



**TENDER FOR ANNUAL CONTRACT FOR GENERAL MAINTENANCE AND  
HOUSEKEEPING, QUARTERLY CLEANING OF FLATS OF RESIDENTIAL PREMISES  
AT LUCKNOW**

(भाग II – तकनीकी बोली /PART II- Technical Bid)

निविदा संख्या :314/2022/1658/HO1 दिनांक: 01/09/2021

**Tender No.: 314/2022/1658/HO1 Premises Dated: 01/09/2021**

प्रस्तुत करने की अंतिम तिथि 22 सितंबर, 2021 को सायं 15:00 बजे तक /

**LAST DATE OF SUBMISSION SEPTEMBER 22, 2021.**

**UPTO 1500 Hrs.**

को जारी किया गया :-

**Issued to :-**

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उपमहाप्रबंधक (परिसर) /The Dy. General Manager (Premises)

भारतीय लघु उद्योग विकास बैंक (सिडबी),

Small Industries Development Bank of India (SIDBI),

SIDBI Tower, 15, Ashok Marg,

Lucknow-226001

## **1. Instructions to the Bidders**

**All the intending Bidders are requested to note the following important provisions-**

- 1.1 Part-II of the tender document i.e. Technical Bid is to be read along with prequalification document (Part-I) and price bid (Part-III).
- 1.2 Part-II of the tender documents shall be taken into consideration of only eligible prequalified agencies selected after scrutiny of their applications, supporting documents vis-a-vis the prequalification criteria and other requirements as indicated in the Part-I of the tender document.
- 1.3 All the intending bidders, agencies should visit the site, go through the scope of work, schedule, manpower, intent, various compliance, etc. and quote accordingly in the price bid i.e. Part-III.
- 1.4 Provisions applicable for Micro and Small Enterprises (MSEs).
  - a. SIDBI is governed by Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI.
  - b. 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).
  - c. 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.
  - d. 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. 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.
- 1.5 This document contains following Annexures which should be read and understood carefully while quoting the rates in the price BOQ i.e. Part III .
  - a. **Annexure A-** staff strength at site for various works.
  - b. **Annexure B-** Rate for supply of additional labours.
  - c. **Annexure C-** List, Type of Manpower and Wages.
- 1.6 Benefits under the Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012 will be applicable.
- 1.7 The Pre-Qualification Criteria (PQC) related to prior turnover and prior experience of the bidder will be relaxed if the bidder is Micro and Small Enterprises or Startups and meets the quality and technical specifications described in the tender, subject to submission of valid supporting documents by the bidder.

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## **Annexure-A**

### **Staff Strength at SIDBI Residential Premises**

#### **NON-TECHNICAL CONTRACT STAFF**

#### **1. Cleaning of office premises with following labours [Unskilled]**

(Strength indicated is minimum, however, contractor is required to increase the same based on the need and scope of work).

#### **Duty time:**

**Shift One: Full Day - 7 Nos. [Men] Time 07:00 Hrs to 15:00 Hrs(Men)**

**Shift Two: Full Day -1 Nos (Men) Time 10:00 Hrs to 18:00 (Hrs)**

**Out of 3 full time unskilled at Chitrashila Apartment one unskilled work in 10:00 Hrs to 18:00 Hrs and incase of any emergency he should be ready to go Staff Quarter.**

#### **Location details for unskilled (except gardener) to be deployed**

<b>Sl.No.</b>	<b>Name of the Location</b>	<b>Full Day</b>
<b>01.</b>	<b>SIDBI Officers Flats, 16 MMM Marg, Lucknow-226001</b>	<b>2</b>
<b>02.</b>	<b>Kings Apartment, Mall Avenue, Lucknow-226001</b>	<b>2</b>
<b>03.</b>	<b>Chitrashila Apartment, Plot No. 2/Gh/101, C Block, Indiranagar, Lucknow -226016.</b>	<b>3</b>
<b>04.</b>	<b>Staff Quarters, Sector 21, Indiranagar, Lucknow-226016</b>	<b>1</b>

#### **Gardener – 2 Nos (Men) Time 10:00 Hrs to 18:00 Hrs**

- i) Out of two gardener One will look after 16 MMM Marg & Kings Apartment. Another will look after Chitrashila Apartment & Staff Quarter.

#### **Brief scope for unskilled & gardener**

- CLEANING/ MOPPING / TERRACE/ BASEMENT CLEANING OF COMMON AREA INCLUDING COMMON TOILETS.
- Watering plants/ Maintaining garden in good condition as per the instructions of the Bank.

For deduction purpose, @ Rs. 600/- per day per cleaning staff shall be recovered in case the strength of the staff is less than as indicated.

**Shift Timings and number of staff to be deployed may be changed with the approval of SIDBI for efficient services / utilization of manpower.**

## **TECHNICAL CONTRACT STAFF LOCATION WISE**

### **2. Wireman - 4No. (08 Hours each ), 6 DAYS A WEEK [Skilled]**

For deduction purpose, @Rs.750/- per shift (8 hours) shall be recovered in case the strength of the staff is less than as indicated. He should have valid electrical license and possess minimum 5 years' experience of managing various mechanical & electrical installations. They should also be provided with a mobile phone.

- i) 1 No. each wireman will be stationed at Chitrashila , 16 MMM Marg, Kings Apartment and Staff Quarter.
- ii) Though duty of Electrical Wireman engaged is 8 hrs, shall be available on call within 2 hrs .
- iii) Contractor should ensure that at a time not more than 2 wireman will be given weekly half. Weekly half to the wireman supposed to be given as per the directions of Bank.

### **3. Plumber - 1 No. minimum 06 days a week [Skilled]**

For deduction purpose, @ Rs.750/- per day shall be recovered in case the strength of the staff is less than as indicated. He should have a valid experience of 5 years in Plumbing work.

- i) Plumber will look after all the four premises (i.e. Chitrashila Apartment, 16 MMM Marg, Kings Apartment, Staff Quarters)
- ii) Plumber will work as per the instructions Civil Supervisor/Bank.
- iii) Plumber should be provided with mobile phone. In case of any emergency plumber should be available within 2hrs of compliant.
- iv) **Transportation/Conveyance** for movement of plumber for **attending complaints as well as procurement of materials will not be paid**. Contractor supposed to include suitable amount in the Management & Supervision charges while quoting the amount for the same.

### **4. Carpenter- 1 No. minimum 06 days a week [Skilled]**

For deduction purpose, @ Rs. 750/- per day shall be recovered in case the strength of the staff is less than as indicated. He should have a valid experience of 5 years in Carpentry work.

- i) Carpenter will look after all the four premises (i.e. Chitrashila Apartment, 16 MMM Marg, Kings Apartment, Staff Quarters)
- ii) Carpenter will work as per the instructions Civil Supervisor/Bank.

- iii) Carpenter should be provided with mobile phone. In-case of any emergency plumber should be available within 2hrs of compliant.
- iv) **Transportation/Conveyance** for movement of Carpenter for **attending complaints as well as procurement of materials will not be paid**. Contractor supposed to include suitable amount in the Management & Supervision charges while quoting the amount for the same.

**5. Diploma Civil Supervisor - 1 No. and Diploma Electrical Supervisor- 1 No Full Time 6 days a week [Highly Skilled]**

He should be at least Full Time Diploma holder in Civil Engineering/Electrical Engineering with minimum 3 years post Qualification experience of managing various Civil/ Electrical Engineering related works in office / commercial / residential buildings.

- i) To manage complete Civil Works (Plumbing, Carpentry, general house keeping, Coordination with various AMC vendors etc.)/ Electrical works (Electrical Panels, Substation, Transformer , Coordination with various AMC vendors etc.) of entire premises (4 residential premises of Lucknow).
- ii) He should also be provided with a mobile phone.
- iv) He will be responsible for monitoring all the Housekeeping Staff/Technical staff/ Contractors (whenever required as per the instructions of the Bank)
- v) He will be responsible for all documentation and record keeping of all Civil /Electrical or maintenance related works of residential premises at Lucknow and day to day activities shall be reported to SIDBI officer in the office premises.
- vi) With the help of Head Cleaning Staff Diploma Civil Supervisor/Diploma Electrical Supervisor supposed to monitor the following
  - a) Cleaning of Terrace/passages/lift lobby/drive way/stilt area/Common Toilet
  - b) Coordination with various AMC providers viz., Water purifier/ Firefighting/Pest Control/Lifts/Water Pumps
- Vii) Monitoring of Mygate dashboard for disposal of complaints received.

For deduction purpose, @ Rs.1,500/- per day shall be recovered in case of absence.

**Notes:**

- 1. Contractor shall replace the manpower not acceptable to SIDBI with other suitable resources.

2. Common area of Residential Premises cleaning work should commence at 7.00 AM and should be over by 9.30 AM on working days or otherwise instructed.
3. The penalty / 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.

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## **I. Quarterly Cleaning**

### **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)

### **II. Scope of work for Quarterly Cleaning of Flats :**

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.

**Important Instruction- Quarterly Cleaning of Flats.**

**Contractor supposed to engage separate team for Quarterly Cleaning Work. In no case Bank will not entertain use of regular Housekeeping staff for the purpose of Quarterly Cleaning. If any housekeeping staff found working with Quarterly Cleaning Team an amount of Rs.2,000/- will be imposed as penalty for each such instance.**

**Mygate (help desk / entry exit of visitors app)**

MyGate is a mobile-based security management solution for gated communities. It was launched in SIDBI Lucknow residential quarters on 1st January 2021 with aim to provide online visitor management and complaint registration of occupant of premises. The myGate App is providing online services like reporting of various complaint like plumbing, electrical, carpentry, civil work etc on real time basis including its monitoring to completion satisfactorily. Their pre-agreed monthly service charges are being Incorporated and added in the tender. Any bill towards myGate service charges are to paid to them and subsequently charge to Bank by vendor.

Regarding online complaint management service in MyGate, there are unique facilities available such as Service Requests, Status Tracking, Defaulter Status, Department Control, Category Control, Complaint Staff Roster, Manual Assignment, Auto Assignment, Auto Escalation, Resolution, Reopening, Average Closure Time Report, Ratings & Comments.

MyGate app is very simple to use, and with some assistance, even senior citizens can use the app with ease. If someone finds the navigation difficult, MyGate have an IVR feature that helps in usage of the app.



**Annexure-B**

**Rate for supply of additional labours**

<b>Sl. No.</b>	<b>Activity</b>	<b>Rate admissible per day (all inclusive)</b>	<b>Remarks</b>
1	Supply of <b>unskilled workers (For full Time)</b>	As per Central Govt. Minimum Wages Act.	As and when required
2	Supply of <b>semiskilled workers (For Full Time)</b>	As per Central Govt. Minimum Wages Act.	As and when required
3	Supply of <b>skilled workers (For Full Time)</b>	As per Central Govt. Minimum Wages Act.	As and when required
4	Supply of highly <b>skilled workers (For Full Time)</b>	As per Central Govt. Minimum Wages Act.	As and when required

Note:

- 1.The contractor is required to arrange for the required labour at a short notice on advice of the Bank. Payment shall be released only for the number of days actual work done and if this work is not covered in the contract.
2. Additional up to 10% over the above rates shall be provided towards contractor's profits, overheads, taxes etc. only if this work is not covered in the contract.

**Signature and Seal:**

**ANNEXURE- C**

**List, Type of Manpower and Wages**

<b>Type of manpower</b>	<b>Nos.</b>	<b>Minimum Wages Rs.</b>
Unskilled – Housekeeping Staff, Men (Full day)	8	As per Central Government Minimum Wages Act.
Unskilled – Gardener Men, Full Day	2	As per Central Government Minimum Wages Act.
Skilled- Plumber, Carpenter, Electricians/Wirerman	06	As per Central Government Minimum Wages Act.
Highly Skilled - Civil Supervisor/ Electrical Supervisor (Diploma in Civil Engg./ Electrical Engg. With 3 year experience)	02	As per Central Government Minimum Wages Act.

**Note:**

1. Minimum wages payable to all categories of manpower shall be as per the Circular/Order issued by the Central Labour Commissioner from time to time.
2. The increase in labour rates, bonus, taxes etc. will be as per the Circular/Order issued by the Central Labour Commissioner from time to time.

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## **2. Broad Responsibilities and scope of work**

### **2.1 SCOPE OF WORK**

2.1.1 Contractors are required for manning and maintaining of residential premises including various services at Lucknow

- i) SIDBI Officers Flats, Chitrashila Apartment, 2/Gh/101, Block C, Indiranagar, Lucknow-226016.
- ii) SIDBI Officers Apartment, 16 MMM Marg, Lucknow 226001.
- iii) SIDBI Officers Apartment, Arif King Apartment, Mallavenue, Lucknow 226001.
- iv) SIDBI Staff Quarters, Sector 21, Indiranagar, Lucknow-226016.

such as electrical, housekeeping, plumbing, pest control, carpentry, provision and care of outdoor and indoor plants/flowers etc.

- 2.1.2 The single point responsibility at the cost of contractor shall cover Cleaning of all common areas, Common toilets, electrical rooms, floors, walls, columns, Common area ( furniture, chairs, tables etc. cleaning of Bank's Property) litter bins, lifts, staircases, basements, terraces at all level, parking, driveway, stores, light fittings (external), Common area grills etc. all the storage area must be cleaned.
- 2.1.3 Attending day to day miscellaneous carpentry, electrical and plumbing work.
- 2.1.4 Depositing Payments to local statutory authorities and service provider viz. Water/Electricity/Property tax etc. whenever required. No separate conveyance will be paid.
- 2.1.5 Coordination with various AMC providers viz., Water purifier/ Firefighting/Water Pump/Lift
- 2.1.6 Monitoring of Electrical panels, UPS and other installations through wireman and Diploma engineer.
- 2.1.7 Operation of diesel generator set, water pumps, related set up, of the building by appointing experienced and qualified staff including testing etc. and coordination with DG AMC vendor.
- 2.1.8 Periodical cleaning of drains - at least once in six months.
- 2.1.9 Supply of additional manpower as and when required at the rates as indicated at **Annexure B**.
- 2.1.10 Scope of work also includes repairs of taps, jet spray, valves, flush tanks, bottle traps, wall mixer, head shower, soap dispenser, waste pipes in case the same are not in serviceable conditions at the discretion of SIDBI. Replacement of these items will also be in the scope of contractor. However, the cost of the item will be paid separately after market verification / item will be arranged.
- 2.1.11 Scope of work also includes repair/ replacement of switches, sockets (power/telephone/data), indoor / external light fittings, lift lights including chokes, capacitors, fuse, lamps, Distribution Board fittings viz. MB / ELCB / MCB (All capacities) for internal lightings in case the same are not in serviceable conditions at the discretion of SIDBI. However, the cost of the item will be paid separately after market verification/ item will be arranged.

- 2.1.12 Annual inspection of HT & LT electrical installations at Residential Premises by PWD Electrical Inspector and obtaining necessary certificate, if any, as per the instructions of the Bank.
- 2.1.13 Scope of work related to annual inspection includes Liasoning, coordination with PWD inspector whenever called for, testing and inspection of earth pits, lightning arrestors, rising mains as follows:
- IR values of main distribution board, distribution panels and obtain clearance from PWD engineer once in a year
  - Testing & inspection of 6 nos. earth pits and submit reports once in a year,
  - Testing & inspection of LA and submission of reports once in a year,
  - Testing, inspection and submission of reports once in a year for 2 nos. of rising mains,
  - IR value and submission of report once in a year for incoming cables to main distribution board,
  - IR value report and inspection of Main distribution panel once in a year,
  - IR value report and inspection of DBs once in a year.

The above needs to be executed as per the instructions/directions of the Bank.

### **3. Schedule of Work**

A broad schedule of work shall be as follows:-

- 3.1 Cleaning of office premises on a daily basis including wet mopping and scrubbing.
- 3.2 Cleaning of Common toilets four times daily including posting checklist. It shall be responsibility of the General Maintenance and Housekeeping contractor to keep the same clean and dry.
- 3.3 Removal and disposal of garbage daily. (if not done, penalty of Rs. 2000/- per day will be imposed)
- 3.4 Cleaning of lift cabins daily and polishing as and when required.
- 3.5 Coordination with various AMC agencies as per instructions/directions of the Bank.
- 3.6 Sweeping of open area daily and washing the same weekly.
- 3.7 Cleaning of terrace daily.
- 3.8 Water tank cleaning (overhead and underground) once in a six months including disinfection treatment.
- 3.9 Garden and potted plants - upkeep and maintenance (including replacement according to the season) – daily.
- 3.10 Maintenance of all electrical, plumbing installations- daily.
- 3.11 Routine Operation and providing toilet fresheners, liquid soaps and other cleaning material of approved quality in Common toilets-daily.
- 3.12 Replacement of electrical and plumbing fittings (as detailed out in scope of work) if the same is not in serviceable conditions- as and when required.
- 3.13 Deep cleaning of all the areas as above shall be carried out on Saturday / holidays. All environment-friendly cleaning materials / equipments to be provided by the Contractor.

Contractor is required to maintain a proper schedule as well as record / quality management forms / work register with approval of Premises Vertical for the above activities. All the stationery / photo copying etc., for the purpose, the contractor has to arrange on his own. Contractor shall provide necessary tools and equipments to his workers for performing their work.

- 3.14 The contractor is required to maintain all the essential services in the Residential Premises. (Please refer the Price bid/BOQ for quoting the rates).

#### **4. Period of Contract**

4.1 The contract shall be valid for a period of **24 months** commencing from the date of award of contract. However, Bank will carry out performance review at the end of 1<sup>st</sup> year and contract will be extended only after satisfactory performance review. Bank reserves the right to review and terminate a part or whole contract before completion of the said period.

After completion of contract period, the contractor will continue with the arrangement for a reasonable period at the discretion of SIDBI at the quoted rates till a new contractor is appointed.

#### **5. EMD & Security Deposit**

5.1 Earnest Money Deposit (EMD) for the work is payable by DD along with Part-I of the tender (Envelop-1).

5.2 The EMD of successful bidders shall be returned on submission of Performance Bank Guarantee of Rupees----- towards security deposit. No charges shall be payable on this account. The BG should be in the format approved by the Bank and should be kept valid for a period of 24 months with a claim period of 6 months. EMD will be forfeited in the event of any refusal or delay on the part of the successful bidder to accept the Bank's offer for award of work or sign and execute the contract on acceptance of his tender. EMD shall also be liable for forfeiture in case the contractor delays the commencement of work or fails to perform his duties satisfactorily as per the contract. BG Should be submitted within 15 days from award of contract. **No payment shall be released till the BG is submitted.**

5.3 EMDs of unsuccessful bidders will be refunded within 60 days from the date of opening of commercial bids or earlier as decided by the Bank.

#### **6. Place of Work**

6.1 Intending bidders shall visit the SIDBI's Residential Premises and make themselves thoroughly acquainted with local site conditions, nature and requirement of work, present conditions of premises / fittings / fixtures, etc., and make assessment of labour, etc. required before submitting the tender.

6.2 A brief on the Residential Premises and various services provider is as given below.

- 5.2.1 Details of the Premises

- i) Staff Quarters, Indiranagar : 2 BHK/1BHK flats :20 Nos
- j) Chitrashila Apartment, Indiranagar: 2BHK flats:58 Nos
- k) MMM Marg: 4.5 BHK/3.5 BHK flat : 16 Nos
- l) Kings Apartment : 2BHK/3BHK flats: 24 Nos

## **ROLES & RESPONSIBILITIES OF CONTRACTOR**

It is the sole responsibility of the Contractor to ensure that the operation, monitoring, maintenance and repairs are performed to the highest standards.

### **7.1 Scope and Responsibilities**

The Contractor is fully responsible for safe operation, effective maintenance of electrical, mechanical, plumbing, sanitation, Health/Hygiene etc.

### **7.2 Operations**

Contractor shall be fully responsible for operation of pumps, equipment and or its accessories and controls in accordance with its requirements and function and keep systems working at all times.

Contractor shall be responsible for observing and maintaining the electrical installations of plant in accordance with state electricity board, electrical inspectorate and other local bodies at all times.

### **7.3 Records of inspection operation and maintenance/repairs, etc.**

The Contractor shall provide printed comprehensive logbook as per certified standards and procedures, containing tables for daily record of all critical schedules, temperatures, pressures, humidity, power consumption, starting, stopping times of various equipments, daily record of unusual observations.

### **7.4 Maintenance and repairs**

It is the sole responsibility of Contractor to ensure that the operation, maintenance and repairs are performed to the highest standards. The Contractor shall submit to the Bank, the preventive maintenance schedules wherever called for.

### **7.5 Electrical Load Factor**

He should also monitor the load factor of the sanctioned demand, optimize the power factor by surrendering the excess demand to achieve economical energy costs.

### **7.6 Breakdown Maintenance**

Out of breakdown calls received, Contractor shall give priority to the critical areas, which shall be decided by Bank's representative in restoring the services with the minimum down time. In critical areas such as Common areas, utility areas, Contractor shall ensure round the clock functioning of the services.

7.7 shifting of Goods/materials/ loose furnitures etc. . No additional payment will be made of shifting work of small nature.

## **8. Cost of replacement**

8.1 Contractor shall follow the prescribed formats / procedures for receiving complaints, receiving the work slips duly sanctioned and preparation of bills etc., as stipulated by the Bank from time to time.

8.2 The cost of replacement, wherever applicable shall be paid for only on sanctioned work slips issued by the Bank to the Contractor. If any replacement is done without proper sanction, the same will not be considered for payment.

8.3 Under any circumstances, charges for scaffolding, centering, shuttering jhulla and curing will not be paid for extra for any works related to maintenance / repair / replacement.

8.4 Need for replacement of any particular item shall be decided by the Bank's Engineer and the Contractor should carry out the work without any dispute.

**8.5 Electrical Work:** Cost of unserviceable electrical fittings/fixtures such as lamps/tubes, ELCB, MCB, switches, sockets replaced shall be reimbursed on actual basis on production of bill/ invoice and after verification of the rates in the market. No other charges such as conveyance and labour shall be payable. However, the contractor required to obtain necessary approval from Premises Vertical, SIDBI, before proceeding with the replacement. The contractor is required to bear the charges of consumable such as tapes, capacitors, fuse, drilling bits etc., costing up to Rs.150/- per one job.

**8.6 Plumbing Work:** Cost of unserviceable plumbing fittings such as taps, valves, jet sprays, spindles, flush tank, soap dispensers including pump, Wall mixer, head shower, otte traps, and waste pipes, replaced shall be reimbursed on actual basis on production of bill/ invoice and after verification of the rates in the market. No other charges such as conveyance and labour shall be payable. However, the contractor required to obtain necessary approval from Premises Vertical, SIDBI, before proceeding with the replacement. The contractor is required to bear the charges of consumable such as washers, screws, pins, cement, fevicol, Teflon tapes, drilling bits etc., costing upto Rs.150/- per one job.

8.7 Raw material

PFM&S Contractor shall use materials of standard quality (with the prior approval of SIDBI) for cleaning.

The contractor shall provide the following materials / services, the cost of which shall be included in the rate and no extra amount shall be paid for the same :

1. Vacuum Cleaner

2. All cleaning materials viz. Brooms, Dusters, Phenyl, Soap, Brasso, Cleaning Chemicals etc. same should be of reputed quality and Brand approved by Bank's Representative.
3. Shifting of furniture / computers / peripherals and other movable items within the premises as & when required.

## 9. Manpower / Staff

9.1 The contractor shall always employ a minimum strength of experienced staff at site for efficient and smooth operation as given in **Annexure-A**. Necessary grooming/training of staff should be done before posting the staff at site. The provisions of all labour legislations shall also be complied by the contractor. Receipt of any complaint on this ground shall be viewed seriously. No additional payment shall be made, if the contractor deploys more staff at site for completing the pending work or if the minimum staff strength is not able to perform satisfactorily as per contract provisions.

9.2 The workers / staff employed should wear colour code uniforms, pant+shirt+shoes+cap+gloves for male. Cost of the uniform will be borne by the agency. Any indecent behavior / suspicious activities of the Staff employed shall be viewed seriously and a suitable penalty shall be levied on the contractor or other suitable legal action may be taken against the staff and/or the agency. The contractor is also required to submit the list of the workers with photo ID, educational qualification, address proof etc. before deputing the workers. **He is also required to carry out police verification of his staff at his cost before posting at site.**

9.3 Contractor shall be solely responsible for the credentials / acts of his staff / workers.

9.4 Contractor is required to submit daily labour report duly signed by Asst. Caretaker/ Caretaker to the Bank and other reports (Operation & maintenance service) in desired format from time to time.

9.5 Contractor is required to make timely payment to his staff including various statutory authorities as per applicable minimum wages notified by the Central Govt. The Bank reserves a right to check the same at any point of time.

## 10 Compensation towards non-attentiveness / delay

**10.1** Contractor shall maintain a proper Record / Register indicating reasons for not attending to any particular complaint within time schedule, failing which appropriate compensation shall be recoverable. The expected period of completion of the various items of work and the amount of deduction beyond that period for pending complaints will be as under: -



Nature of work	Time of completion from the date of complaints	Penalty for delay (Rs.)
<b>Clearing</b> Drainage Congestion - inside building	1 day	1,000/- per day
<b>Clearing</b> Drainage Congestion - outside building	1 days	2,000/- per day
Replacement of electrical and plumbing items from the scope of work	2 days	1,000/- per day
Replacement of electrical and plumbing items not in the scope of work	2 days	1,000/- per day
If the garbage is not lifted as per defined mode & scheduled	1 day	1,000/- per day
Staff not in Uniform/ without I Card	1 day	200/- per worker per day
If it is found that no action is been taken within One hour after the complaint of Unclean premises and improper housekeeping	per complaint	200/-
Misbehaviours by the housekeeping staff to Bank employee or visitors by General Maintenance and Housekeeping Contractor agency	per incident	1,000/- per incident
Recurring of irregularities given Double the penalties amount Mentioned		

10.2 It is, therefore, essential that contractor should maintain a sufficient stock of frequently used materials at site and keep proper inventory / records. Levy of compensation as above shall not absolve the contractor from his responsibilities.

10.3 **Further, a sum of Rs. 500/- (minimum) per incidence shall also be charged as compensation towards** non completion of the any other routine activities indicated in the scope of work. Maximum Ceiling on penalty /Compensation towards non attentiveness /delay shall be 10% of the total monthly bill amount. General Manager (Premises) shall be the final authority for decision in such matters which cannot be challenged.

### **11 Emergency work**

It shall be contractor's responsibility to attend to emergency works in time. No extra payment will be made for working on odd hours / emergency works.

### **12 Additional work**

12.1 If employer decides to place work order for additional scope of work in the same premises or amend the original contract for additional scope of work in the same premises, the contractor shall be bound to accept the same at rates accepted in the original work during the currency of the contract.

As regards additional labours deployed by the contractors on advice of the Bank, the payment shall be made as per the minimum wages notified by Central Govt. which shall not exceed the rates given in **Annexure B**.

12.2 Non completion of any activity shall attract a levy of penalty up to **150%** of the value quoted by the contractor or actual value incurred by the Bank whichever is more.

### **13 Payment of Minimum wages.**

The Contractor shall pay applicable minimum wages to its employees/staff posted at sites as notified by the Central Govt. from time to time. Necessary undertaking in this regard shall be submitted by the contractor to the Bank every month along with the bills. The Bank reserves the right to check and verify the records/proof of such payments.

### **14 Rates, Taxes and Duties**

Any other tax except GST ( at applicable rates) in respect of this contract shall be payable by the Contractor. The Bank will not entertain any claim whatsoever in this respect.

### **15 Payment Terms**

15.1 The bill shall be prepared by the contractor in the form prescribed by the SIDBI on monthly basis after completion of month and will be settled by SIDBI within 15 working days (from date of submission of bill) after deducting necessary TDS, taxes, retention money etc. The bill, in proper form, must be duly accompanied by details of work carried out in that month and must show deduction for all previous payment. On completion of monthly service, all supporting documents like energy audit reports, audit reports, inspection reports and service report should be submitted along with the bill, failing in which, the contractor will be liable for deduction of appropriate penalty.

15.2 The Contractor's Bills should be prepared based on the actual joint measurements certified by the Bank's Engineer and accepted by the Contractor. The Contractor's bill enclosing the sanctioned work slips duly certified by the ACT / CT and Bank's Engineer only should be submitted to SIDBI, failing which the bill will not be accepted.

15.3 Monthly Bill to be submitted by the 1<sup>st</sup> week of every Month & the same will be checked and passed within 15 days from date of receipt of bill along with all the supporting documents. SIDBI may release part payment if the bill is incomplete as also to deduct suitable amount as penalty/compensation for the activities not completed.

15.4 The contractor is responsible for making timely payment to his employees / sub contractors approved by SIDBI. It is the responsibility of the contractor to submit the proof of payment along with the monthly bills else appropriate penalty will be levied as deemed to be fit.

15.5 In case of failure, the Bank reserves the right to cancel a of part contract or whole contract and award to suitable agency at the risk and cost of contractor.

15.6 The contractor should submit Monthly bill payment format approved by SIDBI along with enclosures while submitting the monthly bills. The contractor must submit Salary slips, PF Statement, ESIC Statement etc. of all the employees engaged along with the monthly bills else the bill will not be processed.

15.7 All the staff employed by the contractor at SIDBI site should have Bank A/C for direct credit of salary. No other mode of payment will be acceptable.

15.8 Salary of all the employees engaged by the contractor in SIDBI should be credited before 10th of every month.

### **16 Compliance with all Statutory requirements**

17.1 The Contractor shall comply with all statutory requirements like labour laws, ESIC, Insurance ,PF etc., prescribed by the local as well as central government authorities from time to time and submit a monthly report along with all the required proof of compliance to the employer along with the monthly invoice. The contractor shall produce all the relevant statutory documents for inspection by the employer and the government authorities.

### **17 Insurance**

17.1 The Contractor shall keep the employer, its employees/officials/servants or agents indemnified against claims, actions or proceedings brought or instituted against the employer, its employees/officials/servants or agents by any of the contractors' employees or any other third party in connection with relating to or arising out of the performance of the services under the agreement.

17.2 The contractor is also required to obtain the third party insurance for each incident other than ESIC as follows:-

- a. Personal injury - Rs. 3.00 lakh
- b. Property Damage - Rs. 3.00 lakh

17.3 Besides covering all employees of contractor under ESIC scheme, the contractor shall also require to obtain a workman compensation policy for an amount at least Rs. 2 Lakh per employee and covering all the staff during the contract period deployed at site. If contractor fails to comply with the above provisions, SIDBI reserves its right to deduct suitable amount from the contractor's payment and to pay directly to the insurance company for purchase of insurance scheme as detailed above.

### **18. Indemnity**

18.1 The contractor 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 Contractor shall also execute an indemnity bond in favour of SIDBI, in the format approved by SIDBI, in this regard.

**19. Occupational Health and Safety:**

19.1 With regards to occupational health and safety, the Contractor shall adhere to the following:

- Issue Identity cards and uniform dress with caps to all of his employees.
- Comply with applicable local regulatory requirements
- Comply with applicable Banks requirements specified in the contract and appendices.
- Police verification of workmen/staff posted at site.
- Correct all health and safety non-compliance's in a timely manner, and where there is an immediate danger to health or life, to stop work immediately.

19.2 Be liable for liabilities arising due to non-compliance of contractor employees, agents or subcontractors with applicable requirements

**20 Safety Management:**

- 20.1 Initiate and maintain safety management programs to protect contractor's employees from hazards through procedures, practices, and regular inspection of the work areas, materials, equipment and work practices and to protect employer's employees exposed to similar hazards.
- 20.2 Provide suitable material, equipment, information and training necessary for safe work performance as well as **SWATCH BHARAT ABHIYAAN**.
- 20.3 Maintain records including but not limited to contractor employees training, hazard assessments, communications, permits, licenses and accidental investigations.
- 20.4 In instances, where such work is carried out, implement permit to work programs, including but not limited to hot work, cold work, entry into confined spaces, work on fire suppression systems and work on high voltage and live electrical equipments.

**21. Emergency telephone Nos**

The contractor shall provide an emergency telephone number for normal and out of hours operations with a maximum of two hour response time during any breakdowns to essential utility services like cable fault, burst water mains etc.

**22. Supervisor**

Diploma Civil Supervisor/Diploma Electrical Supervisor will manage Housekeeping/Technical/Quarterly cleaning manpower as per the directions/Instructions of the Bank.

**23 Subletting the work**

The contractor shall not sublet the work without the prior permission of the Bank. However, he may be required to depute specialized agency/ies 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 agency/ies without any implication on the work.

#### **24. Stationery**

The contractor has to bear the cost of all the stationery, telephone, etc. required for proper execution and maintenance of record for the work. If found using SIDBI's material, bank may recover an appropriate amount from the contractor's bills.

#### **25. Termination of Contract**

The Bank may terminate the Contract, by not less than thirty (30) days' written notice of termination to the Bidder/Agency, to be given after the occurrence of any of the events specified in paragraphs (i) to (iii) of this Clause and sixty (60) days' in the case of the event referred to in (iv) below or even without assigning any reason:

- i. if the Bidder/Agency fails to meet the performance obligations under the Contract.
- ii. if the Bidder/Agency becomes insolvent or bankrupt.
- iii. If the Bidder/Agency, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing or in executing the Contract.
- iv. if as a result of Force Majeure, the Bidder/Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

For the purpose of this clause:

- i. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
- ii. "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Purchaser.

#### **26. Arbitration**

1. Except where otherwise provided for in the contract, all questions and disputes relating to the provisions of this contract shall be settled under the Rules of Indian Arbitration and Conciliation Act, 1996, as amended from time to time within thirty (30) days (or such longer period as may be mutually agreed upon from the date that either party notifies in writing that such dispute or disagreement exists.

2. All disputes and differences arising out of, or in any way, concerning this agreement (except those, the decision whereof is otherwise, hereinbefore provided for) shall be referred for sole arbitration by any person to be nominated by the Chief General Manager, Premises, SIDBI. The venue of Arbitration shall be Lucknow, India and the arbitration proceedings shall be conducted in the English language. The award of the arbitrator so appointed shall be final and binding on both the parties and

judgment may be entered thereon, upon the application of either party, by any court having jurisdiction.

3. Indian laws shall govern this contract.

4. The existence of any dispute(s) or difference(s) or the initiation or continuance of the arbitration proceedings shall not permit the Parties to postpone or delay the performance by the parties of their respective obligations pursuant to this Contract. The venue of the arbitration shall be Mumbai.

## **27. INTEGRITY PACT**

**In order to avoid corrupt practice by following a system that is fair, transparent and free from any influence/prejudice dealing prior to, during and subsequent to the currency of contract, an Integrity Pact shall be signed between the bidder and the employer (SIDBI) on the standard format attached as Proforma-IV to Part-I of the tender.**

## **28. Confidentiality**

I. The contractor will be exposed by virtue of the contracted activities of internal business information of Bank, affiliates, and / or business partners. Disclosures of receipt of this tender or any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the consultant, premature termination of the contract, or legal action against the vendors for breach of trust.

II. In case the selected contractor acts is extending similar services to multiple customers, contractor shall take care to build strong safeguards so that there is no co-mingling of information, documents, records and assets related to services within the ambit of this tender and subsequent purchase order.

III. The contractor shall not, without the written consent of the Bank, disclose the contract or any provision thereof, any specification, or information furnished by or on behalf of the Bank in connection therewith, to any person(s).

IV. The contractor shall not, without the prior written consent of the Bank, make use of any document or information except for purposes of performing this agreement.

V. The selected vendor shall submit a non-disclosure agreement on non-judicial stamp paper of appropriate value as per the format enclosed.

## **29.SPECIFICATIONS/ FURTHER DETAILS**

### **A. Housekeeping**

1. Cleaning immediate periphery around the building

2. Cleaning the entire common area
3. Sweeping and mopping of staircases, lift lobbies, passages etc.
4. Cleaning of glass panes, windows and other glass surfaces
5. Disposal of garbage
6. Cleaning of elevators
7. Polishing of metal surfaces
8. Weekly washing down of the compound area, driveways and basement/stilt area of the building
9. Weekly scrubbing and cleaning of walls, floors and removal of cobwebs
10. Damp moping of tiles, vitrified floors, sidewalls and reception areas.
11. Emptying all waste paper baskets, ashtrays (if applicable from the office premises).
12. Thorough cleaning and sanitization of toilets, bathrooms and wash basins.
13. Keeping all surfaces free of grime, soap mud and smudges.
14. Quarterly Cleaning of Flats (Deep Cleaning of flats) with necessary equipments/materials/safety provisions.

**B. Lift-operation**

1. Handle emergencies.
2. Ensure that the elevators are not misused by carrying heavy items.
3. Coordination with AMC vendor of lift in case of any emergency.

**C) Electrical Systems**

Periodical Checks of LT Panel

- Check the incoming voltage.
- Check the individual feeder voltage wherever possible.
- Check for abnormal heating, for loose connections at terminations, MCBs and change over switches.
- Check cleanliness of LT panel room.
- Check for all visual indications
- Check for any abnormal noise in all the panels.
- Check all earth pits physically and take earth resistance reading once a quarter.
- Ensure that the load current is within safe value based on actual load.
- Check all cable terminations and tighten the connections if required.
- Check the feeders for operation.
- Draw-out all circuit breakers and tighten the connection and lubricate the rail mechanism and moving contacts.
- Check all connections against loose contact.
- Check for any loose crimping and cable heating.
- Check for proper insulation and earthing too.

#### Electrical Installation:

- Operation and maintenance of the Electrical Equipment in accordance with the Manufacturer's Instruction Manual.
- Check Battery Backup time once in a month.
- Check of all safety controls and Electric Switch Gears – Condition of Contractor fingers, oiling of pivots, tightening of connections to prevent sparking etc.
- Regular cleaning of pumps – Inspect Terminals & Clean, Check correctness of Readings
- Check Voltage, Current, Frequency in each LT Panel
- Check all the Cables, Bus Bars, Nut-Bolts, Insulation etc. for the Panels
- Replacement of faulty lights and fixtures on reimbursement basis.
- Carry out PM as per the annual PM Chart, which would be created by Bidder.

#### Fittings and Fixtures

- Check all fittings and fixtures like lights and power points regularly
- Clean all light fittings as and when necessary with the help of housekeeping personnel.
- Replace the defective bulbs, tubes, chokes, starters etc. on reimbursement basis.

#### Diesel Generator Sets

- Operate DG set manually at both locations immediately in case of power outage/ power resumption from Electricity supply authority.
- Keep the D.G room clean
- Check sufficient amount of fuel, oil and water is available for running the DG sets.
- Check the starter battery, charger and electrolyte level in cells and tip-up with distilled water if required.
- Check output voltage and frequency from generators through indicating meters.
- Co-ordinate with the AMC contractor / supplier for routine maintenance.
- Co-ordinate with the vendors to perform B-Check, so that preventive maintenance can be carried out for the system.
- Operation and maintenance of the D.G. Sets in accordance with the Manufacturer's Instruction Manual.
- Maintain Hourly logbook and any abnormality to be brought in to



notice.

- Refill the Day oil tank with requisite amount of HSD tank daily.
- Maintain the HSD stock at Min reorder Qty
- Maintain the register for daily consumption of HSD and follow up with Purchase Function of **BANK** for replenishment
- Check Electrical circuits and all the Panels on a daily basis
- Ensure no lube oil leak and HSD leakages from the DG Set and day oil tanks, as well no spillages while refilling the day oil tanks, clean DG sets on daily basis.
- Report any irregularity to the concerned
- Report Units generated by each DG Set every day and also the Per Unit Cost of each DG set.

#### Water Supply and Fire Fighting

- Operation and maintenance of all Water Supply and Fire Fighting Equipment as per the Equipment List including Pumps, in accordance with the manufacturer's Instruction Manual (For Chitrashila Apartment only)
- Ensure Water supply at facility (toilet and in outer areas, and garden) for 24 hours a day and 365 days a year across the plot.
- Fire alarm system – Main panel and secondary to be tested with acknowledge, alarm switch. During testing the panel should be operated on battery. Testing should be done once in two weeks. (For Chitrashila Apartment only)
- Monitor that there is no over flow of water ever.
- Check of Water taps in toilets and in outer areas.
- Check & rectification of Oil Filters, gaskets, washers, Gauges, V-Belts, Engine Oils, Batter, Self and Engine Servicing of diesel Engines
- Check & rectify External & Internal Fire Hydrants – Control valves, First Aid Hose Reel, Hose Boxes & CP Hose.(For Chitrashila Apartment only)

For Pump Control panel – Rectification of water level controllers, relays, fuses, main switches, indicators, contractors, amp. Meters, voltmeters, bulbar, and any modification of wiring/control circuit if required.

#### G) Plumbing and Carpentry Plumber's Job responsibility is:

1. Maintain all supply and drainage pipes, ensure that there is no chokage and the system is working at self cleansing velocity without surcharging at the Manholes / Inspection chambers.
2. Maintain all valves, taps, floats and other plumbing and sanitary / fittings along the perimeter wall free from leakages.
3. Maintain all fixtures (cistern, basin, commode, urinals, taps, etc.) and pipes in the toilet.
4. Ensure that the pressure of water supply for the fire fighting system is maintained at the required level.
5. Check supply and drainage to and from water cooler and water filter.
6. In co-ordination with the upkeep personnel, help to control pests by opening the drainage chambers if any, adjacent to the building, to spray insecticides as and when required.
7. Before each monsoon, check and clean terrace, storm water drain and pipes of silt, debris and dry leaves.
8. Clean all waster tanks, at least twice every year, and disinfect, specially, before the start of the rainy season.
9. Test the drinking water clinically every 6 month for portability and take corrective measures, at best efforts basis, to the best of ability if the impurity level is high.
10. The plumber shall in the course of his duty shift:
  - Monitor the water level
  - Place order for tanker water when required if directed by the bank.
  - Maintain a day-to-day record of tanker water supply whenever ordered for.
11. Carpentry Services provided under the general maintenance service would be limited to repair to damaged or worn out items. Matching of colours / texture / shades will be done to the closest shade readily available. Materials will be supplied by you, or will be charged at cost.

### 30. FORMATS RECOMMENDED FOR USE FOR OPERATION, MAINTENANCE & REPAIR RECORDS

Sr. No.	Description of Format	Remarks
1.	Daily Report	To be submitted by Contractor
2	Monthly Consumable / spares Consumption Statement	To be submitted by the contractors every month
3	Daily Attendance Sheet	To be submitted by Contractor

S No	NAME OF RECORD ( As applicable including coordination with other agencies)
1	Customer Complaint Register/ Job Request Register for Contractor
2	Monthly Report Format for O & M Team
3	Daily Report for Electrical Services
4	Water Level Daily Report
5	Housekeeping Schedule

6	Work Instructions for House Keeping Team
7	Checklist for Common Toilet
8	Checklist for Common Areas
9	Performance Slip
10	Annual Maintenance Schedule
11	Check List for Periodical Audit
12	Break Down Complaint Register
13	Spares Register
14	Periodic Preventive Maintenance
15	Schedule for Electrical Systems
16	Schedule for Fire Protection System
17	Schedule for DG Sets
18	Key Register
22	Checklist – LT Panel– Weekly, Monthly, Quarterly, Half Yearly, Annually
23	Checklist – Capacitor Panel- Weekly, Monthly, Quarterly, Half Yearly, Annually
24	Checklist – Distribution Panel- Weekly, Monthly, Quarterly, Half Yearly, Annually
25	Checklist – Earth Pits- Half Yearly, Annually
26	Checklist – Diesel Pump – Hydrant – Weekly, Monthly, Quarterly, Half Yearly, Annually
27	Checklist – Main Pump – Hydrant – Weekly, Monthly, Quarterly, Half Yearly, Annually
28	Checklist – Main Pump – Sprinkler – Weekly, Monthly, Quarterly, Half Yearly, Annually
29	Checklist – Jockey Pump – Hydrant – Weekly, Monthly, Quarterly, Half Yearly, Annually
30	Checklist – Jockey Pump – Sprinkler - Weekly , Monthly, Quarterly, Half Yearly, Annually
31	Checklist – Booster Pump – Weekly, Monthly, Quarterly, Half Yearly, Annually
32	Checklist – Sprinkler – Weekly, Monthly, Quarterly, Half Yearly, Annually
33	Checklist – Fire Extinguisher – Monthly, Quarterly, Half Yearly, Annually
34	Checklist – Diesel Generator – Weekly, Monthly, Quarterly, Half Yearly, Annually
35	Checklist – Water Pump – Weekly
36	Checklist – Ventilation Fan – Monthly, Quarterly, Half Yearly, Annually
37	Checklist – General Plumbing – Monthly
38	Checklist – Fire and Raw Water Tank Pumps – Monthly

### **Non-Disclosure Agreement**

*(Sample Format – To be executed on a non-judicial stamped paper of requisite value)*

WHEREAS, we, \_\_\_\_\_, having Registered Office at \_\_\_\_\_, (hereinafter referred to as the CONTRACTOR, which expression shall include its successor and permitted assignees) are agreeable to execute “**General Maintenance and Housekeeping Contract in SIDBI Residential Premises at Lucknow**” as per scope defined in the **Tender No: 314/2022/1632/HO1/Premises dated 30.05.2021** for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, (hereinafter referred to as the BANK) and,

WHEREAS, the CONTRACTOR understands that the information regarding the Bank’s Infrastructure shared by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the CONTRACTOR understands that in the course of submission of the offer for the said tender and/or in the aftermath thereof, it may be necessary that the CONTRACTOR may perform certain jobs/duties on the Bank’s properties and/or have access to certain plans, documents, approvals, data or information of the BANK;

NOW THEREFORE, in consideration of the foregoing, the CONTRACTOR agrees to all of the following conditions, in order to induce the BANK to grant the CONTRACTOR specific access to the BANK’s property/information, etc.;

The CONTRACTOR will not publish or disclose to others, nor, use in any services that the CONTRACTOR performs for others, any confidential or proprietary information belonging to the BANK, unless the CONTRACTOR has first obtained the BANK’s written authorisation to do so;

The CONTRACTOR agrees that information and other data shared by the BANK or, prepared or produced by the CONTRACTOR for the purpose of submitting the offer to the BANK in response to the said tender, will not be disclosed to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK;

If a court finds any provision of this agreement invalid or un-enforceable, the remainder of this agreement shall be interpreted so as best to affect the intent of the parties.

The CONTRACTOR shall not, without the BANK’s written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the CONTRACTOR for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/ engaged person(s) shall be made

in confidence and shall extend only so far as necessary for the purposes of such performance.

Yours sincerely,

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Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

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