

#### TENDER DOCUMENT

#### <u>FOR</u>

#### HOUSE KEEPING SERVICES FOR CHANDNI CHOWK BRANCH, NEW DELHI

#### **Notice Inviting Tender**

#### NIT No: SBIIMS/SH/08

SBI Infra Management Solutions Pvt. Ltd. on behalf of State Bank of India invites online Tenders from the Bank's Empanelled Contractors in Delhi Circle for the category "Housekeeping and Maintenance services for Branches/ATMs" for the Housekeeping & Maintenance services for the Bank's Chandni Chowk, New Delhi Branch.

Details of tenders are as under:

1.	Name of Work	:	Housekeeping & Maintenance services for the Bank's Chandni Chowk, New Delhi Branch
2.	Time allowed for completion	:	As specified in tender
3.	Earnest Money Deposit	:	<b>Rs.24000/-(Rupees Twenty Four Thou- sand only)</b> by crossed Bank Draft / Banker's Cheque drawn in favour of State Bank of In- dia, New Delhi <b>(to be enclosed in sealed</b> <b>envelope as a part of Technical Bid)</b> .
4.	Initial Security Deposit	:	NA
5.	Processing Fee of Tender Doc- uments	:	A non-refundable amount of Rs. 3000/- (Ru- pees Three Thousand only) in form of DD/Banker's Cheque in favour of SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD. Pay- able at Delhi <b>(to be enclosed in sealed en- velope as a part of Technical Bid)</b> .
6.	Pre- Bid Meeting	:	N/a.
7.	Last date and time of receipt of Tenders	:	<b>30/01/2019</b> up to 3.00 p.m.
8.	Address at which the Tenders are to be submitted	:	<u>Technical Bid:</u> to be submitted in hard copy at SBI INFRA MANAGEMENT SOLU- TIONS PVT. LTD. 5 <sup>th</sup> Floor, D- Block, 11, Parliament Street, New Delhi- 110001. <u>Price Bid:</u> Price Bid to be uploaded on-
			line
			www.tenderwizard.com/SBIETENDER
9.	Date and time of opening of Tenders	:	30/01/2019 at 3.30 p.m.
10.	Place of opening Tenders	:	SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.
			5 <sup>th</sup> Floor, D- Block, 11, Parliament Street, New Delhi- 110001.
11.	Defects Liability Period	:	NA

12.	Validity of Offer	:	<i>90 days from the date of opening the Tenders.</i>
13.	Liquidated Damages	:	As specified in the tender
14	Security Deposit to be submit- ted by L1 vendor		5% of the total contract value of two years in the form of a STDR in joint A/c of Bank & Contractor as security deposit for a period of two years duly discharged in favour of the Bank. The security deposit will be refun- ded on expiry/termination of the contract as the case may be after adjusting the dues payable by the contractor to the Bank

**Mode of Submission of Tender**: The tender shall be submitted in both physical and online in two cover system in accordance with the procedure detailed herein below. Specified documents shall be sealed in envelopes of appropriate size each of which shall be sealed.

- 1) First Envelope marked **Cover 1** shall contain Earnest Money Deposit and Processing Fee of Tender Document.
- 2) Envelope marked Cover 2 shall be of adequate size and shall contain envelopes marked Covers 1 & Documents as specified to be submitted in technical Bid as per Annexure-A and shall be properly sealed & signed. This envelope shall be endorsed on the outside face as under:

#### "Housekeeping & Maintenance services for the Bank's Chandni Chowk, New Delhi Branch"

The envelope marked Cover 2 containing the tender documents/ Undertaking as in Annexure-I as per instructions mentioned above shall be submitted in the office of VICE PRESIDENT (CIVIL), SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.,  $5^{TH}FLOOR$ , D-BLOCK, 11, SANSAD MARG, NEW DELHI 110001 ON OR BEFORE 3.00 p.m. on 30/01/2019.

Envelope marked Cover 1 & Cover 2 containing Earnest Money Deposit along and Processing Fee of Tender Document, Documents as specified to be submitted in technical Bid as per Annexure-A will be opened if the Earnest Money Deposit or Processing Fee of Tender Document, Documents as specified to be submitted in technical Bid as per Annexure-A is not found as prescribed, the tender shall be rejected.

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.

State Bank of India has the right to accept / reject any or all tenders without assigning any reasons.

The bidders are requested to note that it is mandatory to have a valid digital certificate issued by any of the valid certifying authority approved by Govt. of India to participate in the online bidding. The bidders are requested to ensure that they have the same well in advance.

For E-Tender related queries: **Service provider:** M/s Antares Systems Limited, Registered Office at: - #24, Sudha Complex, 3rd Stage, 4th Block, Bangalore – 560079. Ph: - 080-49352000 / 40482000 Fax: - 080-49352034

**Help Desk:** Contact Person: Mr. Pushpraj /Mr. Tousik Ghosh / Mr. Kushal Bose Mobile no. 7503347659/ 09674758724/ 07686913157 (On working days-9 hours-18 hours) E-mail: pushpraj@antaressystems.com/ tousik.g@antaressystems.com / kushal.b@antaressystems.com For any other queries the vendors may contact Subhendu Halder (Mgr. Civil) at the office of Circle Head & Vice President, SBIIMS, Delhi Circle , 11, Sansad Marg, New Delhi. Phone – 011 23407355.

SBI Infra Management Solutions Pvt. Ltd. (SBIIMS)

SIGNATURE OF THE TENDERER

#### DOCUMENTS TO BE SUBMITTED IN THE TECHNICAL BID ARE AS UNDER:

- a) Complete Tender document duly filled in, signed and stamped by the authorized representative.
- b) Earnest Money Deposit: EMD in the form of DD/Banker's cheque for Rs. 24,000/-(Twenty Four Thousand Only) favoring State Bank of India, Payable at New Delhi.
- c) Processing Fee of the tender document : A non refundable fee of Rs. 3000/-(Three Thousand only) in the form of DD/Banker's cheque favoring State Bank of India Infra Management Solutions Pvt. Limited, Payable at New Delhi.
- d) Copy of valid Contract labour License from competent government authority. The firms not in possession of valid licenses as above will be rejected.
- e) Copy of IT PAN number, ID card of firm / owner in the case of ownership firms along with proof of ownership,
- f) Copy of GST Registration, EPF, ESI, VAT registration, copy of service tax registration, any other certification/ registration required as per labor laws etc. as applicable.

#### Annexure-B

AGENC	Y/FIRM/COMPANY PROFILE	
Sr. No.	Required Information	
1	Name and registered address of the agency/firm/company	
2	Name, designation, and telephone nos. of the contact person / per- sons. Mob No. Fax No. E-mail id	
3	Statutory details(Photocopies to be attached)3777Registration number underthe Contract Labour Act.3783781781781791718171718191911011111111211311411511511511511611611711711811911011011111111111111111111211311411511511511511511511511511611611711711811811911911011101110111011101110 <tr< td=""><td></td></tr<>	

#### Annexure-C <u>UNDERTAKING</u> (To be submitted along with the technical Bid)

То

VICE PRESIDENT (CIVIL), SBI INFRA MANAGEMENT SOLUTIONS PVT LTD, 5<sup>TH</sup> FLOOR, D-BLOCK, 11, PARLIAMENT STREET, NEW DELHI 110001.

Dear Sir,

#### Housekeeping & Maintenance services for the Bank's Chandni Chowk, New Delhi Branch

1. I / We refer to the tender notice issued by you for *Housekeeping & Maintenance services for the Bank's Chandni Chowk, New Delhi Branch* works in connection with the above.

### 2. We accept all the terms and conditions along with the specifications, details etc defined in the tender documents.

3. I / We hereby offer to perform, provide, execute, complete and maintain the works in conformity with the conditions of contracts & specifications schedule of quantities relating to the works.

- 4. I / We have satisfied myself / ourselves as to the site conditions, examined the all aspects of the tender conditions, subject to above, I / We do hereby agree, should this tender be accepted in whole or in part, to:
- a. Abide by and fullfill all the terms and provisions of the said conditions annexed here to,
- 2. I / We have deposited a non-refundable amount of Rs. 3,000/- (Rupees Three Thousand only) towards Processing fee of Tender and an earnest money of Rs 24000/-(Rupees Twenty four Thousand only) in the form of Demand Draft / Banker's Cheque drawn in favour of SBIIMS payable at New Delhi and State Bank of India payable at New Delhi, respectively which, I / We note, will not bear any interest and is liable for forfeiture.

I. If our offer is withdrawn within the validity period of acceptance by the Employer.

- Or
- II. If the contract agreement is not executed by us within 15 days from the date of receipt of the letter of acceptance.

Or

III. If we fail to pay the initial security deposit as stipulated.

Or

3. I / We understand that you are not bound to accept the lowest or any tender you receive.

The names of <b>DIRECTORS</b> of our Firm are:		
1		
2		
3		
4		
Yours faithfully,		
Signature		
Designation Name of Partner / Director of the Firm, author to sign or name of person having power of att to sign the contract. (Certified true copy of po of attorney should be attached)	orney	
Signature and address of witnesses:	a.	Signature
	Name	
	Addre	SS
	b.	Signature
	Name	
		Address

#### <u>NAME OF WORK: Housekeeping & Maintenance services for the Bank's Chandni Chowk, New</u> <u>Delhi Branch</u>

#### SCOPE OF WORKS

The contract shall be for a period of two years from the date of commencement of the Agreement subject to review after one year, provided the contractor has license and/or renewed license and render satisfactory services. The contractor is to quote monthly charges (excluding GST) for various services to be provided as per Annexure I.

The Housekeeping & Maintenance work shall be for the Bank's Chandni Chowk Branch, New Delhi.

#### (A) HOUSE KEEPING & MAINTENANCE SERVICES:

The contractor shall engage sufficient number of able, trained, efficient, neat & clean (viz., with trim haircut, mustache, nail cut) healthy, honest, well behaved and skilled persons including supervisor(s), as per annexure -I, for upkeep and maintenance of entire premises to be used for branch.

The contractor shall arrange daily cleaning and other services of the branch. This should be strictly adhered to without fail.

The contractor shall maintain electrical installations and plumbing work as and when required by utilizing qualified ITIpassed electrician (from Bank's empanelled electrical contractor only), plumber andcarpenter, only equipped with proper tools. The vendor must utilize the services of Electrical Contractor once in every month. The same must be recorded in the register& photocopy of report should be enclosed with the monthly bill. The cost of replacement of items whichare irreparable shall be borne by the Bank (excluding \labour charges). In case of any item damage during maintenance/repairing due to miss-handling done by labour/men, same brand item(s) will be replaced by the contractor attheir cost. If the contractor fails to provide any qualified technician to carry out suchtypes of work, Bank will depute such persons and payment will be made to them and same amount will be deducted from their subsequent bills.

The contractor shall arrange disinfection treatment including pest control for warding off fies, mosquitoes, including spraying with flit / Baygon spray in the entire complex to be carried out at regular intervals and anti-termite and cockroach treatment at quarterly intervals and cost shall be borne by the contractor.

Specialized machines for wet scrubbing, wet mopping, wet/dry & vacuum cleaningand machine for cleaning water bodies will be deployed by the contractor at his cost.

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 the Assistant General Manager (Premises & Estate). The Contractor will provide First Aid Box with medicines at his cost.

#### (B) GENERAL TERMS AND CONDITIONS

# 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, The decision of Bank will be final and binding on the contractor in this regards.

The firm must have PAN, EPF, ESI & GST registrations. The applicant requires furnish their PAN No, GST, ESI, EPF Number, Registration details of firm with PIN No, TIN No, Service Tax No etc as applicable.

The tender shall be signed & stamped by the authorized person.

The tenders of the contracting agency/firm/company not in possession of valid statutory sanctions / registrations are liable for rejections.

The successful tender will have to make an agreement with SBI on terms and conditions of the contract on a non-judicial stamp paper within 15 days, the cost of which will be borne by the contracting agency/firm/company.

If any Tenderer declare or file misleading statement, misrepresentation then he will be disqualified from the process of selection.

The Contractor shall engage the services of sufficient number (as per annexure -I) of able, trained efficient, neat, healthy, honest, well-behaved and skilled persons and one or more supervisors.

The contractor shall have full control over the employees engaged by him. The contractor shall give necessary guidance and directions to his employees to carry out the jobs assigned to them. The contractor shall also be responsible for the payment of their wages and / or dues to his employees, to which they are entitled under the applicable laws. All liabilities arising out of violation of local laws and / or central laws shall be contractor's responsibility. He will remove any person (s) / employee (s) who may, in the opinion of the Bank be unsuitable or incompetent or who may misconduct and such a person shall not be again employed or allowed in the work/campus without the permission of the **Deputy General Manager, Chandni Chowk Branch.** 

The contractor would get the police verification of all his employees hired for the Chadni Chowk branch done, a copy of which will be submitted to the Bank. List of employees with their Name, Photograph, Permanent address, Local address, contact number will be kept at the branch with a copy deposited with the Bank.

The contractor shall have full control over the employees engaged by him. The contractor shall give necessary guidance and directions to his employees to carry out the jobs assigned to them. The contractor shall also be responsible for the payment of their wages and / or dues to his employees, to which they are entitled under the applicable laws. All liabilities arising out of

violation of local laws and / or central laws shall be contractor's responsibility. He will remove any person (s) / employee (s) who may, in the opinion of the Bank be unsuitable or incompetent or who may misconduct and such a person shall not be again employed or allowed in the work/campus without the permission of the **Deputy General Manager, Chandni Chowk Branch.** 

The contractor will pay rates and wages and observe hours of work and conditions of employment as per existing rules, agreement and applicable laws. They shall be responsible if so required under the relevant law to register himself and obtain a valid licence under the Contract Labour (Regulation and Abolition) Act, 1970 and rules there under and they must comply with and carry out all the provisions and obligations under the said Act and Rules and furnish all information to the **Deputy General Manager, Chandni Chowk Branch** as may be required by the Act/Rules and shall indemnify Bank against any penalties/claims from any default on their part, and the said obligation shall survive even after the termination of the agreement.

It will be contractor's responsibility to ensure that the obligations under the contracts are duly performed and observed. The contractor shall also designate supervisor(s) by name who will personally check the working of their staff every day. The contractor shall maintain the 'Daily Report register' of services every day and made available for inspection by the **Deputy General Manager, Chandni Chowk Branch** or Bank's other officials.

The contractor shall ensure a very high standard of maintenance of all the flats at all times, with due regard to hygiene and cleanliness. Disposal of all garbage shall be the responsibility of contractor. The black plastic bag shall be provided by the contractor for the dust bins daily all at his costs.

The contractor shall carry out improvements as may be necessary for ensuring satisfactory service and shall take due notice of complaints made by the branch or **Deputy General Manager, Chandni Chowk Branch.** and Bank's staff. The contractor shall submit the Complaint Register to the **Deputy General Manager, Chandni Chowk Branch** at fortnightly interval or as and when required for further putting up to the Competent Authority.

The contractor shall be responsible for any loss due to theft/pilferage of / damage to the Bank's property, including any portion of the building under the Contractor's occupation, or the fittings, fixtures or other equipment entrusted in their charge, or any property belonging to the Bank's Executives, when such loss / damage is in the Bank's opinion, caused due to negligence or carelessness or any fault on contractor's part or that of his representative or any of his employee, he shall be liable to pay to the Bank such amount in respect of such damage as may be assessed by Bank. Accordingly, the Contractor shall ensure that the character and antecedents of the personnel to be engaged has been verified through the appropriate authority and they have unblemished past records.

The contractor shall not permit any portion thereof or any other area in the branch to be used for any purpose by him and /or any of his employee, except the room/area specifically permitted by the Bank.

All consumable material and equipments required for day to day which are to be arranged by the Bank, which shall be available for inspection by the officials from the department.

The contractor shall be liable to comply with all rules and regulations in respect of all the labour laws and statutory requirements, including fire, Electrical safety regulations and other regulations, which are in vogue or will become applicable in future.

The contractor shall accept and bear full and exclusive liability for the payment of any or all taxes etc., now in force or hereafter imposed, increased and revised from time to time by the Central or State Government or by any other authority with respect to or covered by wages, salaries, or other compensations paid or payable to persons employed by the contractor.

The contractor shall fully comply with all the applicable laws, rules and regulations relating to P.F. Act including the payment of P.F. contributions, Payment of Bonus Act, Minimum Wages Act, Workmen's Compensation Act, ESI, CL (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 T.D.S. as per I.T. Act, applicable from time to time.

The contractor shall be responsible for proper maintenance of all Registers, Records and Accounts so far as these relate to the compliance or any statutory provisions/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.

The contractor binds himself as executor or administrator and agrees to 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 of or consequent upon any breach or default on the part of contract in respect of violation of any of the provisions of Law / Act / Rules or regulations having the force of law or if any award of decision by any competent tribunal, court or authority in respect of the workmen or any one employee/engaged by the contractor / sub-contractor in connection with this contract. This indemnity shall survive even after termination of the contact.

The contractor shall be responsible for all the claims of his employees. The contractor's employees will not have any claim whatsoever against Bank.

The contractor shall engage fully trained and adequately experienced persons, who are medically fit. They should be free from all infections/diseases.

The contractor shall obtain adequate insurance policy in respect of his employees to be engaged for the work, towards meeting the liability of compensation arising out of death/injury/disablement at work etc. and agrees to indemnify and hold harmless the Bank, in respect of this contract, any liability arising due to death/injury/disablement at work etc. 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 of or consequent upon any breach or default on the part of contract in respect of violation of any of the provisions of Law / Act / Rules or regulations having the force of law or if any award of decision by any competent tribunal, court or authority in respect of the workmen or any one employee/engaged by the contractor / sub-contractor in connection with this contract

The contractor shall provide weekly off/holidays to his employees as per labour laws but it will be his responsibility to ensure uninterrupted services on all days at no extra cost.

The contract shall be terminated by efflux of time or earlier, by one month's notice at the option of the Bank without assigning any reason thereof. If during the currency of the contract, any Government notification prohibits employment of contract labour for any of these services, the

contract shall come to an end forthwith and no compensation shall be paid to the contractor. Besides if the contract is terminated as stated above the contractor shall be entitled to the payment upto the date of termination for the work already performed.

a) The Bank may, without prejudice to any other remedy for breach of contract may terminate the contract/agreement by one month 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 services.

The Bank is entitled to terminate this contract/agreement for any reason at its absolute discretion forthwith without notice without assigning any reason & without payment of any compensation, in the following cases:-

- If the vendor is adjudicated insolvent by 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, or
- (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, or

For any reason whatsoever, the contractor becomes dis-entitled in law to perform his obligations under this agreement

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 takes place in the proprietorship or partnership or the company, the Bank should be intimated within 30 days of such changes, following which all payments will be withheld & Bank may terminate the hire agreement as may be deemed necessary. Whatever be the reason of changes, the subject agreement would be terminated unless the new company/entity accepts the subject agreement at the same rates, terms & conditions laid down herein. The contractor shall refund the excess money paid for the term for which the agreement/arrangement has run.

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 & imposition of penalty and the contractor shall be liable to pay to the Bank, the difference of payments/excess payment made for such other services, besides damage for the period of failure I n providing the services or part thereof.

In the event Bank terminates the contract in accordance with clause (a) herein above the Bank shall be entitled to procure services from other vendor/contractor as it deems appropriate, & 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.

In the event of termination of 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. The contractor shall undertake to bear all other taxes, rates, charges, levies or claims, whatsoever as may be imposed by the Central / State Government or Local Body or Authority. Pertaining to the contract.

In case the contractor or any of his employees, fails to fulfill his obligations as per his scope of work for any day or any number of days including his absence from duty, to the satisfaction of the Bank, for any reason whatsoever, he shall pay by way of liquated damages up to a sum of Rs.2,000/- per day person for the entire number of such days and the Bank shall without prejudice to his other rights and remedies, be entitled to deduct such damages from the amount, if any, payable to the contractor.

The contractor shall have to deposit a sum of 5% of the total contract value of two years in the form of a STDR in joint A/c of Bank & Contractor as security deposit for a period of two years duly discharged in favour of the Bank. The security deposit will be refunded on expiry/termination of the contract as the case may be after adjusting the dues payable by the contractor to the Bank.

The contractor shall be paid at monthly intervals upon presenting their bill(s).

All services are to be provided in such a way that the Residents of the flats are not disturbed in any manner.

The contractor shall maintain proper liaison with the Electricity and other Government departments for attending complaints quickly.

The contractor will ensure that the bills pertaining to the residents in respect of electricity, telephone, water charges are sent to Premises & Estate Deptt. on the same day of their receipt at the complex. In case, the Bank has to pays penalty due to late deposit of bills due to the fault of the contractor or its personnel, the amount of penalty will be recovered from the monthly maintenance charges payable to the contractor.

Local Laws, Acts, Regulations. The contractor shall strictly adhere to all prevailing labour laws inclusive of contract labour (regulation and abolition act of 1970) and other safety regulations. The contractor shall comply with the provision of all labour legislation including the latest requirements of all the Acts, laws, any other regulations that are applicable to the execution of the project.

Minimum Wages Act, 1948 (Amended) Payment of Wages Act 1936 (Amended) Workmen's Compensation Act 1923 (Amended) Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971 (Amended) Apprentice Act 1961 (Amended) Industrial Employment (Standing Order) Act 1946 (Amended) Personal Injuries (Compensation Insurance) Act 1963 and any other modifications Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof Shop and Establishment Act Any other Act or enactment relating thereto and rules framed there under from time to time.

Any indulgence, forbearance or waiver, granted or shown or made on the part of the Bank will not prejudice its rights under the contract.

- The SBI however still reserves the right to terminate the said contract at any time on the ground of unsatisfactory services rendered by the agency or without assigning any reasons. SBI will be the sole judge in this regard.
- On termination of the contract, the Contractor shall discontinue the use of the premises and handover peaceful possession of the Bank's premises together with its fixtures and articles therein in good condition.

The Contractor shall not be allowed to carry away any material/item out of the residential campus without the permission of the Bank's authorized representative.

The Contractor shall have no tenancy rights on the space provided. The space provided shall have to be vacated immediately on expiry/termination of the contract. Contractor should hand over the vacant space and peaceful possession of the space provided.

The successful tender will have to make an agreement with SBI on terms and conditions of the contract on non-judicial stamp paper, the cost of which will be borne by the contracting agency/firm/company. The format of Agreement will be provided by SBI.

The Contractor shall cooperate with the other Contractors working in the Bank's campus.

The Contractor shall abide by all the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Central/State Government Labour acts in force.

The Contractor will have to maintain registers / records as mentioned below as required under the provisions of various Acts and complete the formalities prescribed there under. The Bank shall not be responsible in any way for any breach of these rules and regulations by the Contractor. The contract is liable to be terminated if breach of rules and regulation is found after the award of contract.

The attendance muster cum wages register of persons engaged during the month should be duly signed by the individual employees and countersigned by the representative of the Contractor and SBI.

All employees have to be paid wages, special allowance and other allowances at rates, not lesser than the minimum rates prescribed by the Government under relevant rules.

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 and remitted to concerned authorities if any.

All deductions are affected from the salary / wages as per the provision of the Payment of Wages Act.

The following registers are required under provisions of various Acts and to be maintained up to date in the prescribed format, kept available in the premises of the residential colonies for inspection of any statutory authority, on demand for example, Register of Persons Employed, Muster Roll, Register of Wages, Register of Deduction, Register of OT, Register of Fines, Register of Advances etc.

The licence under the provisions of Contract Labour (R&A) Act or any other license required by concerned Government/ Local Authorities for execution of the said contact have to be obtained / renewed and kept operative. The half- yearly /yearly returns are to be submitted in time, to the authority as per rules.

The workmen engaged by the Contractor shall not have any right/claim over the various facilities enjoyed by the Bank's staff members. All the workmen employed by the Contractor should be well mannered and should be in proper uniform. The workmen employed by the Contractor attending work of the Bank under the contract must have highest standard of

honesty. The Contractor shall issue proper identity cards with latest photograph to his workmen. The Bank reserves the right to reject any particular workman placed/employed, under the contract in the Bank's premises.

In case of lapse on part of the workmen of the Contractor, the Contractor should take corrective disciplinary action against such workmen. In case the Contractor fails to take any action against the defaulter, the Bank reserves its right to take any suitable/legal action against the Contractor. The information regarding the monthly payment of wages, statutory benefits etc., paid to the workmen shall be submitted by the Contractor to the Bank along with the monthly bill.

The payment of the service charges for the services rendered will be made on monthly basis by RTGS only.

While making payment of the service charges, the Bank will make the following deductions:

The income tax deduction at source as per the Government regulations.

The amount equivalent to any damage/loss etc. done by the workmen employed by the Contractor to carry on the job at SBI.

Any other charges, fines, penalties and such other deductions.

Any other claims made by the employees of the Contractor against the SBI

The Contractor shall be responsible for the safety of his workmen and should follow all rules and regulations pertaining thereto. In case of any damage to property or persons, the Contractor shall be responsible and should take out necessary personal insurance policies for this purpose. Contractor should indemnify SBI for any claims, legal proceedings, etc arising from the above. The necessary licenses etc., as per contract labour law shall be obtained by Contractor.

In case of any dispute arising regarding the job contract including the interpretation or the scope or working thereof, the decision of the Vice President, SBIIMS, Delhi Circle /AGM (P&E) shall be final and binding on the Contractor.

Contractors are advised to inspect and examine the site and make all investigations the extent of work, scope and conditions under which the works are to be executed. No claim for any extra payment of any kind on account of lack of information about the site conditions shall be entertained after acceptance of the tender.

The Contractor shall obtain adequate insurance policy as per the Govt of India/ State Government guidelines applicable in this regards in respect of the workman to be engaged for the work, towards meeting the liability of compensation arising out of death/injury/disablement at work etc.

The rates quoted by the Contractor in the tender shall be deemed to have taken into account all the conditions mentioned above. The Contractor shall visit the premises before quoting.

The bank is at liberty to impose suitable penalty 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.

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.

The contractor shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the Architect/Consultant/Bank. The contractor shall also report immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract attached herewith within 15 days from the receipt of intimation of acceptance of his tender by the Bank, at his own cost. However, the written acceptance of the

tender by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.

#### CONDITIONAL TENDER OR INCOMPLETE TENDER SHALL BE SUMMARILY REJECTED

#### All the above terms and conditions accepted.

Dated:

Signature of Contractor

#### 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 casewhere the injury necessitates hospitalization. Suitable and strong scaffold should be provided for workmen for all works that cannot safely be done from ground.
- 3. 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 that 30 cms. When a ladder is used, extra laborers shall be engaged for holding the ladder.
- 4.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.
- No floor, roof or other parts of the structure shall be loaded with rubbish or materials as to render it unsafe.
- Suitable facemasks 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.
- Ropes used in hoisting or lowering material or as a means of suspension should be of durable quality adequate enough and free from defects.
- The Contractor will ensure that all types of safety measures as advised by Government are taken care of during the performance of work.
- Safely belts/harness and helmets shall be used while working on chajja/ terrace of buildings.

Signature & Stamp of the Tenderer

#### **PENALTY**

- 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 indemnity and keep the Bank indemnified from all monitory 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

#### ANNEXURE- IX

#### 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:

#### **ANNEXURE- VI**

#### 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 LabourRs. (in fig	gures)
proposed to be paid by the Contractor	Rupees (in words)
excluding employer contribution of	
EPF but including employee contribution	
of EPF etc.	

Place :

Date :

**Signature with seal of the Contractor** Name in block letters: Address: (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,

- 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...../- (Rupees ......only).

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.

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.

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.

This guarantee shall be a continuing guarantee and shall not be revocable during its currency except with the previous written consent of SBI.

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.

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.

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.

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.

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. 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

Note: - The rates quoted includes all other taxes, duties, loading, unloading, transportation, other expenses etc. to site. Only GST will be paid extra as applicable. If any Price Bid cell for any item is left blank same will be considered as zero.

Dated:

Signature of Contractor Name, address & seal of firm

	BILL OF QUANTITIES		
S.NO.	DESCRIPTION		
	Providing House Keeping & Maintainances services for the Chadni Chowk , New Delhi branch which shall comprise of :-		
		*Minimum wages per month (includes Minimum Wages(Basic +VDA), ESI, EPF)	
1.0	Supervisor – 01 No – (Semi Skilled)		
2.0	House keeping Boy - 8 Nos Unskilled		
3.0	Cook - 1 No- Semi Skilled		
	*As per the Labour laws, Government Notifications/amendments from time to time, minimum wages should be as per the Central Govt., applicable to Delhi.		
	*Total working Hours not to exceeding 8 Hours per person per day or as specified by the Government		
	*The services as stated in tender document are required daily, the reliver cost of the manpower as stated above should be quoted in item no.C considering all minimum wages laws are followed		
	TOTAL FOR WAGES (A)	0.00	

SI. No	Description	Amount Per month
В	Deep Cleaning of premises once in three month	
С	Additional Management fee (Includes Service Charges+ Admin Charges +other Expenses etc. Per Month.)	
D	Total Amount Per month( Excluding GST same will be payable as applicable) For deciding L1 (B + C)	

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