



**EMPANELMENT OF AGENCIES FOR CATERING CUM CARETAKING SERVICES**  
**OF GUEST HOUSE/TRANSIT HOUSE/SBILDS, CHENNAI CIRCLE**  
**(TAMIL NADU & PONDICHERRY)**

**TRADE :** CATERING CUM CARETAKING SERVICES

**CATEGORIES :**

- i) CATEGORY A
- ii) CATEGORY B

**TENDER ID: CHE20191225A :** Up to Rs. 50 lakhs

**TENDER ID: CHE20191225B :** Above Rs. 50 lakhs and up to Rs. 100 lakhs

**Last date for submission of Applications : 3.00 p.m. on 14.01.2020**



The Assistant General Manager / VP (Civil)  
SBI Infra Management Solutions Pvt. Ltd  
Chennai Circle Office  
4th floor, Circletop House,  
No. 16, College Lane, Nungambakkam,  
Chennai - 600 006  
Phone : 044 – 2830 8403 / 8416 / 8417

**NOTICE INVITING APPLICATION**  
**FOR EMPANELMENT OF CATERING CUM CARETAKING SERVICES**

SBI Infra Management Solutions Pvt. Ltd, invites applications for empanelment of Comprehensive Caretaking services of Guest House / Transit House/ SBLCs Of SBI (**Category A & B**) in the State Bank of India's offices / branches situated in the state of Tamil Nadu & Pondicherry. Full details and format for submission of application forms can be downloaded from our website: [www.sbi.co.in](http://www.sbi.co.in) under procurement news. **The agencies who are already there in the panel of SBI also should submit application for the empanelment afresh.** Duly completed applications in the prescribed format with required documents etc. should be submitted on or before due date 14.01.2020

The eligibility criteria, terms and conditions, application format and other details /requirements are as under:

Trade: Catering cum Caretaking Services

S.N	Category	Eligibility Criteria
1	Category "A" (For Training Centres, VIP Guest Houses)	<p>a) Reputed agencies should have Office in Tamil Nadu/Pondicherry shall alone apply.</p> <p>b) The applicant should have minimum seven years of relevant experience in the field of Caretaking cum catering services.</p> <p>c) Average annual financial turn over during the last 3 years ending 30.11.2019 should not be less than Rs. 30.00 lakhs.</p> <p>d) The applicant should have been certified for ISO 22000: 2018 for the past three consecutive years from (2016-17, 2017-18, 2018-19)</p> <p>e) The applicant should have valid license issued by 'fssai'</p> <p>f) The applicant should preferably have their kitchen audited for minimum secured 4 smiles' in the hygiene rating of 'fssai'</p> <p>g) The firm should have successfully rendered at least one of the excellent Catering cum Caretaking services as mentioned hereunder for Public Sector Oil Companies/ RBI / MNC of IT sectors during the past 5 years ending 30.11.2019 shall alone apply.</p> <p>h) Three similar works rendered for facilities/guest houses each having total carpet area not less than 40,000 sq. ft. (or)</p> <p>Two similar works rendered for facilities/guest houses each having total carpet area not less than 50,000 sq. ft. (or)</p> <p>One similar work rendered for a facility/guest house having total carpet area not less than 80,000 sq. ft</p> <p><i>(Note: Similar works shall mean the Catering cum Caretaking services as defined in the scope of works.)</i></p>

2	Category "B" (For other Guest Houses, Transit Houses and Chummeries)	<p>a) Reputed agencies should have Office in Tamil Nadu/Pondicherry shall alone apply.</p> <p>b) The applicant should have minimum five years of relevant experience in the field of Caretaking cum catering services.</p> <p>c) Average annual financial turn over during the last 3 years ending 30.11.2019 should not be less than Rs. 5.00 lakhs.</p> <p>d) The applicant should have valid license issued by 'fssai'</p> <p>e) The firm should have successfully rendered at least one of the excellent comprehensive Caretaking services including catering &amp; housekeeping as mentioned hereunder for Nationalized financial institutions/ Oil Companies/ RBI /MNC – IT sectors during the past 5 years ending 30.11.2019 shall alone apply.</p> <p>f) Three similar works rendered for facilities/guest houses each having total carpet area not less than 2,000 sq. ft. (or)</p> <p>Two similar works rendered for facilities/guest houses each having total carpet area not less than 2,500 sq. ft. (or)</p> <p>One similar work rendered for a facility/guest house having total carpet area not less than 4,000 sq. ft</p> <p><i>(Note: Similar works shall mean the comprehensive caretaking services as defined in the scope of works.)</i></p>
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A. Applicants should have experience in having successfully completed similar contract prescribed in Table 'A' above for Government/Semi-Government/ PSUs/ PSBs/ Financial Institutions/reputed MNCs during the last 5 years ending on 30.11.2019. The information must be supported with the copies of Work Order, Satisfactory Completion Certificate, etc, proof of payment /Form 26 AS etc.

B. Applicants should have minimum average annual turnover prescribed in above table during last 3 years ending on 31<sup>st</sup> March of last financial year ie, 31.03.2019).

**The application not meeting any of the above minimum eligibility criteria will summarily be rejected without further communication in this regard.**

C. Documentary proof showing minimum wage compliance from previous employer/client as per the format enclosed.

**Details to be furnished as desired in the enclosed annexures 'A' to 'F'. This shall forms a part of Envelope-I.**

## **GENERAL CONDITIONS:**

- (i) The applicant applying for more than one category shall need to ensure that: -
- a. Shall fulfill the eligibility criteria for each category of the work individually and
  - b. Shall submit separate applications along with non-refundable “Processing Fees” for each category (i.e, for Category “A” / category “B”) along with non-refundable “Processing Fees” for the respective category and certified copies of supporting documents.
  - c. Non-refundable processing fees of
    - Rs. 3000/- for the category “A” – Tender ID: CHE20191225B
    - Rs.1000/- for the category “B” – Tender ID: CHE20191225Ashall be remitted through SBI e-collect and copy of the generated receipt with reference number shall be enclosed with the tender. The procedure for remitting the tender fees is detailed in Annexure –I.

The tender fee can also be submitted by way of DD/BC favoring “SBI Infra Management Solutions Pvt. Ltd.” and payable at Chennai, if the applicant does not have any GST No.
  - d. Application without Processing Fees and supporting documents will be summarily rejected.
  - e. Applicants mentioning more than one trade in the same applications shall be disqualified without notice. **Only one application shall be submitted for each trade under the eligible category.**
- (ii) **The contractors/vendors empaneled by SBI in the past need to apply afresh, else they will not be considered for empanelment.**
- (iii) The applicant must submit sufficient documentary evidence/work completion certificates etc. meeting the above-mentioned criteria from the Govt./Semi-Govt./PSUs/Banks/Government Financial Institutions/reputed MNCs during last 5years ending on 30.11.2019 (as stipulated in Table ‘A’).
- (iv) Documentary proof showing minimum wage compliance from previous employer/client as per the format enclosed. (As Per Annexure “B”)
- (v) The applicant should be bona-fide resourceful and well experienced contractor/agency/firm registered / empaneled with Banks/ PWD/ CPWD/ MES/ RLY/ PSUs/ Insurance Companies/ Reputed Institutions/Reputed private firms & IT Companies.
- (vi) The contractor should furnish the registration details for the EPF, ESI and the Labour license details under the Labour Contract Act. Further, the selected contractors shall be bound to make payment to their workmen through their Bank account and preferably to have their Bank account in State Bank of India branches. If the contractor do not have an account with SBI, they may open a Bank account with SBI for easiness of transactions.
- (vii) The applicant should not have been disqualified / debarred / terminated on account of poor or unsatisfactory performance / blacklisted from any Government, Semi-government, PSU, Banks or any other organizations including any of the Offices/Branch of State Bank of India during last 7 years as on the date of publication of this notice. A suitable declaration to be submitted on the Letter Head of the Firm duly signed by the vendor/ Authorized Signatory. The application of disqualified/debarred/blacklisted/terminated agency/contractor/vendor on account of poor or unsatisfactory performance shall be summarily rejected.

- (viii) Bank may choose to carry out physical inspection of works mentioned by the applicants in their application forms, in addition to calling for confidential reports from the respective employer/client/department to ascertain their capability and quality of works.
- (ix) The performance of all the empaneled contractors shall be reviewed by the Bank periodically and the contractors with unsatisfactory performance and also those who do not respond to **three consecutive tender enquiries without any valid reasons shall be removed from the panel without notice and no correspondence will be entertained in this regard.**
- (x) Agencies who submit/produce a certificate obtained from the current Central Govt/PSU and Nationalized financial institutions employer for satisfactory service and for making payment to the labours in line with the wages mandated in the current minimum wages notification issued by Central Labour Commissioners for the given jurisdiction shall alone be considered.
- (xi) The contractor is required to furnish their PAN No, GST Registration details of firm etc. along with supporting documents.
- (xii) The contractor should have a registered Office in Tamil Nadu / Pondicherry.
- (xiii) The vendor should be solvent for Min. Rs. 15 lacs.
- (xiv) Preference will be given to those contractors who have history of timely completion of works/projects taken up by them during the last 5 years (as on 30.11.2019). The contractors prone to delay the projects without valid reasons may be disqualified by the SBIIMS within its sole discretion.
- (xv) The applicant applying for composite works must hold valid Electrical contractor license and supervisory license as mentioned. A-class electrical license from the Competent Government Authority issued in the name of Proprietor/Partner/Director of applied firm and should enclose photocopy thereof for verification. Agencies with valid Electrical License from other States applying for this empanelment should obtain valid Electrical License from the Tamil Nadu Electrical Inspectorate prior to issue of any tender papers.
- (xvi) The panel of contractors will be valid for three years and contractors will be entitled to participate anywhere in the Chennai Circle.
- (xvii) Contractor will have to submit valid e-mail ID, cell no. and Digital Certificate to enable the firms for participation in the online procurement/e-tendering. The contractors who gets empaneled in this empanelment process shall frequently visit Bank's website [www.sbi.co.in](http://www.sbi.co.in) (Procurements News) for getting information regarding the tenders issued from Chennai Circle.
- (xviii) For assessing the Annual Turnover of the last 3 years, contractor must submit valid documents viz copy of Income Tax Return, copies of IT assessment order, Profit & Loss Account and Audited Balance Sheet for the last 3 years.
- (xix) The applicant shall agree to obtain the confidential report from the clients of the applicant contractors, to obtain credit opinion from the Bankers and to verify the work executed by the contractors. The applicant shall make necessary arrangements for the same.
- (xx) All the pages of application shall be duly signed with stamp of firm by the contractors, else their application shall be summarily rejected.
- (xxi) The intending applicants are categorically advised to submit the empanelment documents strictly in the attached formats only. Any addition/ alteration to the application format shall lead to rejection of the application submitted by the contractor for the empanelment under this notice. The information required should be neatly filled/typed in **each and every col-**

umns and rows of the Formats. The applications received with “partly filled formats” or not containing desired information in each and every columns/points/row of various annexures shall be treated as INCOMPLETE and such applications shall be **summarily rejected without any intimation/ reference to the applicant and at the applicant’s risk and responsibility.**

(xxii) The applicants are categorically advised to refrain from mentioning the remark “AS PER ATTACHEMENT/ENCLOSURES” in their applications and annexures to avoid rejection of their applications.

(xxiii) All the details must be incorporated in the application form downloaded from the State Bank of India’s website. Incomplete applications / not fully filled form will be rejected.

III. The eligible and interested parties shall download prescribed application form and other details from our website

[www.sbi.co.in](http://www.sbi.co.in) <link> [SBI in the News](#) <link> [Show more](#) <link> [Empanelment of Vendors](#)

The application in the prescribed format with all supporting documents in sealed envelope and superscribed as **‘APPLICATION FOR EMPANELMENT OF CONTRACTORS IN CHENNAI CIRCLE FOR TRADE ..... & CATEGORY.....’** shall be submitted at the office of The Assistant General Manager/VP(Civil), SBI Infra Management Solutions Pvt. Ltd., Circle Office, 4<sup>th</sup> Floor, Circle Top House, No.16, College Lane, Nungambakkam, Chennai-600006 before the due date and time for receipt of application.

IV. The prequalification criteria mentioned above is minimum, in each category. Thus, the empanelment of contractors in each category shall be considered by the Bank purely on merits, performance of the contractor in timely execution of the project with quality, verification of their credentials / inspection of work for quality, infrastructure feedback / confidential reports of the firms/applicant received from other employers etc. Hence, merely fulfilling the prescribed minimum prequalification criteria shall not entitle the contractor for their empanelment.

V. Bank reserves its right to empanel contractor as per its needs in each category & trade. The empanelment of contractors shall be considered on merits within the sole discretion of the Bank and cannot be claimed as right by the applicant and no correspondence shall be entertained in this regard.

VI. **The contractor shall specify the category under the trade for which they are submitting the application for empanelment.**

VII. Canvassing in any form including bringing influence from any person/agency/Officials/authorities shall lead to disqualification of the applicant.

VIII. Bank reserves the right to accept or reject any or all the applications without assigning any reason thereof and no correspondence will be entertained in this regard.

IX. Any amendments/ corrigendum for empanelment of contractors/ vendors shall be published in Bank’s website only. Therefore, applicants are requested to visit Bank’s website regarding modifications/ corrigendum issued.

**Sd/-**

**ASSISTANT GENERAL MANAGER/VP (CIVIL)**

**ANNEXURE – A****BIDDER INFORMATION**

1	Name of the organization	
2	Address	
3	Name, mobile/telephone Nos. and e-mail id of the contact person	
4	Constitution of the Firm (whether company / firm / Proprietary)	
5	Year of Establishment	
6	Whether registered with the Registrar of Companies / Registrar of firms.(if so, mention number and date)	
7	Registration with Govt. Authorities  Income-tax (PAN) No. and GST no.	
8	Names of Directors / Proprietor / Partners / Associates	
9	Bio-data of Partners / Associates (Details may be given in the enclosed separately)	
10	Name and value of similar works completed during the last 5 years (Details may be given in the enclosed format -Annexure 'B')	
11	List of Professionals / Technical / Non-technical Personnel employed permanently (Details may be given in the enclosed format -Annexure 'D')	
12	Details of workshop / manufacturing unit/tools / equipment owned by the company (Details may be given in the enclosed format -Annexure 'E')	
13	Banker's Name & address (Enclose latest solvency certificate from the bankers)	
14	Latest Income Tax Clearance Certificate (copy to be enclosed)	
15	List of empanelment / enlistment / registration with other Organizations / statutory bodies etc. If so, furnish their names, category and validity.	
16	Annual turnover for the last 5 financial years (year-wise) ending 31.03.2017 (to be supported by Form ST-3)	
17	Name and address of the persons who will be in a position to certify about the quality as well as performance of your firm	
18	Application Processing Fee Details (i) Amount (Rs.):  (ii) Details of fee paid in SBI Collect/DD  (iii) Name of the Bank:  (iv) Date of remittance:	..... ..... ..... .....

**Note:** Please enclose separate sheets for additional information, photographs, and documents.

Date:

Place:

**DETAILS OF SIMILAR WORKS COMPLETED DURING THE LAST FIVE YEARS ENDING 30.11.2019**

Sl. No.	Name of work/ project & location	Name of the Owner / Client with address	Contract / Agreement No.	Nature / Scope of work executed	Total area of the facility/guest house to which comprehensive caretaking services rendered.	Actual tenure of the contract	Total cost of the contract	No. of rooms managed	Name and address/Tel No. of Officer to whom reference shall be made	Remarks
1	2	3	4	5	6	7	8	9	10	11

Note: 1. The list is to be substantiated with the documentary evidences such as copies of work orders, satisfactory completion certificate obtained from the client etc. without which the works mentioned herein may not be considered for scrutiny and your application is liable to be rejected.

2. The applicant shall mention only those works which are completed during the last five years ending 30.11.2019. Other works (if any to be mentioned may be provided in a separate sheet.

Date:

Place:

**DETAILS OF SIMILAR WORKS ON HAND**

Note: 1. The list is to be substantiated with the documentary evidences such as copies of work orders, satisfactory completion certificate obtained from the client etc. without which the works mentioned herein may not be considered for scru-

SI. No.	Name of work/ project & location	Name of the Owner / Client with address	Contract / Agreement No.	Nature / Scope of work executed	Total area of the facility/guest house to which comprehensive caretaking services rendered.	Actual tenure of the contract	Total cost of the contract	No. of rooms managed	Name and address/Tel No. of Officer to whom reference shall be made	Remarks
1	2	3	4	5	6	7	8	9	10	11

tiny and your application is liable to be rejected.

2. The applicant shall mention only those works which are completed during the last five years ending 30.11.2019. Other works (if any to be mentioned may be provided in a separate sheet.

Date:

Place:

**DETAILS OF KEY TECHNICAL AND ADMINISTRATIVE PERSONNEL EMPLOYED  
BY THE ORGANISATION / COMPANY**

Sr. No.	Designation of the employee	Name	Qualification	Professional Experience	Length of continuous service with employer
1	2	3	4	5	6

Date:

Place:

**FORMAT TO BE USED FOR MINIMUM WAGES COMPLIANCE CERTIFICATE**

*(To be obtained in clients' letter head)*

Date:

**To whomsoever it may concern**

This is to certify that M/s \_\_\_\_\_, (with address) have been entrusted with Catering cum Caretaking services for our Office having an area of \_\_\_\_\_ sft at a total cost of Rs. \_\_\_\_\_ per month since \_\_\_\_\_. Their performance has been satisfactory. They are paying wages in accordance with current minimum wages notified by the Commissioner of Labor, Central/State, to their employees engaged in various day-to-day activities.

Designation with seal

Phone no.

Email id:

**DECLARATION**

*(To be furnished in the letter head of organization as per the format)*

1. I / We have read the application and instructions appended to the proforma and I / We understand that if any false information is detected at a later date, any future contract made between ourselves and State Bank of India, on the basis of the information given by me / us can be treated as invalid by the Bank and I / We will be solely responsible for the consequences.
2. I / We agree that the decision of State Bank of India in selection of contractors and award of work will be final and binding to me / us.
3. All the information furnished by me hereunder is correct to the best of my knowledge and belief.
4. I / We agree that I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets.
5. I / We agree that I / We have not applied in the name of sister concern for the subject project.

Date:

Place:

## **SCOPE OF WORK/SERVICES TO BE RENDERED:**

- 1) Providing high grade Comprehensive Caretaking Services including Housekeeping and Catering Services with adequate stand-by arrangements to ensure uninterrupted services on all 366 days/24 x7.
- 2) The service provider has to maintain a register furnishing the Name, Address and Character Certificate and latest photograph, telephone number of the contract personnel engaged by him and posted at the Guest House. This register completed in all respects has to be handed over to the Estate Department within 15 days from the date of award of contract.
- 3) The service provider before engaging any person has to get his antecedents checked by the police and the police report to be produced to SBI. Similarly, medical certificate from competent authority should be obtained and produced to SBI. Every two months, the staff should be deputed to Health Centre (s) for medical check-up and report submitted to SBI.
- 4) The service provider should note that the contract is not transferable. He shall not transfer, assign or sublet the contract. In the event of non-compliance of any terms and conditions of the contract, the contracts will be terminated immediately entailing forfeiture of EMD.
- 5) The service provider should ensure that his staff is very polite and courteous while dealing with the guests and should not enter the room occupied by the guests without prior permission. In case of theft of any item from the guest, it is the sole responsibility of the service provider and the value of the same will be deducted from the monthly payments.
- 6) The service provider has to maintain the dining hall clean and as such get the flooring swabbed every night once the guests have vacated. The tables, chairs shall be cleaned and properly arranged, ready for the breakfast. Fortnightly cleaning of ceiling fans, pedestal fans etc. shall be undertaken. The freezers shall be maintained clean. The garbage shall be cleared every day. The surroundings shall be kept clean.
- 7) The service provider has to ensure that kitchen staff washes the kitchen utensils with proper and standard variety liquid washing soap, before preparing any dish and also every day whenever necessary. Similarly, the kitchen flooring should be washed every night using disinfectant once the kitchen service is closed. The exhaust fans should be cleaned every week.
- 8) The service provider has to ensure that his staffs properly wash the plates, glasses and other cutlery. The plates should be kept in the oven before laying the table for serving.
- 9) The service provider has to ensure that only quality water is provided to the guests for drinking. Arrangements should be made to provide hot water to the guests whenever asked.
- 10) The service provider should ensure implementation of code of Conducts in the following areas:
  - a) "NO SMOKING ZONE" boards should be displayed in the dining hall / common rooms in each guest houses.
  - b) Guests should be requested that they should not enter the restaurant in intoxicated condition. No liquor and other intoxicating items should be supplied in the rooms and consumption of same in the guest houses / rooms is strictly prohibited.

- c) The service provider has not to allow any guest and his staff who are on night shift to sleep on the floors of the dining halls / the kitchens and the guest rooms.
  - d) The service provider has to arrange to collect and properly distribute / account the guest house wise the allotment letters of the guest houses from the Bank twice a day i.e., once in the morning and thereafter in the evening as directed by the Bank.
- 11) The service provider should maintain a register which should be submitted to each and every guest prior to their departure for their comments / suggestions and the same should be presented to SBI. It is the duty of the service provider to check the comments from the guests and initiate remedial measures, whenever required.
  - 12) Room charges and mess charges as fixed by the bank, to be recovered from the occupants as per Bank's instructions, before their departure from the guest houses. The room rent recovered during the month should be deposited to the Estate Department on or before the 7<sup>th</sup> of the succeeding month.
  - 13) The bank shall have the right to add new guest houses if created by the bank and the service provider shall be under obligation to provide necessary services to the new guest houses also subject to additional payment under the terms and conditions agreed upon. Similarly, the Bank will have the right to take out any of the existing guest houses from the service provider due to reasons whatsoever by giving one month's notice and accordingly the Bank shall reduce the monthly payment proportionately to be made to the service provider.
  - 14) Arrival / departure register and such other registers as prescribed by the Bank from time to time will be maintained by the service provider.
  - 15) Any article of furniture, fixture, crockery or equipment broken and damaged should be brought to the notice of SBI.
  - 16) Proper records of washing of bed linen, towels etc., should be maintained and periodically submitted to SBI.
  - 17) Any major / minor electrical, plumbing or structural defects are to be brought to the notice of the Bank's officers. All replacement of fluorescent lights / bulbs / electrical fixtures will be made by SBI.
  - 18) No unauthorized persons should be allowed in the guest houses. Persons booked by the Bank will only be permitted to stay at the guest houses.
  - 19) Under no circumstances the service provider or his employees should bring their family to dwell in the guest houses.
  - 20) The educational qualification for the service provider should be minimum of +2
  - 21) The service provider shall provide weekly off / holidays to his workmen as per labour laws but it shall be his responsibility to ensure uninterrupted services to the Bank on all days.
  - 22) The service provider should maintain following register and will produce to the officials of the Bank for verification on quarterly basis.
    - a) Electric Bills paid Register
    - b) Telephone Bills paid Register
    - c) Consumable items purchase Register
    - d) Linen items Requisition and purchase Register
    - e) All Registers, Records and Accounts under the Minimum Wages Act, Contract Labour (regulation act and any other statutory requirements and such other registers as per proforma as prescribed by SBI.
  - 23) The service provider should ensure the following:

- a) There should be one caretaker (guest houses) who shall be in touch with the Bank on day to day basis.
- b) Serve bed tea / coffee to the guests as directed by SBI.
- c) Serve breakfast and evening tea / coffee snacks to the guests as directed by SBI.
- d) Serve lunch, dinner to the guests as directed by SBI.
- e) Supply of fruit bowls with minimum 4 types of fruits and some good quality toffees as directed by SBI.
- f) Cater to the parties during seminars, workshops and other official functions as and when directed by SBI.
- g) Washing all the linen, towels, table cloth, curtains etc provided to the rooms through the dhobi and payment to be made by the service provider.
- h) All around maintenance of the premises and surroundings shall be done by the service provider.
- i) Every room shall be provided with one English national newspaper and one financial paper.

1. **Caretaking Services:**

The term Caretaking Services which include safety and security of the premises, its fixtures fittings & furniture, office items, towels, Bed sheets, Bed covers, other Materials and also carpets, air-conditioners, Television sets, DTH connections, computers and other electronic and electrical gadgets kept in the guest house.

The Caretaker will also be responsible for the proper maintenance of the guest house. He will inter alia ensure that:

- a) The work to be under taken by the caretaker engaged by the contractor. The premises is kept clean and under hygienic conditions at all times befitting the image of State Bank of India.
- b) He will ensure that the Guest House is cleaned on day – to – day basis mopping of the floors are done twice a day, the furniture and fixtures are dusted and cleaned every day. The carpets and sofa sets etc. should be cleaned every 2 days with vacuum cleaner.
- c) He will also ensure that all toilets, wash basins, kitchen sinks, etc. are cleaned every day with proper use of phenyl, and approved Chemical agents at their cost. Naphthalene balls should be regularly placed in the wall-cupboards and urinals. Other materials including soaps, Odonil in toilets, Mosquito repellent, Room Spray etc., to be provided by Contractor at their cost.
- d) The caretaker will ensure changing of bed-sheets, towels, pillow covers, and bed covers on change of occupancy or once in two days. Occupants will be provided with freshly washed linen including towels, bed sheets, pillow covers on every alternate day. All curtains & netlon nets must be washed periodically, once in a quarter or as and when necessary. **Washing should be done by engaging services of professional launder-**

**ers only. Any deviation / complaint on non-compliance as above will be liable for termination of contract. Washing cost should be borne by the Contractor.**

e) The Caretaker should arrange for washing of clothes of guests through outside professional laundry on payment of the actual costs thereof by the guests.

f) The Caretaker will be responsible for the safe-keeping of all keys & infrastructure provided.

g) Bank shall provide the necessary infrastructures like cooking range, crockery, utensils, fully equipped kitchen with refrigerator, etc. The infrastructures provided by the Bank should not be used for any private ceremonies. Any such misuse of Bank's infrastructure by the contractor may result in imposition of liquidated damages or termination of contract. The contractor shall take care of all the provided amenities/infrastructure and return them to the Bank in good working condition.

h) The Caretaker should also ensure quarterly Pest Control measures. (The payment will be within the contract and no extra cost for pest control will be made). The kitchen and dining space should be daily scrubbed and cleaned and kept free of flies, cockroaches, insects, rats, mice and rodents.

i) The Caretakers shall ensure that rent collected from the occupants is deposited at CGM's secretariat. All payments should be received from the Guests in cash only.

j) Maintenance, as mentioned above, should be done all seven days a week with trained man-power, cleaning material and consumables under personal supervision by the Caretaker. He will also ensure proper cleaning of the terrace, common areas like lift lobby, reception etc. regularly and cleaning of the overhead water tanks at least once a month.

k) In all toilets, the contractor has to provide branded soap (1 small and 1 medium size) for bath and to be replaced when change of guest comes. Toilet paper roll also has to be provided by the contractor.

l) The contractor should supply **welcome kit** to all the officials who have come on Bank's duty only and obtain acknowledgement. The welcome kit containing soap, toothbrush, comb, hair cream, shampoo, hair oil pouches, talcum powder etc. in a plastic bag. The cost for these Kits will be reimbursed by Bank after verification and as per the rates fixed by the Bank.

m) The Contractor should supply one English National Newspaper & one Financial Newspaper at each room when occupied and one National, one Financial and One local language newspaper in the drawing hall of the guest houses.

n) The items mentioned above are not exhaustive and the Bank reserves the right to include other items as it may deem fit for the proper maintenance of the Guest House. The officials from Premises & Estate Dept. will inspect the Guest House for ensuring proper upkeep at regular intervals.

o) Caretaker shall maintain proper registers of visiting officials, bills paid viz. (Telephone, Electricity etc.), Consumable items, inventories/infrastructure, arrival & departure details of guests, proper records of linens, towels, bed sheets, blankets, pillows, Mattresses etc. and the same needs to be submitted to the concerned officer of SBI.

## 2. **Housekeeping Services:**

- a) Internal and external (Surrounding area/terrace) Mechanized cleaning, vacuum sweeping, spray / manual dusting, mopping, water / chemical cleaning of schedule premises, marble / vitrified tile flooring / granite flooring / ornamental & decorative wooden flooring and wooden furniture of high value, crystal glass doors / panes, modern electric gadgets, electric fixtures, windows, window panes, curtains and blinds, carpets, windscreens, polished metal surfaces including lobby areas, lounges, corridors, toilets, urinal bowls and wash basins etc and exterior cleaning, cleaning of glasses and polishing of metallic engravings, logos, sign names etc and pest control measures plus specific maintenance activities like electrical repairs / carpentry, sanitary repairs and such other repairs required to keep the premises in the excellent condition.
- b) Periodical disinfectant services of the premises including anti-termite treatment whenever required.
- c) Periodical/Scheduled cleaning of sumps and overhead tanks.
- d) High grade/quality laundering of bed sheets/spreads, pillow covers, towels, curtains and other items as required/directed (bed sheets/spreads, pillow covers, towels, curtains and other items) will be provided as needed.
- e) Day to day maintenance to be attended including arrangement for supply of Water Tankers in case of emergency/water shortage etc and any other repairs and relevant bills (actual amount) will be reimbursed by Bank on monthly basis and no extra charges/taxes on maintenance/material will be paid

## 3. **Catering Services:**

- a) The Caretaker shall also be responsible for catering services in the Guest House. He shall arrange for cooking and serving of quality food in hygienic conditions on a daily basis for the executives occupying the guest house.
- b) He will use Agmark or ISI quality ingredients, spices, oil etc and shall keep all cereals flour and other consumable articles covered and free from ants, rodents cockroaches, flies etc.
- c) **FOOD PACKAGE FOR OFFICIAL VISITS:** The contractor should recover Rs. 30/- per day per person only from the Guests who are on Official duty for the entire package of morning tea / coffee, breakfast, tea tray, lunch and dinner (Veg or non-veg).

Bank shall reimburse the differential cost as quoted below to the contractor against submission of actual claims. The contractor shall be permitted to recover the following food charges from the occupants of the guest house directly who are on their personal visit. Proper bill in the format prescribed by the Bank should be issued to the occupants against the payment done. Bank shall not take responsibility of any recovery of charges after occupants have left the guest house.

- d) The contractor should maintain the sufficient stocks of cooking materials, fresh vegetables & fruits for usage at the guest house at his cost.
- e) All the items which are stale and decayed should not be kept in the guest house.
- f) The following items should be supplied daily for the guests.

BREAK FAST	Idly + vada + Chutney + Sambar / Kurma along with Pongal/ Dosa/ Poori/ kitchidi/ upma @ Rs.30/- (Rupees thirty only)
LUNCH	Poori or chapathi + white rice + 2 veg curries (1 fry & 1 gravy) + Dal or sambar+ rasam+ papad+ pickle+ curd + 1 sweet or fruit. @ Rs.60/- (Rupees sixty only)
DINNER	Poori or chapathi + white rice + 2 veg curries (1 fry & 1 gravy) + Dal or sambar+ rasam+ papad+ pickle+ curd + 1 sweet or fruit. @ Rs.60/- (Rupees sixty only)
EVENING SNACKS	Standard snacks to be made available @ Rs. 20/- (Rupees twenty only)
BEVERAGES (at any time as requested by the guest)	Tea / Coffee/ buttermilk @ Rs.10/- (Rupees ten only)
NON-VEGETARIAN	a. Omelette (1 egg) @ Rs.10/- (Rupees ten only) b. Chicken/mutton/ fish preparation (2 pieces) @ Rs. 40.00 (Rupees forty only)

Foods should be served without limitation. All workers / supervisor to maintain neat uniform and photo ID card to be issued by the contractor. All the workers / Supervisor should have the knowledge of Hindi, English and Tamil. Supervisor should stay at the guest house round the clock and he will attend to all phone calls and respond accordingly. Experienced cook to be engaged and he should be well versed with North Indian and South Indian dishes. There should be professional approach in the work. All staffs should have enough number of neat and clean uniforms and should be well behaved. Cleanliness should be given utmost importance.

4. **Other requirements:**

Agency shall be responsible to attend to all complaints / requirements 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). Complaint Register / Suggestion Register and First Aid Box to be provided by the SBI- LHO will be made available at the Reception Counter of Guest House under the control of the Contractor's men.

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 these presents under one-month notice to the Contractor without incurring any further liability therefor.

**5. Man power requirement (only male):**

The caretaker shall always have on his active rolls the services of sufficient number of the under mentioned Man power of able, efficient, clean, healthy, honest, well behaved at the establishments on 24X7 basis.

i) Care taker – of required number having min. 12<sup>th</sup> Standard qualification with 5 years of relevant experience in Supervising Caretaking services. Languages to be known: Tamil, Hindi and Functional English (Read/write/talk). Also, should have READ & WRITE skills of any of the two aforesaid languages.

ii) Skilled Cook - of required number with min. 5 years of experience in North Indian/ South Indian dishes.

iii) Semi Skilled cook/helper - of required number with min. 2 years of experience in North Indian/ South Indian dishes. He should act as a replacement for main cook as and when he is proceeding on leave.

iii) Unskilled/helper/house keeper – of required number with min. 1-year experience in handling Caretaking Services.

Certificates/documents showing above desired qualification shall be furnished on successful award of work. Caretaker should be a specialized dedicated Human resource equipped with required health protective gears to upkeep comfort cubicles. Service provider/Caretaker shall be responsible for training, work allotment, hours of work, timing of all the personnel engaged by him.

Though, the above number is minimum, the contractor has to provide the required man power for carrying out all the works detailed in the work schedule on 24X7 basis.

All personnel provided by the Contractor will be on the payrolls of the Contractor / Company and there will be no Employee and Employer relationship between the personnel engaged by the Contractor and the Bank.

**6. Materials requirements:**

Cost of all Caretaking/Housekeeping consumables, Cooking gas etc., used to maintain shall be borne by the agency. Consumables used shall be of high grade/ five star standards and shall be approved by the Bank. Utmost care should be taken while using Electrical gadgets & LPG cylinders. Caretaker shall ensure proper preventive measures like availability of Fire Extinguishers are in place to fight the emergency situation.

**FORMAT AGREEMENT BETWEEN BANK AND COMPREHENSIVE CARETAKING  
AGENCY**

**THIS AGREEMENT** made at \_\_\_\_\_ on this day of 20 \_\_\_\_ between STATE BANK OF INDIA, a body corporate constituted under the State Bank of India Act, 1955 having its Corporate Centre at Madam Cama Road, Mumbai – 400 021 and one of its Local Head Office / Zonal / Regional / Branch / other Offices at \_\_\_\_\_ (hereinafter a 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

**WHEREAS** the Bank has invited offers for rendering Comprehensive Caretaking Services of the Guest House at..... more fully described in the tender document. (hereinafter referred to as “CONTRACT” or “WORK” or “SERVICES”).

**AND WHEREAS** the contractor offered its / his services for a consideration more fully described in the tender document along with prescribed as hereunder here in above referred to as “SCOPE OF WORKS”

**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 establishment. He shall adhere to the Schedule as to the time and work to be performed as mentioned in the Schedule more specifically described hereunder.
2. The charges payable by the Bank to the Contractor for rendering the services enumerated will be as per the rates quoted in the Price Bid of Contract. The details of which are as detailed in Annexure.
3. The Bank may provide (but not bound to do so) a few selected articles/equipment for use in the Bank’s premises for the purpose. The contractor shall take care of the said articles / equipment as a bailee, in terms of the provisions contained under the Indian Contract Act and duly return them in good working order and condition to the Bank on and at the expiry of the currency of these presents or on its sooner determination in terms of these presents. The daily and periodical maintenance of the articles/equipment shall be the sole responsibility of the contractor. The cost of re-

placement / repair and servicing of all the articles/equipment during the currency of these presents shall be borne exclusively by the contractor only.

4. All the materials used for services should be certified ISI mark and or as per the brand names/others as may be specified by the Bank. Food Ingredients/raw materials, Chemicals, Sprays, detergents and other materials should be of high quality satisfactory to the Bank and shall be procured from reputed dealers / shops. The contractor shall arrange for their purchases on his own and shall bear all expenses in connection with such purchases including their transportation.
5. The contractor shall always have on his active rolls the services of sufficient number (as indicated in his offer document) of able, efficient, clean healthy, honest, well-behaved and skilled persons including qualified technical or supervisory staff for rendering services at the establishment/s.
6. 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 a 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.
7. The contractor shall strictly comply with all extant labour 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 enrolled and there shall and will not be any privity of contract for any purpose and to any intent between the Bank and 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 by the said personnel so engaged by the Contractor 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.
8. 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, give directions and manage the personnel engaged for the purposes.
9. The contractor shall provide proper uniform to all personnel and ensure their cleanliness and upkeep.
10. The contractor shall ensure excellent standard of housekeeping and maintenance and also ensure that the entire premises are kept hygienic and clean. Preventive

pest control measures will also have to be done by the Contractor. The cleansing materials, equipment should be arranged by the Contractor.

11. The Contractor shall discharge his obligations under these presents most diligently, efficiently and honestly.
12. 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 as per prevailing Stamp Act.
13. The contractor shall alone 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.
14. 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 made and furnished by the Bank for improvement of the services by him/ her. 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 these presents under due notice to the Contractor without incurring any further liability therefore.
15. The agreement shall come into force and be effective from the date of work order and holds valid till **the completion of 1 (one) year** subject to the review of satisfactory performance as mentioned hereinabove. The satisfactory performance shall also include making payment to the employees strictly as per the wages mandated by the Labour Commissioners periodically. This agreement shall be terminated by efflux of time or earlier by one month's notice at the option of the Bank in the event of unsatisfactory performance or breach of any of the stipulated conditions or qualitative dimensions of the various services agreed upon the contractor under these presents. The contractor may, after giving three months' notice to the Bank terminate the contract. If he so desires at any time during the course of the currency of this agreement. The contract may be renewed for a further period of 12 months under the same terms and conditions stated in this agreement with mutual consent.
16. The contractor shall deposit a sum of Rs. 60,000 (Rupees sixty thousand only) as SECURITY DEPOSIT with the Bank for due fulfillment and performance of the contract. The Security Deposit shall be held in Term Deposit with the State Bank of India in the joint names of Bank and the contractor and all deposit receipt will be kept in the custody of the Bank. The Security Deposit along with interest accrued will be returned to the contractor after three months from the date of expiry of contract subject to no defects or loss or damage caused to the Bank and / or materials / articles / equipment's 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.

17. The Contractor undertakes, accepts and admits absolute and complete responsibility for the service conditions, claims, damages and other compensations 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 which may arise out of any claim, 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 compensations etc. if any as aforesaid.
18. 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 notifications issued or that may be issued from time to time under the above said Act or any Rule framed there under and which are used by the Contractor during the course of the housekeeping services under these presents.
19. 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.
20. The Contractor will submit the bills for the services rendered, only at the end of each month to the authorized officer and who will scrutinize the bills and if found in order, certify for payment along with the certificate to the extent that all the equipment 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, taxes, levies etc as required to be paid / payable by him under any law for the time being in force.
21. 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.
22. 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 a sum amounting to 5% of the total 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.

23. 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 Assistant General Manager, Premises & Estate Department in the Bank, whose decision shall be final, conclusive and binding on the contractor.
24. 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.
25. 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 licence 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 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.
26. The Contractor shall in terms of the provisions of Sections 16,17 and 18 of the Contract Labour (Regulations & Abolition) Act, 1970 and the Rules framed under 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 present. 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.
27. In terms of provisions of the aforesaid Contract Labour (Regulation & Abolition) Act, 1970 and Rules 72 and 73 of the Rules framed there under, in case the same are applicable to the Contractor, the Contractor shall disburse the minimum wages payable to its personnel only in the presence of the Authorized Representatives 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 be attended with under these presents.
28. Nothing contained in these presents is intended nor shall be construed to be a great, demise or assignment in law of the premises or the articles / equipment or any part thereof by the Bank to the Contractor and or its personnel and they shall vacate and

handover the same in good working condition and order upon termination of these presents either by efflux of time or otherwise.

29. 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, Bank may at its discretion but without prejudice to its other rights and remedies terminate this contract.
30. 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 before such engagement.
31. If during the currency of the Contract, any Statute, Rules / Government 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 shall be payable to the Contractor or his workmen/employees.
32. Any indulgence, forbearance or waiver, granted or shown or made on the part of the Bank will not prejudice its rights under the contract.
33. The courts in Chennai City (Tamil Nadu State) alone shall have jurisdiction in respect of any matter touching these presents.

#### **Liquidating Damages**

If the successful bidder fails to perform or provide services in the technical specifications and scope of work with the requisite quality, minimum qualification of the manpower and within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent up to 5% of the monthly bill of the respective month.

#### **Statutory and other Regulations**

The successful bidder shall comply with all the statutory obligations of the Government of India / State Governments / Municipal Authorities and local authorities applicable and the Bank shall not be liable for any action under the statutes applicable due to non-fulfilment of statutory obligations by the Contractor.

#### **Arbitration**

In case of any dispute or difference arising out of or in connection with the maintenance contract, successful bidder and the Bank shall first endeavor to settle such disputes or differences amicably. If both the parties fail to reach such amicable settlement, all the disputes or differences shall be finally settled by arbitrator as provided herein.

In case of failure of such amicable settlement by the parties, either party may within 28 days of such a failure give a written notice to the other party requiring that all matters in dispute or difference be arbitrated upon. Such written notice shall specify the matters, which are in dis-

pute, or differences, which require to be referred to the arbitrator. A single arbitrator should be appointed by both the parties jointly or in case of disagreement as regards appointment of a single arbitrator, both the parties shall appoint one arbitrator each and the two arbitrators so appointed shall appoint an umpire. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and rules framed there under from time to time shall apply to such arbitrations.

In the event of the Arbitrator or any one of the arbitrators, as the case may be, dying, neglecting, refusing to act or resigning or being unable to act for any reason or the award being set aside by the Court for any reason, it shall be lawful for the parties to appoint another Arbitrator in the manner provided herein above.

The venue of arbitration shall be Chennai, India.

The Arbitrator or Arbitrators so appointed under this Schedule shall hold the arbitration proceedings.

The Arbitrator, Arbitrators or Umpire, as the case may be shall give reasoned award in respect of each item of disputes, which shall be final and binding on both the parties.

In case during the arbitration proceedings, the parties mutually settle, compromise or compound their dispute or difference, the reference to arbitration and the appointment of the Arbitrator or Arbitrators, or Umpire, as the case may be, shall be deemed to have been revoked and the arbitration proceeding shall stand withdrawn or terminated with effect from the date on which the parties file a joint memorandum of settlement thereof with the Arbitrator or Arbitrators or the Umpire, as the case may be.

Governing Law: The contract shall be interpreted in accordance with the laws of the Government of India.

**Inspection:**

The Bank shall have the right to inspect duties being performed by the personnel, and the quality of materials used, to ensure that the Contractor is effectively carrying out the obligations under the Maintenance Contract. All questions relating to the performance of the obligations under the Maintenance Contract, 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 decided by the Bank, whose decision shall be final, conclusive and binding on the Contractor.

The Bank may also require that the Contractor should get the quality and quantity of material used by him, and the jobs completed / executed by him, certified by an official of the Bank, before the bills related to those items/ jobs are paid by the Bank.

**Termination of the Contract**

The Bank reserves the right to terminate the agreement in case of breach of any terms and conditions of this agreement & scope of work by the Contractor, one month notice. The Bank also reserves its right, to claim damages for such breaches and the decision of the bank in this regard shall be final. Bank can terminate the agreement if the services provided by the

Contractor are found to be unsatisfactory. Delivery of the services and performance of the services shall be made by the contractor in accordance with the time schedule and other terms and conditions as specified in the RFP. Any delay in performing the obligation/ defect in performance by the contractor may result in imposition of liquidated damages, invocation of Performance Bank Guarantee and /or termination of contract.

**Force Majeure**

Neither party shall be liable for delay in performing obligations if the delay or failure is due to any of the following force majeure i.e. Act of God or any Government Act, fire, earthquake, flood, explosion, strikes/ Bandhs, civil commotion or anything beyond the control of either party. The party shall make all reasonable endeavors to minimize any such delay.

IN WITNESS WHEREOF THE BANK and the contractor have set their respective hands to theses presents and duplicates hereof the day and year first hereinabove written

**SIGNATURE CLAUSE**

Signed, Sealed and delivered by the State Bank of India

Shri.....

.....  
(SEAL & SIGN OF THE EMPLOYER)  
(Name & Designation)

In the presence of

Witness No.1.....

Witness No.2.....

Signed, Sealed and delivered by M/s. ....

(SEAL & SIGN OF THE CONTRACTOR)  
(Name with full address)

Witness No.1.....

Witness No.2.....