together with all Annexure, Schedules and Forms of Tender amended from time to time and this Agreement, and the other related documents shall be deemed to form and be read and construed as part of these presents. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

In consideration of the payment of the Contract Price in accordance and subject to terms and conditions contained in Tender by IDBI Intech to the Successful Bidder, the Successful Bidder hereby agrees and

covenants with IDBI Intech to provide/render/deliver Said Job/the service(s) and to remedy defects, if any therein, strictly in conformity in all respects with the provisions of the Contract.

IDBI Intech hereby agrees and covenants to pay the Successful Bidder in consideration of the Job/service(s) and the remedying of defects, if any therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

It is hereby agreed by and between the parties as under:-

1. The Successful Bidder agrees and undertakes to carry on all the jobs as per Annexure 'A'.

**1A) The Successful Bidder at all times will ensure the following:**

- a) The personnel deputed at the work premises have adequate knowledge and experiences of the work involved, and are punctual and disciplined in all manners.
- b) The person deputed by the Successful Bidder should not suffer from any infectious disease and should be able-bodied person.
- c) Replacement of personnel.
- d) Adequate provision of reliever.
- e) All personnel while on duty carry identity card provided by the Successful Bidder.
- f) Compliance of all the Laws, Rules and Regulations applicable.
- g) Obtaining of permission or license from Competent Authorities, if and where applicable.
- h) Implementation of various functions listed under the title 'Scope of Services' with proper supervision.
- i) To permit IDBI Intech to hold or deduct the amount from bill for non-performance or part performance or failure to discharge obligations under this Agreement.
- j) Peaceful removal of personnel on expiry of contract with IDBI Intech or on termination of the Contract and handing over the charge.
- k) To ensure that all his personnel report for duty only in full uniform.
- l) To ensure that none of his personnel report for duty in drunken state or consume drugs, prohibited substances, smoke, etc., while on duty.



- m) To ensure that his personnel are courteous towards staff and officers of IDBI Intech, its Customers, visitors and guests at all times.

#### **1B) NUMERICAL STRENGTH OF PERSONNEL**

1. IDBI Intech is having offices at Mumbai/Navi Mumbai. IDBI Bank has allotted space in these offices to Intech wherein miscellaneous services are required. The total area where the said services are to be provided is approx. 62,000 sq. ft. (Belapur – 55,000 sq. ft. & BKC – 7,000 sq. ft.).
2. Agency will have to keep minimum staff on all days to carryout Miscellaneous works at any of the floors of any of the Buildings as specified above, which are part of daily routine works.
3. For carrying out the said jobs the Successful Bidder will be paid by IDBI Intech charges, the details of which are as shown in Price Bid (Annexure 'B'). The Successful Bidder shall ensure that the workers deployed to Intech are paid on the 7<sup>th</sup> of the succeeding month.
4. The Successful Bidder shall comply with the provisions of all Labour Laws, which are applicable to 'the Successful Bidder' or its employees and shall be solely responsible for liabilities arising out of such compliance, non-compliance or implementation or non-implementation. The Successful Bidder will furnish proof of compliance of all Labour laws requirements including obtaining licenses, filing of monthly/quarterly and annual returns and any other statutory requirement within 15 days from the due date and furnish calculations and proof of payments made to all government/Statutory Authorities under PF, ESIC, Labour Welfare Fund Act, Payment of Bonus Act, etc. within 10 days of the statutory time limit allowed under the respective Acts.
5. The Successful Bidder shall indemnify IDBI Intech from all liabilities arising out of any payment made by IDBI Intech to Government (Central/State, Semi-Government) statutory authority or any payment made under any statute/notification of the Government (Central/State) or statutory authority in respect of its employees or in respect of any claims made by the Successful Bidder's employees against IDBI Intech. The Successful Bidder shall also indemnify IDBI Intech from all liabilities arising out of poor/unsatisfactory performance of its employees made by the clients on IDBI Intech.
6. It is clearly understood that the Successful Bidder's employees shall not have any employee-employer or master-servant relationship with IDBI Intech.
7. The Successful Bidder shall be responsible for all acts done by the Workmen / Employee engaged by him and for maintenance of proper discipline by his workmen / employee at the office premises of IDBI Intech. The Successful Bidder shall also be responsible for maintenance or proper records as required under the provisions of various Labour Laws applicable to the Successful Bidder and contract employees.
8. In the event, any damage is caused to the movable or immovable property of IDBI Intech or its client or to the property of the employees of IDBI Intech, IDBI Intech reserves the right to compute the damage in terms of money and to deduct the money from the bill of the Successful Bidder or from the amount payable to the Successful Bidder by IDBI Intech and the remaining amount, if any, by way of civil damages.

9. The Successful Bidder agrees and covenants not to use the Trademark and/or trade name of IDBI Intech or letterheads of IDBI Intech nor the Successful Bidder will hold himself as an agent of IDBI Intech. The relationship between the Successful Bidder and IDBI Intech being a principal to principal basis.
10. The Successful Bidder shall not use IDBI Intech's address on his letterhead/stationery for purposes of Registration with any Government/Local Body or any other Company or person and no tenancy shall be created by the presence of his workmen / employee on IDBI Intech's office premises.
11. The Contract is valid for a period of \_\_\_\_\_ months commencing from \_\_\_\_\_ or such period as intimated to the Successful Bidder at least 15 days in advance and thereafter it will come to an end by efflux of time unless it is renewed in writing by the parties. The above period can be extended on mutually agreed terms.
12. During the above period of Contract, either party shall have the right to terminate this agreement by giving to the other 90 days previous notice in writing and without assigning any reason whatsoever and IDBI Intech may also terminate this contract in writing by giving 30 days notice in the following instances:
- a) Failure by the Successful Bidder to meet deadlines for performance of services or failing to meet the standards required by IDBI Intech in the performing of services.
  - b) Insolvency or bankruptcy of the Successful Bidder.
  - c) Change of ownership of the business of the Successful Bidder
13. On termination and/or determination of this agreement, as aforesaid, the Successful Bidder shall forthwith withdraw/remove himself and its employees, without assigning any reason.
14. Successful Bidder will not cede any of its rights or delegate or assign any of its obligations in terms of this agreement without the prior written consent of IDBI Intech.
15. The Successful Bidder guarantees that he / she is competent to carry out the services which he / she has undertaken in this contract. Any material misrepresentation shall lead to summary termination of this agreement.
16. The Successful Bidder acknowledges that during the relationship with IDBI Intech, the Successful Bidder may become familiar with its confidential information including commercial and technical secrets and / or the confidential information of clients of IDBI Intech.
17. The Successful Bidder consequently agrees that during the period of performing services and subsequent thereto, the Successful Bidder will not disclose to others or make use of directly or indirectly, any confidential information of IDBI Intech or confidential information of a client of IDBI Intech or of others who have disclosed it to IDBI Intech under conditions of confidentiality, unless for a purpose authorized by IDBI Intech. If there is any doubt about whether any disclosure or use is for an authorized purpose, the Successful Bidder is to obtain a ruling in writing from IDBI Intech and is to abide by it.

18. The Successful Bidder shall take reasonable security precautions to keep confidential all information deemed confidential and shall not make unauthorized copies. He / she further undertakes to notify IDBI Intech immediately upon discovery of any unauthorized use or disclosure of confidential material and shall assist IDBI Intech in regaining of such material and mitigating the loss to IDBI Intech there from.

19. For the purpose of this clause, confidential information will be deemed to extend to all confidential technical and commercial information, including, but not limited to the contents of reports, specifications, quotations, formulae, computer records, client lists, price schedules, customer lists, customers and the like.

## **20. Inspection/ Audit**

(a) IDBI Intech shall at all reasonable times have access to any site where the Successful Bidder are performing any of the said Job/the Service(s) and such person shall have the right to inspect such performance and all documentation related thereto and to make and retain copies of the aforesaid documentation.

(b) The Successful Bidder shall be required to keep complete and accurate records of all the operations and expenses in connection with the said Job/the service(s) provided to IDBI Intech. All such records shall be kept on file by the Successful Bidder for a minimum period of 3 (three) years from the date of the transaction. However IDBI Intech may consider taking over the records from the Vendor from time to time at its sole discretion.

(c) The Successful Bidder shall, co-operate with IDBI Intech's, internal or external auditor to assure a prompt and accurate audit. The Successful Bidder shall also co-operate in good faith with IDBI Intech to correct any practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of IDBI Intech's audit report. Such audits or reviews will be at the expenses of IDBI Intech. However, if the audit discovers discrepancies or overcharges, then upon completion of such audit or review, the Successful Bidder shall be bound and liable to reimburse to IDBI Intech such discrepancies or overcharges and for the cost of the audit.

## **21. Compliance with Regulatory requirements**

IDBI Intech/ Successful Bidder shall individually obtain the necessary regulatory and statutory approvals from the regulatory/statutory bodies, if any required, for said Job/the service(s). Any demand for information regarding any of the matters to the extent mutually agreeable under this Agreement called for by the regulatory/statutory authorities shall be promptly responded to by the concerned Party. The Successful Bidder undertakes to comply all the statutory and regulatory requirements under the Applicable Laws in connection with said Job/the service(s) including Labour and Industrial Laws. All regulatory/Statutory guidelines on outsourcing shall ipso-facto form integral part of this Agreement and should be read as forming part of this Agreement and the Agreement will stand amended to be in conformity with regulatory/Statutory guidelines.

## **22. Statutory Requirements and Right of inspection by Statutory Authorities**

a) The Agreement will be executed by abiding laws and the directive, instructions, guidelines issued by the Regulators and competent authority from time to time. During the tenure of the Agreement nothing shall be done by the Successful Bidder in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, foreign

exchange, etc., and shall keep IDBI Intech, its directors, officers, employees, representatives, agents and consultants indemnified in this regard.

- b) During the tenure of the Agreement, Statutory Authorities or any person authorized by it shall have the right to inspect the books and account of the Successful Bidder including but not limited to the documents provided by IDBI Intech, record of transactions, and other necessary information given to, stored or processed by the Successful Bidder within a reasonable time. The Successful Bidder shall preserve the information, documents and records in accordance with the legal, statutory, regulatory obligations as per applicable laws.
- c) The Successful Bidder shall ensure that it has a contingency plan in place for its business continuity by having a robust framework for documenting, maintaining and testing business continuity and recovery procedures. The same shall be periodically tested by the Successful Bidder. IDBI Intech may also consider occasional joint testing and recovery exercise with the Successful Bidder.

23. In case of any dispute or difference arising out of or under this agreement, the same shall be referred to the arbitrator appointed by IDBI Intech.

**ADDRESS FOR THE PURPOSE OF SERVICE:** All communications between IDBI Intech and Successful Bidder shall be deemed to have effectively served if addressed to the following Address:

**ADDRESS OF IDBI INTECH** \_\_\_\_\_

**ADDRESS OF SUCCESSFUL BIDDER** \_\_\_\_\_

Any change in the above address of either of the party shall be intimated to the other party in writing within seven days of such change either by Hand Delivery or by Reg. A.D. If no such change is intimated, service at the above address will be deemed as proper service.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR HANDS AND SEALS THE DAY AND YEAR ABOVE WRITTEN.

Signed, sealed and delivered by the within named	<b>FOR IDBI INTECH LTD.</b>  ( _____ )
Signed, sealed and delivered by the within named	<b>FOR</b> _____  ( _____ )

**Price Bid**

**NAME OF THE WORK: Annual Contract for providing Miscellaneous Services at IDBI Intech's office premises at Mumbai/Navi Mumbai.**

**NAME OF THE BIDDER:.....**

**ADDRESS:.....**

.....

.....

**LAST DATE OF SUBMISSION OF THE PRICE BID: 27/03/2018 15:30 hrs**

**(Envelope – 2)**

**PRICE BID**

**A. Description of Buildings:**

<b>Sr. No.</b>	<b>Intech office/Data Center details</b>
1.	IDBI Intech Ltd., .Ground, 1 <sup>st</sup> & 2 <sup>nd</sup> Floor, IDBI Building, Plot No. 39-41, Sector-11, CBD Belapur, Navi Mumbai 400 614.
2.	IDBI Data Center, 1 <sup>st</sup> Floor, IDBI Building, Plot No. 39-41, Sector-11, CBD Belapur, Navi Mumbai 400 614
3.	IDBI Intech Ltd., IDBI Tower, 3rd Floor, Plot No C-7, G Block, Opp NSE, Next To SBI, BKC, Bandra (East), Mumbai – 400 051.

**Note:- List of offices given above is not exhaustive in nature and there is a possibility of relocation/addition of premises with in Mumbai/Navi Mumbai Area. In such cases, Vendor shall have to provide services at those places also. Bidders are advised to visit all the sites to get feel of the nature and quantum of work and quote their rates after assessing actual manpower they are required to deploy for the works as indicated in their scope. No dispute/variation in the rate quoted will be entertained under any circumstances.**

**Scope of Work**

IDBI Intech is having offices at Mumbai/Navi Mumbai. IDBI Bank has allotted space in these offices to Intech wherein miscellaneous services are required. The total area where the said services are to be provided is approx. 62,000 sq. ft. details of which are mentioned below.

<b>Locations*</b>	<b>Belapur premises</b>	<b>IDBI Tower, BKC</b>
<b>Area</b>	55,000 sq. ft.	7,000 sq. ft.
<b>Scope of Work</b>	a. Messenger Service (Messenger) between CBD Belapur, IDBI Tower (Cuffe Parade), Bandra-Kurla Complex, CPU (Andheri), IDBI Bank offices and other places in Mumbai, Navi Mumbai and its nearby areas to carry and deliver Data Backup tapes, small IT equipments and other Office documents pertaining to IDBI Intech related work. Messengers will be provided first class local railway pass connecting all these places. Taxi/Auto fare will be paid from the nearest station to the offices of IDBI Intech Ltd./IDBI Bank or vendor's premises on actual basis.  b. Office work at Intech's offices like Shifting of PCs, furnitures, etc. within premises (as and when required), photocopying of office documents, filing/binding of office documents/papers and carrying and delivering of files within the premises.  c. Filling and serving of water in bottles in the morning for all employees and later on during the day as and when required.	

<b>Scope of Work</b>	<p>d. Serving tea / coffee to the management employees twice (morning and evening) and also on need basis.</p> <p>e. Collecting and cleaning of all used cups.</p> <p>f. Serving Tea/Coffee, snacks to the guests, vendors and officials as and when required.</p> <p>g. Any other service assigned to them from time to time by IDBI Intech.</p> <p>The vendor should deploy his personnel for the above mentioned services at each location as per the below mentioned timelines:</p> <p>8.00 AM to 8.00 PM at CBD Belapur, Navi Mumbai,  9.00 AM to 8.00 PM at BKC, Mumbai, and  7.00 AM to 11.00 PM at Data Center, Belapur.</p> <p>List of offices given above is not exhaustive in nature and there is a possibility of relocation/addition of premises with in Mumbai/Navi Mumbai Area. In such cases, Vendor shall have to provide services at those places also.</p>
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**Note:**

- xiii. Manpower is required for providing the said services at the above mentioned locations consisting of a total area of 62,000 sq. ft.
- xiv. Agency will have to keep minimum staff on all days to carryout Miscellaneous works at any of the floors of any of the Buildings as specified above, which are part of daily routine works.
- xv. Successful Bidder to ensure that the Salary to be paid to his personnel deployed at our aforesaid locations, should be as per the prevailing Minimum Wages Act and is included in the amount quoted.
- xvi. Successful Bidder to ensure that the Overtime to be paid to his personnel deployed at our aforesaid locations, should be as per the prevailing Minimum Wages Act and is included in the amount quoted.
- xvii. The selected vendor shall provide ID cards to his staff as per the Contract Labour Act.
- xviii. The selected vendor shall issue appointment letter to each employee deployed at Intech's offices.
- xix. The selected vendor shall submit the copy of Police verification/NOC of its employees deployed at IDBI Intech's offices at the time of signing of the agreement.
- xx. The Bidder shall ensure quality work in a planned and time bound manner. The deployment of manpower for carrying out miscellaneous work shall be to the satisfaction of IDBI Intech's staff/officer supervising the work. Whenever the quality of the Miscellaneous work rendered is

found to be below standard, IDBI Intech at its own discretion will impose penalties and recover/adjust the amount from the monthly bill/Security Deposit.

- xxi. Periodical DR drills are organized generally once in 3 months at CBD Belapur/Data Center office for 2-3 days during which period 2-3 miscellaneous service persons will be required to be present whole night and if DR drill schedule falls on public holidays then they will be required during day time also.
- xxii. In case of other major activity at Belapur/Data Centre (generally 3-4 activities in a month varying from 1 to 3 days), the successful bidder's service personnel will be required (generally 2-3 persons) to be present as and when required (during night also).
- xxiii. In case of any other exigencies at any of the offices, miscellaneous service personnel will be required to be present as and when required.
- xxiv. The no. of days required for DR drill and major activities mentioned above are tentative only, it might vary (increase or decrease) based on actual requirement.



## **B. PRICE BID**

### **I. First Year of Contract:**

<b>Sr. No.</b>	<b>Description of work</b>	<b>Rate per sq. ft. per month (excl. taxes) (₹)</b>
1	Miscellaneous services at various IDBI Intech's Offices at Mumbai/Navi Mumbai as per detailed scope of work timings, locations and terms and conditions indicated in the Technical Bid (Considering total carpet area of 62,000 sq. ft.)	(in figure.....)
		(in words.....)

**Taxes will be extra as applicable.**

Manpower is required for providing the said services at the above mentioned locations consisting of a total area of 62,000 sq. ft.

I/We have carefully studied RFP document and places required to be served. We have also understood the scope of work, services to be provided etc indicated in the tender. Rates quoted will be for the total area as specified above.

Signature of the Bidder with Seal

## General Terms and Conditions for Price Bid

1. The Bids with correction and or overwriting, if not authenticated, will be **liable for rejection.**
2. The Price Bid amount is to be inserted in words as well as in figures in the space provided and in case of discrepancies between prices written in words and prices written in figures, the prices written in the words shall be considered to be correct.
3. For the purpose of this Miscellaneous Services contract, the Bidder shall deploy sufficient personnel for all types of services for IDBI Intech's Offices at Mumbai/Navi Mumbai mentioned in scope of work for carrying out the works strictly as per stipulated frequency/time. The No. of Buildings will not be subject to change and shall remain firm for the purpose of billing. Bidder has to visit the site and assess manpower strictly as per requirement of site.
4. The rate quoted per month is inclusive of all the types of services and their frequencies (ie irrespective of types of services and their frequencies which may be Daily/Monthly/Quarterly/etc.). No separate payment will be made for any type of the services and frequencies indicated in scope of work will be considered for the purpose of billing.
5. The Bidders shall submit their offers strictly in accordance with the terms & conditions of the Bid document. Any Bidder that stipulates conditions contrary to the conditions given in the Bid document is **liable for rejection.**
6. The rates quoted shall also be inclusive of minimum wage payable to the labour as per Central Labour Minimum Wage Act, uniform for the labour, tools and tackles, Excise duty, service tax, VAT charges, GST any other applicable tax as per statute, Insurance premium covering any risk to labour etc
7. Bidders shall complete the Price Bid form and shall initial each page of the document.
8. Time is the essence of the contract and the works must be started within 15 days from the date of issue of work order. Any Bidder who disagrees with the time schedule and stipulates a longer period is liable to be rejected.
9. Before quoting the rates, Bidders are requested to visit and examine the site carefully where the Miscellaneous Services has to be carried out. They should also carefully examine the Bid Documents, Conditions of Contract and Specification in regard to scope of work, schedules and the frequency of work. In case there should be or appear to be any ambiguity in or discrepancy between any of the document, they should immediately refer the matter to IDBI Intech for clarification.
10. Access to inspect the site will be given with prior appointment up to one day prior to the last date of submission of the tender.
11. The Price Bid is not transferable.
12. IDBI Intech reserves the right to adjust arithmetical or other errors in any Bid in the way that it considers suitable. Any adjustments so made by IDBI Intech shall be stated to the Bidder.

13. IDBI Intech does not bind itself to accept the lowest or any Bid and has the right to accept or reject any Bid without assigning any reason. IDBI Intech's decision in this regard will be final, conclusive and binding on the Bidders.
14. The payment to the workers engaged by the Successful Bidder should be in conformity with the provisions of the Minimum Wages Act as per norms laid down by Central Labour Commissioner (Ministry Of Labour, Government Of India) and paid at the frequency laid under the law. The payments should be effected on monthly basis.

### **Payment Terms and Conditions**

1. Payment will be made on monthly basis on submission of invoices/bills. Monthly payment to the vendor will be based on the attendance of the housekeeping staff. During the month i.e. deduction would be made in case absence / non availability of manpower.
2. The contractor shall also submit the monthly staff attendance register to the Bank for its verification as and when required.
3. Payment will be cleared after submission of necessary documents like Invoice/bill and monthly staff attendance register/sheet duly signed / stamped by authorized Intech person. Full name of such person, his employee code and contact no. should be mentioned on signed attendance sheet/register.
4. Minimum wages payable to the personnel to be engaged shall be strictly as per the latest Central Labour Laws Only. The Bidder should comply with various provisions of Contract Labour (R & A) Act 1970 and Central Rules 1971.
5. Successful Bidder to ensure that the Overtime to be paid to his personnel deployed at our aforesaid locations, should be as per the prevailing Minimum Wages Act. and is included in the amount quoted.
6. The bidder should submit all bills / invoices to the contact indicated in the Purchase Order. The payment will be released within 30 days from respective month end upon submission of all required documents.
7. Payment processing will be initiated only after ensuring that the vendor has submitted and executed all Legal documents.
8. Intech will hold payments and deduct the penalty amount from bill for non-performance or part performance or failure to discharge obligations under the agreement. Intech reserves the right to deduct any sum that is required as per the law (TDS, etc).
9. All the payments to the Successful Bidder shall be subject to the performance/ delivery of the Services to the satisfaction of IDBI Intech Ltd. for this purpose.
10. Penalties / liquidated damages, if any, shall be deducted from the invoice value.
11. The Successful Bidder shall be solely liable for the payment of all the present and future central, state and local levies / taxes as applicable (by whatever name called), as may become due and payable in relation to the Services.

\* \* \* \* \*

## **DEED OF INDEMNITY**

This Deed of Indemnity executed at Mumbai on the \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ (hereinafter referred to as “**the Obligor**” which expression shall unless it be repugnant to the context, subject or meaning thereof, shall be deemed to mean and include successors and permitted assigns);

### **IN FAVOUR OF**

**IDBI INTECH LIMITED**, a Company registered under the Companies Act, 1956 (1 of 1956) and having its registered office at IDBI Building, Plot No. 39-41, Sector-11, CBD Belapur, Navi Mumbai 400614, (hereinafter referred to as “IDBI Intech ” which expression shall, unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include its successors and assigns)

**WHEREAS** IDBI Intech vide its Tender No [•] dated [•] (Tender) had invited Bids from the eligible Bidders for Annual Maintenance Contract for providing Miscellaneous Services at IDBI Intech’s Offices at Mumbai/Navi Mumbai

**WHEREAS**

(1) The Obligor has

- (a) Offered to IDBI Intech the service(s) as stated under Scope of Work of Tender;
  - (b) Represented and warranted that it has all permissions, consents, approvals and license from all authorities, both regulatory / statutory and non-regulatory, for executing the services as stated in the Contract dated...../Tender;
  - (c) Represented and warranted that the aforesaid services offered to IDBI Intech do not violate any provisions of the applicable laws, regulations or guidelines. In case there is any violation of any law, rules or regulation, which is capable of being remedied the same will be got remedied immediately during the implementation, maintenance and contract period to the satisfaction of IDBI Intech;
  - (d) represented and warranted that they are authorised and legally eligible and otherwise entitled and competent to enter into such Contract with IDBI Intech;
- (2) IDBI Intech, relying and based on the aforesaid representations and warranties of the Obligor, has agreed to avail the services from the Obligor on the terms and conditions contained in its Contract dated \_\_\_\_\_ (**the Contract**) with the Obligor;
- (3) One of the conditions of the aforesaid Contract/Tender is that the Obligor is required to furnish an indemnity in favour of IDBI Intech indemnifying the latter against any loss, damages or claims arising out of any violations of the applicable laws, regulations, guidelines during the execution and rendering/delivery of service(s) to IDBI Intech and/or due to breach of terms and conditions of the Contract by the Obligor and/or on account of misconduct, omission or negligence or otherwise by the Obligor.
- (4) In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of IDBI Intech as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER: -

The words and expressions not specifically defined shall have the same meanings as are respectively assigned to them in the Tender/the Contract.

In consideration of IDBI Intech having agreed to award the Contract to the Obligor, the Obligor hereby unconditionally, absolutely and irrevocably agree and undertake that: -

- (1) the Obligor shall, at all times hereinafter, save and keep harmless and indemnified IDBI Intech, including its respective directors, officers, employees, agents and representatives and keep them indemnified from and against any claim, costs, charges, damages, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the Contract and any loss or damage caused from and against all suits and other actions that may be instituted taken or preferred against IDBI Intech by whomsoever and all losses, damages, costs, charges and expenses that IDBI Intech may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws and also from the environmental damages, if any, which may occur or result from the terms of the Contract.
- (2) The Obligor further agrees and undertakes that the Obligor shall, ensure that all the permissions, authorisations, consents and licenses are obtained and renewed from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, rules, regulations, guidelines, orders framed or issued by any appropriate authorities.
- (3) If any additional approval, consent or permission is required by the Obligor to execute and perform the Contract during the currency of the Contract, it shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.
- (4) The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Contract or other agreement, or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of IDBI Intech or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.
- (5) The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it or to IDBI Intech).
- (6) This indemnity shall survive the Contract.
- (7) Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the Contract and/or as stated above.
- (8) This indemnity and other non-contractual obligations arising out of this indemnity, shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably and unconditionally agrees that any legal action, suit or proceedings arising out of or relating to this

