



SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.
(WHOLLY OWNED SUBSIDIARY OF STATE BANK OF INDIA)

e-TENDER DOCUMENT

for

***Integrated Facility Management Services
(Housekeeping & Maintenance Services) for SBI CAG Branch,
4th and 5th Floor, Parsvnath Capital Tower, Gole Market,
New Delhi-110001***

**SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.
Delhi Circle Office, 5th floor, State Bank of India,
Local Head Office Building, 11- Parliament Street,
New Delhi-110001.**



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(Housekeeping & Maintenance Services) for SBI CAG Branch,
4th and 5th Floor, Parsvnath Capital Tower, Gole Market,
New Delhi-110001***

For any queries, please contact:

Vice President (Civil)

SBI Infra Management Solutions Pvt. Ltd.,

Add: State Bank of India- LHO Bldg,

5th Floor, D- Block,

11, Parliament Street,

New Delhi-110001

Phone: 011-23407351,7366.

E-mail: headdel.sbiims@sbi.co.in



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4th and 5th Floor, Parsvnath Capital Tower, Gole Market,
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Name of Bidder: _____

Address:

PIN

Contact:

Landline

Mobile

Fax

E-mail:

NOTICE INVITING e-TENDERS

SBI Infra Management Solutions Pvt. Ltd. (SBIIMS) invites e-tenders on behalf of State Bank of India (SBI) for Integrated Facility Management Services,(Housekeeping & Maintenance Services) for SBI CAG Branch, 4th and 5th Floor, Parsvnath Capital Tower, Gole Market, New Delhi-110001 as per following schedule:

1	NAME OF WORK	Integrated Facility Management Services, (Housekeeping & Maintenance Services) for SBI CAG Branch, 4 th and 5 th Floor, Parsvnath Capital Tower, Gole Market, New Delhi-110001
2	EARNEST MONEY DEPOSIT	Rs. 11,000/- (Eleven Thousand Only) , in the form of Demand Draft/ Banker's Cheque issued by any nationalized /scheduled Bank drawn in favour of State Bank of India payable at New Delhi which shall be converted into interest free security deposit for successful contractor, whose tender is accepted.
3	SECURITY DEPOSIT	<p>Balance interest free amount to make a total of 5% of tender amount (annual value) into Security Deposit in the form of Demand Draft/ Banker's Cheque issued by any nationalized /scheduled Bank drawn in favour of State Bank of India payable at New Delhi or Bank Guarantee (BG) of equivalent amount issued by any nationalized /scheduled bank.</p> <p>If the difference of the amount quoted by L-1 bidder and the estimated cost is more than 10% (on lower side), then a crossed Bank draft./ Bankers cheque, drawn in favour of State Bank of India, payable at New Delhi, for an additional amount equal to the above referred difference shall be deposited by the L-1 bidder prior to the start of work at site.</p>
4	PROCESSING FEES	Rs. 3,000/- (Rupees Three Thousand only) (non refundable) shall be submitted through State Bank Collect, by selecting proper tender number and details reflected in the drop down menu with final submission and generating the journal slip for the same (Tender Id:- DEL201908005).
5	ADDRESS AT WHICH THE TENDERS ARE TO BE SUBMITTED	<p>Technical Bid (along with EMD and State Bank Collect):</p> <p>SBI Infra Management Solutions Pvt. Ltd. 5th Floor, D-</p>

		<p>Block, 11, Parliament Street, New Delhi- 110001.</p> <p>Price Bid: Online at e- tendering portal of our service provider, M/s Antares Systems Ltd.</p> <p>For any assistance and accessing the tender document you may contact:</p> <p>M/s ANTARES SYSTEMS LIMITED</p> <p>Contact Person: Mr. Pushpraj,</p> <p>e-Mail Id: pushpraj@antaressystems.com,</p> <p>Contact Number: 7503347659</p>
6	LAST DATE & TIME FOR SUBMISSION OF E-TENDERS	14.08.2019 & upto 3.00 pm.
7	DATE AND TIME OF OPENING OF E-TENDERS	14.08.2019 & at 3.30 pm.
8	VALIDITY FOR OFFER	3 (three) months from the date of opening of tender.
9	COMMENCEMENT OF WORK	Within 07 days from the date of issuance of work order.
10	PENALTY	As per relevant clause of tender document.
11	PERIOD OF HONORING PAYMENT CERTIFICATE	15 days after receipt of bill.
12	INSURANCE	As per relevant clause of tender document.
13	WORKING SCHEDULE	In co-ordination with all the other agencies without disturbing the functioning of the office.

In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.

SBI/ SBIIMS reserves its rights to accept/reject any/all tender, without assigning any reason what so ever.

Vice President & Circle Head (SBIIMS)

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5.	Annexure-III	Periodicity Chart of House Keeping & Maintenance Services
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GUIDELINES FOR BIDDERS

Integrated Facility Management Services (Housekeeping, Catering & Maintenance Services) for SBI Transit House at D-212, Defence Colony, New Delhi.

SBI Infra Management Solutions Pvt. Ltd. on behalf of SBI invites limited e-Tenders from the Bank's empaneled contractors for providing Intergrated Facility Maintenance Services (Housekeeping and Maintenance Services) in the premises described in relevant section/ annexure of Schedule-I.

1. EMD and Processing Fees:

Processing Fees of **Rs. 3,000/- (Rs. Three Thousand Only through State Bank Collect, (Tender Id:- DEL201908005) (non-refundable)** and EMD of **Rs. 11,000/- (Eleven Thousand Only)**, will in the form of Demand Draft or Banker's Cheque issued by any nationalized/scheduled Bank drawn in favour of SBI Infra Management Solutions Pvt. Ltd and State Bank of India respectively and both payable at New Delhi.

Processing Fees (**only through State Bank Collect, (Tender Id:- DEL201908005)** and EMD in the form of Demand Draft or Bankers' Cheque shall be submitted to **Vice President (Civil), SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD. Delhi Circle Office, 5th floor, State Bank of India, Local Head Office Building, 11-Parliament Street, New Delhi-110001**, in separate sealed envelopes, along with technical bid, in person on or before **14.08.2019, up to 03:00 pm**.

2. Eligibility Criteria:

Tenderer who are empanelled with SBI, LHO, New Delhi under category Housekeeping and Maintenance with Catering Services for Bank's Offices, Residential Premises, Transit Houses and SBLC's are only eligible for participation.

3. Information relating to submission of Bid:

Bidder needs to submit their price bid proposal through e-Tendering portal, hard copy submission will not be accepted.

Technical Bid: Notice inviting tender, guidelines for bidders, schedule-I, terms and conditions, scope of work, annexes etc. Each page of technical bid shall be signed and duly stamped by an authorized person and ***DD/ Banker's Cheque of requisite amounts for EMD and Tender Cost to be enclosed in separate sealed envelopes.***

Financial/ Price Bid: The Financial/ Price Bid (schedule-II) should be submitted through e-Tendering portal maintained by **M/s ANTARES SYSTEMS LIMITED,**

BANGALORE in respective tender section. No physical copy of financial bid will be accepted.

In the Price Bid the contractor should quote the rate both in figures and in words without any ambiguity, corrections and eraser shall have to be attested by Contractor. The rates quoted should be inclusive of all statutory obligations and all kind of taxes excluding GST. The offers / Bids of those prospective bidders which do not meet the statutory requirement are liable to be rejected. In case of change in statutory obligations like increase/ decrease in minimum wages/ GST, the Bank may consider for enhancement/ decrement to the extent of change as and when there is change in statutory obligations like increase/ decrease in minimum wages/ GST on production of documentary proof of such change by the Contractor.

4. **EMD:**

The tenders without EMD will be rejected. EMD may be forfeited in the event of withdrawal of the bid during the period of bid validity or if successful bidder fails to sign the contract in accordance with the term and conditions & other requirements, specified in tender document. No interest is payable on the amount of EMD. EMD of the unsuccessful bidders will be returned as early as possible.

5. The contract for the above services would be for a period of one year from the date of award of work subject to renewal for a further period of one year on the same terms and conditions upon renewal of License of the Contractor on or before expiry of the License granted by the Appropriate Authority under the Contract Labor (Regulation & Abolition) Act, 1970. However, the contract will not be renewed beyond (02) Two years. The renewal after one year from the date of award of work, for another year, will also be subject to review of satisfactory performance and solely at discretion of the Bank.
6. The Courts in Delhi / New Delhi alone shall have the jurisdiction in respect of any or all matters relating to or connected with the tender.
7. The Bank does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders received without assigning any reason.
8. Final award of the contract for Housekeeping and Maintenance Services will be subject to the approval of the Competent Authority in the Bank.
9. The specification, duration of the work and the terms & conditions under which the contract is required to be performed and also the rights and obligations of the person/s whose tender is accepted shall be under an Agreement to be executed in the form, enclosed. The person submitting the Tender shall have read the same and is always deemed to have read and understood the same before submitting his tender. However, Bank reserves the right to add / delete any other clauses in the agreement.
10. The Contractor shall have to execute an agreement as per the enclosed format (Annexure-X) within **seven days from the date he has been advised to do so**, failing which his tender will be rejected and EMD will be forfeited. The Contractor

shall bear all the costs and expenses in respect of all charges, stamp duties etc. of the agreement. All the terms and conditions will also form a part of the Agreement.

11. Authorized Signatory / Signing of Tender: Individual signing the Tender / Contract must specify whether he signs as:-

- a) A "Sole Proprietor" of the concern or constituted attorney of such sole proprietor.
- b) All the partners of the firm, if it be a partnership firm & in absence of any partner, shall be signed by Power of Attorney holder, in which he must have authority to execute contracts on behalf of the firm either by virtue of partnership agreement or by power of attorney duly executed by the partners of the firm in his / her favour authorizing to sign on behalf of the firm.
- c) Authorized officer, if it is a company and authorized by the Board of Directors to submit /sign the bid. A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to consider that the person so signing has authority to sign, and if, on enquiry, it appears that the person has no authority to do so, the Bank without prejudice to other civil and criminal remedies, will cancel the contract and hold the signatory responsible for all costs and damages.

12. The contractor who committed / commits any breach of the contract awarded / to be awarded by the Bank, shall be disqualified from participation in future tender process if any to be initiated by the Bank for similar work.

13. The contractor shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 and any other law/statute in force in this regard.

14. Termination:

- (a) The Bank may, without prejudice to any other remedy for breach of contract, may terminate the contract / agreement by one month's notice in the event of unsatisfactory performance or on breach of any stipulated conditions or qualitative dimensions of the various services specified/agreed upon by the Contractor, or the engagement is not in the interest of the Bank or the Bank no more requires any such service.
- (b) Other grounds for termination: The Bank is entitled to terminate this contract/agreement for any reason at its absolute discretion forthwith without notice, without any reason and without payment of any compensation, in the following cases:
 - (i) The Contractor is adjudicated insolvent by a Competent Court or files for insolvency or if the hirer being a company is ordered to be wound up by a Court of competent jurisdiction.
 - (ii) If any charge sheet is filed by a competent authority of the Government against the Agency/Company, or the vendor is convicted by a criminal court

on grounds of moral turpitude.

- (iii) For any reason whatsoever, the Contractor becomes dis-entitled in law to perform obligations under this agreement.
- (iv) If there is a change in the name or constitution of the Contractor arising out of merging with some other company or collaboration with some other company or for any other reason or, if any changes take place in the proprietorship or partnership or the company, the Bank should be intimated within 30 (thirty) days of such changes, failing which all payments will be withheld and Bank may terminate the hire agreement as may be deemed necessary. Whatever be the reason of changes, the subject agreement at the same rates, terms and conditions laid down herein. The Contractor shall refund the excess money paid for the term for which the agreement / arrangement has run.
- (v) In the event of failure of the Contractor to provide the services or part thereof, as mentioned in the agreement/tender document for any reasons whatsoever, the Bank shall be entitled to procure services from other sources and the Contractor shall be liable to pay to the Bank, the difference of payments/excess payment made for such other services, besides damages for the period of failure in providing the services or part thereof.
- (vi) In the event Bank terminates the Contract, the Bank shall be entitled to procure services from other vendor/contractor as it deems appropriate, and the Contractor shall be liable to compensate the Bank for loss if any suffered on account of difference in rates payable to him and to the alternate Vendor/Contractor.
- (vii) In the event of termination of the contract for any reason whatsoever, the Contractor/or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

15. Tie Breaker:

a. In case of a tie between one and more vendors, the L1 vendor will be decided by the lucky draw that will be conducted in presence of L1 vendors and the committee members of SBIIMS/ SBI, **The decision of Bank will be final and binding on the contractor in this regards.**

**Vice President (Civil)
SBIIMS, Delhi Circle**

SCHEDULE-I**TECHNICAL BID**

(In separate sealed cover-I superscribed as **Technical Bid**)

1. Name & Address of the Tenderer Organisation / Agency with Mobile & Phone No., Fax No., E-Mail etc.	
2. Address of the Office / Representative Office in Delhi / NCR	
3. Enclosed valid copy of empanelment certificate issued by the SBI, LHO, New Delhi	Not required.
4. Valid registration/ licenses from the competent authorities applicable on these services under labour laws / applicable act (should hold these registration / License for last 3 (three) years). Enclosed copy of the valid registration/ licenses to be enclosed along with the tender.	Yes/ No.
5. Cover - I shall contain notice inviting tender, guidelines for bidders, schedule-I, and annexures I to XII. Each page of these documents shall be signed & stamped by an authorized person of the Contractor.	
6. Prescribed DD / Bankers' Cheque of Rs. 11,000/- (Eleven Thousand Only) as Earnest Money Deposit (EMD) and Rs. 3,000/- as Processing fees (through SB Collect, (Tender Id:-)) , as mentioned in NIT should be enclosed in <u>separate sealed envelopes</u> . Details of the DD / Bankers' Cheque:	EMD DD / Bankers' Cheque details: Tender Cost DD / Bankers' Cheque details:
7. Power of Attorney / Authorization for signing the Bid should be enclosed. Enclosed copy of the valid Power of Attorney / Authorization for signing the Bid.	Yes/ No.

ANNEXURE-I

TERMS & CONDITIONS

1. The contract for the above services would be for a period of one year from the date of award of work subject to renewal for a further period of one year on the same terms and conditions upon renewal of License of the Contractor on or before expiry of the License granted by the Appropriate Authority under the Contract Labor (Regulation & Abolition) Act, 1970. However, the contract will not be renewed beyond two (02) years. The renewal after one year from the date of award of work, for another year, will also be subject to review of satisfactory performance and solely at discretion of the Bank.
2. All employees have to be paid wages, special allowance and other allowances at rates, not lesser than the minimum rates prescribed by the Government of India under relevant rules in their respective accounts to maintained with State Bank of India. All the employees have to be extended coverage of PF/EPF as per the eligibility under PF act. Appropriate deductions are to be made towards coverage of PF/EPF as per the eligibility under PF act. Appropriate deductions are to be made towards Professional Tax and Income Tax from the salary wages paid, if applicable and remitted to concerned authorities. All deductions are affected from the salary / wages as per the provision of the Payment of Wages Act.
3. **Nature of Services:**
 - (i) The Contractor shall arrange for catering, maintenance, upkeep including sweeping, washing, cleaning, dusting, mopping, gardening etc. including dusting and cleaning of windows, window glasses, door and watering, cleaning, maintaining the health of plants and pruning of shrub and weeds etc. of the entire premises/ complex. The Contractor shall ensure that even those areas of premises/ complex shall be well maintained and cleaned, which are not in immediate use and/or are vacant. The Contractor shall ensures cleaning of toilets of all floor and premises/ complex, cleaning of sewer lines/ gutters (internal lines of building as well as common lines of premises/complex/campus), underground reservoir and overhead tanks, operation of underground reservoir and overhead tanks, maintenance & watering of lawns and potted plants etc.
 - (ii) The Contractor shall arrange for upkeep and maintenance of premises/ complex at the frequency / interval as specified in Annexure III.
 - (iii) The Contractor shall ensure a very high standard of housekeeping, cleanliness, horticulture works and maintenance of the entire premises/ complex at all times with due regard to hygiene. Disposal of all garbage / wastes to dumping yards designated by concerned local bodies shall be the responsibility of the Contractor.
 - (iv) The contractor shall ensure top class catering for the complex, upkeep and maintenance services of the aforesaid premises/ complex and the premises/

complex by employing sufficient number of skilled / unskilled laborers. The hours of work of each labour shall be fixed by the Contractor taking into considerations the current labour laws. The said work shall include: catering, maintenance, externally and internally, of the building/ blocks/ towers from ground floor to top floor including roof, parking space lobbies, corridors, staircases and area all around the premises/ complex including roads, gardens and lawn area. The work also includes cleaning and operation of underground reservoir and overhead tanks, maintenance & watering of lawns and potted plants etc.

- (v) The Contractor will be responsible to immediately attend to all the complaints/requirements within the purview of the contract.
- (vi) The Contractors shall arrange cleaning of floor and walls of toilets, W.C., urinals, wash basins/ sinks etc. of the flats with first grade phenyl of approved make and detergents of reputed and approved brands only on an ongoing basis and costs for all such cleansing material etc. as may be required shall be borne by the Contractor. The house keeping staff should wear disposable gloves while doing these tasks.
- (vii) The Contractors shall engage for rendering services, trained and qualified workers equipped with proper tools, tackles and machinery. The measures for maintenance should be proactive, anticipatory and preventive.
- (viii) The Contractor shall arrange and ensure cleaning of overhead water tanks and drinking water, ground water reservoir at prescribed intervals with potassium permanganate/chlorination. The scope of maintenance of water pipes, overhead tanks and underground reservoirs shall include the component of operation, minor repairs and maintenance, labour functions, etc.
- (ix) The Contractors shall also arrange for polishing of planters, pots, shining of brass plates and other name plates etc.
- (x) The Contractor shall arrange pest control for warding off flies, mosquitoes including spraying with Finit / Baygon spray in the entire premises/ complex at prescribed intervals and anti-termite treatment at prescribed intervals, disinfection treatment/ fogging at prescribed intervals including the cost of all consumables/ materials and tool/ tackles etc. for the same. Anti termite treatment and pest control shall be carried out by the Contractor with the consent of the occupants.
- (xi) The Contractor shall ensure proper maintenance of lawns and all potted plants within the premises/ complex through trained and experienced gardeners. Also, the services of an Electrician, a Plumber and a Carpenter at no extra cost and Contractor has to arrange the stated specialized personnel at his own cost while quoting for the contract. No separate payment will be made for the same in any circumstance.
- (xii) The Contractor shall carry-out all housekeeping and maintenance related activities and associated activities as mentioned above at Gymnasium, attached toilets and common toilets for house keeping and maintenance workmen, at D-212, Defence Colony, New Delhi.

4. The Contractor shall engage trained labour with proven integrity for housekeeping, maintenance and other specialized works. The Contractor shall ensure that its labour observes cleanliness and wears neat and clean uniforms with plastic/ acrylic name badges for their identification and that they are courteous, polite and prompt while rendering efficient service in their respective areas. The house keeping staff should wear disposable gloves while doing various tasks. The Contractor shall have full control over its employees/laborers. The Contractor shall give necessary guidance and instructions to its labour to carry out the jobs assigned to them by the Contractor. The Contractor shall also be responsible for payment of their wages and / or dues to its labour including compliance of hours of work and condition of employment in consonance with the applicable law rules and laws. All liabilities arising out of violation of local laws and / or central laws with regard to labour shall be Contractor's responsibility. The Contractor will on instructions of the **Assistant General Manager CAG, SBI, Parsvnath Building, Gole Market, New Delhi-01** or his/ her/ their representatives will immediately remove from the work, any of his employees/ labour(s) who may in the opinion of the Bank be found to be undesirable in the interest of the Bank itself and such personnel shall not be engaged again or allowed to work in the campus/ complex/ premises.
5. The Contractor shall be responsible to register himself and obtain a valid license under the Contract Labour (Regulation & Abolition), Act, 1970 and Rules there under, and the Contract must comply with and carryout all the provisions and obligations under the said Act and Rules there under including renewal of license and furnish all information to the Bank as may be required by the Act / Rules and the Contractor shall indemnify the Bank against the penalties / claims or for any default on their part.
6. It will be the Contractor's responsibility to ensure that the obligations under this agreement are duly preformed and observed. The Contractor shall also designate supervisor for proper supervision of the services to be rendered by the Contractor and / or through its labour.
7. The Contractor shall carry out improvements as may be needed for ensuring satisfactory service and shall take due notice of complaints about deficiency in services brought to his notice by the **Assistant General Manager CAG-Branch, SBI, Parsvnath Building, Gole Market, New Delhi-01** or his/ her/ their representatives or any other officer nominated by them, in this regard. The Contractor shall submit the Daily Attendance and Complaint Register with action taken to the officer nominated by **Assistant General Manager CAG-Branch, SBI, Parsvnath Building, Gole Market, New Delhi-01** everyday for further putting it up to the **Assistant General Manager CAG, SBI, Parsvnath Building, Gole Market, New Delhi-01**.
8. The Contractor shall be responsible for any loss due to theft/ pilferage/ damage to the Bank's property under the Contractor's area of service in the form of the fittings, fixtures, furniture or other equipment entrusted in his charge or any property belonging to the Bank's Staff/ Guest/ Customers when such a loss/ damage is, in the Bank's opinion, caused due to negligence or carelessness or any other fault on Contractor's part or that of his supervisor or any of Contractor's laborers and the

Contractor shall be liable to pay to the Bank such amount in respect of such damages/ losses as may be assessed by the **Assistant General Manager CAG-Branch, SBI, Parsvnath Building, Gole Market, New Delhi-01** or any other officer authorized, in this regard. Further, the Contractor shall personally be responsible for good conduct and satisfactory antecedent of his employees/laborers.

9. The Bank will not be responsible financially or otherwise for any injury/death caused to any staff of Contractor while executing the work under the agreement. The contractor shall be solely responsible to his employees/laborers for any injury etc. under Workmen Compensation Act or any other law, in force, applicable at the material time.
10. The Contractor shall not permit any of his employees to use any area of the complex/ building/ premises for residential purposes.
11. All material and equipment required for day to day housekeeping will be provided by the Contractor in sufficient quantity and these shall be of best quality, as approved by the Bank. All expenses for cleansing materials shall be borne by the Contractor.
12. (i) The Contractor shall be liable to comply with all applicable laws, rules and regulations in respect of all the labour laws and statutory requirements, including fire safety regulation and other regulation which are in vogue or will become applicable, in future.
(ii) The Contractor shall accept and bear full and exclusive liability for the payments of any or all taxes etc. now in force or hereafter imposed, increased and revised from time to time by the Central or State Govt. or by any other authority with respect to or covered by wages, salaries or other compensations paid or payable to persons/ laborers engaged by the Contractor.
(iii) The Contractor shall fully comply with all the applicable laws, rules and regulations relating to Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour (R&A) Central Rule 1971, Provident Fund Act including the payment of P.F. Contribution, Payment of Bonus Act, Minimum Wages Act, Workmen Compensation Act, ESI Act, Contract Labour (R&A) Act, Essential Commodities Act, Migrant Labour Act and /or such other acts or laws or regulations passed by the Central, State, Municipal and Local Government Agency or Authority including TDS as per I.T. Act, applicable from time to time.
(iv) The Contractor shall be responsible for proper maintenance of all Registers, Records and Accounts so far as these relate to the compliance of any statutory provision/obligations. The Contractor shall be responsible for maintaining record pertaining to Payment of Wages Act and also for depositing the P.F. Contributions, if required, with authorities concerned.
(v) The Contractor shall bind himself/ executor or administrator or successors and shall indemnify and hold harmless the Bank in respect of this contract, including all claims, damages, proceedings, costs, charges and/or any expenses whatsoever which may be imposed, enforced or brought against the Bank or any of its directors, officers or employees for reasons thereof or consequent upon any breach or default on the part

of the Contractor in respect of violation of any of the provisions of Laws/ Acts/ Rules or Regulations having the force of law or any or any award or decision by any Competent Tribunal, Court or Authority in respect of the workmen or any one employed/ engaged by the Contractor in connection with this contract. Such indemnity bond has to be furnished / executed on a non-judicial stamp paper with the applicable stamp fixed thereon. The cost of such stamp paper, demy paper etc. shall be borne by the Contractor.

- (vi) The Contractor shall be responsible for all the claims for its employees/ laborers and the said employees/ laborers of the Contractor shall not make any claims whatsoever against the Bank. The Contractor's workmen will not have any right whatsoever to get absorbed in the Bank.
 - (vii) The Contractor shall provide weekly off/ holiday to his laborers/ workmen as per labor laws but it will be the Contractor's responsibility to ensure uninterrupted services to the Bank on all days i.e. on Sundays and holidays as well i.e. seven (07) days a week. The Contractor shall arrange for reliever.
 - (viii) The Contractor shall engage fully trained and adequately experienced workmen, who are medically fit. They should be free from all infectious contagious diseases.
 - (ix) All the dismantled materials shall be stored properly and returned to the Bank by the Contractor or his representative (s).
13. All questions relating to the performance of the obligations under this contract and all the disputes and differences, which may arise either during or after the contract period or other matter arising out of or relating to this contract or payment to be made in pursuance thereof, shall be referred to the **Assistant General Manager CAG-Branch, SBI, Parsvnath Building, Gole Market, New Delhi-01**, whose decision shall be final, conclusive and binding on the Contractor.
14. The Contractor shall deposit a sum of **5%** of the annual contract amount as security deposit with the Bank for due fulfillment and performance of the contract. The security deposit shall be held with the Bank without interest in the form of Bankers Cheque with the State Bank of India in the joint names of the Bank and the Contractor and the deposit receipt will be kept in the custody of the Bank. The Security Deposit will be returned to the Contractor after three months from the date of expiry of these presents provided that there are no defects or loss or damage caused to the Bank and/or materials/articles/ equipments provided to him are duly accounted for and returned to the Bank in good working order and condition by the Contractor to the satisfaction of the Bank and all his dues to the Bank and all other liabilities under any law or otherwise arising out of or in connection with or in respect of the services are fully settled.
15. The Contractor shall have to execute an agreement as per the enclosed format (Annexure-X) within seven days from the date he/they has/have been advised to do so, failing which his tender will be rejected and EMD will be forfeited. The Contractor shall bear all the costs and expenses in respect of all charges, stamp duties etc. of the agreement. All the terms and conditions of the tender document even if not

specifically mentioned in the agreement will also form a part of the agreement.

16. The payment shall be made by the Bank on monthly basis on receipt of written request and submission of bills and after the receipt of satisfactory services certificate from the Residents Welfare Associations viz. their president/ secretary. All taxes, applicable as on date as per rules, shall be deducted at source from all bills of the Contractor.
17. In case of absence/ leave/ weekly off of workmen suitable alternate arrangement shall be made by the Contractor failing which **penalty @ Rs.500.00 per person per day** will be imposed by the Bank. Similarly, detection of proxy attendance of workmen shall also attract heavy penalty on the Contractor/ cancellation of the contract.
18. In case it is observed that the cleaning material used by the Contractor is of inferior quality or insufficient quantity is used, the Bank will reserve the right to purchase the same itself and deduct the cost thereof from the monthly bill payable to the Contractor **including imposition of a penalty of Rs. 5,000/- for each time.**
19. The Contractor shall make arrangement of materials of approved makes required for repairs, upkeep and maintenance of all services such as existing plumbing/ sanitary installations and aluminium/ iron/ wood work in doors, windows, built-in cup-boards including repair/ replacement, if any of pelmets, hardware, locks etc. during the month for which only material cost will be paid. Payment shall be made on market rates plus 15% for contractor's profit and overhead which shall be inclusive of cartage etc. No labour charges will be paid for these items. The contractor will have to arrange all type of tools etc. for the purpose. After the contract is awarded, the Contractor shall submit rates (inclusive of contractor's profit and overhead @ 15%) of commonly used materials of approved makes for upto date repairs, upkeep and maintenance of all services and get the same approved from the Bank. Payment shall be made only on the basis of approved rates. The items not envisaged/ covered in list of materials shall be paid on market rates plus 15% for contractor's profit and overhead. The Contractor shall carry out the above mentioned works on requests from the occupants/staff only after confirmation and permission for carrying out such works by **Assistant General Manager CAG-Branch, SBI, Parsvnath Building, Gole Market, New Delhi-01** .
20. The Contractor shall make arrangement and maintain stock of all consumables like threads, safeda, grease, oil, screws, fevicol, nail, washer etc. as may be required in sufficient quantity cost of which shall be include in monthly charges. No extra payment shall be made by the Bank for providing these consumables.
21. The Contractor shall keep and maintain a complaint register, at branch for the occupants/staff to record any complaints/ suggestions by them and produce the same before the officer (s) nominated by **Assistant General Manager CAG-Branch, SBI, Parsvnath Building, Gole Market, New Delhi-01** for checking during their visit to the premises/ complex.
22. In case of an emergency, the Contractor shall arrange extra labour during day/ night, as may be required, for which separate payment shall be made by the Bank on the basis of minimum wages applicable on that date plus contractor's profit and overhead @ 10%.

23. In case the Contractor fails to fulfill their obligations for any particular day of any number of days, to the satisfaction of the Bank, for any reason (s) whatsoever, the Contractor shall pay by way of **liquidated damages upto a sum of Rs. 500/- per day per workmen for the entire number of such days** and the Banks shall without prejudice to their other rights and remedies, be entitled to deduct such damages from the dues, if any, payable to the Contractor besides its right to recover otherwise.
24. Incase of abnormally lowest quoted rates, contractor has to submit a separate security deposit in form of Demand Draft in favour of SBI, New Delhi @10% of the cost difference of the amount of bidding and that of Estimate.
25. **The Scope of work pertains to the entire area under the scope of CAG-Branch, State Bank of India, Parsvnath Building, Gole market, New Delhi-01.**

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Scope of *Integrated Facility Management Services (Housekeeping & Maintenance Services)* for SBI CAG Branch, 4th and 5th Floor, Parsvnath Capital Tower, Gole Market, New Delhi-110001.

(The scope as mentioned below is indicative and not exhaustive and any work not mentioned specifically under this section but mentioned elsewhere in the tender document shall also be covered in the scope of works to be carried out by the Contractor)

A. Activities (including cost of all consumables, tools and tackles etc.) to be carried out by the Contractor (to be considered while quoting the rates):

1. The contractor shall engage sufficient number of able, trained, efficient, neat & clean (viz., with trim hair cut, mustache, nail cut) healthy, honest, well behaved and skilled persons including supervisor(s), as per annexure – I, for upkeep and maintenance of entire premises of the Branch including terrace, open areas inside the complex and whatsoever comes under the scope of branch complex and horticulture work. House keeping and maintenance, upkeep including sweeping, washing, cleaning, dusting, mopping, etc. including dusting and cleaning of windows, window glasses, door, wirings, switches etc. externally and internally of building/ blocks/ towers on 4th and 5th floor of the CAG Branch including roof (If any), parking space, lobbies, corridors, staircases and area all around the premises/ complex, gardens and lawn area of the entire premises/ complex, (If any). The Contractor shall ensure that even those areas of premises/ complex shall be well maintained and cleaned, which are not in immediate use and/or are vacant. The Contractor shall ensure dusting and cleaning of AC's, ceiling fans, tube lights, bulbs, window glasses and panes etc. of all the seatings and common areas of the entire premises/ complex. Collection of garbage / wastes from seatings and common areas etc. on daily basis and disposal of the same to dumping yards designated by concerned local bodies along with cleaning of sewer lines/ gutters (internal lines of branch as well as common lines of premises/complex/campus), of SBI CAG Branch, 4th and 5th Floor, Parsvnath Capital Tower, Gole Market, New Delhi-110001.
2. Cleaning of floor and walls of toilets, W.C., urinals, wash basins/ sinks etc. of the branch with first grade phenyl and detergents of reputed brands only on daily basis of SBI CAG Branch, 4th and 5th Floor, Parsvnath Capital Tower, Gole Market, New Delhi-110001.
3. Cleaning of underground reservoir (if any) and overhead tanks, operation of underground reservoir (if any) and overhead tanks of SBI CAG Branch, 4th and 5th Floor, Parsvnath Capital Tower, Gole Market, New Delhi-110001.
4. Maintenance of all potted plants regular maintenance and watering of gardens, lawns, trees, shrubs, etc. including pruning of trees, cutting of hedge, maintenance of seasonal flowers etc. all complete etc. placed by Bank i.e. of SBI CAG Branch, 4th and 5th Floor, Parsvnath Capital Tower, Gole Market, New Delhi-110001.
5. Repairs, upkeep and maintenance of all services such as existing plumbing/ sanitary installations and aluminium/ iron/ wood and carpentry work in doors, windows, built-in cup-boards including repair/ replacement, if any of pelmets,

hardware, locks, AC points, bells, switches, wiring etc. during the month for which only material cost will be paid separately by the Bank (as mentioned in detail at relevant clause of the terms and conditions) of SBI CAG Branch, 4th and 5th Floor, Parsvnath Capital Tower, Gole Market, New Delhi-110001.

6. Pest control for warding off flies, mosquitoes including spraying with Finit / Baygon spray, disinfection treatment/ fogging and anti-termite treatment in the branch and entire premises/ complex of SBI CAG Branch, 4th and 5th Floor, Parsvnath Capital Tower, Gole Market, New Delhi-110001. The monthly price quoted should be such to cover entire area in SBI CAG Branch, 4th and 5th Floor, Parsvnath Capital Tower, Gole Market, New Delhi-110001. (Rates quoted should be justifiable with an Analysis of rates, incase required to be submitted to the committee).
7. The contractor shall maintain electrical installations and plumbing work as and when required, by qualified electrician, plumber and carpenter, equipped with proper tools. The cost of replacement of items, which are irreparable shall be borne by the Bank (excluding labour charges).
8. The scope of Housekeeping & maintenance shall include the labour component of operation and maintenance of various electrical cables, fans, fixtures, fittings, geysers, refrigerators, room heater/blowers, water supply pumps, bore well, solar heating system etc. The cost of replacement of these items, when irreparable, shall be borne by the Bank.
9. The contractor will be responsible to attend to all complaints within the purview of the contract. He will also be responsible to communicate immediately any complaint of sickness, mishap, accident etc. to **Assistant General Manager CAG-Branch, SBI, Parsvnath Building, Gole Market, New Delhi-01**
10. The contractor shall arrange regular maintenance of trees/Planters etc. by watering as and when required, including pruning of trees/planters maintenance of seasonal flowers etc. all complete. All tools and materials for the maintenance, i.e., manure, fertilizer, saplings, seasonal flowers, good earth etc. shall be provided by the contractor at his cost.

B. Activities to be carried out by the Contractor for which the price is not to be quoted, but only material cost will be paid separately by the Bank (as mentioned in detail at relevant clause of the terms and conditions)

1. Materials of approved makes required for repairs, upkeep and maintenance of all services such as existing plumbing/ sanitary installations and aluminium/ iron/ wood and carpentry work in doors, windows, built-in cup-boards including repair/ replacement, if any of pelmets, hardware, locks, AC points, calling bells, switches, wiring etc. during the month of Integrated Facility Management Services (Housekeeping & Maintenance Services) for SBI CAG-Branch, SBI, Parsvnath Building, Gole Market, New Delhi-01.
2. Supply of potted plants on specific requests of AGM-CAG Branch, and other materials as may be required for the gardening/planters and its regular maintenance like manure/ fertilizers/ pesticides/ saplings/ seeds/ seasonal flowers/ soil etc of SBI CAG-Branch, SBI, Parsvnath Building, Gole Market, New Delhi-01. The Contractor shall carry out the above mentioned works only after confirmation and permission for carrying out such works by AGM-SBI, CAG-Branch, SBI, Parsvnath Building, Gole Market, New Delhi-01.
- 3.

NOTE

- I) The Contractor's staff and workmen shall wear immaculate dress with company's logo and photo identity card.
- II) The Contractor shall ensure to provide good quality Naphthalene Balls, Odonil, Phenyl, Toilet Soap, Vim, Detergents, Liquid Soap, Toilet paper, Urinal Cubes, Room Fresheners, Air Fresheners etc. of approved makes such as Cleanzo, Harpic etc. from time to time and as and when required. The quality and quantity shall be approved/ determined by the Bank.
- III) In case it is observed that the cleaning material used is of inferior quality or insufficient quantity is used, the Bank will reserve the right to purchase the same itself and deduct the cost thereof from the monthly bill payable to the contractor **including imposition of a penalty of Rs. 5,000/- for each time.**

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PERIODICITY CHART OF HOUSE KEEPING & MAINTENANCE SERVICES

S.No.	Services	Periodicity of services
1	Pest control and anti-termite treatment in the Branch, SBI CAG-Branch, SBI, Parsvnath Building, Gole Market, New Delhi-01.	Once in a quarter or on request of the occupants.
2	Repairs, upkeep and maintenance of all services such as existing plumbing/ sanitary installations etc. of SBI CAG-Branch, SBI, Parsvnath Building, Gole Market, New Delhi-01. and common areas.	As and when complaints received by the Contractor.
3	Repairs, upkeep and maintenance of all aluminium/ iron/ wood and carpentry work in doors, windows, built-in cup-boards including repair/ replacement, if any of pelmets, hardware, locks, AC points, calling bells, switches, wiring etc. of SBI CAG-Branch, SBI, Parsvnath Building, Gole Market, New Delhi-01.	As and when complaints received by the Contractor.
4	All housekeeping and maintenance related activities and associated activities as mentioned above within the campus and its surroundings.	Once a day.
5	Maintenance, upkeep including sweeping, washing, cleaning, dusting, mopping, etc. including dusting and cleaning of windows, window glasses, door, wirings, switches etc. externally and internally of building/ blocks/ towers from ground floor to top floor including roof, parking space lobbies, corridors, staircases and area all around the premises/ complex of SBI CAG-Branch, SBI, Parsvnath Building, Gole Market, New Delhi-01.	Once a day.
6	Cleaning of sewer lines/ gutters (internal lines) of SBI CAG-Branch, SBI, Parsvnath Building, Gole Market, New Delhi-01.	As and when required
7	Cleaning of sewer lines/ gutters (common lines of premises/complex/campus) of the entire premises/ complex of SBI CAG-Branch, SBI, Parsvnath Building, Gole Market, New Delhi-01.	Monthly, as and when required.
8	Collection of garbage / wastes from seatings and common areas etc. and disposal of the same to dumping yards designated by concerned local bodies of SBI CAG-Branch, SBI, Parsvnath Building, Gole Market, New Delhi-01.	Once a day.
9	Disinfection treatment/fogging of the entire premises/ complex of SBI CAG-Branch, SBI, Parsvnath Building, Gole Market, New Delhi-01.	As and when required (atleast once in a quarter).

10	Cleaning of underground reservoir and overhead tanks (If any), of SBI CAG-Branch, SBI, Parsvnath Building, Gole Market, New Delhi-01.	Monthly.
11	All housekeeping and maintenance related activities and associated activities as mentioned above regarding cleaning and polishing of brass planters, brass name plates/ sign boards etc. of SBI CAG-Branch, SBI, Parsvnath Building, Gole Market, New Delhi-01.	Monthly.
12	Cleaning of floor and walls of toilets, W.C., urinals, wash basins/ sinks etc. with first grade phenyl and detergents of reputed brands only, SBI CAG-Branch, SBI, Parsvnath Building, Gole Market, New Delhi-01.	Once a day.
13	Dusting and cleaning of ceiling fans, tube lights, bulbs, window glasses and panes etc. and common areas of the entire premises/ complex of SBI CAG-Branch, SBI, Parsvnath Building, Gole Market, New Delhi-01.	Weekly.
14	All house keeping, cleaning, sweeping, cleaning of floor and walls of toilets, W.C., urinals, wash basins/ sinks etc. and maintenance related activities and associated activities as mentioned above.	Once a day.
15	All housekeeping, cleaning, sweeping and associated activities of all SBI CAG-Branch, SBI, Parsvnath Building, Gole Market, New Delhi-01.	On change of occupancy.

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SAFETY CODE

The Safety Code has to be observed by the Contractor as under:

1. These shall be maintained in a readily accessible place, first aid appliances including adequate supply of sterilizers, dressings and cotton wool.
2. The injured person shall be taken to a public hospital without loss of time in case where the injury necessitates hospitalization.
3. Suitable and strong scaffold should be provided for workmen for all works that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side falls shall not be less than 30 cms. (clear) and the distance between two adjacent rungs shall not be more than 30 cms. When a ladder is used, extra laborers shall be engaged for holding the ladder.
5. Every opening in the floor of a building/ block or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fences or railing minimum height of which shall be one meter.
6. No floor, roof or other parts of the structure shall be loaded with rubbish or materials as to render it unsafe.
7. Suitable face masks and disposable gloves should be supplied for use by the workers, when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
8. Ropes used in hoisting or lowering material or as a means of suspension should be of durable quality adequate enough and free from defects.
9. The Contractor will ensure that all types of safety measures as advised by Government are taken care of during the performance of work.
10. Safety belts/harness and helmets shall be used while working on chajja/ terrace of buildings.

Signature & Stamp of the Tenderer

PENALTY

1. The Bank is at liberty to impose suitable penalty as per relevant tender clause and deduct the same either from the bills submitted by the Contractor or at its discretion from the security deposit for any damage caused to Bank's property by the Contractor or for unsatisfactory work.
2. The Contractor shall while maintaining or repairing the plumbing/ carpentry/ minor masonry and development works at the aforesaid complex only for the aforesaid maintenance and repair purposes, use the aforesaid and not to any other purpose and any violation or breach of this condition shall make the contractor liable for all the losses and of damages suffered or may be suffered by the bank in addition to pecuniary liability for all the consequences, besides forfeiture of the security deposit.
3. The Contractor shall keep all the walls floors, carpets tools and structures of the various buildings in the aforesaid complex and water drainage mains and pipes and sanitary apparatus of whatsoever nature in good, substantial and sanitary repair and proper working order and condition while carrying out the maintenance and repairs operations of the aforesaid work and shall not come cause any damage or destruction to the aforesaid fixtures and fittings and material and contractor expressly undertake to indemnify and keep the Bank indemnified from all monetary losses. Legal actions proceedings suffer the Bank and pay all the costs charges of expenses and whatsoever nature immediately on demand by the Bank.
4. The Contractor specifically agree for the safe custody and storage of the various materials supplied to him by the bank and shall indemnify the bank for all the losses in the event of any theft, robbery, dacoity, fire or civic circumstances and will not allow any free access to any person who is not acceptable to the Bank.
5. Bank reserves the right to impose penalty for minor faults like absent of workman/ delay in works etc.

Signature & Stamp of the Tenderer

DECLARATION REGARDING MINIMUM WAGES TO BE PAID BY THE CONTRACTOR TO CONTRACT LABOURS

(This is to enable the SBI to satisfy them of the intention of the Contractor to adhere to Minimum Wages Act. etc.)

1. Wage per day of Contract Labour proposed to be paid by the Contractor excluding employer contribution of EPF but including employee contribution of EPF etc.

Rs. (in figures).....
Rupees (in words).....
.....

Place :

Date :

Signature with seal of the Contractor

Name in block letters:

Address:

Signature & Stamp of the Tenderer

ANNEXURE- VII

CERTIFICATE

Certified that we have remitted the monthly subscription of Employees Provident Fund & Employees State Insurance to the workers employed by me in the Integrated Facility Management Services (Housekeeping & Maintenance Services) for SBI CAG Branch, 4th and 5th Floor, Parsvnath Capital Tower, Gole Market, New Delhi-110001 For.....work for the month..... year.....

Office in which subscription remitted	Bill No. & Date	Emp. Fund	Prov. (EPF)	Emp. State Ins. (ESI)	Others

Signature with seal of the Contractor

Name in block letters:

Address:

Signature & Stamp of the Tenderer

DECLARATION OF NEAR RELATIVES OF SBI EMPLOYEES

I/We.....S/o/D/o.....
..... residing at
..... hereby certify that
none of our relatives (s) as defined in the Tender Document is/ are employed in SBI as
per details given in Tender Document. In case at any stage, it is found that the information
given by me is false/incorrect, SBI shall have the absolute right to take any action as
deemed fit, without any prior intimation to me.

(The near relatives are members of a Hindu Undivided Family (HUF)/ husband and wife/
the one related to the other in the manner as father, mother, son (s) and son's wife
(daughter- in- laws), daughter (s), husband (son-in-law), brother (s) and brother's wife,
sister (s) & sister's husband (brother-in-law).

Place :

Date :

Signature with seal of the Contractor

Name in block letters:

Address:

Signature & Stamp of the Tenderer

UNDERTAKING

We hereby certify that we have gone through the Tender Document and we have fully understood the conditions herein. We hereby assure that we will comply with the conditions and submit monthly compliance statements regarding minimum and other labor related statutory formalities like Minimum Wages, EPF, ESI, Bonus, Leave Coverage etc.

Place :

Date :

Signature with seal of the Contractor

Name in block letters:

Address:

Signature & Stamp of the Tenderer

ANNEXURE- X

**(TO BE STAMPED AS AN AGREEMENT)
AGREEMENT FOR INTEGRATED FACILITY MANAGEMENT (HOUSE KEEPING AND
MAINTENANCE SERVICES)**

This Agreement made at on this day of 2019 between STATE BANK OF INDIA, a body corporate constituted under the State Bank of India Act, 1955 having its Corporate Centre Office at Madame Cama Road, Mumbai 400021 and one of its office, Premises & Estate Deptt., Local Head Office at 11, Parliament Street, New Delhi (hereinafter referred to as “the Bank” which expression shall include wherever the context so permits its successors and assigns) OF THE ONE PART.

AND

..... (hereinafter referred to as “THE CONTRACTOR” which expression shall include wherever the context so permits its/his successors and assigns) of the OTHER PART.

And Whereas the Bank has invited offers for rendering Housekeeping and Maintenance Services at the premises / establishments more fully described in the **Schedule I**.

And Whereas the Contractor offered its Services for a consideration more fully described in **Schedule II** & selected as L1 in the tender process.

And Whereas pursuant to the acceptance of the offer, the parties hereto are desirous of entering into an agreement being these presents on the various terms and conditions hereinafter appearing.

NOW IN CONSIDERATION OF THE PREMISES, it is hereby agreed by and between the parties thereto as follows:

1. The Contractor shall arrange for the services at the premises / Establishment. He shall adhere to the Schedule as to the time and work to be performed as mentioned in the Schedule I more specifically described hereunder.
2. The charges for rendering the services payable by the Bank to the Contractor shall be Rs.....(Rupees.....only) per annum inclusive of all taxes except GST, as may be applicable. The details of which are as detailed in Schedule-II. This Agreement is for providing the services and is not for supply of Contract Labour and that the persons employed by him for providing the services more fully described in Schedule II shall be the employees of the Contractor and not of the Bank.

3. The Bank may provide (but not bound to do so) a few selected articles/ equipment for use in the Bank's premises for the purpose. The Contractor shall take care of the said articles/ equipment as a bailey, in terms of the provisions contained under the Indian Contract Act and duly return them in good working order and condition to the Bank on and at the expiry of the currency of these presents or on its sooner determination in terms of these presents. The daily and periodical maintenance of the articles/ equipment shall be the sole responsibility of the Contractor. The cost of replacement/repair and servicing of all the articles/equipment during the currency of these presents shall be borne exclusively by the Contractor only.
4. Eco-friendly Cleansing Materials, Chemicals, Sprays, Detergents and other materials as may be required should be of high quality/ brand approved by the Bank and shall be procured from reputed dealers/ shops. The contractor shall arrange for their purchases on his own and shall bear all expenses in connection with such purchases including their transportation.
5. The Contractor shall always have on his active rolls the services of sufficient number (as indicated in his offer document) of able, efficient, clean, healthy, honest, well-behaved and skilled persons including qualified technical or supervisory staff for rendering services at the Establishment.
6. The Contractor shall provide adequate number of supervisors as his agents or nominees for supervising the services, who will personally supervise and check the working of the plumber, carpenter and other housekeeping personnel engaged by the Contractor.
7. The Contractor shall be responsible for the good conduct and performance on the part of his personnel and the Contractor shall and be deemed, for all legal and contractual purposes, the employer of the said personnel engaged by him and such persons shall not have any claim for employment in the Bank in whatsoever and howsoever manner or in any connection therewith against the Bank now or at future date. He will, at the request of the authorized officer of the Bank/ Establishment remove from the work any person engaged by him for the services, who may be unsuitable or incompetent or whose conduct is not trustworthy or who misbehaves and/ or is not courteous, polite with the employees of the Bank or their family members or it's customers or third parties.
8. The Contractor shall strictly comply with all labor and such other statutory laws in relation to the services to be provided and the personnel engaged by the Contractor and he shall be solely responsible for all acts of the said personnel so engaged by the Contractor. The Bank shall not be liable nor answerable in respect of any claims or demands in respect of any matter or on any account which may be raised and it shall be the sole responsibility and liability of the Contractor to answer all such claims or demands of the said personnel so engaged, under any law for the time-being in force.

9. The Contractor shall be responsible for the training, allotment of duties, hours of work and timing to the engaged personnel for the purpose. The Contractor shall alone have the right to exercise control, given directions and manage the personnel engaged for the purposes.
10. The Contractor shall provide proper uniform with company's logo and photo identity card to all personnel and ensure their cleanliness and upkeep. Separate uniforms need to be provided for different categories of staff viz. Supervisors, Skilled// Semi-Skilled Unskilled and other workmen etc.
11. The Contractor shall ensure excellent standard in performance of housekeeping and maintenance and also ensure that the entire premises are kept hygienic and clean. Preventive pest control measures will also have to be done by the Contractor. The cleaning materials, equipment should be arranged by the Contractor.
12. The Contractor shall discharge all obligations under the Contract most diligently, efficiently and honestly.
13. The Contractor shall bear all costs and expenses and stamp duty in respect of all Agreements that may be entered into with the Bank to give effect to this arrangement.
14. The Contractor shall bear all taxes, rates, charges, levies or claims whatsoever as may be imposed or levied by the State/Central Government (s) or any Local body or authority for and in connection with the rendering services except GST.
15. The Contractor will be obligated to meet **Assistant General Manager (CAG-Branch), SBI, New Delhi** or any other officer authorized, in this regard once in a month for assessing and monitoring the quality of housekeeping services rendered as may be decided by the Bank and for which notice will be given to the Contractor either in person or by a written communication. The Contractor shall comply with such observations/ feedback emerged and furnished by the Bank for improvement in services. However, the continuance of the contract shall be subject to review of the performance from time to time and in case the performance is not found to be satisfactory by the Bank for any period under such review, the Bank at its discretion, reserves its right to terminate the Contract by serving a notice to the Contractor without incurring any liability therefore.

16. The agreement shall come into force and be effective from the date of award of work for a period of one year, subject to the review of satisfactory performance as mentioned herein above. The Contract may be renewed for a further period of one year under the same terms and conditions stated in this agreement upon renewal of License of the Contractor on or before expiry of the License granted by the Appropriate Authority under the Contract Labor (Regulation & Abolition) Act, 1970. However, the contract will not be renewed beyond two years. The renewal after one year from the date of award of work, for another year, will also be subject to review of satisfactory performance and solely at discretion of the Bank. In case of change in statutory obligations like increase/ decrease in minimum wages/ GST, the Bank may consider for enhancement/ decrement to the extent of change as and when there is change in statutory obligations like increase/ decrease in minimum wages/ GST on production of documentary proof of such change by the Contractor.
17. The Contractor shall deposit a sum of 5% of the annual contract amount as security deposit with the Bank for due fulfillment and performance of the contract. The security deposit shall be held with the Bank without interest in the form of Bankers Cheque with the State Bank of India in the joint names of the Bank and the Contractor and the deposit receipt will be kept in the custody of the Bank. The Security Deposit will be returned to the Contractor after three months from the date of expiry of these presents provided that there are no defects or loss or damage caused to the Bank and/or materials/articles/ equipment provided to him are duly accounted for and returned to the Bank in good working order and condition by the Contractor to the satisfaction of the Bank and all his dues to the Bank and all other liabilities under any law or otherwise arising out of or in connection with or in respect of the services are fully settled.
18. The Contractor undertakes, accepts and admits absolute and complete responsibility for the service conditions, claims, damages and other compensation of the personnel enrolled by him and will be liable for and unequivocally assume responsibility for due compliance with all the requirements of all statutory obligations, duties and liabilities (including insurance) and to pay all such claims, costs, damages, expenses, fines, penalties and compensation arising out of any claims, suit or prosecution for contravention thereof. The Contractor shall indemnify and keep the Bank indemnified from and against all such claims, demands, costs, charges, fines or penalties and compensation etc., if any, as aforesaid.
19. The Contractor shall arrange and pay for policy under the Public Liability Insurance Act, 1991 and insure and keep insured all materials which are or have been declared to be hazardous under the above said Act or any rule framed there under and which are used by the Contractor during the course of the housekeeping services under these presents.

Signature & Stamp of the Contractor

20. The Contractor shall obtain adequate Insurance Policy in respect of his workmen engaged for the service, towards meeting the Liability of Compensation arising out of death, injury/disablement at work etc. and shall regularly and punctually pay each and every premium as and when the same shall become due during the currency of these presents.
21. The Contractor will submit the bills for the services rendered, only at the end of each month to the authorized officer who will scrutinize the bills and if found in order, certify for payment along with the certificate to the extent that all the equipments supplied by the Bank are well maintained and are in order. The payments as far as possible will be made within one week from the date of certification, subject to the condition that the Contractor has cleared/paid all his dues, viz. Labour Payments (with an evidence having paid) e.g. credit to the Bank accounts of Laborers, Taxes, Levies etc. as required to be paid/payable by him under any law for the time being in force.
22. The Bank further reserves right to delete or reduce any item or sanction of the bills before effecting payment in case any complaints regarding quality of services, inefficient service, non adherence to agreed quality of materials or services have been received or noticed by the Bank without assigning any reason whatsoever and no claim will be entertained in this regard.
23. In case the Contractor fails to fulfill their obligations for any day or any number of days to the satisfaction of the Bank, for any reason whatsoever, he shall pay by way of **liquidated damages upto a sum of Rs. 500/- per day per workmen for the entire number of such days** and the Bank shall without prejudice to their rights and remedies including the termination of the contract, be entitled to deduct such damages from the money, if any, payable by them to the Contractor.
24. All questions relating to the performance of the obligations under this contract and all the disputes and differences which shall arise either during or after the contract period or other matters arising out of or relating to this contract or payment to be made in pursuance thereof shall be referred to **Assistant General Manager (CAG-Branch), SBI, New Delhi** , whose decision shall be final, conclusive and binding on the Contractor.
25. All the taxes which the Bank may be liable to deduct or called upon to so deduct, during the currency of the arrangement which are liable to be payable by the Contractor under the law but not so paid, shall be set-off against the bills raised by the Contractor and paid to the respective government departments or authorities as may be required under law and the Contractor shall have no claim against the Bank in respect of any or all such payments.

Signature & Stamp of the Contractor

26. The Contractor should possess, for the entire duration of these presents, all licenses and registrations as may be required under any law and shall be responsible to register himself and obtain a valid license under Contract Labour (Regulation and Abolition) Act, 1950 and rules there under. The Contractor shall comply with all rules and regulations in force under the said Act and rules. The Contractor shall also comply with all applicable laws, rules and regulations relating to Provident Fund, Payment of Bonus, Minimum Wages, Dearness Allowance, State Insurance, HRA, Gratuity as applicable, Leaves, LWF or any other Statutory/Regulatory requirements. Any dispute regarding such dues shall and be dealt with and settled by the Contractor.
27. The Contractor shall in terms of the provisions of Sections 16, 17 and 18 of the Contract Labour (Regulation & Abolition) Act 1970 and the rules framed under the said Act provide the prescribed amenities to its personnel. In case of failure of the Contractor in complying with the said provisions, the Bank may provide the same when called upon to do so by the Competent Authorities and deduct the expenses incurred thereof from the bills of the Contractor without prejudice to its other rights and remedies under these presents. The Contractor shall be responsible for proper maintenance of all Registers, Records and Accounts so far these relate to the compliance of any and all statutory provisions/obligations.
28. In terms of the provisions of the aforesaid Contract Labour (Regulation & Abolition) Act, 1970 and Rule 72 and 73 of the Rules framed thereunder, in case the same are applicable to the Contractor, the Contractor shall disburse the minimum wages payable to its personnel by affording payment through account payee cheques or ensuring credit to their Bank accounts only in the presence of the Authorized Representative of the Bank and shall obtain due certification to that effect from the said Authorized Representative of the Bank. Any violation of the aforesaid provisions of the Law will entail forthwith termination of this Contract in addition to such penal consequences as may attend with under these presents.
29. Nothing contained in these presents is intended nor shall be construed to be a grant, demise or assignment in law of the premises or the articles/ equipment or any part thereof by the Bank to the Contractor and/or its personnel and they shall vacate and hand-over the same in good working condition and order upon termination of these presents either by efflux of time or otherwise.
30. The Contractor shall not assign or sublet the benefits of this contract to any person or entity and in the event of any violation or breach thereof, the Bank may at its discretion but without prejudice to its other rights and remedies terminate this contract.
31. The Contractor shall be responsible for any loss due to theft/pilferage and /or damage to the Bank's property, when such damage is, in the opinion of the Bank, caused due to negligence, carelessness or any fault on the part of the Contractor or his workmen/employees engaged for the services. The Contractor shall ensure that the character and antecedents of the personnel engaged by him are duly verified through Police Verification System before such engagement.

32. If during the currency of the contract, any Statute, Rules/ Govt. Notification prohibits employment of contract labour for the services envisaged under this agreement or otherwise, the contract shall come to an end forthwith and no compensation of any kind shall be payable to the Contractor or his workman/ employees.
33. Any indulgence, forbearance or waiver, granted or shown or made on the part of the bank will not prejudice its rights under the contract.
34. The Courts in Delhi/New Delhi City alone shall have jurisdiction in respect of any matter touching these presents.
35. The tender document forms an integral part of the agreement. The provisions & term /conditions, scope of services as mentioned in tender document under this agreement need to be interpreted harmoniously to avoid any conflict.
36. The Contractor who committed / commits any breach of the contract awarded / to be awarded by the Bank, shall be disqualified from participation in future tender process if any to be initiated by the Bank for similar work.
37. The Contractor shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 and any other law/ statute in force, in this regard.

38. Termination:

- (a) The Bank may, without prejudice to any other remedy for breach of contract, may terminate the contract / agreement by one month's notice in the event of unsatisfactory performance or on breach of any stipulated conditions or qualitative dimensions of the various services specified/ agreed upon by the Contractor, or the engagement is not in the interest of the Bank or the Bank no more requires any such service.
- (b) Other grounds for termination: The Bank is entitled to terminate this contract/ agreement for any reason at its absolute discretion forthwith without notice, without any reason and without payment of any compensation, in the following cases:
 - (i) The Contractor is adjudicated insolvent by a Competent Court or files for insolvency or if the hirer being a company is ordered to be wound up by a Court of competent jurisdiction.
 - (ii) If any charge sheet is filed by a competent authority of the Government against the Agency/ Company/ Contractor, or the vendor is convicted by a criminal court on grounds of moral turpitude.
 - (iii) For any reason whatsoever, the Contractor becomes dis-entitled in law to perform obligations under this agreement.

- (iv) If there is a change in the name or constitution of the Contractor arising out of merging with some other company or collaboration with some other company or for any other reason or, if any changes take place in the proprietorship or partnership or the company, the Bank should be intimated within 30 (thirty) days of such changes, failing which all payments will be withheld and Bank may terminate the hire agreement as may be deemed necessary. Whatever be the reason of changes, the subject agreement at the same rates, terms and conditions laid down herein. The Contractor shall refund the excess money paid for the term for which the agreement / arrangement has run.
- (v) In the event of failure of the Contractor to provide the services or part thereof, as mentioned in the agreement/tender document for any reasons whatsoever, the Bank shall be entitled to procure services from other sources and the Contractor shall be liable to pay to the Bank, the difference of payments/excess payment made for such other services, besides damages for the period of failure in providing the services or part thereof.
- (vi) In the event Bank terminates the Contract, the Bank shall be entitled to procure services from other Vendor/ Contractor as it deems appropriate, and the Contractor shall be liable to compensate the Bank for loss if any suffered on account of difference in rates payable to him and to the alternate Vendor/ Contractor.
- (vii) In the event of termination of the contract for any reason whatsoever, the Contractor/or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

Schedule I & II here in above referred to Annexure- I to IX & XII.

(On non- judicial stamp paper of Rs. _____/-)

BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

B.G.No. _____ Value Rs. _____

State Bank of India,
(Address)

**Sub: Bank Guarantee of Rs _____ towards Security Deposit for the Work of
State Bank of India.
(Name of Branch/Office)**

Dear Sir,

WHEREAS (Name and address of contractor/ vendor) (hereinafter called the Contractor) have entered into contract for (Name of Work) with State Bank of India (SBI) as mentioned in the letter of SBI's Consultants (Name & address of Consultants) vide their letter No..... dated And the correspondence and tender relating thereto which is hereinafter referred to as "the said contract" the Contractor has now agreed to produce a Bank Guarantee amounting to 5% of the annual contract value to State Bank of India for performing their part of the contract obligations.

AND WHEREAS in terms of said contract, the contractor is required to furnish to State Bank of India a Guarantee of a Scheduled Bank for a value of Rs..... to be valid upto (date).

AND WHEREAS (Name of Bank and its branch) having their office at (address) the Guarantor, at the request of the contractor hereby furnishes a PBG in favour of State Bank of India and Guarantees in the manner hereinafter appearing. In consideration of the premise, we (name of Bank and its branch) having our office at (address) here after called the "Guarantor" (which expression shall include it successors and assigns) hereby expressly, irrevocably & unreservedly undertaken and guarantee under that if the Contractor fails to execute the work according to his obligations under the said contract, then notwithstanding any dispute between State Bank of India and the contractor the Guarantor shall, on demand without demur and without reference to the contractor pay to State Bank of India immediately any sum claimed by State Bank of India under the said contract up to a maximum amount of Rs. _____ (Rupees only).

In case the amount demanded by State Bank of India is not paid within 48 hours of receipt of demand, the Guarantor agrees to pay the aforesaid amount of Rs...../- (Rupeesonly).

Signature & Stamp of the Tenderer

- (i) Such payment shall be notwithstanding any right the contractor may have directly against State Bank of India or any disputes raised by the Contractor with State Bank of India or any suits or proceedings pending in any competent court or before any arbitrator. State Bank of India's written demand shall be conclusive evidence to the Guarantor that such payment is payable under the terms of the Contract and shall be binding in all respect on the guarantor.
- (ii) The Guarantor shall not be discharged or released from the undertaking and Guarantee, by any arrangement, variations made between SBI and the Contractor and or indulgence shown to the contractor by SBI, with or without the consent and knowledge of the guarantor or by alterations in the obligations of the contractor by any forbearance, whether as to payment, time performance or otherwise.
- (iii) This guarantee shall remain valid until or as may be caused to be extended by the contractor or until discharged by SBI in writing whichever is earlier.
- (iv) This guarantee shall be a continuing guarantee and shall not be revocable during its currency except with the previous written consent of SBI.
- (v) This guarantee shall not be affected by any change in the constitution of the contractor, by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.
- (vi) In order to give effect to this guarantee SBI will be entitled to act as if the Guarantor were the Principal debtor and the Guarantor hereby waives all and any of its rights or surety ship.
- (vii) This guarantee shall continue to be in force notwithstanding the discharge of the contractor by operation of law and shall cease only on payment of the full amount by the Guarantor to SBI of the amount hereby secured.
- (viii) This guarantee shall be in addition to and not in substitution for any other guarantee or security for the contractor given or to be given to SBI in respect of the said contract.
- (ix) Any notice by way of request and demand or otherwise here under may be sent by post or any other mode or communication to the guarantor addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in providing such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of SBI that the envelope was so posted shall be conclusive.

Signature & Stamp of the Tenderer

(x) These presents shall be governed by and constructed in accordance with Indian Law.

Notwithstanding anything contained hereinbefore the liability of the guarantor under this guarantee is restricted to a sum of Rs._____.

This guarantee will remain valid upto _____ unless a demand or claim under this guarantee is made in writing on or before _____ the guarantor shall be discharged from all liability under the guarantee thereafter.

Dated.....

For (Name of Bank)

(Signature/s with designation/s of signatory/ies)

(Name and Stamp of Bank)

Signature & Stamp of the Tenderer

LIST OF APPROVED BRANDS/ MAKES & TENTATIVE QUANTITIES OF HOUSE KEEPING MATERIALS

One of the following make of the material shall be used. The Contractor will have to get the sample approved from SBI whose decision shall be binding on the Contractor. The condition is also applicable for any material, not mentioned in the specification or schedule of work. No deviations are allowed in these even during/ after Tender. The items/ materials and their quantities as mentioned below are indicative and not exhaustive. ***The Contractor shall make their own assessment of the materials and quantities of materials based upon the scope/ schedule of work and site visit before quoting the rates.*** Claims on account of under assessment of the materials and quantities of various house keeping materials without examination and assessment of the scope/ schedule of work and site visit shall not be entertained at a later stage.

S. No.	House Keeping Material	Brand/ Make	Tentative Quantity (per Month)
1	Black Plastic Garbage Bags (capacity approx. 4 Kg)	Standard make approved by Bank.	17'x13' size, 10Packets.
2	Hard Broom (Seekh) with wooden rod/ handle.	Standard make approved by Bank.	4 Nos.
3	Soft Broom (Phool)	Standard make approved by Bank.	4 Nos.
4	Bleaching Powder & Cleaning Acid	Standard make approved by Bank.	3 Kg & 5 Litre respectively.
5	Detergent	Vim	5 Kg.
6	Detergent	Surf	1 Kg.
7	Floor Duster (Rough Texture)- 24"X24"	Standard make approved by Bank.	16 Nos.
8	Table Duster (Soft Texture)- 24"X24"	Standard make approved by Bank.	12 Nos.
9	Phenyl	Cleanzo/ Gaiinda/ Doctor	70 Litre
10	Glass Cleaner	Colin	10 Litre
11	Pesticides	Baygon/ Finit/ Hit	6 Can (425ml each)
12	Anti Termite Chemical	Terminator/ Termigaurd/ Termisolve	As per requirement.
13	Tissue Paper Roll	Standard make approved by Bank.	As per requirement in common facilities.
14	Air Freshener Block	Odonil/ Air Wick/ Godrej	14 Pcs or as per requirement in common facilities (In toilets).
15	Liquid Soap Bottle	Dettol/ Lifebuoy/ Savlon	10 Ltrs or as per requirement in common facilities.
16	Toilet Rim Block	Harpic/ Domex/ Odonil	14 Nos.
17	White Duster (Soft Texture)- 24"X24"	Standard make approved by Bank.	12 Nos.
18	Insecticides (for flies)	Baygon/ Finit/ Hit	As per requirement (Tentatively

			6cans X 425ml)
19	Fragrance room spray	Odonil/ Godrej/ Ambipur or equivalent	As per requirement (Tentatively 6cans X 150ml)
20	Toilet Paper roll	Premier/ Eternity/ Paseo or equivalent	As per requirement (tentatively 16 nos)
21	Tissue paper	Premier/ Eternity/ Paseo or equivalent	As per requirement (tentatively 24 nos)
22	Metal Polish (for cleaning)	Brasso/ Silvo or equivalent	As per requirement (tentatively 04 nos X 500 ml)
23	Floor Viper	Scotch Brite or equivalent	01 no
24	Toilet Brush	Scotch Brite or equivalent	06No.
25	Scouring cum Sponge Scrubber	Scotch Brite, Milton or equivalent	06 No.
26	Plastic/ Nylon Kitchen Scrubber	Scotch Brite or equivalent	06 No
27	Plastic mug (for bathroom Bucket)	Polyplast/ Jojo/ Nilkamal/ Supreme or equivalent	01 No.
28	Plastic Bucket (for Bathroom)	Polyplast/ Jojo/ Nilkamal/ Supreme or equivalent	01 No
29	For Horticulture work (Good quality earth, organic manure, planters, flowering plants)	As per prevailing market conditions	As per requirement.
30	Toilet Urinal cubes	Harpic/ Domex/ Odonil	8 packets
31	Any Other Material	Standard make approved by Bank.	As per requirement.

Signature & Stamp of the Tenderer

FINANCIAL/ PRICE BID

**(Refer annexed file/section in e-tender portal for detailed Bill of Quantities
for Financial/ Price Bid)**