



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

**e-TENDER DOCUMENT
FOR
HOUSEKEEPING
&
MAINTENANCE SERVICES**

FOR

**VARIOUS DEPARTMENTS UNDER ADMINISTRATIVE
CONTROL OF SBI, LOCAL HEAD OFFICE, NEW DELHI**

AT

**STATE BANK OF INDIA LHO BUILDING COMPLEX
11, PARLIAMENT STREET, NEW 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**

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For any queries, please contact:

Vice President & Circle Head

SBI Infra Management Solutions Pvt. Ltd.,

Add: 5th Floor, D- Block,

11, Parliament Street,

New Delhi-110001

Phone: 011-23407366, 7358.

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



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Name of Bidder:

Address:

PIN

Contact:

Landline

Mobile

Fax

E-mail:

NOTICE INVITING e-TENDERS

SBI Infra Management Solutions Pvt. Ltd. (SBIIMS) invites e-tenders on behalf of State Bank of India (SBI) for Integrated Facility Management Services (Housekeeping & Maintenance Services) for various departments under administrative control of SBI Local Head Office, New Delhi at SBI LHO Building Complex, 11, Parliament Street, New Delhi-110001, as per following schedule.

1	NAME OF WORK	Integrated Facility Management Services (Housekeeping & Maintenance Services) for various departments under administrative control of SBI Local Head Office, New Delhi at SBI LHO Building Complex, 11, Parliament Street, New Delhi-110001.
2	EARNEST MONEY DEPOSIT	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 New Delhi, which shall be converted into interest free security deposit for successful contractor, whose tender is accepted.
3	SECURITY DEPOSIT	Balance interest free amount to make a total of 5% of tender amount (annual value) into Security Deposit in the form of Demand Draft/ Banker's Cheque issued by any nationalized /scheduled Bank drawn in favour of State Bank of India payable at New Delhi or Bank Guarantee (BG) of equivalent amount issued by any nationalized /scheduled bank.
4	ADDITIONAL SECURITY	In case of the lowest bid (being L-1) quoted, is found more than 10%, below the Bank's Estimate, in that case, the Contractor has to submit additional performance guarantee of the difference of Estimate and Bid quoted (see typical illustration as Annexure- XI).
5	PROCESSING FEES	<p>a- Rs. 3000/- (Rupees Three Thousand only) (non refundable) shall be submitted through State Bank Collect, by selecting proper tender number and details reflected in the drop down menu with final submission and generating the journal slip for the same, (Tender Id:- DEL202006018).</p> <p>b- Those who have already submitted Processing fee & EMD, need not to deposit again. However, EMD's should be taken & resubmitted after getting revised & revalidated from the Branch.</p>
6	ADDRESS AT WHICH THE TENDERS ARE TO BE SUBMITTED	<p>Technical Bid (along with EMD and State Bank Collect receipt): SBI Infra Management Solutions Pvt. Ltd. 5th Floor, D-Block, 11, Parliament Street, New Delhi- 110001.</p> <p>Price Bid: Online at e- tendering portal of our service provider, M/s Auction Tiger.</p> <p>For any assistance and accessing the tender document you may contact: M/s AUCTION TIGER,</p> <p>Support Team Details :- Phone: +91-79-68136857 [6863 6835 6829 6831 6840 & Website :- https://etender.sbi</p> <p>Contact Person: Sujith Nair :- 9081000427 / sujith@auctiontiger.net</p> <p>Jainam :- 9904407997 / jainam@eptl.in</p>

7	LAST DATE & TIME FOR SUBMISSION OF E- TENDERS	21.07.2020 upto 3.00 pm.
8	DATE AND TIME OF OPENING OF E- TENDERS	21.07.2020 at 3.30 pm.
9	VALIDITY FOR OFFER	Min. 3 (three) months from the date of opening of tender.
10	COMMENCEMENT OF WORK	Within 07 days from the date of issuance of work order.
11	PENALTY	As per relevant clause of tender document.
12	PERIOD OF HONORING PAYMENT CERTIFICATE	15 days after receipt of bill.
13	INSURANCE	As per relevant clause of tender document.
14	WORKING SCHEDULE	In co-ordination with all the other agencies without disturbing the functioning of the office.
15	PRE-BID MEETING	16.07.2020, at 3:30pm, At SBIIMS office, Delhi.
16	REJECTION CRITERIA OF TENDER/S, IN CASE.	As mentioned below: -
	<p>a- Incomplete document submission (technical bid and /or financial bid), Delay in submission from prescribed date,</p> <p>b- The estimates of consumables for the house keeping at SBI-LHO complex, New Delhi is Rs. 60,000/-,+GST approximately (considering the prevailing item rates in retail/wholesale market) per month and contractors are required to quote a minimum stipulated as above (not quoting less than 25% below the estimates, any vendor quoting below 25% of the estimated consumable, the tender shall not be considered).</p> <p>c- Non-payment of Fee and mentioned EMD deposit,</p> <p>d- If, rates quoted by vendor is less than the Minimum Wages as per guidelines of Government of India,</p> <p>e- Non-adherence to laid down norms/criteria stated in tender document,</p> <p>f- Tampering the Price bid, Rates should not be less than 1 (whole number), [(value up to 2 decimal places after decimal will only be considered for calculation purpose “for example. <u>1.05010</u> will be considered as 1.05 only”), 1 (whole number) in case percentage (%) for example. <u>1.05010% will be considered as 1.05% only</u>, as wherever applicable against any item], non-adherence to the guidelines stated in Price-bid, non-filling of designated cell/s,</p> <p>g- "Service Charges/Administrative Charges quoted by the bidder necessarily has to be over & above 0 percent includes all derivatives of Zero up to 0.9999 and thereof. Any Service Charge not adhering to the above guidelines should be considered unresponsive and such bids should not be considered" as per Ministry of Commerce & Industry, GOI circular no. 31/14/1000/2014/GA dated 17.09.2014".</p> <p>h- Any other condition/s, stated in Tender.</p>	

Note: - 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.

Vice President & Circle Head
SBIIMS, New Delhi.

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GUIDELINES FOR BIDDERS

INTEGRATED FACILITY MANAGEMENT SERVICES (HOUSEKEEPING & MAINTENANCE SERVICES) FOR VARIOUS DEPARTMENTS UNDER ADMINISTRATIVE CONTROL OF SBI LOCAL HEAD OFFICE, NEW DELHI AT SBI LHO BUILDING COMPLEX, 11, PARLIAMENT STREET, NEW DELHI-110001.

SBI Infra Management Solutions Pvt. Ltd. on behalf of SBI invites limited e-Tenders from the Bank's empaneled contractors for providing **Intergrated Housekeeping and maintenance services for various deptt. Under administrative control of SBI-LHO**, in the premises described in Schedule-1.

Any further information will be provided to all bidders through e-mails or telephone or online through e-tendering service provider.

1. EMD and Processing Fees: Processing Fees of **Rs. 3,000/-** (Rs. Three Thousand Only through State Bank Collect, (Tender Id:- **DEL202006018**) (non-refundable) and EMD of Rs. 1,00,000/- (One Lakh Only), will in the form of Demand Draft or Banker's Cheque issued by any nationalized/scheduled Bank drawn in favour of SBI Infra Management Solutions Pvt. Ltd and State Bank of India respectively and both payable at New Delhi. **Processing Fees** (only through State Bank Collect, (Tender Id:- **DEL202006018**) and **EMD in the form of Demand Draft or Bankers' Cheque shall be submitted to Vice President, SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD. Delhi Circle Office, 5th floor, State Bank of India, Local Head Office Building, 11- Parliament Street, New Delhi-110001**, in separate sealed envelopes, along with technical bid, in person on or before **21.07.2020, up to 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 SBLC's are only eligible for participation.

3. Information relating to submission of Bid:

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

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

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

4. EMD

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

5. The contract for the above services would be for a period of one year from the date of award of work subject to renewal for a further period of one year on the same terms and conditions upon renewal of License of the Contractor on or before expiry of the License granted by the Appropriate Authority under the Contract Labor (Regulation & Abolition) Act, 1970. However, the contract will not be renewed beyond (02) Two years. The renewal after one year from the date of award of work, for another year, will also be subject to review of satisfactory performance.

6. The Courts in Delhi / New Delhi alone shall have the jurisdiction in respect of any or all matters relating to or connected with the tender.

7. The Bank does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders received without assigning any reason **(incase rates are unreasonable/ unjustified, a justification will be called against the tender quoted failing to which, may lead to rejection of bid and cancellation of tender).**

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

9. The specification, duration of the work and the terms & conditions under which the contract is required to be performed and also the rights and obligations of the person/s whose tender is accepted shall be under an Agreement to be executed in the form, enclosed. The person submitting the Tender shall have read the same and is always deemed to have read and understood the same before submitting his tender. However, Bank reserves the right to add / delete any other clauses in the agreement.

10. The Contractor shall have to execute an agreement as per the enclosed format (Annexure-IX) within **seven days from the date he has been advised to do so**, failing which his tender will be rejected and EMD will be forfeited. The Contractor shall bear all the costs and expenses in respect of all charges, stamp duties etc. of the agreement. All the terms and conditions will also form a part of the Agreement.

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

a) A "Sole Proprietor" of the concern or constituted attorney of such sole proprietor.

b) All the partners of the firm, if it be a partnership firm & in absence of any partner, shall be signed by Power of Attorney holder, in which he must have authority to execute contracts on behalf of the firm either by virtue of partnership agreement or by power of attorney duly executed by the partners of the firm in his / her favour authorizing to sign on behalf of the firm.

c) Authorized officer, if it is a company and authorized by the Board of Directors to submit /sign the bid. A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to consider that the person so signing has authority to sign, and if, on enquiry, it appears that the person has no authority to do so, the Bank without prejudice to other civil and criminal remedies, will cancel the contract and hold the signatory responsible for all costs and damages.

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

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

14.Termination :

(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:

In case of a tie between one and more vendors, the L1 vendor will be decided by calling revised discount offers on the bid (via reverse auctioning on the advised date, communicated through email or telephonically, to eligible tie vendors), against the tendered amount from the participating (amongst tie) agencies on communicated date, after tender opening, through online bid reverse auction, only. In case of tie again, after above process, a lucky draw will be conducted (among tie agencies) in presence of L1 vendors and the committee members of SBIIMS/ SBI, **the decision of Bank will be final and binding on the contractor/s in this regard.**

**Vice President & Circle Head
SBIIMS, Delhi Circle**

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

1. Name & Address of the Tenderer Organisation / Agency with Mobile & Phone No., Fax No., E-Mail etc.	
2. Address of the Office / Representative Office in Delhi / NCR	
3. Enclosed valid copy of empanelment certificate issued by the SBI, LHO, New Delhi	Yes/ No
4. Valid registration/ licenses from the competent authorities applicable on these services under labour laws / applicable act (should hold these registration / License for last 3 (three) years). Enclosed copy of the valid registration/ licenses to be enclosed along with the tender.	Yes/ No.
5. Cover - I shall contain notice inviting tender, guidelines for bidders, schedule-I, and annexures I to X. Each page of these documents shall be signed & stamped by an authorized person of the Contractor.	
6. Prescribed DD / Bankers' Cheque of Rs. 1,00,000/- as Earnest Money Deposit (EMD) and Rs. 3000/- as Processing fee , as mentioned in NIT should be enclosed in <u>separate sealed envelopes</u> . Details of the DD / Bankers' Cheque:	EMD DD / Bankers' Cheque details:- Processing fee detail/Journal No and Date etc.:-
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.	Yes/ No.

Signature & Stamp of the Tenderer

TERMS & CONDITIONS

1. SITE/SCOPE OF WORK/ AREA OF SERVICES (HOUSEKEEPING & MAINTENANCE BOTH EXTERNALLY & INTERNALLY):

The Scope of work will be as under:

- (a) Premises of State Bank of India, Local Head Office building consisting 15 floors (including basement, both stair cases etc.),
- (b) Open space within the compound i.e. from A to D Block,
- (c) Ground to 4th Floor 'A' Block (ramp at back side),
- (d) SBI Staff Association Office in 'B' Block,
- (e) SBI Officers Association Office in 'A' Block,
- (f) LHO Record Room and LHO Stationary Room,
- (g) Centralized Cheque Processing Centre (CCPC, CTS & MICR) – 'B' Block, excluding Delhi Administrative Office- I and II, New Delhi Main Branch, Personal Banking Branch, RACPC and TFCPC.
- (h) GBU on 2nd floor and 7th and 8th floor of NDMB building in 'C' Block,
- (i) Roof, Parking Spaces, Terraces of all blocks,
- (j) Area all around the boundaries of premises including greenery area, roads and drainage area (excluding maintenance of Central Air Conditioning System and maintenance of Lifts),
- (k) Defence Banking Deptt., SAMRO Campus, 2nd Floor, in 'A' Block,
- (l) Ceiling and Walls of the above building including compound walls, terraces, 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.

The contract for the above services would be for a period of one year from the date of award of work subject to renewal for a further period of one year on the same terms and conditions upon renewal of License of the Contractor on or before expiry of the License granted by the Appropriate Authority under the Contract Labor (Regulation & Abolition) Act, 1970. However, the contract will not be renewed beyond two (02) years. The renewal after one year from the date of award of work, for another year, will also be subject to review of satisfactory performance and solely at discretion of the Bank.

All employees have to be paid wages, special allowance and other allowances at rates, not lesser than the minimum rates prescribed by the Government of India under relevant rules in their respective accounts to maintained with State Bank of India. All the employees have to be extended coverage of PF/EPF as per the eligibility under PF act. Appropriate deductions are to be made towards coverage of PF/EPF as per the eligibility under PF act. Appropriate deductions are to be made towards Professional Tax and Income Tax from the salary wages paid, if applicable and remitted to concerned authorities. All deductions are affected from the salary / wages as per the provision of the Payment of Wages Act.

Signature & Stamp of the Tenderer

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. minor maintenance of civil works, masonry, plumbing, carpentry, welding, minor electrical maintenance works, pest control of furniture and fixture, 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 and minor maintenance of all electrical fittings including streetlights etc. The house keeping 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 complex 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 house keeping, cleanliness and maintenance of the entire complex / 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.

(d) The Contractor shall ensure excellent standard of maintenance services of aforesaid building complex and the building floor premises by employing sufficient number of skilled/unskilled contract laborers. The hours of work of each contract labour/ staff shall be fixed by that Contractor at his sole discretion. The said work shall include maintenance, externally and internally of the as mentioned in clause I above.

(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, 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 and costs for such cleansing materials shall be borne by that Contractor. The house keeping 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 platers, 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 entire complex, to be carried out at regular intervals and anti-termite at quarterly intervals and costs thereof shall be borne by the Contractor.

(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, Local Head Office Building Complex** for services of sweeping, mopping, dusting, cleaning and other maintenance services described in the detailed terms & conditions for Electrical, Sanitary & Plumbing, Masonry, Carpentry, Welding Work etc., Pests Control Services etc. 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, maintenance and specialized 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 house keeping 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 **Assistant General Manager (Admin.), State Bank of India, Local Head Office, New Delhi** or his/their representatives 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 campus/ complex/ 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 **Asstt. General Manager (Admin.), State Bank of India, Local Head Office, New Delhi** 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 **Asstt. General Manager (Admin.), State Bank of India, Local Head Office, New Delhi** everyday for further putting it up to the Competent Authority of the Bank.

7. The Contractor shall be responsible for any loss due to theft/ pilferage/ damage to the Bank's property under the Contractor's area of service in the form of the fittings, fixtures, furniture or other equipment entrusted in his charge or any property belonging to the Bank's Staff/ Guest/ Customers when such a loss/ damage is, in the Bank's opinion, caused due to negligence or carelessness or any other fault on Contractor's part or that of his supervisor or any of Contractor's laborers and the Contractor shall be liable to pay to the Bank such amount in respect of such damages/ losses as may be assessed by the **Assistant General Manager(Admin.), State Bank of India, Local Head Office, New Delhi** 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 equipment required for day to day housekeeping will be provided by the Contractor in sufficient quantity and these shall be of best quality, as approved by the Bank. All expenses for cleansing materials shall be borne by the Contractor.

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 compensation 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 **Assistant General Manager (Admin.), State Bank of India, Local Head Office, New Delhi** 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-IX) 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.

16. In case the Contractor fails to fulfill their obligations for any particular day of any number of days, to the satisfaction of the Bank, for any reason (s) whatsoever, the Contractor shall pay by way of **liquidated damages upto a sum of Rs. 500/- per day per workmen for the entire number of such days** and the Banks shall without prejudice to their other rights and remedies, be entitled to deduct such damages from the dues, if any, payable to the Contractor besides its right to recover otherwise.

17. Incase of abnormally lowest quoted rates, contractor has to submit a separate security deposit in form of Demand Draft in favour of SBI, New Delhi @10% of the cost difference of the amount of bidding and that of Estimate.

18. In case of an emergency, the Contractor shall arrange extra labour during day/ night, as may be required, for which separate payment shall be made by the Bank on the basis of minimum wages applicable on that date plus contractor's profit and overhead @ 10%.

19. The Contractor shall keep and maintain a complaint register, at LHO-OAD, for the occupants/staff to record any complaints/ suggestions by them and produce the same before the officer (s) nominated by **Assistant General Manager- Admin, SBI- Local Head Office, New Delhi-01** for checking during their visit to the premises/ complex.

20. Bidders/ Vendors, has to follow statutory guidelines/norms stated by the Government for COVID-19, meticulously.

Signature & Stamp of the Tenderer

ANNEXURE-1-A

SCOPE OF WORK.

(a) DAILY CLEANING

SWEEP CLEAN:

- Sweep and clean all floor areas.
- Damp moping 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 no streaks, smears, swirl marks, detergent residue or any evidence of dirt remaining or standing water.
- After sweeping all vitrified floors, area would be machine scrub cleaned.
- Sweep and clean of debris from walkways and driveways and hose clean them during appropriate climatic and water use conditions.

DRY CLEANING/VACCUING:

- 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.
- Supply of paper towels, toilet paper and liquid soap dispenser with liquid soap solution of good/standard brand quality in all bathrooms shall be performed.

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 approved all purpose cleaner and lint free cloth or paper towels.

SPOT CARPET CLEANING:

- Spot clean carpets whenever necessary to remove spots using appropriate products, chemicals etc.

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, AHU 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, planners etc. are required to be polished and kept in shining condition by using good quality polishing agents.

(c) FORTNIGHTLY CLEANING

DUSTING AND WIPING:

- 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.
-

(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
ANNEXURE-I-B

PERIODICITY CHART OF HOUSE KEEPING SERVICES

(a)	Mechanized vacuum cleaning, sweeping & 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)	Once in a day
(b)	Sweeping and mopping staircases	Once in a day
(c)	Cleaning of open terraces, roof, road/basement	Once in a day
(d)	Dusting of furniture/wall paneling	Once in a day
(e)	Cleaning of planters, statues	Once in a day
(f)	Clearing of inside sewerage	Once in a day
(g)	Cleaning & Washing of dustbins with detergent	Once in a day
(h)	Providing blue eco-friendly cubes in all urinals (bio-block)	Once in a day
(i)	Putting Odonil in all toilets	As and when required
(j)	Spray of air freshener in all cabins and hall/ working area	Thrice in a day
(k)	Carpet, curtains, blinds and windscreen cleaning including removing of stains, brushing with soft brooms, removing stains with approved quality stain remover as directed	Once in a day
(l)	Cleaning of toilets, sinks, khurras, wash basins, urinal basins by using eco-friendly bio-products cleansing material using bio-blocks for gents toilets, only of reputed brands	Twice in a day
(m)	Disposal of rubbish	Twice in a day, before 9.00 am and at 5.30 pm in presence of Security Staff.
(n)	Sweeping and mopping lobbies & corridors/ reception/ lifts cars/ pantries/ kitchen	Twice in a day
(o)	Vaccum cleaning of carpets/ curtains/ venetian blinds/ sofa sets/ chair cushions/ seats etc.	Once in a week
(p)	Cleaning of telephones with approved quality cleansing material and perfuming telephone instruments with the help of experienced personnel	Once in a week
(q)	Cleaning of computers, printers, fax machines, photocopiers, key boards etc. with approved quality cleaning materials with the help of experienced personnel	Once in a week
(r)	Cleaning of buckets/mugs with Vim/detergent	Once in a week
(s)	Cleaning of toilet walls skirting/tiles of walls with eco-friendly bio-product multi-purpose cleansing material and bio-blocks for gents toilets, only of reputed brands	Once in a week
(t)	Cleaning of Chajjas	Once in a week
(u)	Cleaning of window panes/door panes/wall paneling	Once in a fortnight

v)	Cleaning/sweeping of floors of office premises, pantries, exposed areas as well as back-sides, corners and below the furniture items(with Eco-friendly bio-products cleansing materials of reputed brands)/removing cabinets/almirahs etc. with water/cleanzo/chemicals/detergents/brushes/brooms/clothes/rugs/dusters/vacuum cleaners,disposal of rubbish as per approved quality cleaning materials and direction.	Once in a fortnight
w)	Removing cobwebs with vacuum cleaner, dusters, brushes etc.	Once in a fortnight
x)	Removal of bushes, Shrubs etc.	Once in a fortnight
a)	Cleaning of fans/switch boards/wall/tube lights/ wall hangings etc.	Once in a month
b)	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.	Once in a month
c)	Grinding, rubbing, polishing of Kota stone flooring in compound	Once in a three month
d)	Shifting of furniture/fixture and other articles from various floors.	As per requirement
e)	Inspection of all false ceiling and re-fixing the panels in position. The panels which can not be fitted(damaged) shall be removed and replaced with new panels(cost of new panels will be paid separately)	Day to Day basis
f)	Spray of Insecticides, mosquitos and Rodents repellents (eco-friendly)	Daily in the evening
g)	Anti-termite treatment on all floors of the complex described in the area score of work of the tender document.	Quarterly
h)	Refilling of hand wash material in all toilets in the complex as described in the area and scope of work of the tender document	Daily or as and when required
i)	Dry cleaning of Sofas, Executive chairs and Officers/Staff/Visitors chairs with good quality materials	As an when required
j)	Repair of damaged tiles/stones/marble affixed within the complex(cost of tiles/stones/marble and the material will be paid separately)	As and when required
k)	Grinding & Polishing of Kota stone, marble floors etc.	Quarterly basis

Signature & Stamp of the Tenderer

Points to be adhered meticulously

- I) The contractor's staff should wear immaculate dress with company's logo and photo identity card.
- II) The Contractor to provide good quality eco-friendly Naphthalene Balls, Odonil, Phenyl, All Out, Mosquito & Rat Repellents (eco- friendly), Toilet Soap, Vim, Detergents, Liquid Soap, Homacol, Toilet paper, Urinal Cubes, Room Fresheners, Air Fresheners etc. certified ISI mark eco- friendly cleaning materials, Cleanzo, Harpic, Glass Cleaner Acids etc. from time to time and as and when required. The quality and quantity shall be approved/determined by the Bank. All the materials used for cleaning and maintenance should be eco-friendly.
- III) In case it is observed that the cleaning material used is of inferior quality or insufficient quantity is used, the Bank will reserve the right to purchase the same itself and deduct the cost thereof from the monthly bill payable to the contractor **including imposition of a penalty of Rs. 5,000/- for each time.**
- IV) Hot cases, microwave ovens supplied to the Departmental Heads and exposed surfaces shall be cleaned and washed with approved quality of cleaning materials.
- V) 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.
- VI) The Contractor shall provide adequate number of sweepers (at least one for each floor) supervisors, qualified license holding electricians, carpenter, mason, licensed plumbers etc. considered necessary for the works.
- VII) Materials, consumables (as per list of approved make, enclosed with tender as Annexure-A), appliance, tools, brooms, brushes, dusters, vacuum cleaners, wipers, buckets, drums, mops etc and other cleaning materials shall be arranged by the Contractor for house-keeping services. **Also, the payment of Contractor's bill will be made only after receiving of approved consumable (supported with GST/taxed bill) in Bank's storage every month under the custody of OAD/ Desk Officer of the concerned department.**
- VIII) The periodicity/frequencies for cleaning mentioned above are minimum required. However, the building is to be maintained dust and stain free at all times.
- IX) Sweeping, cleaning of all parts as per specifications. All the above activities shall be completed before 9.00 am on working days. An activity performance card / report as per proforma approved by the Bank to be displayed on each floor at the specified place provided for this by the Bank, for inspection.
- X) The Contractor's workers will maintain cleanliness of toilets by using bio-blocks (waterless urinal system) and eco- friendly bio-products of reputed brand (bio-blocks in toilets with cleansing liquid of Dry-earth from Asianol Biotech, Blu-Away & Citra Clean Concentrate (multipurpose cleansing liquid)) used 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. Only Eagle Buildtak/ approved make eco-friendly hand sanitizer to be used in GM Chambers/ CGM Chambers/ DMD/MD's Chambers and other Chambers as per instructions of the Bank. No extra payment on this account shall be made.
- XI) 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.
- XII) 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.

- XIII)** Collecting all type of garbage, malwa, slush, dismantled items, kuchra etc. from various points in the open area of the entire complex and other covered areas mentioned above and disposing of the same away from the Bank's complex up to the municipal dump yard. ***All the wastes will be segregated and kept in separate dust bins and thereafter will be sold out to NGO M/s. Chinton Integrated Waste Management Model or any other such type of organisations. The segregation of the waste will be got done by the Contractor in consultation with M/s. Chinton/ any other such type of Organisations as per their requirement. The Contractor has to make arrangements with M/s. Chinton/ any other such type of Organisations as per their requirement of their own and no extra payment on this account shall be made by the Bank.***

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

Signature & Stamp of the Tenderer

SCOPE OF PLUMBING, SANITARY, CARPENTRY, WELDING, MASONARY WORK AND PEST CONTROL SERVICES

The Contractor or his supervisor should be available at site every day during office hours. In case of emergency complaints, the Contractor must be available in person to ensure rectification of defects, immediately.

2. The Contractor will have to immediately attend the complaint and complete the same on its receipt, on the same day itself.

3. The Contractor will have to maintain all types of records for consumption and receipt of material as desired by bank and suitable instructions issued from time to time in this regard should be complied with by the Contractor.

4. The scope of work will be the entire existing installations & any installation that come up, in future.

5. The Contractor should maintain the registers etc. for his laborers engaged on this job as required under the law and comply with all legal formalities applicable in this behalf.

6. All materials needed for the works should be of standard make and ISI mark. All the materials used should be eco-friendly.

7. The Contractor will ensure that the senior officers / executives of the firm/ company responsible for the work should visit the site at least once in a month and have meetings with the officials of the Bank on monthly intervals so as to ensure excellent maintenance of the complex and proper availability of the staff.

8. The contractor has to ensure compliance of statutory obligations of Minimum Wages/ ESIC/ EPF/ Bonus/ Leave Coverage/ Income Tax / TDS/ GST etc. The Bank reserves the right to call for the evidences of the statutory compliances whenever required.

A) MAINTENANCE OF PLUMBING AND SANITARY FITTINGS AND ITS ALLIED SERVICES:

i) Maintenance and upkeep of gents/ladies toilets/pantries/wash basins/water bodies, Sanitary and plumbing installations.

ii) Cleaning and maintenance of sewer lines, drainage pipes, manholes, sanitary shafts located above basement of LHO building and in and around the entire LHO complex and keeping them unchoked.

iii) To clean underground and overhead tanks once in 3 (three) months and bleaching powder should be put up, as required, on fortnightly intervals. Contractor will maintain a log book and will present the same, on demand.

iv) To repair/ replace existing plumbing/ sanitary installations for which only material cost will be paid. No labour charges will be paid for these items. Contractor will be

reimbursed actual cost of material purchased plus handling charges @ 10% to 15% (10% for amount more than Rs. 1000.00 and 15% for amount upto Rs. 1000.00). Contractor will provide a rate list of items generally used and will get the rates approved from the Bank. Recovery @ 10% of the value of new C.P. fittings, pipes, fitting etc. will be made as salvage value of old items.

v) To co-ordinate with NDMC (outside Bank's complex), in case of choking of main sewer lines, problem in water supply and related problems.

vi) To clean other items, not mentioned above, provided on all floors in 'D' Block and other places as described in the area and scope of work on every week end. A log book will be maintained and presented on demand, at any time.

vii) To check all taps/ stopcocks and ensure that they are closed in the evening on daily basis . Also to open the stopcocks in the morning on daily basis.

viii) To clean the drainage pipes regularly by roding them.

ix) The workers shall be made available on Sundays/ Saturdays/ Holidays after office hours for repairs etc. in case the same cannot be carried out during working days at no extra cost to the Bank.

x) To clean taps and other CP fittings with cleaning powder, on daily basis. Cleaning powder to be arranged by the Contractor at his own cost.

xi) Cleaning of roofs, projected chhajjas up to louvers including open drains on these chhajjas, rain water pipes/ their outlets etc. and keeping them unchoked.

xii) To carry out necessary repairs works for stopping leakage of water in the toilets covered parking area at ground floor and basement, roof of LHO building, chajjas upto louvers and any other place in the LHO building/ complex.

xiii) Cleaning of rain water pipe outlets of LHO building/ LHO complex, opening on the roof of P.B. Branch, NDMB and Delhi Zonal Office building.

xiv) To check all the water filters / dispensers etc. maintain them neat and clean at all times.

B) CARPENTRY/ WELDING WORK:

i) The Contractor will have to carry out all types of repairs pertaining to Aluminium/ Iron/ Wood in doors, windows, in built cup-boards, staircase etc. but excluding furniture items in the entire LHO complex.

ii) The Contractor has to arrange for replacement of broken window panes repairs to iron work such as window grills, grills/collapsible gates and other similar items involving welding job in the entire LHO complex etc.

iii) The contractor will have to arrange all type of tools etc. for the purpose.

iv) The contractor will have to arrange all materials such as nails, screws, fevicol etc. of good quality for aforesaid repairs at their own cost. The cost of the materials such as wood, plywood, block board, and images locks glasses etc. and other hardware fittings will be borne by the Contractor. The quality of the materials

should be as provided in earlier works being repaired.

- v) The carpenter should be available whenever required.
- vi) The works shall involve the cost of all the materials, labour, equipment tools, plants, overheads etc. and no additional payments on any account will be made.
- vii) The carpenter will inspect on a day to day basis all false ceiling and will arrange for re-fixing the panels/ tiles in position. The panels/ tiles which cannot be fitted (damaged) shall be removed and replaced with new panels/ tiles (cost of new panels/ tiles will be paid separately).

C) MASONRY WORK:

- i) The Contractor will have to carry out all types of repairs pertaining to masonry work, plastering, over head tanks, under ground tanks etc. in the entire complex including fixing/ replacement of damaged tiles, stones and marble pieces etc.
- ii) The mason along with labor should be available whenever required.
- iii) The Contractor will have to arrange for all types of tools/ tackles and plants etc.
- iv) The cost of all the materials such as cement, sand, aggregate (gitti), marble or any other stone, bricks etc. will be paid to the Contractor on the rates approved by the Bank's Engineer or rates quoted by any L-1 tenderer for similar works.
- v) The works shall involve the cost of all the materials, labor, equipment, tools & plants, overheads etc. and no additional payments on any account will be made by the Bank.

D) PEST CONTROL TREATMENT: (To be carried out during Sunday & Holiday)

The Contractor shall carry out the pest control treatment for eradication of pests/insects like silver fish, cockroaches, rodents, flies, mosquitoes and other household pests to be carried out minimum once in every month and also termite treatment, if and as and when required preferably during holidays and sundays with chemicals including disinfestation/ fumigation of traps, manholes, inspection-chambers, enclosed spaces like almirahs, false ceiling, AC etc. in the entire complex and LHO building. The work has to be carried out as per Indian standard Rules and Regulation and by an authorized specialized professional agency engaged by the Contractor.

Signature & Stamp of the Tenderer

ANNEXURE-III

SCOPE OF ELECTRICAL REPAIRS, MAINTENANCE & MAINTENANCE/ OPERATIONS OF PUMPS SETS

[To be carried out by employing a ITI qualified licensed electrician (copy of license to be enclosed)]

A) The maintenance (both preventive and breakdown) and operational service for the electrical installation (excluding sub- station) at places mentioned in site of work/ area of services in schedule-I.

B) The maintenance (both preventive and breakdown) and operational services for all electrical motors/ pumps installed in the entire LHO complex comprising of A, B, C & D blocks.

The following work will be looked after by the Contractor:

- 1) To maintain complaint/suggestion register, demand register, earth testing (to be carried out once in every quarter) and insulation record register (to be carried out once in every six months) etc.
- 2) To replace materials such as drivers of LED fixtures, tubes, lamps, chokes, starters, holder, HRC fuse links, MCB's/ isolators, switches, sockets etc. (these materials will be supplied by the Bank).
- 3) To give proper account of materials issued by the Bank.
- 4) To switch on/off the compound and street light, floor light and ceiling lights (space frame) as per time schedule given by the Bank.
- 5) All minor repairs, adjustment of relays, timers etc.
- 6) To ensure cleanliness in the electrical shaft and also to ensure that inflammable substances are not stored in them.
- 7) The Contractor shall employ qualified/ trained persons for operation, maintenance of equipment and shall be fully responsible to obtain such licenses for taking up the above work as prescribed by the State Local Bodies/ CPWD both for execution and operation staff. Contractor shall also be responsible for any periodic statutory inspections to be carried out on the equipment, rectification of defects pointed out during such inspections etc. Failure on the part of Contractor to comply with all penalties imposed by the State/Local Bodies and the inspection and subsequent rectification will be carried out by the Bank at the risk and cost of the Contractor.
- 8) All electricians must have minimum useful tools like tester, megger, multimeter, clamp meter etc required for day to day maintenance work. The electricians must wear safety shoes with proper uniform.

MAINTENANCE/ OPERATION OF PUMPS SETS:

TENTATIVE DETAILS OF PUMPS:

- | | | |
|----|---------------------|---------------|
| 1. | Mono block pumps | 12.5 H.P. = 1 |
| 2. | Motor coupled pumps | 12.5 H.P. = 3 |
| 3. | Mono block pumps | 1.5 H.P. = 2 |

4.	Mono block pumps	2 H.P.	= 2
5	Mono block pumps	1 H.P.	= 2
6.	Mono block pumps	10 H.P	= 1
7.	Mono block pumps	2 H.P.	= 1
8.	Mono block pump	12.5 H.P.	= 1
9.	Submersible pump	3 H.P.	= 1
10.	Portable pump	1 H.P.	=1

1. Switching on (preferably during early morning hours) and off water pumps including operation of all related valves as and when required and maintaining operation log sheet.
2. Opening and closing of water valves of over-head tanks as per schedule.
3. The Contractor shall take care of the pipelines, valves, etc.
4. The Contractor shall take arrangement for attending the normal complaints within 24 hours.
5. In case of major complaints i.e. rewinding of motors, unit problem, the Contractor shall arrange for rectification of faults within 72 hours without interruption in water supply in the complex. If required the Contractor should provide alternative arrangement for the same.
6. The scope of contract includes:
 - i) Preventive maintenance of all switch gears/motors etc.
 - ii) Repair of starters.
 - iii) Providing/replacing cable glands and terminations of cable with plugs etc.
 - iv) Replacement of condensers as and when required.
 - v) Providing gland packing/mechanical seal etc as and when required..
 - vi) Tightening of pipe joints on suction lie of the pump as and when required.
 - vii) Lubrication of pump sets and checking of over loading/motor at regular interval.
 - viii) Contractor shall quote separately for fixing of new gate valves/foot valves as under:
 - a) 50 mm
 - b) 60 mm
 - c) 95 mm
7. The Contractor shall arrange for the weekly cleaning of dust/carbons, inspection of the pump sets and ensure their maintenance/upkeep at all times.
8. No extra amount shall be paid for the removing/providing pipes from bore well to diagnose/ rectify the fault.
9. The Contractor is advised to visit the site of the pumps sets mentioned above. No extra amount whatsoever shall be payable over and above the quoted rates.
10. The pumps for potable water will be operated from 6 a.m. to 7 p.m. In case submersible pump for bore well water supply fails for any reason, the Contractor will arrange for providing and installing a stand by submersible pump (to be provided by Bank) for maintaining the water supply till the submersible pump is repaired and restored by the Contractor at no extra cost.

Signature & Stamp of the Tenderer

ANNEXURE-IV

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 rails shall not be less than 30 cms. (clear) and the distance between two adjacent rungs shall not be more than 30 cms. When a ladder is used, extra laborers shall be engaged for holding the ladder.
5. Every opening in the floor of a building 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.
8. The Contractor will ensure that all types of safety measures as advised by Government are taken care of during the performance of work.
9. Safety belts/harness and helmets shall be used while working on chajja/terrace of buildings.

Signature & Stamp of the Tenderer

ANNEXURE -V

PENALTY

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

Signature & Stamp of the Tenderer

ANNEXURE- VI-A

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:

ANNEXURE- VI-B

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, Local Head Office, New Delhi at State Bank of India, LHO Building Complex, 11, Parliament Street, New Delhi- 110001 for..... work for the month..... year

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

Signature with seal of the Contractor

Name in block letters:

Address:

ANNEXURE-VII

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:

UNDERTAKING

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

Place :

Date :

Signature with seal of the Contractor

Name in block letters:

Address:

(TO BE STAMPED AS AN AGREEMENT)

AGREEMENT FOR INTEGRATED FACILITY MANAGEMENT (HOUSE KEEPING AND MAINTENANCE SERVICES)

This Agreement made at on this day of 2017 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, Local Head Office at 11, Parliament Street, New Delhi (hereinafter referred to as "the Bank" which expression shall include wherever the context so permits its successors and assigns) OF THE ONE PART.

AND

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

Signature & Stamp of the Tenderer

4. Eco-friendly Bio-products cleansing materials, Chemicals, Sprays, Detergents and other materials as stated above should be of high quality/brand 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.
6. The Contractor shall provide adequate number of supervisors as his agents or nominees for supervising the services, who will personally supervise and check the working of the Electrician, Plumber, Carpenter and other housekeeping personnel engaged by the Contractor.
7. The Contractor shall be responsible for the good conduct and performance on the part of his personnel and the contractor shall and be deemed, for all legal and contractual purposes, the employer of the said personnel engaged by him and such persons shall not have any claim for employment in the Bank in whatsoever and howsoever manner or in any connection therewith against the Bank now or at future date. He will, at the request of the authorized officer of the Bank/Establishment remove from the work any person engaged by him for the services, who may be unsuitable or incompetent or whose conduct is not trustworthy or who misbehaves and/or is not courteous, polite with the employees of the Bank or it's customers or third parties.
8. The Contractor shall strictly comply with all labor and such other statutory Laws in relation to the services to be provided and the personnel engaged by the Contractor and he shall be solely responsible for all acts of the said personnel so engaged by the Contractor. The Bank shall not be liable nor answerable in respect of any claims or demands in respect of any matter or on any account which may be raised and it shall be the sole responsibility and liability of the Contractor to answer all such claims or demands of the said personnel so engaged, under any law for the time-being in force.
9. The Contractor shall be responsible for the training, allotment of duties, hours of work and 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. Technical, Supervisors, Skilled/Unskilled and others etc.
11. The Contractor shall ensure excellent standard in performance of housekeeping and maintenance and also ensure that the entire premises are kept hygienic and clean. Preventive pest control measures will also have to be done by the Contractor. The cleaning materials, equipment should be arranged by the Contractor.
12. The Contractor shall discharge all obligations under the Contract most diligently, efficiently and honestly.
13. The Contractor shall bear all costs and expenses and stamp duty in respect of all Agreements that may be entered into with the Bank to give effect to this arrangement.
14. The Contractor shall bear all taxes, rates, charges, levies or claims whatsoever as may be imposed or levied by the State/Central Government (s) or any Local body or authority for and in connection with the rendering services.

Signature & Stamp of the Tenderer

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 equivalent to one month's quoted 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 there under 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.

Signature & Stamp of the Tenderer

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 **Asstt. General Manager (Admin.) State Bank of India, Local Head Office, New Delhi**, whose decision shall be final, conclusive and binding on the Contractor

25. All the taxes which the Bank may be liable to deduct or called upon to so deduct, during the currency of the arrangement which are liable to be payable by the contractor under the law but not so paid, shall be set-off against the bills raised by the contractor and paid to the respective government departments or authorities as may be required under law and the contractor shall have no claim against the Bank in respect of any or all such payments.

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.

Signature & Stamp of the Tenderer

28. In terms of the provisions of the aforesaid Contract Labour (Regulation & Abolition) Act,1970 and Rule 72 and 73 of the Rules framed thereunder, in case the

same are applicable to the Contractor, the Contractor shall disburse the minimum wages payable to its personnel by affording payment through account payee cheques or ensuring credit to their Bank accounts only in the presence of the Authorized Representative of the bank and shall obtain due certification to that effect from the said Authorized Representative of the Bank. Any violation of the aforesaid provisions of the Law will entail forthwith termination of this Contract in addition to such penal consequences as may attend with under these presents.

29. Nothing contained in these presents is intended nor shall be construed to be a grant, demise or assignment in law of the premises or the articles/ equipment or any part thereof by the Bank to the Contractor and/or its personnel and they shall vacate and 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 workman/ employees.

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

34. The Courts in Delhi/New Delhi City alone shall have jurisdiction in respect of any matter touching these presents.

35. The tender document forms an integral part of the agreement. The provisions & term / conditions 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.

Signature & Stamp of the Tenderer

(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.
- (viii) For any reason whatsoever, the Contractor becomes dis-entitled in law to perform obligations under this agreement.
- (ix) 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.
- (x) 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.
- (xi) 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.
- (xii) 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 XI.

(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..... datedAnd the correspondence and tender relating thereto which is hereinafter referred to as "the said contract" the Contractor has now agreed to produce a Bank Guarantee amounting to 5% of the annual contract value 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...../- (Rupeesonly).

(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 up to _____ 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)

Annexure-XI

TYPICAL ILLUSTRATION FOR ADDITIONAL SECURITY DEPOSIT.

For example,

Bank's Estimate against Admin charges, Service Charges, Consumable charges and profit on labour for the subject tender (excluding wages of Manpower), is

Rs 12,50,000/- Per Annum (A)

Vendor quotes,

say **Rs. 9,00,000/- Per Annum (B)**

In that case, vendor has to submit an additional security amounting to

Rs.12,50,000/- minus Rs. 9,00,000/- [A-B]

= Rs.3,50,000/-

(this shall be in addition to the security deposited in form of EMD/ISD, till the time period of tender remains in force)

FINANCIAL/ PRICE BID

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