

भारतीय लघु उद्योग विकास बैंक
SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA



बैंक के लखनऊ स्थित अधिकारी/स्टाफ फ्लैट की सफाई सेवाएं के लिए
निविदा

TENDER FOR
HOME/FLAT CLEANING SERVICES CONTRACT FOR BANK'S
OFFICERS/STAFF FLAT AT LUCKNOW

TENDER IDENTIFICATION NO. - 314/2018/1356/HO1/PREMISES

LAST DATE OF SUBMISSION OF SEALED TENDER - July 23, 2018 UPTO 15:00 HR

Issued By:-

The Dy. General Manager [Premises]

SIDBI TOWER, Small Industries Development Bank of India (SIDBI),

5th Floor, Premises Vertical,

15, Ashok Marg,

Lucknow-226001

Phone No. 0522-2288210

Mob:- 7705012705

Tender Document Price ` 200/- (non-refundable) by way of DD

TENDER NOTICE

SIDBI invites sealed tenders in two bid system from **specialized home cleaning agencies** for **HOME/FLAT CLEANING SERVICES** at its Residential Quarters located at various locations as follows:-

1. SIDBI Officers Apartment, 16 MMM Marg, Lucknow
2. SIDBI Officers Apartment, Kings Apartment, Mall Avenue, Lucknow
3. SIDBI Officers Apartment, Chitrashila Apartment, Indira Nagar, Lucknow
4. SIDBI Staff Quarter, Indira Nagar, Lucknow

The estimated cost for the work is approx ` **7.50 Lacs** per annum.

This tender document can be downloaded from our website www.sidbi.in from **July 03, 2018**. A demand draft of `200/- (non refundable) drawn in favour of SIDBI, Mumbai towards the payment for tender fee is required to be submitted along with tender.

1. The above said job should be completed in total period of 150 days.
2. Each tender set comprises of the following:
 - a) Techno- Commercial Bid - (Part-I)
 - b) Price Bid -(Part-II)

The duly filled and sealed offer document including complete set of supporting documents shall be submitted to:

The Dy. General Manager [Premises],
SIDBI TOWER, Small Industries Development Bank of India (SIDBI),
5th Floor, Administration and Premises Vertical,
15, Ashok Marg,
Lucknow-226001,
Phone No. 0522-2288210
On or before **July 16, 2018 UPTO 15:00 HRS**

Intended tenderers are advised to pay Earnest Money Deposit (EMD) of Rs. 7,500/- (Rupees Seven Thousand Five Hundred Only) in the form of Demand Draft having remaining validity period of 120 days from the date of submission of tender document, drawn in favor of **Small Industries Development Bank of India** from a nationalized/scheduled bank payable at **Lucknow** along with the tender. Cheques/ Bank Guarantee in lieu of DD will not be accepted. EMD will not bear any interest. EMD will be forfeited in the event of any erosion, refusal or delay on the part of tenderer to sign and execute the contract on acceptance of his/her tender and the Bank shall ban the agency from subsequent bidding for a period of 3 years. EMDs of unsuccessful tenderers will be refunded (without interest) within 90 days

from the date of opening of Price bid. EMD of the successful tenderer will be adjusted against initial Security Deposit, if the tenderer requests to do so.

3. The offers submitted shall be valid for a period of 120 days from last date of submission of tender.
4. The tenders shall be submitted in two bids system in **two separate non window envelopes** each sealed and clearly identified as to envelope no. and contents as **technical bid and price bid**. These two envelopes shall be contained and sealed in a **non window large envelope**. This envelope shall be submitted as per instructions with the name of work, i.e., "Tender for home/flat cleaning services contract for SIDBI's Officer/ Staff flats at various locations in Lucknow" superscribed on the envelopes and addressed to :

The Dy. General Manager [Premises]

SIDBI TOWER,
Small Industries Development Bank of India (SIDBI),
5th Floor, Administration and Premises Vertical,
15, Ashok Marg,
Lucknow-226001
Phone No. 0522-2288210

5. Full name and postal address of tenderer shall be written on the bottom left hand corner of the envelope.
6. The tender submitted shall contain details/documents as listed below. Tenders without accompanying all details/documents listed below will be rejected.

Envelope No.1 (Technical Bid)

- a. Complete set of tender document Part-I (Techno-Commercial Bid) as issued, duly filled and signed by the tenderer on all pages along with all supporting certificates, work orders, etc of similar works preferably for Govt. institutions, PSUs, Banks etc and other details as specified in tender.
- b. Demand draft for Earnest Money deposit (EMD) of Rs. 7,500/- from any scheduled/nationalized bank in favour of **Small Industries Development Bank of India** payable at **Lucknow**.
- c. Addendum / corrigendum issued, if any, by the Bank, Duly Signed.
- d. Other Submittals as indicated in the tender document Part-1.

Envelope No.2 (Price Bid)

- a. Complete set of tender document Part-II (i.e., Price Bid) duly filled & signed by the tenderer.

Acceptance of tender will rest with SIDBI who reserves right to accept or reject any or all tenders, in part or full, without assigning any reason thereof. Any tenderer who does not fulfil any of the prescribed conditions would be liable to be rejected.



Tender for home/flat cleaning services contract for SIDBI'S Officer/
Staff Quarters at various locations in Lucknow

Tenders received late on account of any reason whatsoever or by courier / post will not be entertained.

All the rates quoted in the tender should be inclusive of all materials, labors, dismantling, freight, all types of taxes including GST, royalties, erection, construction, testing of materials/samples brought on site for approval, tools, tackles, plant and equipments, supervision, overheads and profits, statutory charges, costs for licenses and any other expenditure etc. and shall remain firm till completion of work. Escalation in price will not be payable for whatsoever reasons.

**All the intending Agencies/Contractors are also
requested to note following important provisions.**

1. SIDBI is governed by Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI.
2. These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
3. If deemed fit, the Bank may procure minimum of 20% of the contract value of any goods or services from MSEs. Further, the Bank reserves the right to procure part work/services (about 4% out of above 20%) to MSEs owned by SC and ST entrepreneurs, if found suitable. Provided, these MSEs quoting price within the price band of L1 +15% & bringing down their price to L1 price, in a situation where L1 price is from someone other than a MSEs. In case of more than one such MSEs, the supply shall be shared proportionately at the discretion of the Bank.
4. Further, such MSEs would also be entitled for tender sets free of cost and exemption from payment of earnest money deposit. In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances.
5. Agencies desirous of availing preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP/RFQ.

General Conditions of Contract

1. Site of work / details of SIDBI Officers/Staff Quarters

- i. **SIDBI Officers Apartment**, 16 MMM Marg, Near Butler Place, Lucknow (4BHK - 8, 3BHK-8 Flats in one building)

(Carpet area of each flat = 4BHK - 2250 sq.ft. approx., 3BHK - 1700 sq.ft. approx.)

- ii. **SIDBI Officers Apartment**, Kings Apartment, 'B' Wing, Mall Avenue Lucknow (3BHK-12, 2BHK-12 flats in one building)

(Carpet area of each flat = 3BHK - 1450 sq.ft. approx, 2BHK-1148.75 Sqft approx.)

- iii. **SIDBI Officers Apartment**, Chitrashila Apartment, 2/GH/101, Indira Nagar, Near Shekhar Hospital, Lucknow (2BHK-58 flats in one building)

(Carpet area of each flat = 1100 sq.ft. approx.)

- iv. **SIDBI Staff Quarters**, Sector 21, Indira Nagar, Lucknow (2BHK-12 flats, 1BHK-8 flats in one building)

(Carpet area of each flat = 2BHK - 846 sq.ft. approx, 1 BHK - 577 sq ft. approx)

2. Eligibility :

The agency should satisfy the following minimum eligibility criteria:

- i. The agency/firm should have the experience of 3 years in similar kind of works.
- ii. They should have executed AMC contract for home cleaning services of value
- a. One contract of value ` 6 lakh per annum or more
(or)
- b. Two contracts of value ` 3.5 lakh per annum or more

with any Govt. Institutions/ PSUs/ Large Cooperates/ Private builders/ Residential Societies/ Condominiums in the last two years prior to 31/03/2018.

- iii. The firm should have an average turnover of at least `50lakhs in the last three Financial years.
- iv. The firm should have a digital platform (website/mobile application) for lodging service requests.
- v. The firm should have registered office, wide dealer & service network in the geographical jurisdiction of Lucknow and should have completed at least 500 home cleanings in the above said areas in the last one year prior to 31/03/2018. The agency should submit the necessary records/declaration to satisfy the same.
- vi. The firm should have at least 10 nos of executives (at least of graduation level) on permanent payroll (with PF registration).The agency may attach the salary slips issued as a proof.
- vii. The agency shall comply with all statutory requirements prescribed by the local as well as Central government authorities from time to time like ESIC Cover/Insurance Cover for its employees, obtaining valid labour license etc. The contractor shall produce all the relevant statutory documents for inspection by SIDBI and the government authorities.
- viii. The agency shall also be bound to discharge obligations as provided under various statutory enactments including the Employee s Provident Fund & Miscellaneous Act, 1952, Employees Pension Scheme, 1995, ESI Act 1948, Contract Labour (Regulation and abolition) Act, 1970, Minimum Wages Act 1948, Payment of Wages Act 1936, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Workmen's Compensation Act 1923 , Works Contract Act, 1999 an d other relevant Acts, Rules and Regulations in force and as amended from time to time and are in force in the Central Govt. where the scope of supply under this Contract are executed.
- ix. The agency is desirable to have valid ISO 9001:2008 Certification.
- x. The agency should have not been blacklisted by any Bank/PSU/Govt. Organization/Large Cooperates during last 3 years.

Note : All the required documents should be attached to the application, duly certified, else the application is liable for rejection.

3. Scope :

The Bank is having its own flats as detailed above.

When given the service order, the agency should complete the following broad scope of cleaning work in the flats periodically to the satisfaction of the occupant officer/staff :

- i. Floor Sterilization : Wet and dry mopping of complete premises (including balconies area with railing/ parapets etc).
- ii. Kitchen Cleaning : Wipe and disinfect all exterior fittings like utensil stand, electrical fixtures. Clean sink, kitchen platform and closets (including the shelves/shutters below the kitchen platform & overhead storage).The agency shall remove utensils & keep it back at the same place without any damages. Any damages shall attract appropriate monetary recovery.
- iii. Toilet Cleaning – Cleaning, Disinfecting, Polishing of plumbing fittings, Sanitizing of Bathrooms and Toilets (including toilet flooring & wall tiles, WC, Wash basin, Nahani trap, toilet accessories i.e. medical chest, Geyser, CP fittings, louvered window along with mosquito jali etc).
- iv. Cleaning of all Doors & Windows (including iron grills, glass panes, Mosquito net, pelmet). Vacuum cleaner may be used to clean the small and inaccessible areas like window glass channels/tracks etc.
- v. Cleaning of all electrical fixtures i.e. tubes / fans / switchboards / exhaust fans / CFLs /fancy lights if any.
- vi. Cobweb removal throughout the house.
- vii. Furniture Cleaning -Cleaning of Cabinets externally. Dry dusting of furniture in the house (only the furniture owned by the Bank, if any).

Note: The agency shall use its own cleaning material and equipments for cleaning the house.
- viii. If any clarification is required by the bidder, the same can be discussed during pre-bid meeting to be held on _____, 2018 at 03.00 pm at the above address.
- ix. Tenderers are advised to go through the tender document carefully as well as visit the Bank's Officers/ Staff Quarters and get themselves acquainted with the condition of flats / site before submission of their tender
- x. Bidders are advised to pay Earnest Money Deposit (EMD) of ₹.7,500/- by Demand Draft drawn in favour of SIDBI payable at Mumbai along with the tender without which the Bid will not be accepted. EMD will not bear any interest.
- xi. EMD will be forfeited in the event of any refusal or delay on the part of the successful bidder to sign and execute the contract on acceptance of his tender. EMDs of unsuccessful bidders will be refunded within 60 days from the date of opening of commercial bids. EMD of successful bidder will be

retained as security deposit and will be refunded after the completion of contract or after submission of Bank Guarantee

- xii. Last date for submission of completed tender documents is **upto 15:00 hrs on July 23, 2018**. Bids will be opened at **15:30 hrs on July 23, 2018** in the presence of bidders who chose to be present. If holiday is declared on any of the dates mentioned above, the next working day and time shall be the date for the same purpose.
- xiii. The offers submitted shall be valid for a period of 120 days (i.e. 04 months) from the last date for submission of tender (i.e. July 23, 2018).
- xiv. SIDBI reserves the right to reject any / all tenders without assigning any reason thereof.
- xv. Tenders received late account of any reasons or by courier/post will not be entertained.

*Signature & Stamp of
the Agency*

Other Instructions :

- All the cleaning should be **mechanized** (like dry & wet vacuum cleaner, pressure pump with scrubbing accessories, air blower etc as per the requirement). However, the agency may opt for manual cleaning in the areas where mechanized cleaning is not feasible.
- The agency should engage not less than 3 nos personnel for cleaning of a flat.
- The agency shall use its own cleaning material and equipment's of good quality for cleaning the house.

4. Period of Contract

The contract shall be valid for a period of **12 months** commencing from the date of award of contract. However, Bank reserves its right to review the performance and terminate the same before completion of the said period in case the performance is not satisfactory. **The contract shall remain effective normally for one year. However, SIDBI reserves the right to extend the contract for another year after completion of One year (i.e.,12 months) with 5% increase in the rate (all inclusive) depending on satisfactory performance of the Agency.**

In case of termination due to poor performance, indecent behaviour, the Bank may forfeit the EMD/ISD.

5. Performance Guarantee

- a. Earnest Money Deposit (EMD) for the work is `7,500/- **(Rupees Seven Thousand Five Hundred Only)**.
- b. The EMD of successful Agency shall be returned on submission of Performance Bank Guarantee as follows. The Performance Bank Guarantee (BG) shall be 5% of contract value per year as security deposit. No charges shall be payable on this account. The BG should be in the format approved by the Bank (as per Annexure-I) and should be kept valid for a period of 24 months with a claim period of 6 months.

No payment shall be released till the BG is submitted.

The Bank Guarantee (BG) shall be encashed in case Agency fails to perform his duties satisfactory.

6. Frequency of Cleaning of Flats

The Agency shall clean all the flats on quarterly basis and get the worksheet duly verified (signed) by respective occupant/caretaker. Records of cleaning of flats to be maintained and submitted to the Bank in every quarter.

7. Compensation towards non-attentiveness

Agency shall maintain a proper Record / Register indicating reasons for not attending/completing the cleaning work as per scheduled time cycle, failing which appropriate compensation shall be recovered. The expected period of completion of the cleaning works as per scheduled time cycle and the amount of deduction beyond that period for pending works will be as under :-

Work	Frequency	Days of Delay	Compensation for delay
Quarterly Cleaning in all flats	Once in every 3 months	7 days	100/- per flat
		15 days	200/- per flat
		30 days	500/- per flat
		More than 30 days	Rs 500 + Rs 50 per day for no. of days exceeding 30

- For Misbehaviours' by the staff engaged by the Agency to Bank employee or visitors
@ ` 1,000/- per incident
- Recurring of irregularities given above will attract Double the penalties amount mentioned

*Signature & Stamp
of the Agency*

Note:

- i. The compensation / deductions as indicated above is a minimum and can be increased at the discretion of the Bank if there is no improvement in the performance. The Bank on its own discretion may also cap the total penalty upto 10% of the contract value.
- ii. Deputy General Manager (Administration and Premises Vertical) shall be the final authority for decision in such matters which cannot be challenged.
- iii. All the items and consumables shall be agency's responsibility.

It is, therefore, essential that agency should maintain a sufficient stock of frequently used materials at site and keep proper inventory / records.

- iv. **In case of emergency/urgency of work, no extra payment will be made for working on odd hours.**
- v. All necessary tools and cleaning materials for attending the cleaning work in flats shall be provided by the agency to its staff.
- vi. A register of cleanings shall be maintained by the agency at all the locations.
- vii. The agency shall follow the prescribed formats / procedures for receiving complaints, preparation of bills etc., as stipulated by the Bank from time to time.

8. Place of Work and Visit to Site

Intending tenderer shall visit the Officers Quarters and make himself thoroughly acquainted with local site conditions, nature and requirement of work, conditions, and make arrangement of labour and material, etc. as required & indicated before quoting for the tender.

9. Consumables

Agency shall use materials of standard quality (with the prior approval of SIDBI) for cleaning. No payments towards conveyance, labour shall be made.

10. Rates, Taxes and Duties

All the rates furnished in the tender shall be inclusive of all labour and material including all duties, royalties, GST or any other taxes or local charges, if

applicable. No extra claim on this account will in any case be entertained. New taxes and increase in existing tax if any, after award of work shall be paid on production of specific proof/ receipt/ challan etc. Applicable GST will be paid by the Bank.

11. Personnel engaged by the agency

Necessary grooming should be done to the staff before carrying out the work at site.

The agency shall also comply with the provisions of all labour regulations.

Personnel engaged by the agency should be smart intelligent and with good bearings and the responsibility of the discipline will be that of the Agency.

All the persons engaged should have good moral character and antecedent verification should be got done from the concerned authority by the Agency and made available to SIDBI. No criminal case be pending against any of the persons engaged by the agency.

Only able bodied, physically fit, well trained, disciplined and honest personnel not below the age of 18 years and not above 45 years shall be deployed for performing the cleaning duties by the agency.

The manpower engaged by the Agency at the SIDBI's premises may be screened by SIDBI. The manpower engaged by the agency while working on the quarters will always wear **uniform & identity cards** issued by the Agency for verification.

SIDBI shall have the right to accept / replace any person without assigning any reason whatsoever and the substitute shall have to be provided by the agency immediately. **This is not a labour/manpower contract but a rate contract.** The contract is for specified nature of work for the scope of work mentioned in this document.

Any indecent behaviour / suspicious activities of the Staff employed shall be viewed seriously and a suitable penalty shall be imposed on the Agency.

Agency shall be solely responsible for the credentials / acts of its staff / workers. Agency is required to make timely payment to his staff including to various statutory authorities.

12. The Agency shall follow and adhere to all Statutory Laws and rules of Government and other authorities. The Agency shall keep SIDBI indemnified against claims, if any, of the workmen and all costs and expenses as may be incurred by the SIDBI in connection with any claim that may be made by any workmen. The Agency shall also execute an indemnity bond, in the approved format, in this regard.

13. Insurance

The Agency shall keep SIDBI, its servants or agents indemnified against claims, actions or proceedings brought or instituted against SIDBI, its servants or agents by any of Agency's employees or any other third party in connection with relating to or arising out of the performance of the services under the agreement. The Agency is also required to obtain the third party insurance for each incident as given in the next page :-

- a. Personal injury - ` **2.00 lakhs**
- b. Property Damage - ` **2.00 lakhs**
- c. Death/Disability - ` **5.00 lakhs**

Besides covering all employees of Agency should be covered under ESIC scheme.

If Agency fails to comply with the above provisions, SIDBI reserves its right to deduct suitable amount from the Agency's payment and pay the insurance company.

14. The Bank shall not be bound to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons thereof. The Bank also reserves the right to distribute the work between L-1 & L-2 bidders in a ratio of 70:30 or location wise (at the discretion of Bank) at the rates quoted by L-1 if the L-2 bidder submits his acceptance.

15. Bidder shall quote his rates for all items of work described in the price bid. (Rate per flat in each residential complex).

16. The Agency has to co-ordinate with the occupants as also caretakers of the Bank for taking appointments from the occupants. It will be the agency's responsibility to manage the work/appointments fully.

17. Termination of Contract

If the Agency fails to perform any of the obligations under this contract or if the Bank is dissatisfied with the services, the Bank may terminate the services of the Agency by giving a 30 days notice in that regard. Bank should not be held liable for any cost, damage, expenses or any loss whatsoever that the Agency may suffer on being served with the notice and termination of contract. However, the Agency is required to give 3 month's notice in case he do not want to continue the contract. In this case, Bank shall forfeit the security deposit and shall award the contract to new agency.

17. Payment

The bill shall be prepared by the Agency in the form prescribed on quarterly basis and will be settled by SIDBI within 10 working days. The complete bill, in proper form, must be duly accompanied by details of work carried out in that quarter and must show deduction for all previous payment. Worksheet/Service Reports for cleaning of flats should be submitted along with the bills, duly signed by the flat occupants and caretakers.

18. Safety Management

The Agency shall initiate and maintain safety management programme to protect its employees from hazards through procedures, practices and regular inspection of the work areas, materials, equipment, information and training necessary for safe work performance

19. Compliance with all Statutory requirements

The Agency shall comply with all statutory requirements prescribed by the local as well as central government authorities from time to time. The Agency shall produce all the relevant statutory documents for inspection by SIDBI and the government authorities.

20. Subletting the work

The Agency cannot sublet the work without the prior permission of SIDBI. However, if it has to depute specialized agencies for the particular work. It shall be entirely Agency's responsibility to pay such agencies on time without any implication on the work.

21. Single point Contact

The Agency should provide a single point of contact who will coordinate with the Bank and his staff and arrange to attend the services/complaints promptly/timely.

22. Cleaning Material/ Equipments, etc.

The Agency has to bear the cost of all the cleaning materials/equipment's, stationery etc. required for proper execution of the work. If found using SIDBI's material, bank may recover an appropriate amount from the Agency's bills. All cleaning materials to be used should be environment friendly and should not damage the floor, fittings, fixtures, tiles, etc. in the flat.

Note: The required quantities of cleaning material and aids for the quarter shall be procured and can be stored in the store room (on the agency's own risk) and issue to the staff as and when required. Computerized records shall be maintained which shall be open to inspection by Bank during working hours.

23. The Agency shall also be bound to discharge obligations as provided under various statutory enactments including the Employee s Provident Fund & Miscellaneous Act, 1952, Employees Pension Scheme, 1995, ESI Act 1948, Contract Labour (Regulation and abolition) Act, 1970, Minimum Wages Act 1948, Payment of Wages Act 1936, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Workmen's Compensation Act 1923 , Works Contract Act, 1999 and other relevant Acts, Rules and Regulations in force and as amended from time to time and are in force in the Central Govt. where the scope of supply under this Contract are executed. Also, the Agency shall ensure that its employee(s) / labourers refrain from smoking / consuming alcohol and other intoxicant substance or carrying any inflammable substances etc., inside the premises, while on duty. The Agency shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities. Staff deployed by the Agency shall perform their duties at the premises of Bank with due diligence and take all precautions to avoid any loss or damage to the property / person.

Signature & Stamp of the Agency



LETTER OF OFFER

To

The Dy. General Manager [Premises]
SIDBI TOWER,
Small Industries Development Bank of India (SIDBI),
5th Floor, Administration and Premises Vertical,
15, Ashok Marg,
Lucknow-226001
Phone No. 0522-2288546-50 Pax- 724/866

Dear Sir,

**Sub: TENDER FOR HOME/FLAT CLEANING SERVICES CONTRACT FOR BANK'S
OFFICERS/STAFF FLAT AT LUCKNOW**

Having visited the site and examined the contract documents, specifications and schedule of quantities, I/we hereby submit our offer for Home/Flat cleaning services contract for Bank's Officers/Staff Flat at Lucknow. I/we herewith submit duly filled in tender signed by authorized signatory along with **Earnest Money Deposit of Rs. _____** having DD no. _____ dated _____ as per the terms of tender. In the event of my/our tender being accepted, I/we agree to enter into and execute the necessary contract agreement required by you. I am/we are aware that the Bank intends to complete the entire work as covered in the scope of this tender within scheduled completion period with time being essence of the contract. As required by you, I/we are submitting herewith the tender documents duly signed by us at each page in token of our acceptance of the provisions in the documents. Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and provisions of the said conditions of contract annexed hereto and the rates are quoted in the schedules.

Thanking you,

Yours faithfully,

Signature
(Name of the Authorized signatory)

Name of the tenderer

Seal :

Address :

Place & Date:

Note

- 1. This is a Rate Contract and not a Manpower Supply Contract and hence the payments would be made on the basis of actual work done (no. of flats cleaned) by the Agency at the agreed rates.**
2. No other payment shall be made for doing the works described in scope and schedule of work. No escalation on quoted rates shall be paid.
3. Non completion of any activity shall attract a levy of compensation @ 150% of the value quoted by the Agency or actual value incurred by the Bank whichever is more.
4. All required tools and materials for cleaning etc. shall be arranged in sufficient quantity by Agency at his own cost.
5. The Agency shall be solely responsible for protection of his material as well as the material handed over by the Bank.
6. The Agency shall be solely responsible for protection of Bank's property.
7. The Agency cannot sublet any part work without prior permission of the bank.
8. The Agency is responsible for making timely payment to his employees / sub Agency's. Else the Bank reserves its right to pay the same and recover it from Agency's payment, in case need arises.
9. Materials will be supplied by the Agency, or will be charged at cost.

Signature and Seal :

Annexure-I

TO BE PRINTED ON RS.100/- STAMP PAPER BY ANY PSU BANK OFFICIAL

PERFORMANCE BANK GUARANTEE

1. Small Industries Development Bank of India (hereinafter called as "SIDBI") have entered into Agreement / Contract / Order-_____ (hereinafter called "the said Agreement / the said Order"), with _____, M/s. _____(hereinafter called "the said Contractor / Supplier(s)"), for Home/Flat Cleaning Services contract for SIDBI Office and residential premises at Lucknow (indicate the scope of supply).
2. Where as under the terms of the said Agreement / Contract / Order, the contractor / Supplier is required to furnish a Performance Bank Guarantee for Home/Flat Cleaning Services contract for SIDBI Office and residential premises at Lucknow (indicate the amount in Rs. / foreign currency) Rs._____-/- (Rupees _____ Only) towards the due fulfilment of the terms and conditions during the agreed time period or extension thereof, and also satisfactory performance of the items supplied to SIDBI during warranty period as per the warranty terms stipulated in the Agreement / Contract / Order.

3. Accordingly we, Bank Name Lucknow (hereinafter referred to as "the Bank") at the request of _____ (Contractor / Supplier(s)) do hereby undertake to pay to SIDBI an amount not exceeding Rs. _____/- (Rupees _____ Only) on the failure of Contractor / Supplier in performance of their obligations as per the terms and conditions of the Agreement / Contract / Order including the satisfactory performance of the item during warranty period as per the warranty terms stipulated in the Agreement / Contract / Order.
4. We, Bank Name Lucknow do hereby unreservedly, irrevocably undertake to pay forthwith the amounts due and payable under this guarantee without any demur, merely on demand from SIDBI stating that the amount claimed is due by way of non performance / unsatisfactory performance by the contractor with respect to the terms and conditions of the Agreement / Contract / Order including failure in satisfactory performance of the items supplied / services rendered under the warranty terms stipulated in the Agreement / Contract / Order. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____/- (Rupees _____ Only).
5. We undertake to pay to SIDBI an amount not exceeding Rs. _____/- (Rupees _____ Only) so demanded notwithstanding any dispute or disputes raised by the contractor(s) / supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this guarantee being absolute and unequivocal.
6. We, Bank Name Lucknow further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement / Contract / Order and that it shall continue to be enforceable till all the dues of SIDBI under or by virtue of the said Agreement / Contract / Order have been fully paid and its claims satisfied or discharged or till SIDBI certifies that the terms and conditions of the said Agreement / Contract / Order have been fully and properly carried out by the said Contractor / supplier(s) and accordingly discharges this guarantee.

7. We, Bank Name Lucknow further agree with SIDBI that SIDBI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor / Supplier(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by SIDBI against the said Contractor / Supplier(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement / Contractor / Order and we shall not be relieved from our liability by reason of any such variation, of extension being granted to the said Contractor / Supplier(s) or for any forbearance, act or omission on the part of SIDBI to the said Contractor / Supplier(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
8. We, Bank Name Lucknow lastly undertake not to revoke this guarantee during its currency except with the previous consent of SIDBI in writing and agree that any change in the constitution of the said Contractor(s) / Supplier(s) or the said Bank shall not discharge the Bank of its liability under this deed.
9. The validity of Bank Guarantee shall be up to _____(at least 6 months from 2 years of date of issue) and such date shall cover the period of warranty of all the supplies and also the period of defect liability / warranty period for last batch of supplies.

This Bank Guarantee shall be governed by and constitute in accordance with Indian Law and shall be subject to exclusive Jurisdiction of Indian Courts.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN ABOVE

1. Our Liability under this Guarantee shall not exceed Rs. _____/- (Rupees _____ Only).
2. This Bank Guarantee shall be valid up to (at least 6 months from 2 years of date of issue).



3. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and if you serve upon us a written claim or demand on or before (at least 6 months from 2 years of date of issue).
4. We shall be released and discharged from all liabilities hereunder unless a written claim for payment under this guarantee is lodged on us on before (at least 6 months from 2 years of date of issue) irrespective of whether or not the original guarantee is returned to us.
