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

e-TENDER DOCUMENT
FOR
HOUSEKEEPING

FOR
REGIONAL BUSINESS OFFICE AT PITAMPURA AND ITS BRANCHES

AT
DELHI

SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.
5th FLOOR, D-BLOCK,
11, PARLIAMENT STREET,
NEW DELHI- 110001
SBI Infra Management Solutions Pvt. Ltd.
5th Floor, D- Block,
11, Parliament Street, New Delhi- 110001

e-TENDER DOCUMENT
FOR
HOUSEKEEPING
FOR
REGIONAL BUSINESS OFFICE AT PITAMPURA AND ITS BRANCHES
AT
DELHI

For any queries, please contact:

Vice President (Civil)
SBI Infra Management Solutions Pvt. Ltd.,
5th Floor, D- Block,
11, Parliament Street, New Delhi- 110001
Phone: 011-23407351/23407366
E-mail: headdel.sbiims@sbi.co.in
SBI Infra Management Solutions Pvt. Ltd.
5th Floor, D- Block,
11, Parliament Street, New Delhi- 110001

e-TENDER DOCUMENT
FOR
HOUSEKEEPING
FOR
REGIONAL BUSINESS OFFICE AT PITAMPURA AND ITS BRANCHES

AT
DELHI

Name of Bidder:

______________________________________________________________

Address:

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PIN
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Contact:

Landline

Mobile

Fax

E-mail:
SBI Infra Management Solutions Pvt. Ltd. (SBIMS) invites e-tenders on behalf of State Bank of India (SBI) for Housekeeping Services for various branches/offices spread in geographical area of North West District of Delhi under control of SBI Regional Office-III, Pitampura, DAO-III as per following schedule.

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<thead>
<tr>
<th>1</th>
<th>NAME OF WORK</th>
<th>Housekeeping Services for various branches/offices spread in geographical area of North West District of Delhi under control of SBI Regional Office, Pitampura, Delhi</th>
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<td>2</td>
<td>EARNEST MONEY DEPOSIT</td>
<td>Rs.1,00,000.00 (Rs. One Lakh 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 Delhi which shall be converted into interest free security deposit for successful contractor, whose tender is accepted.</td>
</tr>
<tr>
<td>3</td>
<td>SECURITY DEPOSIT</td>
<td>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 State Bank of India payable at Delhi or Bank Guarantee (BG) of equivalent amount issued by any nationalized /scheduled Bank.</td>
</tr>
</tbody>
</table>
| 4 | PROCESSING FEE | Rs.5000/- (Rupees Five Thousand only) (non refundable) Amount to be paid only through SB Collect payment portal available in SBI site [https://www.onlinesbi.com](https://www.onlinesbi.com) from 13/06/2019 to 26/06/2019 up to 5:00 pm  
**Tender ID:** DEL201905023  
Upon successful payment of fee, a receipt with unique reference no. will be generated. The same is to be printed and to be enclosed in sealed envelope as a part of technical bid.  
It is also to be uploaded online on e-tendering service provider site. |
| 5 | ADDRESS AT WHICH THE TENDERS ARE TO BE SUBMITTED | Technical Bid (along with EMD and Tender Cost DD/ Banker’s Cheque in separate sealed envelopes): SBI Infra Management Solutions Pvt. Ltd. 5th Floor, D- Block, 11, Parliament Street, New Delhi- 110001.  
**Price Bid:** Online at e-tendering portal of our service provider, M/s Antares Systems Ltd.  
For any assistance and accessing the tender document you may contact:  
M/s ANTARES SYSTEMS LIMITED  
**Contact Person:** Mr. Kushal/ Mr. Pushpraj  
**e-Mail Id:** kushal.b@antaressystems.com/ pushpraj@antaressystems.com  
**Contact Number:** 7686913157/7503347659 |
<p>| 6 | LAST DATE &amp; TIME FOR | 26/06/2019 up to 3.00 pm. |</p>
<table>
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<th>SUBMISSION OF E-TENDERS</th>
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<tr>
<td>7</td>
<td>DATE AND TIME OF OPENING OF E-TENDERS</td>
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<td>8</td>
<td>VALIDITY FOR OFFER</td>
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<td>9</td>
<td>COMMENCEMENT OF WORK</td>
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<td>PERIOD OF HONORING PAYMENT CERTIFICATE</td>
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<td>12</td>
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<td>Performance Guarantee</td>
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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.

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

V.P. (Civil) & Circle Head
SBIIMS, New Delhi
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GUIDELINES FOR BIDDERS

HOUSEKEEPING SERVICES FOR VARIOUS BRANCHES/OFFICES UNDER CONTROL OF SBI REGIONAL OFFICE, PITAMPURA, DELHI.

SBI Infra Management Solutions Pvt. Ltd. on behalf of SBI invites limited e-Tenders from the Bank’s empanelled contractors for providing Housekeeping Services in the area as described in Schedule-1.

1. EMD and Processing Fee:

Processing Fee of Rs.5000/- (Rs. Five Thousand Only) (non-refundable) through SBI COLLECT and EMD of Rs.1,00,000/- (Rs. One Lakh Only) will in the form of Demand Draft or Banker’s Cheque issued by any nationalized/scheduled Bank drawn in favour of State Bank of India payable at Saharanpur and SBI Infra Management Solutions Pvt. Ltd. Payable at Delhi respectively.

Receipt of Processing Fees (to be submitted through SBI Collect on or before 24/06/2019 up to 5:00 p.m.) & EMD in the form of Demand Draft or Bankers' Cheque shall be submitted to Vice President (Civil), SBI Infra Management Solutions Pvt. Ltd., 5th Floor, D-Block, 11, Parliament Street, New Delhi-110001, in separate sealed envelopes, along with technical bid, in person on or before 20/06/2019 upto 03:00 pm.

2. Eligibility Criteria:

Tenderers who are empanelled with SBI, LHO, New Delhi under category Housekeeping and Maintenance without Catering Services for Bank’s Offices, Residential Premises, Transit Houses and SBLCs 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 Processing Fee receipt paid through SBI collect 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 such as Minimum Basic Wages, ESI, EPF, Bonus, Leave Coverage etc. as applicable 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.

5. **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.

6. 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.

7. The Court/courts in Delhi alone shall have the jurisdiction in respect of any or all matters relating to or connected with the tender.

8. 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.

9. Final award of the contract for Housekeeping Services will be subject to the approval of the Competent Authority in the Bank.

10. 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.

11. The Contractor shall have to execute an agreement as per the enclosed format (Annexure-VII) 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.

12. **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 favor 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.

13. 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.

14. 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.

15. Termination:

(I) 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.

(II) 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.

16. Tie Breaker

a) In case of more than one bidders/ tenderers appearing Prima Facie lowest i.e. quoting the same figure/ value before or after the mathematical check etc., the subject work of the branches/offices shall be distributed equally between such bidders/ tenderers in terms of the number of branches. In case of odd number of branches and equal distribution of branches if any branch is left the same will be allotted by means of lucky draw among L-1 bidders. SBI/SBIIMS discretion in the distribution of branches as stated above will be final and binding on the contractors. SBI/ SBIIMS shall reserve the right to assign any particular branch/office to any of above bidders/tenderers at its discretion.

Note: The above mentioned draw shall be carried out by us in the presence of bidders/tenderers between whom the tie has taken place, only, for which the intimation regarding date, time & place of the draw shall be sent separately.

Vice President (Civil)
SBIIMS, Delhi Circle
### TECHNICAL BID

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

<p>| | |</p>
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</thead>
<tbody>
<tr>
<td>1. Name &amp; Address of the Tenderer Organisation / Agency with Mobile &amp; Phone No., Fax No., E-Mail etc.</td>
<td></td>
</tr>
<tr>
<td>2. Address of the Office / Representative Office in Delhi / NCR</td>
<td></td>
</tr>
<tr>
<td>3. Enclosed valid copy of empanelment certificate issued by the SBI, LHO, New Delhi</td>
<td>Yes/ No</td>
</tr>
<tr>
<td>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.</td>
<td>Yes/ No.</td>
</tr>
<tr>
<td>5. Cover - I shall contain notice inviting tender, guidelines for bidders, schedule-I, and annexures I to VIII. Each page of these documents shall be signed &amp; stamped by an authorized person of the Contractor.</td>
<td></td>
</tr>
<tr>
<td>6. Prescribed DD / Bankers’ Cheque of Rs. 1,00,000/- as Earnest Money Deposit (EMD) and Rs.5000/- as Processing Fee, as mentioned in NIT should be enclosed in separate sealed envelopes. Details of the DD / Bankers’ Cheque:</td>
<td>EMD DD / Bankers’ Cheque details:</td>
</tr>
<tr>
<td>7. Power of Attorney / Authorisation for signing the Bid should be enclosed. Enclosed copy of the valid Power of Attorney / Authorisation for signing the Bid.</td>
<td>Yes/ No</td>
</tr>
</tbody>
</table>

**Signature & Stamp of the Tenderer**
ANNEXURE-I

TERMS & CONDITIONS

1. SITE OF WORK/ AREA OF SERVICES (HOUSEKEEPING):

The site of work will be as under:

Regional Business Office at Pitampura and its Branches at Delhi
   (a) Any open space within the compound,
   (b) Any Ramp inside the premises,
   (c) Roof, Parking Spaces, Terraces of the premises,
   (d) Ceiling and walls of the premises, external façade, drainage of clogged drains / sewer lines, stair cases etc. complete.

During the currency of the Contract, any Statute, rules / Govt. Notification if any prohibits employment of Contract Labor for the services envisaged under this Agreement or otherwise, the contract shall come to an end forthwith and no compensation whatsoever shall be payable to the Contractor or his workman / employees under any circumstances.

2. NATURE OF SERVICES:

(a) The contractor shall arrange for performance upkeep including sweeping, washing, cleaning with eco-friendly bio-product cleansing materials using bio-blocks of reputed brands for toilets, dusting, mopping etc., cleaning of windows, windows glasses, doors, carpets, chairs, sofa sets, wind screens, venetian blinds, false ceiling, polishing of metal surfaces (as and when required). The contractor shall ensure that even those areas of premises shall be well maintained and cleaned, which are not in immediate use and / or are vacant. The contractor shall ensure cleaning of toilets and urinals with eco-friendly cleansing materials of reputed brands only. The housekeeping staff should wear disposable gloves while doing these tasks. These gloves should be changed on daily basis.

(b) The Contractor shall arrange for upkeep of entire branch/office/any other establishment including furniture and fixtures at the frequency / interval as is specified in the Annexure-I and I-A to these terms & conditions.

(c) The Contractor shall ensure excellent standard of housekeeping, cleanliness and maintenance of the entire premises at all times with due regard to hygiene. Disposal of all garbage/wastes (with segregation of the waste into two separate bins-one for dry waste and another wet waste) up to the municipal dump yards, shall be the responsibility of the Contractor.

i) The Contractor shall ensure that the garbage is picked before 9.00 A.M. positively leaving no chance for complaint.

ii) The Contractor shall ensure to display the work chart of the duties to be
performed by the their labour/ employees since morning till evening viz. within the specified duty time of the contract and these activities shall be listed on the chart placed and signed by the person as token who is engaged in the job having completed/attended the job/activities as listed in the chart.

(e) The contractor will be responsible to attend to the complaints / requirements within the purview of the contract and such complaints and requirements will be attended to by the Contractor immediately.

(f) The Contractor shall arrange cleaning of toilets including W.C., urinals and washbasins with eco-friendly bio-product cleansing materials using bio-blocks of reputed brands for toilets, like Dry Earth of Asianol Biotech etc., on an ongoing basis. The costs for such cleansing materials shall be borne by the Bank. The housekeeping staff should wear disposable gloves while doing these tasks. These gloves should be changed on daily basis.

(g) The Contractor shall also arrange polishing of plates, shining of brass plates, other brass plates used and other name plates also.

(h) The Contractor shall arrange for pest control of flies, cockroaches, mosquitoes, etc. including spraying of Finit/ Baygon spray in the premises, to be carried out at regular intervals and anti-termite at quarterly intervals and costs thereof shall be borne by the Bank.

(i) The selected Contractor will have to do the work related to the upkeep and maintenance of the areas of service as per Annexure-I at SBI, Regional Business Office, Pitampura and its Branches for services of sweeping, mopping, dusting, cleaning which are specifically mentioned hereinafter and more particularly stated in the Annexure hereto.

(j) The Contractor will have to do the aforesaid work services at the total consideration as quoted in financial/ price bid (schedule- II) per annum payable in equal monthly installments on completion of work every month and on production of monthly bills along with certificates mentioned in Annexure hereto.

3. The Contractor shall engage trained contract labour with proven integrity for housekeeping works. The contractor shall ensure that its employees/ laborers observe cleanliness and wear neat and clean proper uniforms with plastic name badges for identification of them and that they are courteous, polite and prompt while rendering efficient service in their respective areas. The housekeeping staff should wear disposable gloves while doing various tasks. These gloves should be changed on a daily basis. The Contractor shall have full control over its employees/laborers. The Contractor shall give necessary guidance and instructions to its employees/laborers to carry out the jobs assigned to them by the Contractor. The Contractor shall also be responsible for payment of their wages and/or other dues to its contract labour including compliance of hours of work and conditions of employment in consonance of its applicable laws and rules. All liabilities arising out of violation of local laws and/or central laws/ labour laws shall be the Contractor's responsibility. The Contractor on advise of the Regional Manager, Regional Business Office, State Bank of India, Pitampura or his/ her will immediately remove from the work, any of his employees/laborers 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 premises.

4. The Contractor shall be responsible to register himself and obtain a valid labour license under the Contract Labour (Regulation and Abolition) Act 1970 and rules there under and the Contractor must comply with and carry out 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 Act/Rules and the Contractor shall indemnify the Bank against the penalties/ claims, for any default on their part.

5. It will be Contractor's responsibility to ensure that each obligation under this contract is duly performed and observed. Contractor shall also designate one supervisor or such number of supervisors as may be required for proper supervision of the services to be rendered by the Contractor and/or through its employees/laborers.

6. 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 Regional Manager, Regional Business Office, State Bank of India, Pitampura 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 Regional Manager, Regional Business Office, State Bank of India, Pitampura everyday for further putting it up to the Competent Authority of the Bank.

6. 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 Regional Manager, Regional Business Office, State Bank of India, Pitampura 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.

8. 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.

9. The Contractor shall not permit any of his employees to use any area of the complex/ building/ premises for residential purposes.

10. All material and equipments required for day to day housekeeping will be provided by the Bank.

11. 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 regulations and other regulations 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.

vi) The cost of such stamp paper, demy paper etc. shall be borne by the Contractor.

vii) 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.

viii) The Contractor shall provide weekly off/ holiday to his workmen as per labour laws but it will be the Contractor's responsibility to ensure uninterrupted services to the Bank on all days.

ix) The Contractor shall engage fully trained and adequately experienced workmen, who are medically fit. They should be free from all infectious contagious diseases.

12. In case the Contractor fails to fulfill his obligations for any day or any number of days, to the satisfaction of the Bank, for any reasons whatsoever, he shall pay by way of liquidated damages of 0.5% per week and maximum up to 5% of the annual contract value and the Bank shall without prejudice to their other rights and remedies, shall be entitled to deduct, such damages from the money, if any, payable to the
Contractor besides its right to recover otherwise.

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 Regional Manager, Regional Business Office, State Bank of India, Pitampura whose decision shall be final, conclusive and binding on the parties to this agreement.

14. The Contractor shall have to execute an agreement as per the enclosed format (Annexure-VII) 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 will also form a part of the Agreement.

SECURITY DEPOSIT:

15. The contractor shall have to deposit a sum of 5% of the annual contract amount as security deposit within seven days which will be refunded on expiry of the contract after adjusting the dues payable by the Contractor to the Bank.
SCOPE OF CLEANING WORKS

(a) DAILY CLEANING

SWEEP CLEAN:

- Sweep and clean all floor areas.
- Damp mopping of tiles, vitrified floors, staircases, elevators/ lifts, floors, side walls and podium entrance areas.
- Floors shall be free of dirt, mud, sand, footprints, liquid spills and other debris.
- Chairs, trash, receptacles and easily movable items shall be moved to clean underneath.
- During inclement weather, the frequency may be higher. When completed the floors and halls shall have a uniform appearance with so streaks, smears, swirl marks, detergent residue or any evidence of dirt remaining or standing water.
- After sweeping all vitrified floors.
- Sweep and clean of debris from walkways and driveways and hose clean them during appropriate climatic and water use conditions.

DRYCLEANING/VACCUMING:

- Vacuuming all carpets runners and carpet protectors so that they are free of dirt, mud, etc.
- Heavy industrial type vacuum cleaner would be used to ensure adequate cleaning. When completed, the area should be free of all litter, lint, loose soil and debris.
- Any chairs, trash, receptacles and easily movable items shall be moved to clean underneath and then replaced in the original position.

WASHROOM CLEANING (to be carried out on hourly basis):

- Thorough cleaning and sanitization of toilets, bathrooms, wash basins and shower facilities, using suitable non abrasive cleaners and disinfectants.
- All surfaces shall be free of grime, soap, mud and smudges.
- Cleaning of mirrors, glass windows, glass doors etc.
- Putting of paper towels, toilet paper and liquid soap dispenser with liquid soap solution as provided by the bank.
TRASH REMOVAL:

- Emptying all waste paper baskets from all floors and washing or wiping them clean with damp cloth, replacing plastic waste paper basket lining and returning items where they were located.
- All waste from waste paper baskets will be collected and deposited in the buildings waste container or as directed by the Bank.
- Dry and wet garbage would be segregated and dumped into designated area.

GLASS SURFACE CLEANING:

- All glasses at the entrance door of the premises would be cleaned using damp and dry method.
- Glass table tops, cabin doors, cabin partitions and glass accessories would also be cleaned.
- Removal of grease marks or finger prints on glass counters and partitions. This cleaning is done using all purpose cleaner and lint free cloth or paper towels as provided by the bank.

SPOT CARPET CLEANING:

- Spot clean carpets whenever necessary to remove spots using appropriate products, chemicals etc as provided by the bank.

DAMP AND DRY CLEANING:

- Wipe clean all white boards of meeting rooms, conference rooms, work stations etc.
- Wipe clean all table tops of workstations, cubical and other furniture and fixtures.

Please note that the house keeping staff should wear disposable gloves and cover mouth while doing their tasks. These gloves/covers should be changed on a daily basis.

ATTENDANTS/HAMMALS:

- The Contractor should provide 1 Attendants/ Hammals at the disposal of the Bank whose services will be utilized by the Bank in events of meetings, conferences and day to day works at different departments.

(b) WEEKLY CLEANING

DEEP CLEANING:

- Stairways, surrounding common area, terraces, generator rooms,
basements, car parking etc.
- Ceiling, walls, partitions etc.
- Toilets and washrooms.

WINDOW GLASS CLEANING:
- Interior and exterior glasses will be cleaned on both sides, throughout the Bank’s building.
- Dusting windows sills and blinds.

SANITIZING:
- Office desk paper bins would be cleaned and sanitized.
- All washrooms dustbins would be thoroughly cleaned and sanitized.
- All telephone instruments would be sanitized using disinfectants/ bio-products.
- Waste bins from pantry/canteen areas would also be thoroughly cleaned and sanitized with disinfectants / bio-products.
- Thorough washing of all walls and doors of toilet with appropriate detergent and disinfectant.

POLISHING:
- All the door/window handles/knobs, other brass fittings and items/statues, planters etc. are required to be polished and kept in shining condition by using good quality polishing agents.

(c) FORTNIGHTLY CLEANING

DUSTING AND WIPIING:
- Dusting and wiping light fixtures. When completed, the light fixtures shall be free from dirt, grim, dust and marks.
- Applying metal polishes to accessories or door/window handles, hand railings, lift walls etc. where applicable.

SCRUBBING:
- Scrubbing of all floor areas with scrubbing machines arranged by contractor.

(d) CONTRACTOR WILL ALSO DO THE FOLLOWING TASKS
- Sweeping, mopping, machine scrubbing of all specified floors.
- Removing all garbage and replace cleaned bins. Garbage will be taken to the designated site from where the contractor will arrange for its disposal.
- Wipe/clean of all glass doors and windows regularly.
- Maintain high standards of cleanliness and hygiene at all assigned areas throughout the premises.

(e) EXTERNAL FACADE:
• The service provider shall undertake cleaning of the glasses and glass panes from the exterior (the glasses/glass panes of the ground floor/basements etc. on daily basis) by using spider-man method once in three months. It will be the responsibility of the service provider to ensure that the necessary insurance cover is obtained well in advance and produce to the Bank before commencement of the cleaning work. It will also be necessary to obtain security clearance from the Circle Security Officer of the Bank.

• Supervisors/ managers of the service provider should visit different floors from time to time to ensure that each floor/toilets etc. remain clean and ready for use round the clock.

Signature & Stamp of the Tenderer
<table>
<thead>
<tr>
<th>(a)</th>
<th>Mechanized vacuum cleaning, sweeping &amp; mopping open space within the compound (The Contractor has to keep the one scrubbing machine, three heavy duty vacuum cleaners available at site all the time)</th>
<th>Once in a day</th>
</tr>
</thead>
<tbody>
<tr>
<td>(b)</td>
<td>Sweeping and mopping staircases</td>
<td>Once in a day</td>
</tr>
<tr>
<td>(c)</td>
<td>Cleaning of open terraces, roof, road/basement</td>
<td>Once in a day</td>
</tr>
<tr>
<td>(d)</td>
<td>Dusting of furniture/wall paneling</td>
<td>Once in a day</td>
</tr>
<tr>
<td>(e)</td>
<td>Cleaning of planters, statues</td>
<td>Once in a day</td>
</tr>
<tr>
<td>(f)</td>
<td>Clearing of inside sewerage</td>
<td>Once in a day</td>
</tr>
<tr>
<td>(g)</td>
<td>Cleaning &amp; Washing of dustbins with detergent</td>
<td>Once in a day</td>
</tr>
<tr>
<td>(h)</td>
<td>Providing blue eco-friendly cubes in all urinals (bio-block)</td>
<td>Once in a day</td>
</tr>
<tr>
<td>(i)</td>
<td>Putting Odonil in all toilets</td>
<td>As and when required</td>
</tr>
<tr>
<td>(j)</td>
<td>Spray of air freshener in all cabins and hall/ working area</td>
<td>Thrice in a day</td>
</tr>
<tr>
<td>(k)</td>
<td>Carpet, curtains, blinds and windscreen cleaning including removing of stains, brushing with soft brooms, removing stains with approved quality stain remover as provided</td>
<td>Once in a day</td>
</tr>
<tr>
<td>(l)</td>
<td>Cleaning of toilets, sinks, khurras, wash basins, urinal basins by using eco-friendly bio-products cleansing material using bio-blocks for gents toilets.</td>
<td>Twice in a day</td>
</tr>
<tr>
<td>(m)</td>
<td>Disposal of rubbish</td>
<td>Twice in a day, before 9.00 am and at 5.30 pm in presence of Security Staff.</td>
</tr>
<tr>
<td>(n)</td>
<td>Sweeping and mopping lobbies &amp; corridors/ reception/ lifts cars/ pantries/ kitchen</td>
<td>Twice in a day</td>
</tr>
<tr>
<td>(o)</td>
<td>Vacuum cleaning of carpets/ curtains/ venetian blinds/ sofas sets/ chair cushions/ seats etc. (The Contractor has to get scrubbing machine and vacuum cleaner at site, when required at his cost)</td>
<td>Once in a week</td>
</tr>
<tr>
<td>(p)</td>
<td>Cleaning of telephones with approved quality cleansing material and perfuming telephone instruments with the help of experienced personnel</td>
<td>Once in a week</td>
</tr>
<tr>
<td>(q)</td>
<td>Cleaning of computers, printers, fax machines, photocopiers, key boards etc. with approved quality cleaning materials with the help of experienced personnel</td>
<td>Once in a week</td>
</tr>
<tr>
<td>(r)</td>
<td>Cleaning of buckets/mugs with detergent</td>
<td>Once in a week</td>
</tr>
<tr>
<td>(s)</td>
<td>Cleaning of toilet walls skirting/tiles of walls with eco-friendly</td>
<td>Once in a week</td>
</tr>
<tr>
<td>(t)</td>
<td>Cleaning of Chajjas</td>
<td>Once in a week</td>
</tr>
<tr>
<td>(u)</td>
<td>Cleaning of window panes/door panes/wall paneling</td>
<td>Once in a fortnight</td>
</tr>
<tr>
<td>v)</td>
<td>Cleaning/sweeping of floors of office premises, pantries, exposed areas as well as back-sides, corners and below the furniture items/ removing cabinets/almirahs etc. with water/cleanzo/chemicals/detergents/brushes/brooms/clothes/ rugs/dusters/vacuum cleaners, disposal of rubbish as per cleaning materials provided and direction.</td>
<td>Once in a fortnight</td>
</tr>
<tr>
<td>(w)</td>
<td>Removing cobwebs with vacuum cleaner, dusters, brushes etc.</td>
<td>Once in a fortnight</td>
</tr>
<tr>
<td>(x)</td>
<td>Removal of bushes, Shrubs etc.</td>
<td>Once in a fortnight</td>
</tr>
<tr>
<td>(a)</td>
<td>Cleaning of fans/switch boards/wall/tube lights/ wall hangings etc.</td>
<td>Once in a month</td>
</tr>
<tr>
<td>(b)</td>
<td>Cleaning/dusting of ceilings, covered beams, removing cobwebs, sort dust with dusters, vacuum cleaners, brushes all of approved quality as per directions at monthly intervals with Eco-friendly bio products cleansing materials of reputed brands.</td>
<td>Once in a month</td>
</tr>
<tr>
<td>(c)</td>
<td>Grinding, rubbing, polishing of Kota stone flooring in compound</td>
<td>Once in a three month</td>
</tr>
<tr>
<td>(d)</td>
<td>Shifting of furniture/fixture and other articles from various floors.</td>
<td>As per requirement</td>
</tr>
<tr>
<td>(e)</td>
<td>Inspection of all false ceiling and re-fixing the panels in position. The panels which cannot be fitted(damaged) shall be removed and replaced with new panels(cost of new panels will be paid separately)</td>
<td>Day to Day basis</td>
</tr>
<tr>
<td>(f)</td>
<td>Spray of Insecticides, mosquitoes and Rodents repellents (eco-friendly)</td>
<td>Daily in the evening</td>
</tr>
<tr>
<td>(g)</td>
<td>Anti-termite treatment on all floors of the complex described in the area score of work of the tender document.</td>
<td>Quarterly</td>
</tr>
<tr>
<td>(h)</td>
<td>Refilling of hand wash material in all toilets in the complex as described in the area and scope of work of the tender document</td>
<td>Daily or as and when required</td>
</tr>
<tr>
<td>(i)</td>
<td>Dry cleaning of Sofas, Executive chairs and Officers/Staff/Visitors chairs with good quality materials</td>
<td>As an when required</td>
</tr>
<tr>
<td>(j)</td>
<td>Repair of damaged tiles/stones/marble affixed within the complex(cost of tiles/stones/marble and the material will be paid separately)</td>
<td>As and when required</td>
</tr>
<tr>
<td>(k)</td>
<td>Grinding &amp; Polishing of Kota stone, marble floors etc.</td>
<td>Quarterly basis</td>
</tr>
</tbody>
</table>
NOTE

I) The contractor's staff should wear immaculate dress with company's logo and photo identity card.

II) Hot cases, microwave ovens supplied to the Departmental Heads and exposed surfaces shall be cleaned and washed with cleaning materials provided.

III) Contractor shall maintain Date Chart/Register for daily/weekly/fortnightly/monthly services provided and copies of such Charts with date of work done must be attached with monthly bills.

IV) The Contractor shall provide adequate number of sweepers necessary for the works.

V) Materials, consumables, appliance, tools, brooms, brushes, dusters, vacuum cleaners, wipers, buckets, drums, mops etc and other cleaning materials shall be arranged by the Bank for house-keeping services. Only scrubber machine and vacuum cleaner required fortnightly or as required will be provided by the contractor.

VI) The periodicity/frequencies for cleaning mentioned above are minimum required. However, the premises is to be maintained dust and stain free at all times.

VII) Sweeping, cleaning of all parts as per specifications. All the above activities shall be completed before 9.30 am on working days. An activity performance card / report as per Performa approved by the Bank to be displayed on each floor at the specified place provided for this by the Bank, for inspection.

VIII) The Contractor's workers will maintain cleanliness of toilets by using bio-blocks (waterless urinal system) and eco-friendly bio-products of reputed brand as cleansing materials for office premises, lavatories, pantries, floors, cabins, rooms, halls, corridors, lobbies, reception, staircases, lifts, terraces etc. and will also attend to any unforeseen jobs as well as exigencies of work as and when required by the Bank.

IX) Premises should be maintained mosquito free, cockroach free, termite free, fly free, rodent free. Hit, Finit, Baygon Spray etc. should be applied at regular intervals and also as and when required to keep the premises mosquito, cockroach, termite, flies and rodent free.

X) In case of any office, department requiring sweeping, cleaning, dusting etc. on Sundays/Holidays, the same will be attended by the Contractor and no extra payment on this account shall be made by the Bank.

XI) Collecting all type of garbage, Malwa, slush, dismantled items, kuchra etc. from various points in the open area of the premises and other covered areas mentioned above and disposing of the same away from the Bank's premises upto the municipal dump yard.

I/we agree with the terms and conditions as described above.

Signature & Stamp of the Tenderer
Annexure-II

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 that 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 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 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.

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. Safely belts/harness and helmets shall be used while working on chajja/terrace of buildings.

Signature & Stamp of the Tenderer
ANNEXURE -III

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

(This is to enable the SBI to satisfy themselves 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:
CERTIFICATE

Certified that we have remitted the monthly subscription of Employees Provident Fund & Employees State Insurance to the workers employed by me in the Various Departments under Administrative Control of State Bank of India, Regional Business Office, Pitampura, Delhi for................................. work for the month.............................. year ..........................

<table>
<thead>
<tr>
<th>Office in which subscription remitted</th>
<th>Bill No. &amp; Date</th>
<th>Emp. Prov. Fund (EPF)</th>
<th>Emp. State Ins. (ESI)</th>
<th>Others</th>
</tr>
</thead>
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</tbody>
</table>

Signature with seal of the Contractor
Name in block letters:
Address:
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:
ANNEXURE-VI

UNDEARTAKING

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-VII

(TO BE STAMPED AS AN AGREEMENT)
AGREEMENT FOR HOUSE KEEPING SERVICES

This Agreement made at ............................................. on this day of 2018 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, Regional Business Office at Kotwali Road, Saharanpur (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 (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/ equipments for use in the Bank’s premises for the purpose. The Contractor shall take care of the said articles/ equipments 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/equipments shall be the sole responsibility of the Contractor. The cost of replacement/repair and servicing of all the articles/equipments during the currency of these presents shall be borne exclusively by the Contractor only.
4. Eco-friendly Bio-products cleansing materials, Chemicals, Sprays, Detergents and other materials as stated above shall be provided by the Bank. Floor scrubbing machine & vacuum cleaner shall be provided by the contractor as per frequency mentioned in Annexure or as and when required.

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 staff 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 housekeeping personnel engaged by the Contractor, periodically.

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 its 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 timings 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 to all personnel and ensure their cleanliness and upkeep. Separate uniforms need to be provided for different categories of staff viz. Supervisors, Skilled/Unskilled and others etc.

11. The Contractor shall ensure excellent standard in performance of housekeeping 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, material will be provided by the Bank.

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 the Premises Committee 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 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 12 months under the same terms and conditions stated in this Agreement. 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/ 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.

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 thereunder and which are used by the Contractor during the course of the housekeeping services under these presents.

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 his 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 of 0.5% per week maximum up to 5% of the annual contract value 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 agreement and to the quality of materials used in respect of the services and all the disputes and differences which shall arise either during or after the agreement period or other matters arising out of or relating to this agreement or payment to be made in pursuance thereof shall be referred to Regional Manager, State Bank of India, Regional Business Office, Pitampura, 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.

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 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/ equipments or any part thereof by the Bank to the Contractor and/or its personnel and they shall vacate and handover 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 workmen/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 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:

(I) 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.
(II) 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.

Schedule I & II here in above referred to Annexure- I to VIII.
ANNEXURE- VIII

(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 relaying 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 less earnest money deposit of Rs………… (Rupees only), 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………………/- (Rupees …………… only).

(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) (a) 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.

(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)
SCHEDULE-II

FINANCIAL/ PRICE BID

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