



भारतीय लघु उद्योग विकास बैंक
Small Industries Development Bank of India

Annual Pest control contract of SIDBI Office, SIDBI Officers' Residential flats and Staff Quarter at (i) SIDBI Head Office, SIDBI Tower, 15 Ashok Marg, Lucknow, (ii) SIDBI Officers Apartment, 16 MMM Marg, Lucknow, (iii) SIDBI Officers Apartment, 'B' wing Arif King's Apartment, Mall Avenue Lucknow, (iv) SIDBI Officers Apartment, Chitrashilla Apartment, Indira Nagar, Lucknow, (v) Staff Quarter, Indira Nagar, Lucknow

TENDER IDENTIFICATION NO. - 314/2018/1355/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

**SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA
SIDBI Tower, 15, Ashok Marg, Lucknow – 226 001**

Notice Inviting Tender

Small Industries Development Bank of India (SIDBI), SIDBI Tower, 15, Ashok Marg, Lucknow – 226 001 invites tenders for Annual Pest control contract of SIDBI Office, SIDBI Officers' Residential flats and Staff Quarter at:

- I. SIDBI Head Office, SIDBI Tower, 15 Ashok Marg, Lucknow.
- II. SIDBI Officers Apartment, 16 MMM Marg , Lucknow.
- III. SIDBI Officers Apartment, 'B' wing Arif King's Apartment, Mall Avenue Lucknow.
- IV. SIDBI Officers Apartment, Chitrashilla Apartment, Indira Nagar, Lucknow.
- V. Staff Quarter, Indira Nagar, Lucknow.

The bidders are requested to submit their bids in the attached Tender Document comprising–

Envelope I : Tender Notification, Tender summary, form of quotation and application, General Terms and conditions, Tender Details, Technical specifications and Undertaking, duly signed on each page.

Envelope II : Price Bid duly filled in and signed on each page.

The tender document can be obtained from the office of Small Industries Development Bank of India (SIDBI), SIDBI Tower, 15, Ashok Marg, Lucknow – 226 001 from July 03, 2018 to July 23, 2018 between 9.30 am to 5:30 pm on working days (Monday to Friday) at a price of ` 200/-.

The tender documents along with Price Bid shall be submitted in two separate sealed envelopes super scribing "Annual Pest control contract of SIDBI Office, SIDBI Officers' Residential flats and Staff Quarter at (i) SIDBI Head Office, SIDBI Tower, 15 Ashok Marg, Lucknow, (ii) SIDBI Officers Apartment, 16 MMM Marg , Lucknow, (iii) SIDBI Officers Apartment, 'B' wing Arif King's Apartment, Mall Avenue Lucknow, (iv) SIDBI Officers Apartment, Chitrashilla Apartment, Indira Nagar, Lucknow, (v) Staff Quarter, Indira Nagar, Lucknow. – **Envelope I (Technical Bid)**" and "Annual Pest control contract of SIDBI Office, SIDBI Officers' Residential flats and Staff Quarter at (i) SIDBI Head Office, SIDBI Tower, 15 Ashok Marg, Lucknow, (ii) SIDBI Officers Apartment, 16 MMM Marg , Lucknow, (iii) SIDBI Officers Apartment, 'B' wing Arif King's Apartment, Mall Avenue Lucknow, (iv) SIDBI Officers Apartment, Chitrashilla Apartment, Indira Nagar, Lucknow, (v) Staff Quarter, Indira Nagar, Lucknow. – **Envelope II (Price Bid)**" respectively. Both the sealed envelopes should be sent in a common envelope super scribing "Annual Pest control contract of SIDBI Office, SIDBI Officers' Residential flats and Staff Quarter at (i) SIDBI Head Office, SIDBI Tower, 15 Ashok Marg, Lucknow, (ii) SIDBI Officers Apartment, 16 MMM Marg , Lucknow, (iii) SIDBI Officers Apartment, 'B' wing Arif King's Apartment, Mall Avenue Lucknow, (iv) SIDBI

Officers Apartment, Chitrashilla Apartment, Indira Nagar, Lucknow, (v) Staff Quarter, Indira Nagar, Lucknow. Envelope I and II" shall be sent at the above mentioned address of the office of SIDBI so as to reach on or before **15:00 hrs of July 23, 2018**. Late tenders will not be accepted and are liable to be rejected.

The above offer will be subject to various terms and conditions given in the Tender Document. The bidders are requested to visit the site to acquaint with site conditions and type of work involved. Site Visit can be done between July 05 to July 20, 2018 from 10.00 am to 5.00 pm.

No extra sheet or extra conditions should be attached with the Tender Document. **Conditional tenders will be summarily rejected and the tender may not be considered for evaluation.** Any doubt or clarification may be clarified from the officer-in-charge before submitting the Tender Document.

The validity of tender will be 120 days from the date of opening of the Price Bid.

Please note that SIDBI reserves the right to reject any or all the tenders without assigning any reason thereof.

Signature :

Name of the Tenderer :

Date / Place :

Seal :

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, Gol.
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/RFO.

Tender Summary

Sr. No.	Particulars	Details
1	Nature of Work	For Annual Pest control contract of SIDBI Office premises and Residential flats at Lucknow.
2	Site of Work	I. SIDBI Head Office, SIDBI Tower, 15 Ashok Marg, Lucknow. II. SIDBI Officers Apartment, 16 MMM Marg, Lucknow. III. SIDBI Officers Apartment, 'B' wing Arif King's Apartment, Mall Avenue Lucknow. IV. SIDBI Officers Apartment, Chitrashilla Apartment, Indira Nagar Lucknow. V. Staff Quarter, Indira Nagar, Lucknow.
3	Stipulated dates	
	Last date and time of submission of Tender Document	15:00 hrs of July 23, 2018
	Site Visit	10.00 am to 5.00 pm from July 05, 2018 to July 20, 2018.
	Pre bid Meeting	11.30 am, July 13, 2018
	Opening of Technical bid	15:30 hrs of July 23, 2018. Financial bid shall be opened at a later date which shall be notified to eligible bidders
		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.
	Validity of Tender	120 days from the date of opening of Price Bid
4	Time period of contract	The period of contract will be 12 months from the date as mentioned in work order.
5	Earnest Money Deposit (EMD)	Nil
6	Other Terms	The total security deposit amounting to 6% of the contract value will be required to be deposited by the successful bidder within 7 days of award of contract to successful bidder. Total security Deposit will be released to the agency without interest after successful completion of the contract.
7	Estimated Amount	4.5 Lakh

Signature :



Tender for Annual Pest Control contract of various SIDBI Office and Officers' flats at Lucknow

Name of the Tenderer :

Date / Place :

Seal :

Form of Quotation

The DGM (APV)
SIDBI,
Lucknow

Dear Sir,

Sub:- Tenders for Annual Pest control contract of SIDBI Office, SIDBI Officers' Residential flats and Staff Quarter at (i) SIDBI Head Office, SIDBI Tower, 15 Ashok Marg, Lucknow, (ii) SIDBI Officers Apartment, 16 MMM Marg , Lucknow, (iii) SIDBI Officers Apartment, 'B' wing Arif King's Apartment, Mall Avenue Lucknow, (iv) SIDBI Officers Apartment, Chitrashilla Apartment, Indira Nagar, Lucknow, (v) Staff Quarter, Indira Nagar, Lucknow.

We have examined the terms and conditions of the Tender Document. We have also visited the sites where above work has to be carried out and acquainted ourselves with the nature of work involved. We hereby offer our quotations as specified in the Tender Document- Envelope I (Technical Bid) & Envelope II (Price Bid) .

We have fully understood all the conditions made for the captioned work and have taken into account all the conditions while quoting the rates in the Tender Document- Envelope II (Price Bid). The bill of quantities in Price Bid has been read in conjunction with all the terms and conditions of Tender.

We are also aware that SIDBI reserves the right to reject any or all the offers without assigning any reason whatsoever. As required by you, I/We am/are submitting herewith Tender Document (Envelope I & II) duly signed by me/us at each page as a token of our acceptance of the provisions of the Tender Document.

In the event of this tender being accepted, I/we agree to undertake the work as specified in tender.

Signature :
Name of the Tenderer :
Date :
Place :
Seal :

Eligibility criteria for Contractors

Applications are invited from experienced and competent contractors (**Lucknow based/ having registered branch office at Lucknow**) for taking up the Annual Pest control contract of SIDBI Office, SIDBI Officers' Residential flats and Staff Quarter at (i) SIDBI Head Office, SIDBI Tower, 15 Ashok Marg, Lucknow, (ii) SIDBI Officers Apartment, 16 MMM Marg , Lucknow, (iii) SIDBI Officers Apartment, 'B' wing Arif King's Apartment, Mall Avenue Lucknow, (iv) SIDBI Officers Apartment, Chitrashilla Apartment, Indira Nagar, Lucknow, (v) Staff Quarter, Indira Nagar, Lucknow subject to fulfilling following eligibility criteria :

Minimum qualifying criteria

1. Contractors should have **minimum 5 years of experience** in the field.
2. Contractors should have done at least one job of following magnitude **in the last 5 years** - Annual pest control in the office and Residential premises of similar nature with AMC works costing around `3.5 Lakh for 1 job or around `2.00 Lakh per annum for 2 jobs.
3. The contractor should be an Income-tax assessee and should have filed Income Tax return for the last 3 assessment years.
Contractor to be in profit, at least in one financial year during the last three financial years.
Annual gross income reflected in any one of the three financial years should have been taxable.
4. The contractor should have valid Goods and Service Tax Registration, Registration with the labor Department, P.F. and ESI registration, necessary insurance of the workers, Necessary licenses for pest control.
5. The **contractor could be a firm or a company** and should be registered with Registrar of Firms/ Companies wherever applicable.
6. Contractor should have sufficient manpower and tools/ materials to take up the work.
7. **Contractor should be registered with IPCA (India pest control Association) certificate. An ISO 9001 certified company will be preferred.**

How to apply

Application should be submitted in the prescribed form (enclosed) along with signed and stamped copies of the following documents:-

- 1) Certificate of registration of the firm, if any
- 2) Solvency certificate from the Bankers for an amount of Rs.10 lakhs or Income Tax return filing to assess the soundness
- 3) Letters of empanelment with other organization/ statutory bodies, if any.
- 4) Letters of intent/ work order/ certificate from other employers showing details of work, value, etc., done in last 2 years.

5) Necessary license, Registration certificates with various above mentioned departments, PAN etc. duly signed and stamped by the contractor to be attached with the Tender.

Completed application form along with the above documents shall be submitted in sealed envelope clearly indicating the name of work on top of the envelope to :-

The Deputy General Manager (Administration and Premises Vertical)
Small Industries Development Bank of India
SIDBI Tower, 15, Ashok Marg
Lucknow - 226 001 (Uttar Pradesh)

Furnishing of false information or suppression of any information would lead to rejection of application and/or initiation of penal proceedings by the Bank.

(Deputy General Manager)

APPLICATION FORM

(Technical Bid to be submitted in Envelope I)

1. Name of the Organization :

2. Registered Address :
 - (i) Telephone No -
 - (ii) Fax No -
 - (iii) E - mail address -
 - (iv) Name of contact person -

3. Office Address / Branch Address :
 - (i) Telephone No -
 - (ii) Fax No -
 - (iii) E-mail address -
 - (iv) Name of contact person -

4. Year of Establishment (Attach Supporting Document) :

5. Status of the firm :

(whether Company / Firm / Proprietary)

(In case of Ltd Company,

Memorandum and Articles of Association to be attached)
6. Name of the Directors / Partners / Proprietor
 - 1.
 - 2.
 - 3.
7. Whether registered with the Registrar :

of Companies / Registrar of Firms. If so,

mention number and date

8. a) Name and address of Bankers
 - i)
 - ii)
 - ii)
 - iv)

Tender for Annual Pest control contract of SIDBI Office, SIDBI Officers' Residential flats and Staff Quarter at (i) SIDBI Head Office, SIDBI Tower, 15 Ashok Marg, Lucknow, (ii) SIDBI Officers Apartment, 16 MMM Marg , Lucknow, (iii) SIDBI Officers Apartment, 'B' wing Arif King's Apartment, Mall Avenue Lucknow, (iv) SIDBI Officers Apartment, Chitrashilla Apartment, Indira Nagar, Lucknow, (v) Staff Quarter, Indira Nagar, Lucknow.

General Terms and Conditions

1. 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.**
2. Successful bidder shall deposit a security deposit equivalent to 6% of accepted contract value in the form of Demand Draft drawn in favor of Small Industries Development Bank of India payable at Lucknow within a week from the date of issue of work order. The deposit will not carry any interest and will be refunded after completion of the contract. In the event of breach of contract by the contractor, the security deposit will be forfeited.
3. The Quarterly pest control charges shall be paid to the contractor after completion of services of each Quarter. The contractor shall submit Quarterly bill indicating that, the whole work is carried out satisfactorily along with the verification from Occupant/ Care taker/ Authorized representative of Bank. Applicable taxes will be deducted at source.
4. The rates quoted shall include cost of all tools and tackles, manpower cost including wages(including P.F, ESI contribution Employee and Employer), liveries etc., taxes & duties (including applicable taxes such as services tax, Works contract Tax etc.), Insurance (if any) etc. Payable to the appropriate authority. No extra payment over and above the rate quoted shall be made to the contractor in this respect.
5. **The contractor should comply with the requirements of latest Labour Laws and Minimum Wages Act, 1948 and its latest amendments, etc. Minimum wages of labour to be paid as per the latest applicable central minimum wages.**
6. **Insurance - The contractor should take adequate insurance cover as per the extant rules / acts for its staff. In case the contractor fails to take necessary insurance cover, SIDBI may obtain such insurance cover and adjust the amount from contractor's bills, deposits, etc. without any recourse to the contractor.**
7. *The contractor shall be entirely responsible for the conduct of his staff. In case of any misbehavior / misconduct by the staff, contractor would have to remove such staff, as advised by SIDBI. If required, the contractor may be advised to obtain police verification report of his staff employed, whenever felt necessary. In case of non-compliance, SIDBI*

reserves the right to withhold the payments partly and no plea in this regard shall be entertained.

8. The contractor shall be solely responsible for all injury to the workmen and for all damages caused to the building, DG set and other properties that may occur due to negligence, carelessness, accidental or any other reasons whatsoever. The contractor shall duly indemnify SIDBI and hold SIDBI harmless in respect of all and any such expenses arising from all such injuries or damages to any person(s) or property as aforesaid and also in respect of any claim made in respect of injury or damage under any act of compensation or damage consequent upon such claim.
9. In case of unsatisfactory service, SIDBI reserves the right to terminate the contract by giving 15 days notice and forfeit the security deposit. Decision of SIDBI in such matters shall be final and cannot be challenged.
10. Before quoting, the bidder may visit the site and make himself familiar with the site, nature and conditions of work involved.
11. The successful contractor shall be required to give an undertaking with the Quarterly bills in the enclosed format that he is making regular payments to his employees as per the Minimum Wages Act, ESI, EPF Act and complies all other applicable labour laws/ statutes.
12. The contractor shall maintain necessary records / registers for stock and consumption of materials, Chemicals/ insecticides/ pesticides etc. as advised by the Premises Department.
13. Contractor shall take/ provide all necessary precaution and preventions for safety of any human present while fogging, spray, gel/ paste application etc

Scope of work

For Pest control the Reputed agency **only** will be responsible to take up Pest control periodically in office and all residential premises, which will be of two types as mentioned below.

- i) **General Pest Control** which means eradication of Cockroaches, Mosquitoes, Flies, Lizards, insects etc. through permitted insecticides/ pesticides as per Government of India and WHO norms. The Pest control should cover all the places like under the tables, chairs, almirahs, on and around the pile of files, on wooden furniture, on false ceiling, on all staircases, Ducts, Chambers, lift lobby, on all toilets drain ducts, on all pantry rooms, in all stores and any hidden space under the furniture and should leave no space unattended.
- ii) **Rodent Control:** Rodent controlling should be done fortnightly / as per orders and instructions on the subject.

Agencies must ensure that the pest control once done shall remain effective up to next pest control failing which it shall have to be done again without any cost.

The pesticides, etc. used for pest/rodent control, should not have adverse impacts on human health.

Specifications of Pest Control Services for various Bank's premises at Lucknow.

An approx. area of operation shall include:

S. no.	Building Description.	Built up Flat area (sqft.)	Locations under pest control.
1.	SIDBI Head office, 15 Ashok Marg, Lucknow. Head office of SIDBI having two blocks. Block 'A' having Basement + 9 Floors and Block 'B' having Basement + 5 Floors.	69000 approx for building.	Works stations, cabins, equipment machinery area, toilets wardrobes/ almirah, drawers, compactor, ducts, false ceiling, stair case lift duct, machine/ lift room, basement, parking, terrace, toilets, voids between Building structure and Structural glazing, open area, guard room, Safe custody area, passage, pipe and electrical duct etc and any other location where the pests can be found/ breed.
2.	16 MMM Marg Residential Building. It is Residential Apartment for senior officers of SIDBI with stilt + 8 Floors. Having 8 nos. of 3BHK and 8 nos. of 4 BHK Flats.	4 BHK (2250 sq.ft. each flat) 3 BHK (1770 sq.ft. each flat)	Stilt, open area, Parking, Panel room, terrace, Ducts, Machine/ lift rooms, Lift lobby, 3 and 4 BHK Flats complete area, Stair cases, open area, guard room, pump room, passage etc and any other location where the pests can be found/ breed.

3.	'B' Wing Arif King's Apartment, Mall Avenue, Lucknow. It is Residential Apartment for officers of SIDBI with stilt + 6 Floors having 12 nos. of 3BHK and 12 nos. of 2 BHK Flats.	1148.75-2 BHK, 1450.29-3 BHK	Stilt, open area, Parking, Panel room, terrace, Ducts, Machine/ Ifit rooms, Lift lobby, 3 and 4 BHK Flats complete area, Stair cases, open area, guard room, pump room, D.G. set , passage etc and any other location where the pests can be found/ breed.
4	Chitrashila Apartment, Indira Nagar, Lucknow. It is Residential Apartment for officers of SIDBI with stilt + 5 Floors having 58 nos. of 2 BHK Flats.	1100 sqft.	Stilt, open area, Parking, Panel room, terrace, Ducts, Machine/ Ifit rooms, Lift lobby, all Flats complete area, Stair cases, open area, guard room, pump room, D.G. set , passage etc and any other location where the pests can be found/ breed.
5	SIDBI Staff Quarter, Indira Nagar, Lucknow. It is Residential Apartment for Staff of SIDBI with Ground + 3 Floors having 12 nos. of 2 BHK and 8 nos. of 1 BHK Flats.	846.17 sqft, - 2 BHK Flat , 577.54 sqft. - 1 BHK Flat.	Ground, open area, Parking, Panel room, terrace, Ducts, Machine/ Ifit rooms, Lift lobby, 2 and 1 BHK Flats complete area, Stair cases, open area, guard room, pump room, D.G. set , passage etc and any other location where the pests can be found/ breed.

Tenderers shall have to be entirely responsible to maintain separate records, duly signed by the concerned Occupant/ Care taker/Authorised representative, apart from their challans every month, clearly indicating minimum frequency of operation as under:

- 1. Fogging- Fortnightly/ as per requirement.**
- 2. Spray treatment- Quarterly/ as per requirement.**
- 3. Gel/ Paste Treatment - Quarterly/ as per requirement.**
- 4. Rodent control - Fortnightly/ As per requirement.**

Tenderer must be fully equipped with foggers/mist blowers, dusters, sprayers, adequate traps to control rats/cats/bats/snacks/lizards, wasp hives and bee hives, termite treatment, gumboots, etc. which will be frequently used in SIDBI Premises and they should have valid insecticide licence & other licences, for the job.

OTHER TERMS & CONDITIONS

1. The contractor shall undertake pest control measures through WHO/ Government approved chemicals/ insecticides/ Pesticides and brands only,
2. Pest control contractor should obtain every prior information to risks contingencies and other circumstances in their own interest and shall be deemed to have full knowledge to carry out their most effective service to the ultimate satisfaction of the Management during any part of the contractual period.
3. Non-toxic herbal or WHO/Government approved gel/paste shall be used which is not harmful to human being and not risky.
4. Pest Controller shall entirely responsible to maintain separate records duly signed by the concerned Occupant/ Care Taker apart from their challans every month clearly indicating minimum frequency of operation.
5. The payment shall be made Quarterly on the production of certified bills from the concerned Occupant/ Care Taker. SIDBI shall have full right to deduct applicable taxes and penalty if any under clause no. 8 of scope of work.
6. Proportionate payment shall be deducted, if pest control treatment is not carried out in the entire premises/flats while settling the quarterly bills of the contractor.
7. Security Department/ concerned department may do a certification of challans of the insecticide brought and used under proper entries. The quantity of chemicals required will be brought in company sealed containers along with the challan at the beginning of the month and stored for use.
8. The Contractor shall be fully responsible and liable for implementation of various laws enforce or to be enforced by Government/local authorities during currency of contract viz. labour laws and social obligations such as Minimum Wages Act, ESI Act, PF Act, Income Tax, etc. and the management shall have right to recover the amount from his bills, if any, even after the breach of contract or termination of the contract, which shall be binding on the contractor.
9. SIDBI also reserves the right to place initial work order on trial basis and shall have full right to terminate the services with immediate effect during any part of the contractual period without assigning any reason, which will be binding on the successful contractor.
10. Rates quoted by the contractor shall be firm and no escalation will be considered for the 12 months period of the contract. Contract may further be extended up to Two more years based on the performance with an increase of 5% of the initially quoted rates for first years and 10 % of the initially quoted rates for second year in the rate (all inclusive).
11. Penalty Clause, deduction of 0.5% of the work value per week on Quarterly basis will be deducted if services are found unsatisfactory.

Place:

Date :

[Authorised Signatory]

[Rubber Stamp]

UNDERTAKING BY THE CONTRACTOR/ AGENCY

I, S/o Proprietor / Partner / Director of do hereby declare and undertake as under:

That in the capacity of independent Labour Contractor for M/s. I have complied with the provisions of all laws as applicable. I have paid the wages for the month of which are not less than the Central / State Government's minimum wages rates as applicable, to all my employees and no other dues are payable to any employee.

That I have covered all the eligible employees under Employees' Provident Funds and Miscellaneous Provisions Act and the Employees' State Insurance Act and deposited the contributions for the following months and as such no amount towards contributions whatsoever is payable.

I further declare and undertake that in case any liability pertaining to my employees is to be discharged by the M/s. due to my lapse, I undertake to reimburse the same M/s. is also authorized to deduct the same from my dues as payable.

CONTRACTOR/ AGENCY

Authorised Signatory

ARTICLE OF AGREEMENT

ARTICLE OF AGREEMENT made at Lucknow on this __ day of __ 2018 between Small Industries Development Bank of India, a corporation established under the Small Industries Development Bank of India Act, 1989 (39 of 1989) and having its Head Office at 15, Ashok Marg, Lucknow (hereinafter called the Bank) of One Part And " _____ " a ___ within the meaning of the ___ and having its Registered Office at _____ [hereinafter called the Pest Control (CONTRACTOR)], the Other Part / Second Part.

Whereas the Bank is desirous of awarding the job of Pest Control services at SIDBI Head Office and residential quarters at LUCKNOW. (hereinafter referred to as the premises and more precisely described in the Tender Documents) under Pest Control Services (CONTRACTOR) Contract. The services include Pest and rodent control services for the Bank's Office building and residential premises at Lucknow. The details of services and scope of work / services are given in Tender Document and Addendum which forms part of the Agreement and the Tender Document and Addendum for the sake of brevity will be referred to as the " Contract Document " in these presents.

Whereas the said contract was awarded to the Contractor vide Bank's letter No. _____ dated _____, 2018 which was duly accepted by the contractor on ____, 2018 (hereinafter referred to as the 'offer letter'). Whereas as per the offer letter, Contractor is required to execute an agreement with the Bank and to reduce the terms and conditions as agreed upon into writing through these presents.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. For the consideration hereinafter mentioned, the Contractor will hereby agree upon and subject to the terms and conditions contained therein, carry out all the work and render the services, as indicated in Annexure I and more particularly described in contract document at all the designated places.

2 a) The Bank after satisfaction of the services rendered by the Contractor, will pay to the contractor contract amount of ` _____ (Rupees _____ only) per year (hereinafter referred to "the Contract Sum"), details of which are given at Annexure II or such other sum as shall become payable hereunder on monthly basis after completion of each month and submission of bill thereof after performing all the work in pursuance of the Contract Document and to the satisfaction of the Bank.

b) The GST is included in the contract amount and Contractor will pay Tax directly to the concerned authority and produce its necessary proof, if demanded by the Bank.

3. The Contractor shall arrange every reasonable facility and carry out all works relating to the maintenance of various services in the manner laid in the contract documents till the completion of the contract.

4. This contract is neither a fixed Lump Sum contract nor a Piece work contract. But is a contract for comprehensive Electrical Maintenance of SIDBI Tower, Lucknow and its services / facilities and to be paid for proportionately according to the actual service performed.

5. The Bank reserves to itself the right of altering the scope of work and nature of the work by adding to or omitting any items of work or having portion of the same carried out through other agency without prejudice to this

contract. The contractor will only be paid for the actual service performed and work done payable at the accepted unit rates.

6. The parties hereto shall abide by, submit themselves to the conditions and perform the task as per the agreement on their parts respectively in such conditions contained.

7. This agreement and the documents mentioned herein shall form the basis of the contract. The provisions contained herein shall be read in conjunction with the provisions of the said documents.

8. The Contractor hereby agree and declare that

a) his quoted cost / rates as indicated above includes day to day maintenance and repairs as detailed out in the contract document and shall be inclusive of all labour and material including all duties, royalties GST or any other taxes or local charges. No extra claim on this account will be entertained. However, Labour charges for major repairs (beyond scope of work) will be paid extra to the Contractor as explained in the tender.

b) It shall not demand any conveyance charges from the Bank for performing the work as per the terms and conditions of the contract.

c) The contractor shall liaison with the statutory authorities for compliance of statutory requirements and produce all the relevant statutory documents for inspection by the Bank and Government Authorities.

9. If the Bank is not satisfied for the services rendered by the contractor, recovery will be made by the Bank for not carrying out the job stipulated within reasonable period as per the terms and conditions of the contract document.

10. The contractor, as per the terms of the contract, agrees and declares that number of full time / part time skilled / unskilled workers to be employed by the contractor shall be strictly adhered to so as to perform the work satisfactorily during the entire period of the contract. In case, additional resources are required for satisfactory performance of the job, the same shall be employed by the Contractor at its own cost and no additional payment shall be made by the Bank.

11. Both parties hereby agree that timely performance of the contractual obligation shall be considered as the essence of the contract and the contractor hereby agrees to perform the job to the satisfaction of the Bank during the stipulated contract period within reasonable time.

12. All payments by the Bank under this contract will be processed only at Lucknow in Indian Rupees and shall be within 15 working days from the submission of bills including period of checking subject to bill being in complete shape as described in the contract document and format to be mutually agreed.

13. That the several parts of the contract documents have been read by the contractor and fully understood by him/them. The contractor shall not be entitled for the payments for any extra major work done beyond the contract unless ordered for, by specific instructions with prior approval from the Bank.

14. This contract shall be initially for a period of 2 years from the date of commencement of the work i.e. _____, 2018 and The Material rate quoted by the contractor shall be remain unchanged for the entire period of the contract, however manpower wages would be paid on actual labour deployed at site as per the prevailing minimum wages as per Ministry of Labour & Employment , Office of Chief Labour Commissioner, N. Delhi.

The contract can be extended further, if need be on the mutually agreed terms. If the Contractor fail to perform any of its obligations under this agreement and if the Bank is dissatisfied with the services of the Contractor during the regular and / or extended period, the services of the Contractor will be terminated by the Bank after giving a notice period of one month and the

Bank shall have right to encash the Bank Guarantee submitted as Security Deposit. The Bank shall not be liable for any cost, damage, expenses or any loss whatsoever that Contractor may suffer due to termination of the contract. In case Contractor do not want to continue with the contract, he may terminate the contract by giving 3 months notice to the Bank and he shall continue to perform his duties during notice period or till alternate arrangement is made by the Bank, whichever is earlier. Under such situations, the Bank shall have right to forfeit the security deposit by encashment of the Bank Guarantee and to award the contract to new agency.

15. During the currency of the contract, it shall be the responsibility of the contractor to keep all their labour /staff insured for the amount indicated in the tender as well as to comply all the provisions of prevailing labour legislation and all other relevant Acts for minimum wages, health facilities, Provident Fund, ESIC etc. and the Bank will not be liable or responsible for any damages, claim, charges whatsoever demanded by any Authorities / Forum for Servants or Agent of the Contractor for any wrongful act or omission not complying the statutory requirement or for any matter connected therewith. In case any claim is received by the Bank on this account, the contractor shall indemnify the Bank for the same.

16. In case, contractor do not carry out any items of work or any work carried out by the contractor, is not satisfactory, the Bank will have right to get this work executed by other agency at the risk and cost of contractor and the expenses shall be adjusted from the contractor's bill.

17A. The Contractor shall maintain a proper record / register indicating reason for not attending to any particular complaint within time schedule and also for non-completion of routine activities, failing which appropriate compensation as indicated in contract document shall be recovered.

17B. All the works shall be carried out as per the prevailing practices and by using best quality materials as indicated in tender or instructed by the Bank. The contractor shall be wholly responsible for the damages to the property of Bank / occupants due to improper practices or carelessness, etc.. In such cases, Bank reserves the right to recover appropriate compensation.

18. The contractor cannot sublet the work without the prior permission of the Bank. However, he may be required to depute specialised agencies for a particular work, approval of which may be sought from the Bank before appointing. It shall be entirely contractor's responsibility to pay timely such agencies without any implication on the work.

19. **Conduct of its worker**

The contractor and his workers shall maintain necessary decorum / discipline while carrying out the work. Any indecent behavior shall not be tolerated and stern action for the same shall be initiated against the contractor / his staff.

20. All disputes and differences of any kind whatsoever arising out of or in connection with the contract whether during or after completion of contract shall be deemed to have arisen at Lucknow and only court in Lucknow shall have jurisdiction to determine the same.

IN WITNESS WHEREOF the Employer has set its hand to these presents through its duly authorised official and the contractor has set its hand through Power of Attorney holder Mr. _____, M/s. _____ has caused these presents and the said to duplicates hereof to be executed on its behalf, the place, day, month and year first herein above written.

SIGNED AND DELIVERED by the Small Industries Development Bank of India by the hand of Shri _____, Deputy General Manager, Administration and Premises Vertical.

in the presence of



Shri _____, Asst. General Manager, SIDBI, LUCKNOW

Shri _____, Manager, SIDBI, LUCKNOW

SIGNED AND DELIVERED by M/s. _____ by the hand of Shri _____.

In the presence of

i)

ii)

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 General Maintenance & House Keeping Services contract for SIDBI Officers quarters, 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 General Maintenance & House Keeping Services contract for SIDBI Officers quarters, Lucknow (indicate the amount in Rs. / foreign currency) Rs.____/- (Rupees _____ Only) towards the due fulfillment 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 and 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 of discharged of till SIDBI certifier 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 of 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 _____(atleast 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 (atleast 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 (atleast 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 (atleast 6 months from 2 years of date of issue) irrespective of whether or not the original guarantee is returned to us.

PROFORMA - 1

PARTICULARS IN RESPECT OF WORK EXECUTED and WORK IN PROGRESS)

Sl. No.	Name of Work/ Project with Address	Short Description of Work and built up area	Name, contact details & address of Owner	Value of Work Executed	Stipulated Time of Completion	Actual Time of Completion	Name & contact no. of Organisation /Architect/ Engineering-in-charge
1	2	3	4	5	6 *	7 *	8 *

*** Applicable for executed works**

PROFORMA - 2

KEY PERSONNEL PERMANENTLY EMPLOYED

Sl. No.	Name	Designation	Qualification	Experience	Years with the Firm	Any Other
1	2	3	4	5	6	7