SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.
(A Wholly Owned Subsidiary of SBI)

Part – I
(Technical Bid)

INTEGRATED FACILITY MANAGEMENT SERVICES (HOUSEKEEPING & MAINTENANCE SERVICES) FOR BRANCHES / OFFICES OF STATE BANK OF INDIA, REGIONAL BUSINESS OFFICE - 4 (R&DB), HALDWANI

Circle Head & Vice President (Civil)
SBI Infra Management Solutions Pvt. Ltd
Circle Office, 5th Floor, D- Block,
11, Parliament Street
New Delhi-110001
## CONTENTS

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Description/ Clause</th>
<th>Annexure</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Notice Inviting Tender</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Letter of Declaration</td>
<td>Annexure-A</td>
</tr>
<tr>
<td>3</td>
<td>Instructions to the Bidder</td>
<td>Annexure-B</td>
</tr>
<tr>
<td>4</td>
<td>Sample Business Rule Document</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Details of Premises (I&amp;II)</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>General Conditions of Contract</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Scope of Work (I&amp;II)</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Machine Equipment to be provided</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Manpower qualification and Experience Criteria</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Draft Memorandum of Contract</td>
<td>Annexure-C</td>
</tr>
<tr>
<td>11</td>
<td>Draft Indemnity Bond Format</td>
<td>Annexure-D</td>
</tr>
<tr>
<td>12</td>
<td>Draft Format of Bank Guarantee in lieu of Security Deposit Format</td>
<td>Annexure-E</td>
</tr>
<tr>
<td>13</td>
<td>Steps to make payment through SB Collect</td>
<td>Annexure-F</td>
</tr>
</tbody>
</table>
NOTICE INVITING TENDER

INTEGRATED FACILITY MANAGEMENT SERVICES (HOUSEKEEPING & MAINTENANCE SERVICES) FOR BRANCHES / OFFICES OF STATE BANK OF INDIA, REGIONAL BUSINESS OFFICE 4 (R&DB), HALDWANI

SBI Infra Management Solutions Pvt. Ltd. (SBIIMS) on behalf of State Bank of India (SBI) invite “online e-tender” for the captioned work from the Bank’s empanelled vendors.

The details of the tender are as under:-

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Details</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tender ID number</td>
<td>DEL202007001</td>
</tr>
<tr>
<td>2</td>
<td>Name of Work</td>
<td>Integrated Facility Management Services (Housekeeping &amp; Maintenance Services) for Branches / Offices of State Bank of India, Regional Business Office - 4 (R&amp;DB), Haldwani</td>
</tr>
<tr>
<td>3</td>
<td>Estimated Amount of Works (Annual)</td>
<td>Rs. 1,47,54,174/- (Rupees One Crore Forty Seven Lacs Fifty Four Thousand One Hundred and Seventy Four only)</td>
</tr>
<tr>
<td>4</td>
<td>Tender Processing Fees</td>
<td>A non-refundable amount of Rs. 5,000/- (Rupees Five Thousand only) to be paid only through SB Collect payment portal available in SBI site <a href="https://www.onlinesbi.com">https://www.onlinesbi.com</a> in favour of SBI Infra Management Solutions Pvt. Ltd.</td>
</tr>
<tr>
<td>5</td>
<td>Earnest Money Deposit (EMD)</td>
<td>Rs. 1,50,000/- (Rupees One Lacs Fifty Thousand only) in the form of Demand Draft issued by any Nationalized/Scheduled Bank drawn in favour of “SBI Infra Management Solutions Pvt. Ltd.” payable at Haldwani which shall be returned after successful completion of the tender.</td>
</tr>
<tr>
<td>6</td>
<td>Initial Security Deposit (ISD)</td>
<td>The successful vendor whose tender is accepted by the Bank shall be bound to deposit a sum equivalent to one month manpower wages as Initial Security Deposit (SD) in the form of Demand Draft / STDR / Bank Guarantee (BG) issued by any Nationalized/Scheduled Bank favouring “State Bank of India.” payable at Haldwani.</td>
</tr>
<tr>
<td>7</td>
<td>Additional Security Deposit (applicable for consumable items only)</td>
<td>If the difference of L-1 tender amount and estimated amount is more than 10 %, the L-1 bidder has to submit refundable additional security deposit equal to the difference amount by Demand Draft / Joint STDR with Bank.</td>
</tr>
<tr>
<td>8</td>
<td>Date for issue of tender documents</td>
<td>06.07.2020 to 23.07.2020 from Bank’s website <a href="https://www.sbi.co.in/web/sbi-in-the-news/procurement-news%E2%80%9D">https://www.sbi.co.in/web/sbi-in-the-news/procurement-news”</a> and tendering portal of our service provider <a href="https://etender.sbi">https://etender.sbi</a></td>
</tr>
<tr>
<td>9</td>
<td>Last date and time for receipt of written queries for clarification from bidders in Pre-bid meeting</td>
<td>Up to 02:00 PM on 13.07.2020</td>
</tr>
<tr>
<td>10</td>
<td>Pre - Bid Meeting (Only written queries submitted by the bidders till stipulated date and time shall be discussed and clarified in the meeting)</td>
<td>13.07.2020 at 03:00 P.M at the following address: SBI Infra Management Solutions Pvt. Ltd., 1st Floor, State Bank of India, Kaladhungi Road, Kusumkhara, Haldwani, Dist – Nainital - 263139</td>
</tr>
</tbody>
</table>
| 11 | Date of posting of clarifications on the Bidder’s queries | 13.07.2020 (Clarifications shall be posted only on the Bank’s website. No individual communication
| 12 | Last date & time for Bid submission containing signed & seal NIT (page no. 3-5), Annexure - A (page no. 6-7), EMD & Tender Processing Fees Receipt at: Vice President (Civil) & Circle Head, SBI Infra Management Solutions Pvt. Ltd., 1st Floor, State Bank of India, Kaladhungi Road, Kusumkhera, Haldwani, Dist – Nainital - 263139 | **Up to 03:00 PM on 23.07.2020**

Note:

1. It is sole responsibility of the bidder to ensure submission of their bid by stipulated date and time at specified address. The SBIIMS Pvt. Ltd. shall not entertain bids received late due to any delay on account of delivery by the courier agency/speed post or any other mode for the reasons whatsoever.

2. After the accomplishment of tendering procedure, the successful bidder shall submit the hard copy of the complete Technical document duly signed with seal by the authorized representative/proprietor of the firm at the above mentioned office.

3. Technically qualified bidders will be intimated by e-mail to submit the price bid on tendering portal of our service provider [https://etender.sbi](https://etender.sbi)

| 13 | Tentative Date of e-price Bidding | **Up to 3.00 pm on 28.07.2020**

| 14 | Date & Time for opening of Price Bid | **28.07.2020 at 03:30 pm**

| 15 | Validity for Offer (Minimum) | 90 days from the date of opening the Tenders.

| 16 | Date of Commencement of Work | 1st Day of Succeeding month of the Work Order

| 17 | Penalty/Liquidated damages | As per relevant clause in the tender document

| 18 | Period of Honoring Payment Certificate | 15 days from the date of receipt of bill (excluding Sunday and Public Holidays).

| 19 | Insurance | As per insurance clause of the tender document

| 20 | Tie Breaker | In case of a tie between one and more vendors, e-reverse auction (Rank auction) among the tied vendors will be conducted to work out L1, L2, L3 and so on vendors. The decision of SBIIMS/SBI will be final and binding on the vendor in this regard.

| 21 | Rejection Criteria | • Tenders received without EMD and non-refundable Tender Processing Fees shall be summarily rejected.

• EMD, Tender Processing Fees Receipt & Annexure - A not submitted before due date & time.

• Conditional tenders

• If Rate quoted by vendor is less than the Minimum Wages as per guidelines of Government of India

• “Service Charges/Administrative Charges quoted by the bidder necessarily has to be over & above 0 percent includes all derivates 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.

| 22 | Online Service Provider Details | M/s E Procurement Technologies Ltd. (abc procure) Wall Street – II, Opp. Orient Club, Near Gujarat College, Ellis Bridge, Ahmedabad – 380006 Phone – 079-68136815 / 6824 / 6805 Mobile – 9879996111 email – shubhangi@auctiontiger.net imtiyaz@eptl.in |

19. 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.

21. SBIIMS reserves their rights to accept any or to reject all the tenders in part or whole without assigning reasons thereof and no correspondence shall be entertained in this regard.

22. Tenders can be downloaded from Service Provider’s portal https://etender.sbi.

23. The bidder has to submit NIT, Annexure A, EMD & Tender Processing Fees Receipt to the address mentioned in the NIT super scribing “INTEGRATED FACILITY MANAGEMENT SERVICES (HOUSEKEEPING & MAINTENANCE SERVICES) FOR BRANCHES / OFFICES OF STATE BANK OF INDIA, REGIONAL BUSINESS OFFICE 4 (R&DB), HALDWANI”

25. Any vendor quoting abnormal / unrealistic rates or amount in the Price Bid shall be asked to submit the rate justifications for the same. In case of failure to submit / convince SBIIMS/SBI may lead to debar from participation from the future tenders of SBIIMS Delhi Circle.

26. Any corrigendum / addendum in the matter will be published only in our service provider’s portal https://etender.sbi.

27. In case of any query / clarifications, vendors may contact Mr. Shakil Ahmad, Deputy Manager (Civil) on mobile no. 9650926440, email id: shakil.ahmad1@sbi.co.in or Mr. Hemant Kumar Thakur, Circle Head, SBIIMS, Delhi Circle on mobile no. 9818200546, email id: headdel.sbiims@sbi.co.in

Sd/-
Vice President (Civil) & Circle Head
LETTER OF DECLARATION

(To be submitted duly typed, signed with stamped by the Authorized Signatory on the Letter Head of the Bidder in Original along with Technical Bid document)

Vice President (Civil) & Circle Head,
SBI Infra Management Solutions Pvt. Ltd,
5th Floor, D-Block,
11, Parliament Street
New Delhi – 110001

Dear Sir,

E-TENDER FOR INTEGRATED FACILITY MANAGEMENT SERVICES (HOUSEKEEPING & MAINTENANCE SERVICES) FOR BRANCHES / OFFICES OF STATE BANK OF INDIA, REGIONAL BUSINESS OFFICE 4 (R&DB), HALDWANI

Having examined the terms & conditions, schedule of requirements, scope of work etc. of the tender for the captioned work and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto and affecting the tender. I/We hereby offer to provide specified services in the said memorandum on the minimum manpower including consumable etc. basis mentioned in the attached schedule and in accordance in all respect with the schedule of instructions, scope of work and instruction in writing referred to in conditions of Tender, the articles of agreement, conditions of contract and with such conditions so far as they may be applicable.

<table>
<thead>
<tr>
<th>a</th>
<th>Description of work</th>
<th>Integrated Facility Management Services (Housekeeping &amp; Maintenance Services) for Branches / Offices of State Bank of India, Regional Business Office - 4 (R&amp;DB), Haldwani</th>
</tr>
</thead>
<tbody>
<tr>
<td>b</td>
<td>Earnest Money</td>
<td>Rs. 1,50,000/- (Rupees One Lacs Fifty Thousand only)</td>
</tr>
<tr>
<td>c</td>
<td>Validity of Contract</td>
<td>For an initial period of 1 (One) year from the date of commencement of work subject to the renewal for one year on similar terms after expiry of initial period subject to satisfactory performance.</td>
</tr>
</tbody>
</table>

2. Should this tender be accepted, I/we hereby agree to abide by and fulfill the terms and provisions of the said conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to SBI Infra Management Solutions Pvt. Ltd., the amount mentioned in the said conditions.

3. I/we have deposited Demand Draft / Banker’s Cheque for a sum of Rs. 1,50,000/- (Rupees One Lacs Fifty Thousand only) as Earnest Money Deposit with SBI Infra Management Solutions Pvt. Ltd. Should I/We do fail to execute the contract when called upon to do so, I/We hereby agree that this sum shall be forfeited by me/us to SBI Infra Management Solutions Pvt. Ltd.

4. We understand that as per terms of this tender, the SBIIMS/SBI may consider accepting our tender in part or whole or may entrust the work of housekeeping for proposed premises. We,
therefore, undertake that we shall not raise any claim / compensation in the eventuality of SBI/ SBIIMS deciding to drop any of the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us on our approved rates and within the stipulated time limit without any extra claim for price escalation as provided for in clause 47 of Terms & Conditions of this tender.

5. We, hereby, also undertake that, we will not raise any claim for any escalation in the prices of any of the material and manpower during the currency of contract/ execution/ completion period.

6. Further, we confirm that we are eligible to quote this tender. In case any information is found incorrect at any subsequent point of time, our tender may be annulled / rejected by SBIIMS, including taking any action against us as deemed fit.

7. We, hereby, also undertake that, if the difference in the amount quoted by us and the estimated cost of Consumable Items is more than 10% (on lower side), we will submit additional security deposit by Demand Draft / Joint STDR equal to the difference amount calculated for the whole period of contract prior to the award of the contract. We, hereby, also undertake that, if we fail to supply the Consumable Items as per the Price Schedule – 2 of the Price Bid, either in quantity or quality wise, SBI may deduct the applicable amount based on the estimated / market rate from this additional security deposit.

8. We, hereby, also undertake that, in case of a tie between one and more vendors, we agree to participate in the e-reverse auction (Rank auction) process with the tied vendors to work out L1, L2, L3 and so on vendors. We, hereby, also undertake that, we will abide by the decision of SBIIMS/SBI.

9. We, hereby, also undertake that, we will abide by the decision of SBIIMS/SBI regarding allocation & distribution of work.

We have read and understood all the terms & conditions, schedule of requirement and scope of work of the tender and accept the same.

Signature of the Tenderer with Seal
INSTRUCTIONS TO TENDERER

1. **Purpose:**

   Comprehensive Annual Maintenance Contract for services such as Housekeeping & Maintenance etc.

2. **Invitation:**

   The bidders desirous of taking up the project for supply of above Services for SBI are invited to submit their technical and commercial proposal in response to this Tender. The criteria and the actual process of evaluation and subsequent selection of the successful bidder (L1) will be entirely at Bank’s/ SBIIMS’s discretion. We seek proposals adhering to Bank’s requirements outlined in this Tender, from Bidders who are empanelled contractors of SBI.

   This Tender Document is not an offer by State Bank of India, but an invitation to receive responses from the Bidders. No contractual obligation whatsoever shall arise from the Tender process unless and until a formal contract is signed and executed by duly authorized official(s) of State Bank of India with the successful Bidder.

3. **Eligibility Criteria:**

   Bid is open to all Bidders who are empanelled with SBI, LHO, New Delhi’s empanelled Category C. Housekeeping & Maintenance Services for Branches / ATM and who receive NIT from the SBIIMS is only entitled to quote for this Tender.

4. **Disclaimer:**

   The information contained in this Tender document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of State Bank of India (Bank), is provided to the Bidder(s) on the terms and conditions set out in this Tender document and all other terms and conditions subject to which such information is provided.

   This Tender is neither an agreement nor an offer and is only an invitation by SBIIMS on behalf of Bank to the interested parties for submission of bids. The purpose of this Tender is to provide the Bidder(s) with information to assist the formulation of their proposals. This Tender does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this Tender and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender. Bank may in its absolute discretion, but without being under any obligation to do so, add all amend or supplement the information in this Tender. No contractual obligation whatsoever shall arise from the Tender process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.
SBIIMS on behalf of Bank reserves the right to accept or reject any bid/offer received in part or in full, and to cancel the bidding process and reject all bids at any time prior to contract of award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the SBIIMS on behalf of Bank’s action. SBIIMS on behalf of Bank reserves the right to reject any bid on security and/or other considerations without assigning any reason.

SBIIMS on behalf of Bank reserves the right to cancel the entire bidding/procurement process at any stage without assigning any reason whatsoever.

The bid document provides overview of the requirements, bidding procedures and contact terms. It includes Instructions to Bidder, Terms & Conditions of Contract, Technical Bid and Financial Bid.

The Bidder is expected to examine all instructions, statements, terms and specifications in the bidding document. Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in rejection of the bid. SBIIMS on behalf of Bank has made considerable effort to ensure that accurate information is contained in this Tender and is supplied solely as guidelines for Bidders. Furthermore, during the Tender process, SBIIMS is entitled to issue corrigendum to tender relevant to the Scope of Work. Nothing in this Tender or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in the Tender or any addenda.

5. Clarifications & Amendments:

If deemed necessary the SBIIMS on behalf of Bank may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted. The bidder may be asked to give presentation for the purpose of clarification of the bid.

6. Bid Integrity:

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that SBIIMS on behalf of Bank may take. All the bids with accompanying documents will become property of SBIIMS on behalf of Bank.

7. Format and Signing of Bid
   i. The bidder should prepare submission as per Technical Bid, Price Bid and other requested information.
   ii. All pages of the bid document should be serially numbered and shall be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature. The bidder should submit a copy of board resolution or power of
attorney showing that the signatory has been duly authorized to sign the tender document.

iii. Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) them in full.

iv. Bid should be typed and submitted on A4 size paper [Font: Arial 11], spirally bound securely and in serial order. Bidders responding to this Tender shall submit covering letter included with the bid and compliance certification statement required for submission of a proposal.

v. In the event of the target date for the receipt of bids being declared as holiday for the Bank, the bids will be received till the target time on the next working day. SBIIMS on behalf of Bank may at its discretion extend the bid submission date. The modified target date & time will be notified on.

8. At any time prior to the deadline for submission of bids, SBIIMS may modify or alter the bidding document by issuing an amendment.

9. Any addendum/corrigendum as well as clarification thus issued shall be a part of the tender documents and it will be assumed that the information contained in the amendment would have been considered by the tenderer in its tender submission.

10. Any clarification issued by SBIIMS will be in the form of an addendum / corrigendum and will be available in e- tendering portal of our service provider, M/s E-Procurement Technologies Ltd.

11. The amendment will be binding on all bidders. SBIIMS on behalf of Bank, at its discretion may extend the deadline for submission of bids which shall be informed to all through e-tendering portal of our service provider, M/s E-Procurement Technologies Ltd.

12. The Contractor shall ensure that they are fully conversant with the premises in question as well as with the business activities thereat and its related requirements for the work specified.

13. The SBIIMS shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the personnel with prior permission of the Bank, except under emergencies / unavoidable circumstances.

14. The Contractor shall exercise adequate supervision to ensure proper performance of Services in accordance with the requirements.

15. The Contractor shall issue identity cards/ identification documents to all its employees.

16. The personnel of the Contractor shall not be the employees of the Bank and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract.

17. The Contractor shall also provide at its own cost all benefits; statutory or otherwise to its employees and the Bank shall not have any liability whatsoever on this account.
18. The details of the machineries to be deployed and other technical details shall be as per the details mentioned in the relevant section of the tender document.

19. No costs incurred by the applicant in applying, in providing necessary clarifications or attending discussions, conferences or site visits will be reimbursed by the Bank.

20. The Technical Bid and the Price Bid will be opened as per the schedule given in NIT.

21. Tenders received after the due date and time is liable for rejection. SBIIMS reserves its right to reject any / or all the applications without assigning any reasons whatsoever and no correspondence/ complaint shall be entertained in this regard.

22. All entries in tender documents should be in one ink. All cancellation and insertion should be duly signed by tenderer concerned with proper indication of the name designation and address of the person signing.

23. Tenderers shall fill in all the required particulars in the blank space provided for this purpose in the tender documents and also sign & stamp in each and every page of the tender document before submitting tender.

24. The rate should be quoted in Indian Currency only.

25. In quoting rates, the tenderers are advised to take into account all factors including any fluctuations in market rates. Please note that the rate quoted in the tender shall remain firm and valid for the contract period of ‘ONE YEAR’ from the date of commencement of work. During this period no request for enhancement / escalation in rates shall be considered under any circumstances.

26. The rate quoted by the tenderer shall remain firm and shall cover and include cost of all materials required for upkeep of the premises to the satisfaction of the Bank, wages to the labourers/ workmen, supervisors, administrative charges (New Uniform (with company’s name and logo/badge) including Seasonal Outfit, Safety Shoes, Helmet, Safety Belt, Hand Gloves, Personal Protective Equipment (s), Necessary Tools, Training, Medical etc.), equipment deployed, maintenance of the machineries, contractors profit and supervision charges, transportation charges and all statutory levies, applicable taxes, EPF, ESI, and any other statutory component as per the Central Government Minimum Wages Act but excluding Goods & Service Tax (GST).

27. The tenderers are advised to inspect the site and acquaint themselves with the actual working and prevailing site conditions before quoting the rates.

28. Please note that it is tenderers’ responsibility to provide all items which may not be specifically mentioned in the scope of works but are necessary to complete the work and subject services to the satisfaction of the Bank.

29. The Bank shall not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
30. No employee of SBI/SBIIMS shall be engaged by the contractor during the course of carrying out the works.

31. The tenderer shall deposit Earnest Money Deposit (EMD) and Non-Refundable Tender Processing Fees as per NIT along with the tender document, each in separate sealed envelopes. This EMD (Earnest Money Deposit) shall be in the form of demand draft from any nationalized bank or from a scheduled bank drawn in favour of SBI Infra Management Solutions Pvt. Ltd. and Tender Processing Fees (non-refundable) shall be deposited through SB Collect Payment Portal and the printout of the receipt carrying a reference no. shall be submitted along with Technical Bid.

32. No interest shall be paid on the EMD. The tenders received without EMD and Tender Processing Fees shall be summarily rejected.

33. If any tenderer withdraws his tender before the said period or make any modifications in the original terms and conditions of the tender, the SBIIMS shall, without prejudice to any other right or remedy, be at liberty to cancel such tenders and forfeit full value of the EMD as aforesaid.

34. The contractor has to maintain an attendance register of the persons employed and the same will be inspected daily by the Bank’s Officer-in-Charge.

35. If any of the labour employed by the contractor is found to be under performing or any mobilization is found or found under the influence of alcohol or any abusive substance / reported while on duty, such person/persons shall not be allowed to work at site anymore and the Bank reserves the rights to ask contractors for immediately removal such person(s) with suitable substitute immediately.

36. The contractor has to submit the police verification details of all the people deployed by him at site before commencement of work. In case of any replacement during the pendency of the agreement, submission of police verification documents of such replaced staff is to be made available, immediately.

37. The staff deployed at site should be physically fit to handle the works detailed in the scope. The full bio-data of the staff deployed at site like their full address, educational qualification, age proof etc shall be made available before commencement of work. The staff has to be deployed in consultation with the Bank officials after performing the interview of the staff.

38. No alterations or additions are to be made by the contractors to the tender document. Violation of this instruction will attract rejection of the tender at the discretion of the SBIIMS.

39. Tender shall be quoted on the prescribed format only. The tenders quoted in any other format shall be summarily rejected and EMD of such tenderer shall be forfeited.

40. Quoted rates per unit being different from those prescribed in the tender shall render the bid disqualified without any claim/explanation.
41. All the parts of this tender document i.e. Tender Notice, General Rules and Instructions to Tenderers, Offer Letter, General Conditions of Contract, Annexure etc. shall constitute part of the contract document.

42. The contractor shall follow such Act, Rules and Regulations of the Local Government Bodies, State/Central Government Labor Laws that are in force and that may be framed from time to time for completion of work. SBI/ SBIIMS shall not be responsible for any infringement of the various statutes in force by the contractor.

43. The contractor shall take, at his own cost the necessary license from statutory authorities in respect of this work. The expenses in completing the formalities in executing the agreement including expenses towards stamp paper, registration charges, etc., if any, shall be borne by the contractor.

44. Statutory deduction towards Income Tax, Work Contract Tax and any other Statutory Deductions as per the law prevalent will be made as per rules.

45. The contractor shall be responsible to ensure making payment of “Prevailing Minimum Wages”, as notified by Central Government of India, Ministry of Labour & Employment, to their labour directly in their Bank accounts and shall produce relevant documents to the Bank for verification every month along with their monthly bills failing which bills may not be paid.

46. The contractor shall be bound to submit original challans and other documents with regard to payment of ESIC/ EPF/any other Statutory Dues/ Compliances/ Pay-slip along with monthly bill to the Bank, failing which bill will not be entertained.

47. Technical Bid Documents:
   (i) Only the L-1 bidder/s are advised to submit hard copy (properly bound) of Technical Bid duly filled, signed and stamped by the authorized signatory on each page in sealed envelope marked as “TENDER PART-A” to the office of SBI Infra Solutions Pvt Ltd. at the address mentioned herein before allotment of work.
   (ii) Contractors not submitting any one or more documents mentioned above and elsewhere in this document will attract rejection of their tender at the discretion of the SBIIMS.
   (iii) The EMD of the bidders not qualified for the reasons whatsoever including disqualification in the technical bid evaluation shall be returned to the bidder’s registered address by Speed Post/ Courier/ Registered Post/may be collected from above mentioned office by Self or Authorized Representative.

48. No union formation is allowed.

49. The Contractor’s supervisor shall be first line of contact for the Bank, who shall report to the designated officers of the Bank for all requirements.

50. The personnel who are appointed as Janitors shall be provided with all cleaning and safety material(s) for cleaning purposes by the contractor.
51. The quantity for manpower and machines mentioned in this tender is minimum indicative and not exhaustive. It shall, however, be sole responsibility of the contractor to ensure deployment of additional manpower required, if any, for execution of work and services to the utmost satisfaction of client/ employer/ owner i.e. Bank without any extra charge and within the accepted tender amount only.

52. In case, any demand is raised by the Bank for providing additional manpower for any extra work/ activity other than those pertaining to the scope of work of the captioned contract, the contractor shall make arrangements for the same and cost thereof shall be paid by the Bank on the basis of minimum wages plus 10% handing charges for providing additional manpower. For repair and maintenance works, as and when required, contractor will be reimbursed actual cost of approved material purchased plus handling charges @ applicable specified rates for different types of works (as mentioned in the scope of work) which shall also include the cost of labour and the contractor will also provide a rate list of items generally used/ estimate for the work and will get the rates approved from the Bank before execution of such repair and maintenance works.

53. All the chemicals, consumables required for the purpose of providing services should be of standard brands as specified in the tender, and as per the approval of the SBIIMS/SBI. No sub-standard material shall be used. The chemicals used for the purpose of cleaning shall be eco-friendly and bio-degradable.

54. **Tie Breaker**

   In case of a tie between one and more vendors, e-reverse auction (Rank auction) among the tied vendors will be conducted to work out L1, L2, L3 and so on vendors. The decision of SBIIMS/SBI will be final and binding on the vendor in this regard.

55. **Additional Security Deposit**

   This clause is applicable for consumable items only. If the difference of L-1 tender amount and estimated amount is more than 10 %, the L-1 bidder has to submit refundable additional security deposit equal to the difference amount by Demand Draft / Joint STDR with Bank.

   For example: If a vendor quotes Rs. 2,00,000/- for consumable items in the Price Bid and the estimated cost for consumable item is for Rs. 10,00,000/-, then the vendor has to deposit the difference amount of Rs. 8,00,000/- as additional security deposit by Demand Draft / Joint STDR with Bank.
SAMPLE BUSINESS RULE DOCUMENT

E-TENDER FOR INTEGRATED FACILITY MANAGEMENT SERVICES (HOUSEKEEPING & MAINTENANCE SERVICES) FOR BRANCHES / OFFICES OF STATE BANK OF INDIA, REGIONAL BUSINESS OFFICE 4 (R&DB), HALDWANI

(A) Business rules for e-tendering:

1. Only the contractors who are empanelled contractors of SBI shall be eligible to participate in the subject e-tender.

2. SBIIMS will engage the services of an e-tendering service provider who will provide necessary assistance for online bidding on internet.

3. In case, there is any change in e-tendering service provider, the SBIIMS will inform the bidders suitably at appropriate time.

4. Business rules like event date, closing and opening time etc. will be communicated through service provider for compliance.

5. Contractors have to send by email, the compliance form in the prescribed format (provided by service provider), before start of e-tendering without which, bidders will not be eligible to participate in the bidding process.

6. E-tendering will be conducted on schedule date & time.

7. The e-tendering will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.

(B) Terms & conditions of e-tendering:

SBIIMS shall finalize the tender through e-tendering mode for which M/s E- Procurement Technologies Ltd. has been engaged by SBIIMS an authorized e-tendering service provider. Contractors are advised go through the guidelines given below and submit their acceptance to the same along with technical bid.

1. E-tendering shall be got conducted by SBIIMS through M/s E- Procurement Technologies Ltd. on pre-specified date. While the contractors shall be quoting from their own offices/ place of their choice, internet connectivity and other paraphernalia requirements shall have to be ensured by contractors themselves. In the event of failure of their internet connectivity due to any reason whatsoever it may be, it shall be the bidder’s responsibility.

2. In order to ward-off such contingent situation(s), bidders are requested to make all the necessary arrangements/ alternatives such as back-up power supply etc. Or whatever required so that they are able to circumvent such situation and still be able to participate in the e-tendering successfully.
3. Failure/ breakdown of power supply at the premises of contractors during the e-tendering cannot be the cause for not participating in the e-tendering. On account of this or any other reasons whatsoever it may be, the time for the e-tendering will not be extended and SBIIMS shall not be responsible for such eventualities.

4. M/s. E- Procurement Technologies Ltd. shall arrange to assist your nominated person(s), without any cost to you. They shall also explain you all the rules related to the e-tendering. You are required to give your compliance on it before start of bidding process.

5. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian Currency & Unit of Measurement will be displayed in Online e-tendering.

6. BID PRICE: The Bidder has to quote the rate as per the tender document provided by SBIIMS.

7. VALIDITY OF BIDS: The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.

8. Procedure of e-tendering:

   **Online e-tendering:**

   a) The Technical as well as Price Bids will be available on the e-tendering portal of our service provider during the period specified in the NIT.

   b) Online e-tendering for Price Bid submission through SBIIMS’s approved e-tendering service provider shall be open to empanelled contractors of SBI.

   c) The Price-Bid shall be made available online by the e-tendering service provider wherein the contractors will be required to fill-in their item-wise rates for each item.

   d) The Contractors are advised not to wait till the last minute to submit their online item-wise quote in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, server problems etc. or any other reason whatsoever it may be.

   e) It is mandatory to all the bidders participating in the price bid to quote their rates for each and every item.

   f) In case, contractor fails to quote their rates for any one or more tender items, their tender shall be treated as “Incomplete Tender” and shall be liable for rejection.

9. LOG IN NAME & PASSWORD: Each bidder is assigned a unique User Name/ Login Id & Password by M/s. E-Procurement Technologies Ltd. The Bidders are requested to change the password after the receipt of initial password from M/s. E-Procurement Technologies Ltd. All bids submitted from the Login Id given to the bidder will be deemed to have been submitted by the bidder.

10. BIDS SUBMITTED BY BIDDER: Bids will be taken as an offer to execute the work as specified. Bids once submitted and accepted by Bank, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the L-
1. Bidder backs out or fail to complete the work as per the rates quoted, SBIIMS shall be at liberty to take action as deemed necessary including de-panelling such contractors and forfeiting their EMD.

11. At the end of the e-tendering, SBIIMS will decide upon the winner. SBIIMS decision on award of contract shall be final and binding on all the bidders.

12. SBIIMS shall be at liberty to cancel the e-tendering process / tender at any time, before ordering, without assigning any reason whatsoever.

13. SBIIMS or its authorized e-tendering service provider M/s. E- Procurement Technologies Ltd. shall not have any liability to bidders for any interruption or delay in access to the e-tendering service provider site/ portal, irrespective of the cause.

14. OTHER TERMS & CONDITIONS:
   a. The Bidder shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other suppliers/ bidders.
   b. The bidder shall not divulge either their bids or any other exclusive details of SBIIMS to any other party/ bidders.
   c. SBIIMS/ SBI decision on award of contract shall be final and binding on all the bidders.
   d. SBIIMS reserve their rights to extend, reschedule or cancel any e-tendering within its sole discretion.
   e. SBIIMS its authorized e-tendering service provider M/s E- Procurement Technologies Ltd. is not responsible for any damages, including damages that result from, but are not limited to negligence.
   f. SBIIMS or its authorized e-tendering service provider M/s E- Procurement Technologies Ltd. will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc. or any other reason whatsoever it may be.

N.B.:
- All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online e-tendering process.
DETAILS OF PREMISES

INTEGRATED FACILITY MANAGEMENT SERVICES (HOUSEKEEPING & MAINTENANCE SERVICES) FOR BRANCHES / OFFICES OF STATE BANK OF INDIA, REGIONAL BUSINESS OFFICE - 4 (R&DB), HALDWANI

SITE OF WORK / AREA OF SERVICES (HOUSEKEEPING & MAINTENANCE):

The site of work will be broadly but not limited to as mentioned under:

I. Following premises of Branches / Offices of State Bank of India, RBO – 4 (R&DB), Haldwani

<table>
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<tr>
<th>S No</th>
<th>Branch Code</th>
<th>Branch Name</th>
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<tr>
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<td>646</td>
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<tr>
<td>3</td>
<td>668</td>
<td>KASHIPUR</td>
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<tr>
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<td>687</td>
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<td>10</td>
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<td>BHOWALI</td>
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<td>1812</td>
<td>JASPUR</td>
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II. Open/ closed space, stair cases, lift lobbies, toilets, pantries, corridors/ reception and other facilities/ utilities etc. at the above mentioned floors/ connecting above mentioned floors.

III. Ceiling, walls and terraces of the building at above mentioned floors including external façade (from inside), drainage of clogged drains / sewer lines etc. complete.

**Note:** There may be marginal variations in area on either side. No extra claim will be entertained for variation in area of the premises as mentioned above.
GENERAL CONDITIONS OF THE CONTRACT

1. DEFINITIONS:

In the contract, the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

‘The Contract’ means the documents forming the tender and acceptance thereof and the formal agreement executed between SBI and the contractor, together with the documents referred to therein including these conditions and other instructions issued by the Bank from time to time and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

‘Employer / Bank’ means State Bank of India, Regional Business Office - 4 (R&DB), Haldwani.

‘Competent Authority’ means authority nominated to exercise power of approval, sanction and acceptance concerning administrative, financial and technical aspects of transactions done on behalf of the Bank.

‘The Contractor or Contractors’ means the firm, company or person engaged by the Bank to carry out the work. It shall also include their legal representative(s), successors or assigns.

‘Site’ means Branches / Offices of State Bank of India, Regional Business Office - 4 (R&DB), Haldwani, where the works are to be carried out.

‘Contract value’ means the value of the entire work as stipulated in the work order subject to such additions thereto or deductions there from as may be made under the provision herein after contained.

‘The schedule of quantity’ means the schedule of quantity as specified and forming part of this contract.

‘Works’ or ‘work’ means the work(s) described in the “Scope of Work” and/or to be executed in accordance with the contract and includes labour, materials, apparatus, equipment of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

‘Month’ means calendar month.

‘Week’ means seven consecutive days.

‘Day’ means a calendar day beginning and ending at 00 hrs. and 24 hrs. respectively.

Where the context so requires, words imparting the singular only also include the plural and vice versa; and, any reference to masculine gender shall include feminine gender and vice versa.
2. LANGUAGE:

The language in which the contract documents shall be drawn shall be English.

3. INSPECTION OF SITE:

The tenderers are advised to inspect the premises and finishes (glass, aluminum composite panel, aluminum sections, wooden/ glass partitions, crystalline glass, Italian marble, granite, tiles, wooden flooring, architectural features, sculptures, paintings, planters, carpets, stainless steel cladding, veneer cladding, laminate cladding, wallpaper claddings, paints, polishes or any other finishes etc. which may not have been specifically mentioned here) before quoting their rates. It is expected that tenderers will provide high quality services without damaging the existing finishes provided in the various areas of the premises.

4. CONTRACTOR TO INFORM HIMSELF FULLY:

The service contractor shall be deemed to have carefully examined the work, site conditions including labour availability, various conditions, job requirements, schedules of equipment and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carry out their own investigations to arrive at the rate(s) to be quoted in the tender. In this regard, they will be given necessary information available with the Bank. If the contractor shall have any doubt as to meaning of any portion of the conditions, or the scope of work or any other matter concerning the contract, he shall in good time, before submitting his technical and price bids, ascertain the particulars thereof by contacting the concerned officials before tendering. Once the tender is submitted by the contractor, the matter will be decided according to contract conditions. For clarifications / doubts, the contractors may make contact this office SBI Infra Management Solutions Pvt. Ltd., State Bank of India, Kaladhungi Road, Kusumkhera, Haldwani, Dist – Nainital - 263139, as detailed in the NIT.

5. WORK TO BE CARRIED OUT:

The work to be carried out under the contract shall, except as otherwise provided in these conditions, include but not limited to all labour, materials, tools, plants and equipment which may be required for carrying out the work, satisfactorily.

6. SUFFICIENCY OF TENDER:

The Contractor shall have deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rate(s) and price(s) quoted in the Schedule of Quantity/ Price Bid, which rate(s) and price(s) shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for carrying out the work, satisfactorily.

7. AWARD OF CONTRACT:

(i) The Bank will award the work to the successful lowest tenderer whose tender has been determined to be substantially responsive and has been determined as
successful evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract, satisfactorily.

(ii) The Bank reserves the right to increase or decrease the quantum of service to be provided and also reserves the right to cancel or revise any or all the tenders or part of tender thereof without giving any reasons thereto with no cost to the Bank.

(iii) The Bank reserves their rights to split the scope of work to different agencies within its sole discretion.

(iv) If the scope of work under this tender covers more than one site / offices / complexes / colonies / apartments having separate Price Bids, the SBIIMS/SBI may entrust the work to more than one bidder within its sole discretion and no claim or compensation for the same shall be entertained.

(v) The successful bidder(s) shall be bound to execute separate agreement for each site, if applicable. Also, the Bank reserve their rights to withdraw/ cancel/ delete any work of any site in part or whole thereof any time during the currency of contract by giving one month’s notice in writing without assigning any reasons thereof and the contractor shall have no right to make any representation for the same.

8. SIGNING OF CONTRACT DOCUMENTS/ AGREEMENT

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract with the respective establishments of SBI within 14 days from the receipt of work order. However, the written award of the subject work by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.

9. WORK ORDER:

Within the validity period of the tender, the Bank shall issue a work order by registered post / courier or otherwise handover personally to the contractor to enter into an agreement for carrying out the work as per the terms of the tender. The work order shall constitute a binding contract between the Bank and the Contractor.

10. CONTRACT DOCUMENT:

On receipt of work order from the Bank, the successful tenderer shall be bound to implement the contract and within 14 days thereof, he shall sign an agreement on a non-judicial stamp paper of appropriate value. The contractor shall be furnished; one certified copy of the contract documents. None of these documents shall be used for any purpose other than that of this contract.

11. EARNEST MONEY DEPOSIT (EMD)

The tenderer shall furnish EMD as per NIT in the form of Demand Draft / Banker's Cheque drawn in favour of SBI Infra Management Solutions Pvt. Ltd. No tender shall be considered unless the EMD is so deposited in the required form along with the technical bid of the tender.

No interest shall be paid on EMD.
The EMD of the unsuccessful tenderer shall be returned within 30 days without interest after the decision to award the work is taken.

All compensation or other sums of money payable by the contractor to the Bank under the terms of this contract may be deducted from the Earnest Money Deposit if the amount so permits or from any sums payable to the contractor and the contractor within ten days after such deductions shall make good the amount so deducted.

12. FORFEITURE OF EMD:

Bank reserves the rights to cancel the order and forfeit the EMD if,
   a. Security Deposit is not submitted within the stipulated time or
   b. Agreement is not entered within stipulated time or
   c. If the tenderer revokes his tender during the period he is required to keep his tender open for acceptance by the Bank or
   d. The tender is accepted by the Bank but the contractor fails to enter into a formal agreement or
   e. Fails to commence the work within the stipulated time or.
   f. Minimum wages quoted in the Price Bid by the contractor are below the wages specified by the Central Government (Chief Labour Commissioner, Ministry of Labour & Employment, New Delhi) or
   g. If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior or later to signing of contract.

13. SECURITY DEPOSIT:

The successful bidder should submit a Security Deposit for 5% of awarded Annual Contract Value in the form of Demand Draft/ Banker’s Cheque issued by any nationalized /scheduled Bank drawn in favour of State Bank of India, Regional Business Office - 4 (R&DB), Haldwani within fourteen days from the date of award of the work for due performance of the contract.

14. The contractor’s authorized representative shall have to make himself available in the premises during all working hours for regularly supervising the work. For any negligence of the service employed by the contractor or for any loss or damage caused or occasioned by himself, his agents or employees/ workmen in respect of the property of SBI, the contractor shall be personally responsible and shall make good the loss forthwith.

15. All activities of work done under this contract shall be entered in a register on a daily basis so that complete record of all the works performed is maintained and signed with date by both parties viz., persons/ officer-in-charge authorized for and on behalf of Bank and the contractor each day on completion of work.

16. Without prejudice to any rights or remedies under this agreement if the contractor dies, the Bank authorities shall have the right to terminate this agreement without any liability whatsoever as regards execution of the work for the balance contract period after the death of the contractor.

17. INSURANCE OF WORKMEN/ EMPLOYEES:
• Before taking up the work, the contractor shall, obtain at their own cost and submit to the Bank, a third-party insurance policy, in original, issued by any Public-Sector Insurance Company. Nothing extra shall be payable to the contractor by the Bank on this account.

• The policy should be issued in the joint names of Bank and contractor with Bank’s name appearing first. All labour / persons should be covered under the insurance for insured sum of Rs 5 lac each, for any type of accident/ incidence.

• The contractor shall, from time to time, provide documentary evidence as regards payments of premium for all insurance policies for keeping them valid till the completion of the services.

• Without prejudice to any of its obligations and responsibilities specified above, the contractor shall, within 10 days from the date of issue of work order, submit documentary evidence as required by the Bank in support of having obtained requisite insurance cover.

• No work shall be taken up by the Contractor at site unless the Insurance Policies as mentioned above are obtained.

• Also, no payment shall be made to the Contractor on expiry of insurance policies unless renewed by them and renewed policy is submitted with the Bank. Nothing extra shall be payable to the contractor by the Bank on this account.

• 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 services under these presents

18. ASSIGNMENT, SUBLETTING AND CONTRACTOR’S SUPERINTENDENCE:

The whole of work included in the contract shall be carried out by the contractor and he shall not directly entrust and engage or indirectly transfer assign or underlet the contract or any part or share thereof or interest therein without the written consent of the Bank and no undertaking shall relieve the contractor from the responsibility of the contractor from active superintendence of the work.
In case of breach, the Bank shall be at liberty to serve notice and rescind the contract along with forfeiting of the security deposit.

19. PROTECTION OF WORKS AND PROPERTY:

The contractor shall continuously protect the Bank’s properties from damage or loss arising in connection with contract. Contractor shall make good any such damage, injury, loss resulting due to his fault or negligence. In case the contractor fails to make good the losses caused to the Bank due to his fault or due to negligence of his staff, Bank reserves the right to invoke the security deposit as stated above to cover such losses.
The contractor shall take all precautions for safety and protection of his labour employed on the works and shall also comply with all applicable provisions of safety laws and building codes of government and local bodies to prevent accidents, or injuries to persons or property in or adjacent to his place of work. The contractor shall take insurance covers as specified elsewhere in the contract at his own cost. The policy shall be taken in joint names of the Bank and the contractor.

In case of flooding of site on account of rain or any other cause or act of God and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained notwithstanding any other provisions elsewhere in the contract.

20. CONTRACTOR TO SUPPLY TOOLS & PLANTS ETC.:

- The list of major equipments to be deployed by the contractor should be enclosed.

- The equipments to be kept on site should be reasonably new and the contractor should submit the copies of the purchase bills to Bank.

- The contractor should ensure that the equipment provided, at site, is operatable and functional conditions at all times.

21. WAGES TO BE PAID:

The Bank will pay the Contractor the said contract amount, (hereinafter referred to ‘the Contract Sum’) or such other sum as shall become payable hereunder at the times and in the Price Bid and the said conditions.

The payment will be made as per actual manpower deployed for the housekeeping works and on satisfactory completion of the work and on submission of the bill. For repair and maintenance works, as and when required, contractor will be reimbursed actual cost of approved material purchased plus handling charges @ applicable specified rates for different types of works (as mentioned in the scope of work) which shall also include the cost of labour and the contractor will also provide a rate list of items generally used/ estimate for the work and will get the rates approved from the Bank before execution of such repair and maintenance works.

All payments by the Bank under this contract will be made only at Delhi in Indian Rupees and shall be within 2 to 3 weeks from the submission of bills including period of checking subject to bills being complete in all respects as mentioned in the tender and, in the format, to be mutually agreed.

All taxes prevailing during the currency of contract shall be payable by the contractor within the accepted tender amount only and the Bank will not entertain any claim whatsoever in this respect except GST.

That the terms of this contract have been read by the contractor and fully understood by him/them. The contractor shall not be entitled for the payments for the quantities beyond the tendered quantities unless ordered for, by specific instructions with prior approval from the Bank.
The rate quoted shall be inclusive of house rent allowance, overtime, conveyance, food expenses etc. and the Bank shall not be responsible for any payment towards the above components.

The following components should necessarily be present in the pay structure applicable to the housekeeping labour and the break-up of same should be submitted by the contractor in their price bid:

- Basic Pay
- D.A.
- EPF
- ESIC
- Bonus
- Any other statutory compliances (If and whenever applicable), as in detailed in price bid.

Please note that all the above components should be necessarily present in the pay structures to be adopted /paid to all the categories of labour.

The contractor shall compulsorily submit the detailed pay structures to be given to each of his categories of labour (along with components as mentioned above) in the price bid. The price bids quoted without complying minimum wages amounts along with other statutory component(s) shall be summarily rejected/ disqualified without assigning any reasons whatsoever.

22. PROCUREMENT OF CLEANING AND OTHER MATERIALS:

All the cleaning materials and consumables (as per list enclosed in the price bid) required for the work shall be supplied by the contractor within their quoted rates only. All the cleaning materials shall be of make approved by the Bank.

23. UNIFORM:

The contractor shall provide New Uniform (with company’s name and logo/badge) including Seasonal Outfit, Safety Shoes, Helmet, Safety Belt, Hand Gloves, Personal Protective Equipment (s), Necessary Tools, Training, Medical etc to all its workmen/employees deployed in the premises within the quoted rate(s).

24. PAYMENT OF BILLS BY THE BANK:

Neither any advance nor any loan from any Bank or financial institution shall be recommended on the basis of subject Work Order or Award of Work.

The payment of your monthly bills in respect of the captioned contract shall be paid by the Bank only after all documents as indicated below are submitted along with the bill:

i. PF and ESIC challans for the previous month for deposited of these components in the respective accounts of labour deputed at the subject Bank premises.

ii. A separate sheet mentioning the names of the labour deputed at the subject Bank premises.
iii. Proof of minimum wages/ salary amounts credited in the Bank account of individual labour deputed at the subject Bank premises.

iv. Statements of amount of PF & ESIC deposited in the respective account of the labour deputed at the subject Bank premises. The statement should have the PF & ESIC number of the labour and the contractor shall fix his official seal and signature on the statement.

v. A separate covering letter undertaking that the PF & ESIC amounts have been credited rightly in the respective account of the labour deputed at the subject Bank premises, as per the statement enclosed.

vi. For labours that are out of the ESIC ambit, clear details of number of labour covered under ESIC and labour compensation policy shall be indicated.

vii. The original minimum wages/ salary register, duly signed by labour deputed at the subject Bank premises, in token of receipt of payment for the previous month by them, should be submitted for certification of Officer-in-Charge of the Bank, as the principal employer, every month.

viii. Copy of GST paid bills/ invoices in support of claims of all the materials (cleaning materials supplied at the premises as per items listed in price bid during the month) duly counter signed by the Officer-in-charge of the Bank confirming the procurement and actual supply of the specified quantity of the materials, at the subject premises, for use of all such materials, at the subject Bank premises. Register for supply and consumption of cleaning material is to be maintained by the Contractor on monthly basis and the same is to be got checked and signed from Officer-in-charge of the Bank for the purpose of monthly payment.

25. Whenever under the contract any sum of money shall be recovered from, or payable to the contractor, the same shall be paid by the contractor on demand. Bank may also deduct such amounts from any dues of the contractor or from any sum which at any time there after becomes due to the contractor under the contract or under any other contract or from his security deposit, in respect of this work or in respect of any otherworks in the Bank.

26. If Bank engages labour to complete any part or whole of the work as per this contract for any period, due to failure of the contractor to engage adequate number of workers, in that event, contractor has to reimburse to the Bank, the entire extra cost involved, on this account.

27. WORK ON SUNDAY AND HOLIDAYS:

The contractor has to arrange for engaging his labour on Sunday and holidays, for thorough deep cleaning of the internal and external areas or pest control, as required by the Bank. No extra payment on this account will be made by the Bank. However, in such cases there will be one weekly holiday for each of such labour, on rotation basis.

28. ADDITIONAL WORK:

Should any new areas of work transpire, which the Bank considers were not envisaged, as being part of this tender, the prices for the new scope of work shall be mutually decided and agreed upon between the Bank and the contractor based on actual rate analysis on established norms. In the event of non-agreement of the rates, the Bank reserves the right to get the same carried out through any other agency so appointed for.
29. COMPLIANCE WITH ALL STATUTORY REQUIREMENTS:

The Contractor shall comply with all statutory requirements prescribed by the local as well as state / central government authorities from time to time and submit required proof of compliance to the Bank as and when required by the Bank. The contractor shall produce all the relevant statutory documents for inspection by the Bank and the government authorities.

The contractor shall give all attention towards the cost, if any, required under the said Act, Rules, Regulations and Bye-laws etc. for carrying out the work, and pay all fees payable to such authority/ authorities which shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees etc. and shall indemnify and protect the Bank and its employees against such liabilities and/ or claim arising out of violation of any such laws, ordinances, orders, decrees and shall defend all actions arising from such claims or liabilities.

If the contractor performs any act which is against the law, rules and regulations, he shall meet all the costs and consequences arising there from and shall indemnify the Bank and its employees against any legal actions arising there from.

30. OTHER COMPLIANCES:

The Contractor should ensure compliance of the following for smooth execution of work:

- Identity card should be issued by the contractors to all the labour deputed at the subject Bank premises.
- All labour deputed by the contractor at the subject Bank premises should have in possession Identity Card issued by the contractors at all times during working hours.
- The payment slips for minimum wages/ salary should be issued by the contractors to the labour deputed at the subject Bank premises.
- All labour deputed at the subject Bank premises should bear specified New Uniform (with company’s name and logo/badge) including Seasonal Outfit, Safety Shoes, Helmet, Safety Belt, Hand Gloves, Personal Protective Equipment (s), Necessary Tools, Training, Medical etc.

31. LOCAL LAWS, ACTS, REGULATIONS

The contractor shall strictly adhere to all prevailing labour laws including that of contract labour (Regulation and Abolition Act, 1970) and other safety regulations. The contractors shall comply with the provision of all labour legislation including the latest requirements, percentages and amendments of all the laws, directions and guidelines that are applicable for carrying out the subject work, including but not limited to the following:

- Minimum Wages Act, 1948
- Payment of Wages Act 1936
- Workmen’s Compensation Act 1923 (Amended), as applicable.
- Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971
- Apprentice Act 1961
- Industrial Employment (Standing Order) Act 1946
- Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
The contractor shall be liable to pay all such sum, or sums that may become payable as contribution, compensation, penalty, fine or otherwise imposed by an authority empowered under the relevant act, as per the provision of the said acts, to or on behalf of any labour employed by the contractor at the subject Bank premises.

Any cost incurred by Bank in connection with any claim or proceedings under the said acts or in respect of loss, injury or improper performance of this contract by the contractor or his labour and any amount which may become payable to Bank as aforesaid shall be deemed to be deducted by Bank and will be recovered by the Bank from the contractor.

The Contractor shall keep the Bank saved harmless and indemnified against claims, if any, of the labour and all costs and expenses as may be incurred by the Bank in connection with any claim that may be made by any labour relating to work carried out by the contractor for this contract.

32. CONTRACT PERIOD:

- The work shall be awarded for an initial period of one year from the date of commencement of the work subject to its renewal maximum for one year, on same terms and conditions, on expiry of the current contract period, within sole discretion of the Bank subject to satisfactory performance of the contractor.
- The extension of contract is to the entire discretion of the Bank and cannot be claimed as right of the contractor.
- If the contractor fails to perform any of its duties under this contract and if the Bank is dissatisfied with the services of the contractor during the contract period or extended period of service, the Bank may terminate the services of the contractor, by issuing one month’s notice, in writing, to winding up.

33. DISMISSAL OF LABOUR:

The contractor shall on the request of the Bank immediately dismiss from subject works any person/ labour employed thereon by him, who may in the opinion of the Bank, be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of any claim for compensation or damages against the Bank or any of the Bank official(s) or employee(s). The contractor shall take necessary steps as per law in such situations.
34. TECHNICAL AUDIT / SCRUTINY:

- The Bank shall have right to carry an audit / technical examination of the works and the bill of the contractor including all supporting vouchers, abstracts etc. by any of its official(s) or persons or auditors or organizations, as appointed by the Bank.
- If as a result of the examination or otherwise any sum is found to have been overpaid or over certified, it shall be lawful for the Bank to recover the sum from any payment due to the contractor for such work.

35. RECORDS OF DAILY OPERATION:

The contractor shall maintain and provide comprehensive logbook of cleaning procedure adopted, record of chemicals used, and details of daily record of cleaning activity carried out in all units/ sections/ areas of the premises.

36. INSPECTION BY BANK:

General

- The Bank shall have the right to inspect at all times any tools, instruments, materials / chemicals, staging or equipment used or to be used in the performance of the subject works. The contractor shall make all parts of the subject works accessible for these inspections.

Rejection of work(s) and equipment(s)

- The Bank shall have the right to condemn any or all tools, instruments, materials/ chemicals, equipments or works which does not confirm to the specifications and satisfaction of the Bank.
- The contractor shall be responsible for any breakage/ damage caused by its labour at the subject premises. Breakage/ damage by the labour/ persons/ staff employed by the contractor due to their negligence of any light fixtures, furniture, tiles, mirror, glass, any other fittings/fixtures or any other items not specifically mentioned herewith but provided in the premises will have to be set right by the contractor at his cost within 3 days of such damages. In case of their failure to do so, the Bank shall be at liberty to get the same done from any other agency at the contractor’s risk, cost and consequences.

37. REPORTING AND RECORD KEEPING:

Management reporting and process reviews

The Bank shall approve the format for the monthly report to be submitted by the contractor along with every monthly bill.

Operating Meetings

During the early stages of the agreement, it is expected that the frequent operation meetings will be required between the contractor’s personnel/ manager/ supervisor controlling/ monitoring the services of the contractor in the subject premises and Bank’s representative/s to discuss priorities to establish satisfactory reporting procedures. The contractor shall make the appropriate personnel/ manager/ supervisor controlling/ monitoring the services of the contractor in the subject premises available for attending all these meetings.
Performance Review Meeting
Performance review meetings shall be held quarterly to review the overall performance of the contractor. The senior management of the contractor or the owner/proprietor himself and Bank’s representative/s shall attend these meetings.

Quality Assurance

The contractor shall implement a quality system in accordance with ISO standards. The contractor shall develop, in conjunction with the Bank’s representative/s, the standards of service to be provided and how performance to be measured and monitored.

38. FORCE MAJEURE:

“Force Majeure” shall mean any event beyond the control of SBIIMS/SBI or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

a. War, hostilities, invasion, act of foreign enemy and civil war;
b. Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
c. Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
d. Earthquake, fire, flood or cyclone, or other natural/manmade disaster;

As soon as reasonably practicable but not more than 48 (Forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following, in reasonable detail:

i. The date of commencement of the event of Force Majeure;
ii. The nature and extent of the event of Force Majeure;
iii. The estimated Force Majeure Period,
iv. Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the contract is affected by the Force Majeure.
v. The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
vi. Any other relevant information concerning the Force Majeure and/or the rights and obligations of the Parties under the Contract.

39. ACCIDENTS:

The contractor shall immediately on occurrence of any accident during carrying out the work report such accident to the Bank. The contractor shall also report such accident immediately to the concerned authorities whenever such report is required to be lodged by law and take appropriate actions thereof.
The contractor shall submit report of all accidents, fires and property damage, dangerous occurrence to the authorized/ concerned Bank officials immediately after such occurrence, but in any case, not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by the Bank. In addition, the contractor shall also submit periodic reports to the authorized/ concerned Bank officials on safety from time to time, as prescribed by the Bank.

40. LABOUR/ WORKMEN:

i. The contractor shall employ suitable labour qualified and skilled to carry out the respective work entire to the satisfaction of the Bank.

ii. The contractor shall submit to the Bank at the intervals specified by Bank, a distribution of the number and description of labour employed in carrying out various works/ activities.

iii. The Contractor shall submit on every month to the Bank, a statement showing in respect of the preceding month:
   (a) The number of labourers employed by them on the work.
   (b) Their working hours.
   (c) Minimum wages/ salary amounts credited in the Bank account of individual labour deputed at the subject Bank premises.
   (d) The accidents occurred, if any, during the said month showing the circumstances under which they happened and the extent of damage and injury caused by them.
   (e) The number of female workers, if any who have been allowed maternity benefits as provided in the Maternity Benefit Act, 1961 or Rules made there under and the amount paid to them.

iv. The contractor shall apply and obtain Labour License under the Contract Labour (R&A) Act, 1970 and comply with the relevant provision of this Act, in respect of the labour employed by him for executing this contract. The contractor shall furnish to the Bank all necessary returns submitted by them to the concerned authorities.

v. The minimum age of the labour employed shall not be below 18 years.

vi. The contractor should take independent numbers for all his labour under EPF Act 1952 and ESI Act 1948 and shall cover all his labour under the Employee’s Provident Fund Schemes and Employees State Insurance Act 1948 and show proof of payment of subscriptions/ contribution amounts to the concerned authorities and the same have been credited rightly in the respective account of the labour deputed at the subject Bank premises.

vii. Before taking up the work, the contractor shall, obtain at their own cost and submit to the Bank, a third-party insurance policy, in original, issued by any Public-Sector Insurance Company. Nothing extra shall be payable to the contractor by the Bank on this account. The policy should be issued in the joint names of Bank and contractor with Bank’s name appearing first. All labour/ persons should be covered under the insurance for insured sum of Rs 5 lac each, for any type of accident/ incidence.

viii. As regards Employees State Insurance Act, the contractor shall submit copies of the challans of monthly remittance of the contributions (both the employee’s contributions and his own contribution there on) to the ESI corporation in respect of the labour deputed by the contractor at the subject Bank premises for the subject work for the contract period before any payment is released by Bank.
ix. As regards the Employees Provident Fund and Miscellaneous Provision Act 1952 and rules and regulations and schemes framed there under, contractor shall be liable to remitt the contributions (both the employee’s contributions and his own contribution there on) under the Act in respect of all labour deputed by the contractor at the subject Bank premises for the execution of the contract. For this purpose, contractor shall indicate the number obtained by him from the Regional Provident Fund Commissioner Office and produce the copy of the challan/ receipt of monthly remittance of the contributions in respect of the labour deputed by the contractor at the subject Bank premises for the subject work for the contract period before any payment is released by Bank.

x. Contractor shall also furnish such returns as are due under the Act, if any, to be sent to the appropriate authorities through the Bank.

xi. The contractor shall be fully responsible for the consequences arising out of default of any Act, Rules, Regulations and Bye-laws etc. for carrying out the work and Bank may treat it as breach of contract and reserves the right to terminate the contract.

xii. The contractor shall pay minimum wages to his labour deputed by the contractor at the subject Bank premises at the rates as applicable under the Minimum Wages Act as per Central Government guidelines for relevant categorie(s) of labour engaged for the subject work.

xiii. The contractor shall disburse the minimum wages/ salary amounts through credited in the Bank account of individual labour deputed at the subject Bank and account statement should be enclosed along with the monthly bill.

xiv. The period of duty hours is eight hours per day per labour. Overtime shall be kept to the barest minimum through upkeep of efficiency and alertness. The rate quoted shall be inclusive of house rent allowance, overtime, conveyance, food expenses etc. and the Bank shall not be responsible for any payment towards the above components. Wherever the duty hours of the respective employee/ workmen/ technician etc. is exceeding eight hours, it will be sole responsibility of the contractor to ensure relief arrangements and to quote their rates in this tender accordingly.

xv. Wherever the duty hours of the respective employee/ workmen/ technician etc. is exceeding eight hours, it will be sole responsibility of the contractor to ensure relief arrangements and to quote their rates in this tender accordingly.

xvi. The staff/ labour employed by the contractor shall not find under the influence of alcohol or any abusive substance at any point of time. Further, the mobilization of the labour engaged shall be such that they maintain the dignity of the office at all time and any incident of mobilization or indecency is noticed at the work place Bank shall have the right for asking replacement of such labour employed by the contractor.

xvii. The contractor will at his own expense arrange to get the medical examination done of the labour engaged by him, once in a year and retain on record the medical report and ensure that, the labour deployed at the subject premises of the Bank are not suffering from any contagious/ virulent diseases. No extra payment will be made by the Bank for conducting such medical examination.

41. TERMINATION:

(a) Bank shall be at liberty to terminate the contract by issuing one month’s notice to the contractor without assigning any reason whatsoever. Bank shall not pay any claim/ compensation by contractor for such termination of contract.
(b) As regards unsatisfactory performance or non-compliance with any of the terms and conditions of the contract by the contractor or abandoning the work, the Bank shall have the right to terminate the contract forthwith with one month’s notice and rearrange the work through other agencies at contractor’s risk, cost and consequences and under such circumstances, the security deposit paid by the contractor shall stand forfeited, besides any other action deemed fit including recommendation for de-paneling the contractor or debarring them in future tendering process.

42. SAFETY CODE – RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF LABOUR, EQUIPMENT, MATERIAL AND ENVIRONMENT:

Before commencing the work, contractor submits a ‘SAFETY PLAN’ to the authorized Bank official(s)/ Officer-in-Charge. The ‘SAFETY PLAN’ shall indicate in detail the measure that would be taken by the contractor to ensure safety of labour, equipment, material and environment during execution of the subject work. The plan shall take care to satisfy all requirements specified hereunder. The contractor shall submit Safety Plan before placing of work order and during execution of the contract. Bank shall have right to review and suggest modification in the Safety Plan. Contractor shall abide by the Bank’s decision in this respect.

The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of Bank or its authorized official(s)/ Officer-in-Charge to prevent loss of human lives, injuries to personnel engaged and damage to property and environment.

The contractor shall provide to its labour and ensure the use of the following personal protective equipment, as found necessary and as directed by the authorized official(s)/ Officer-in-Charge of the Bank:

- Safety Belts conforming to IS-3521:1983.

All tools, tackles, lifting appliances, material handling equipment, scaffolds, cradles, safety nets, ladders, equipment’s etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorized official(s)/ Officer-in-Charge of the Bank who shall have the right to ban the use of any item.

The contractor shall adopt all fire safety measures. Where it becomes necessary to provide and/or store petroleum products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall store the same safely as per the directions of the Bank.

The contractor shall be held responsible for any violation of statutory regulations local, state or central and Bank instructions that may endanger safety of labour, equipment, material and environment in his scope of work or another contractor (s) or agencies. Cost of damages, if any,
to life and property arising out of such violation of statutory regulations and Bank instructions shall be borne by the contractor.

43. INDEMNITY BOND:

- Contractor shall sign an Indemnity Bond in an approved format as per relevant Annexure of this document before starting the work, indemnifying the Bank from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the work place due to non-adherence to safety codes, no following the standard work procedures and for violating rules and regulations for which the contractor shall be solely responsible.

- In case of any damage to property by the contractor, Bank shall have the right to recover the cost of such damages from payments due to the contractor and decision of the Bank shall be binding on the contractor.

- In the event of any damage to the loose furniture, interiors, computers and such other equipment not specifically mentioned herewith or to the existing building structure etc., during carrying out the contract works, the cost of repairing the same including the cost of replacement, if any, will be recovered from the contractor.

- If the contractor fails to improve the standards of safety in its operation to the satisfaction of Bank after being given a reasonable opportunity to do so, and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized official(s)/ Officer-in-Charge of the Bank, the Bank shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice indicating the steps that would be taken by the Bank.

- Before commencing the work, the contractor shall appoint/ nominate his responsible employee to supervise implementation of all safety measures and liaison with his counterpart of the Bank.

44. SETTLEMENT OF DISPUTES AND ARBITRATION:

- Resolution of dispute: In the event of any question, dispute or differences in respect of contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract, arises, the parties may mutually settle the dispute amicably.

- Arbitration: Any dispute and/or difference arising out of or relating to this contract including interpretation of its terms will be resolved through joint discussion of the authorized representatives of both concerned parties. If the disputes are not resolved by discussions then the matter will be referred for adjudication to the arbitration of a single arbitrator to be appointed by mutual consent of the concerned parties. The sole arbitrator would not be past or present employee of the parties. The arbitration proceedings shall be conducted in Delhi and in English language only and in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory re-enactment thereof. The decision of the arbitrator shall be final and binding on the concerned parties. If the
parties are unable to agree upon a sole arbitrator, each party shall appoint one arbitrator and the two arbitrators so appointed by parties, shall appoint the third arbitrator, who shall be the chairman of the Arbitral Tribunal.

- **Applicable Laws:** The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made thereon from time to time.

- **Jurisdiction:** All the suits arising out of the contract shall be instituted in the court of competent jurisdiction situated in Delhi only and not elsewhere.

- **Saving clause:** No suits, prosecution or any legal proceedings shall lie against the State Bank of India or any person(s) for anything that is done in good faith or intended to be done in pursuance of tender/contract.

45. **FORECLOSURE OF CONTRACT IN FULL OR IN PART:**

If at any time after award of the work, the Bank decides to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, they shall inform the contractor in writing to that effect and the Contractor shall have no claim to any payment or compensation or otherwise whatsoever, on account of any loss of profit or advantage which he might have derived from the execution of the works in full, but which he did not derive in consequence of such foreclosure of the whole or part of the works. The contractor shall be paid at the contract rates for works executed, at site.

46. **PROPOSED WORK METHODS, SUPPLIES AND PLAN:**

The Contractor shall be required to prepare and submit a detailed description of the arrangements, sequence and methods of service performance which the contractor proposes to adopt for carrying out the subject work.

The Bank at its sole discretion shall ask at any time for changes in the anticipated work sequence due to operational requirements. Such change in work sequence shall not entitle the contractor to any additional payment.

*The contractor shall be required to submit for the Bank’s approvals a schedule of materials that shall be mobilize for the above services wherever applicable before execution of any work/services. This information shall be submitted with full identification of specific manufacturer’s products together with their catalogues.*

The contractor shall be required to submit for the Banks approval a detailed utilization plan and a detailed labour deployment schedule with details of labour assigned to each task. All comments by Bank will be incorporated and executed by contractor, at no extra costs to the Bank.

The contractor will schedule the cleaning operations in such a way that the premises remain neat and clean all the time. The contractor may deploy his labour in shifts, accordingly, keeping with the prevailing labour law(s) of the state, if the subject works so warrant, under exigencies.
47. PRICES:

The amount quoted and accepted will be binding on the contractor. In case of any change in GST or introduction of any new tax due to Statutory Act of the Government after the date of submission of tenders and during the tender period, the quantum of additional taxes so levied will be allowed to be charged extra as separate item without any change in price structure of the items approved under the tender. Similarly, if there is any waiver/ exemption/ reduction in taxes etc. due to Statutory Act of the Government, the same shall be waved/ exempted/ paid at reduced rates. For claiming the additional cost on account of the increase in tax structure or introduction of any new tax, the contractor should produce proof of any such change or introduction of any new tax by Statutory Act of the Government and for also having paid additional/ new tax on the services provided to the Bank and can claim the same in their invoice.

48. INSOLVENCY:

The competent authority/ authorized official(s)/ Officer-in-Charge of the Bank may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:

i) If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

ii) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or manager, or

iii) If the contractor commits any breach of this contract not herein specifically provided for: provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Bank and provided also that the contractor shall be liable to pay the Bank for any extra expenditure, it is thereby put to but shall not be entitled to any gain on repurchased.

49. CONFIDENTIALITY:

- Information relating to the examination, clarification, evaluation, and comparison of tenders, and recommendations for the award of a contract shall not be disclosed to tenderer or any other persons, not officially concerned with such process, until the notification of contract award is made.

- Any effort by the tenderer to influence the SBIIMS/SBI in the SBIIMS/SBI's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the tenderer's bid.

50. CORRUPT OR FRAUDULENT PRACTICES:
• The SBIIMS/SBI as well as tenderer shall observe the highest standard of ethics during the procurement and execution of such contracts.

• “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and.

• Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the detriment of SBIIMS/SBI and includes collusive practice among tenderer(s) (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the SBIIMS/SBI of the benefits of free and open competition.

• “Collusive practice” means a scheme or arrangement between two or more tenderers, with or without the knowledge of the SBIIMS/SBI, designed to establish tender prices at artificial, non-competitive level; and.

• “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of the contract.

• The SBIIMS/SBI will reject a tender for award if it determines that the tenderer recommended for award has directly or through an agent engaged in corrupt or fraudulent practices in competing for the contract in question.

• The SBIIMS/SBI will declare a firm or individual as ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

51. PENALTIES /LIQUIDATED DAMAGES:

• The contractor shall disburse minimum wages/ salary to its deployed manpower as per Central Govt. Minimum Wages Act latest by 15th of every month, failing which penalty equivalent to one-day salary (Basic + DA) per delayed day shall be credited by the contractor into the account of the respective labour whose salary has been delayed, apart from his regular remuneration as per norms which the contractor is bound to pay to him. Proof of the same shall be submitted to the Bank along with the bills of the next month. If such scenario continues for a period of three continuous months then the contract shall be liable to be terminated and Security Deposit shall be forfeited by the Bank. The Bank will have the power to appoint any other agency for the manpower services at the risk and cost of the contractor.

• The contractor has to maintain adequate number of labour as per this contract and also arrange a pool of standby labour/supervisor. If the required number of
labour/ supervisor(s) is less than specified number as mentioned in the contract, a **penalty of Rs.1000/- per absentee per day** shall be deducted from the bill(s).

- In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring labour/ services in the event of contractor failing to provide requisitioned number of labour or approved quality and quantities of materials, the Bank shall make deductions at double the rate of hiring rate for workmen or cost of materials on pro-rata basis from the bills submitted by the contractor or that may become due to the contractor under this or any other contract or from the security deposit or may be demanded from the contractor to be paid within seven days to the credit of the Bank. If the contractor fails to improve and perform as per the satisfaction of the Bank within seven days, Bank shall be at liberty to terminate the contract by issuing one month’s notice to the contractor without assigning any reason whatsoever. Bank shall not pay any claim/ compensation by contractor for such termination of contract.

- **An amount of Rs.2500/- will be levied as liquidated damages per day per floor** for of the premises from the contractor whenever and wherever if found that the work is not up to the mark. If the contractor fails to improve and perform as per the satisfaction of the Bank within fifteen days, Bank shall be at liberty to terminate the contract by issuing one month’s notice to the contractor without assigning any reason whatsoever. Bank shall not pay any claim/ compensation by contractor for such termination of contract.

- Under any circumstances the collected wastes should not be burnt or dumped inside the premises or campus. In case of any such observation by the Bank, the contractor shall be penalized up to 5% of the monthly bill amount which will deducted from any bills/ dues of contractor.

52. PRICE VARIATION CLAUSE:

Price variation for labour/ workmen minimum wages component: Bidders may please note that all rates (manpower, material(s) etc.) quoted by the them shall remain fixed and valid for a period of one year i.e. initial contract period from the date of commencement of work and no escalation/ price increase, whatsoever shall be considered during this period. Accordingly, contractor has to take due care on this account and make suitable calculations and provisions at their end while quoting the rates in the price bid.

The Bank may consider renewal of contract for another one year on the same terms and conditions except only minimum wages which shall only be considered for revision (increase/ decrease) as per Central Government Minimum Wages Rate norms prevailing at that material time provided that the services rendered by the contractor during initial contract period are found satisfactory. No price escalation on account of cost of cleansing material components, other administrative charges and contractor’s profit etc., will be allowed during the initial/ renewed contract period. However, renewal of contract for another one year is discretion of the Bank and the contractor shall have no right to claim for the same.

53. VALIDITY OF CONTRACT:
The contract, if awarded, shall be valid for an initial period of 1 (one) year from the date of commencement of work subject to the renewal, solely at the discretion of the Bank, for another one year on the same terms and conditions after expiry of initial contract period of one year subject to satisfactory performance. However, renewal of contract for another one year is discretion of the Bank and the contractor shall have no right to claim for the same. In case of breach of contract or in the event of not fulfilling the minimum requirements/ statuary requirement/ satisfactory services etc. or due to any other reason not specifically mentioned herewith, the Bank shall have the right to terminate the contract forthwith at any time during the initial or renewed contract periods, in addition to forfeiture of the security amount deposited by the contractor and initiation of necessary action as deemed fit including recommendation for de-panelment of the contractor, solely at the discretion of the Bank.

54. ASSIGNMENT AND SUBLETTING:

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.

55. SEXUAL HARASSMENT:

The Contractor shall be solely responsible for full compliance with the provision of the “Sexual Harassment of Women at Work Place (Prevention, Prohibition and Redressal) Act, 2013”

i. In case of any complaint of sexual harassment against its workwomen/ employee/s, the complaint will be filed before the Internal Complaints Committee constituted by the contractor and the contractor shall ensure appropriate action under the said Act in respect to the complaint.

ii. Any complaint of sexual harassment from any aggrieved employee of the State Bank of India (SBI) against any workmen/ employee/s of the contractor shall be taken cognizance of by the State Bank of India (SBI) and suitable action as per norms/ law shall be initiated by SBI.

iii. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the workmen/ employees of the contractor, for instance any monetary relief to Bank’s employee(s), if sexual harassment/ violence by the workmen/ employee of the contractor is proved.

iv. The contractor shall be responsible for educating its workmen/ employees about prevention of sexual harassment at work place and related issues.

56. NON-DISCLOSURE:

The contractor shall not disclose directly or indirectly, knowingly or unknowingly, any information, materials and details of the State Bank of India’s infrastructure/ systems/ equipment/ documents/ assets etc. or any other things not specifically mentioned herewith, which may come to the possession or knowledge of the contractor during the course of discharging contractual obligations in connection with this contract, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The contractor shall not publish, permit to be
published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The contractor shall take all appropriate actions with respect to its workmen/employees to ensure that the obligations of non-disclosure of confidential information under this contract are fully satisfied. The contractor’s obligations with respect to non-disclosure and confidentiality will survive even after the expiry or termination of this contract/agreement for whatever reason(s).
SCOPE OF WORK

The bidders are required to provide Integrated Facility Management Services (Housekeeping & Maintenance Services) for Branches / Offices of State Bank of India, Regional Business Office - 4 (R&DB), Haldwani.

Note: There may be marginal variations in area on either side. No extra claim will be entertained for variation in area of the premises as mentioned above.

The brief details of scopes of Housekeeping & Maintenance Services are broadly but not limited to as mentioned under mentioned below:

A. HOUSEKEEPING SERVICES:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Nature of Services</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sweeping &amp; Cleaning:</td>
<td>Daily</td>
</tr>
<tr>
<td></td>
<td>- Sweep and clean all floor areas, passages, corridors, open/ closed space, stair cases, lift lobbies, toilets, pantries, corridors/ reception and other facilities/ utilities etc. at the above mentioned floors/ connecting above mentioned floors etc.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Damp mopping of tiles, vitrified floors, staircases, sidewalls and entrance areas.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Floors shall be made free of stain, dirt, mud, sand, footprints, liquid spills, and other debris.</td>
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</tr>
<tr>
<td></td>
<td>- Chairs, computers, keyboards, trash, receptacles, and easily movable items shall be moved to clean underneath.</td>
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</tr>
<tr>
<td></td>
<td>- During inclement weather, the frequency of cleaning 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 water standing.</td>
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<tr>
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<td>- After sweeping all vitrified tile/ stone floor areas would be machine cleaned.</td>
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<td>- Sweep clean of debris from walkways and hose clean them during appropriate climatic and water use conditions.</td>
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<td>- Daily cleaning of lift cabins/ cars mirrors &amp; doors at all the subject floors.</td>
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</tr>
<tr>
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<td>- Removal of stagnant water.</td>
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</tr>
<tr>
<td></td>
<td>- Maintain high standards of cleanliness and hygiene at all assigned areas throughout the premises.</td>
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<tr>
<td></td>
<td>- During monsoon season the contractor has to ensure periodic cleaning of all areas of the premises with suitable materials for removing the algae / green patches formation.</td>
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</tr>
<tr>
<td>2</td>
<td>Vacuuming:</td>
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</tr>
<tr>
<td></td>
<td>- Vacuuming all carpets, runners and carpet protectors so that they are free of dirt, lint, mud, etc.</td>
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<tr>
<td></td>
<td>- Heavy industrial type vacuum cleaner would be used to ensure adequate cleaning. When completed, the area shall be free of all litter, lint, loose soil and debris.</td>
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</table>
original position.

- All sofa-sets/ chairs, revolving/non-revolving cushioned chairs cushioned stools, curtains, venetian/vertical fabric blind, roller blinds etc.

<table>
<thead>
<tr>
<th>3</th>
<th>Toilets/ Washrooms Cleaning:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Thorough cleaning and sanitization of all washrooms/ toilets, bathrooms including all sanitary fittings, wash basins, water closets, urinals, sinks, cp fittings and spray facilities etc using suitable non-abrasive cleaners and disinfectants. All surfaces shall be free of grime, soap, mud and smudges.</td>
</tr>
<tr>
<td></td>
<td>Cleaning of mirrors, glass doors, glass windows etc.</td>
</tr>
<tr>
<td></td>
<td>Replenishment of approved paper towels, toilet paper, liquid soap, urinal cubes, naphthalene balls, odonil, etc. in all the toilets &amp; wash rooms.</td>
</tr>
<tr>
<td></td>
<td>Opening and drainage of clogged drains / sewer lines etc. complete, whenever required, on daily basis.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4</th>
<th>Trash Removal:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Emptying all waste paper baskets from subject floor areas and washing or wiping them clean with damp cloth, replacing plastic waste paper basket linings and returning items where they were located.</td>
</tr>
<tr>
<td></td>
<td>All waste from waste paper baskets will be collected and deposited in the campus/ building's waste containers.</td>
</tr>
<tr>
<td></td>
<td>Dry &amp; wet garbage would be segregated and temporarily collected into garbage bins in designated area within the premises and later deposited in the campus/ building's waste appropriate containers.</td>
</tr>
<tr>
<td></td>
<td>Collection of old newspapers, bundling &amp; shifting to specified place.</td>
</tr>
<tr>
<td></td>
<td>All the wastes, trash, debris, garden waste etc. has to be disposed from the premises on daily basis as per the guidelines of NDMC/ other concerned authorities/ building maintenance agencies. Any co-ordination and liaison in this regard with NDMC/ other concerned authorities/ building maintenance agencies has to be carried out by the contractor.</td>
</tr>
<tr>
<td></td>
<td>Under any circumstances the collected wastes should not be burnt or dumped inside the premises/ building/ campus. In case of any such observation by the Bank, the contractor shall be penalized up to deduction of 5% of bill amount from the monthly bills payable to contractor.</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
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<th>Glass Surface Cleaning:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>All glasses at entrance doors and windows of the premises would be cleaned using damp and dry method.</td>
</tr>
<tr>
<td></td>
<td>Glass table tops, cabin doors, cabin partitions and glass accessories would also be cleaned.</td>
</tr>
<tr>
<td></td>
<td>Removal of grease marks or fingerprints on glass counters</td>
</tr>
</tbody>
</table>

To be carried out daily on hourly basis

Daily
and partitions. This cleaning is to be done using approved all-purpose cleaner and lint free cloth or paper towels.

<table>
<thead>
<tr>
<th></th>
<th>Spot Carpet Cleaning:</th>
<th>Daily</th>
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</thead>
<tbody>
<tr>
<td>7</td>
<td>• Spot clean carpets whenever necessary to remove stains, using appropriate products, chemicals etc.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Damp &amp; Dry Cleaning:</th>
<th>Daily</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>• Wipe clean all white boards of meeting rooms, conference rooms etc with permission of the Bank.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Wipe clean all table tops of workstations, cubicles and other furniture and fixtures.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Conference Rooms</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Meeting Rooms</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Pantry</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Cleaning includes cleaning of glass windows, ceiling, marble cladding, carpets, chairs, blinds/curtains, attached service rooms/bath/toilets, pantry etc.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Shifting of Furniture:</th>
<th>As and when required</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>• Workmen shall arrange for shifting of chairs, tables, cupboards, e-wastes, monitors, computers, printers, furniture etc. within the premises using suitable trolley as per instructions of officials of Bank.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Deep Cleaning:</th>
<th>Weekly</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>• Stairways, surrounding common areas, open/closed terraces, generator rooms, AHU rooms, car parking etc.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Ceiling, walls, partitions, etc.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Washrooms/toilets, bathrooms including all sanitary fittings, wash basins, water closets, urinals, sinks, CP/brass fittings and spray facilities etc using suitable materials.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Interior &amp; exterior glasses will be cleaned on both sides, throughout the premises.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Ceiling fans, pedestal fans, wall mounted fans, indoor split AC units, etc.</td>
<td></td>
</tr>
</tbody>
</table>

**Note:** The contractor will ensure that no acid(s) or similar cleansing agent/material should be used in the process of cleaning of CP/brass fittings. Any damages caused on account of violations shall be at the contractor’s cost and risk. The contractor shall be responsible for replacement of such damaged fittings/fixtures with same brand/model fixtures, at their own cost.

<table>
<thead>
<tr>
<th></th>
<th>Window Glass Cleaning:</th>
<th>Weekly</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>• The contractor shall undertake cleaning of the glasses and glass panes from the interior at the above mentioned floor.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Dusting window sills and blinds.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Sanitizing:</th>
<th>Weekly</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>• All items related to Computers (Monitor, CPU, Keyboard, Mouse etc.) are to be cleaned thoroughly and sanitized.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Office desk paper bins would be cleaned and sanitized.</td>
<td></td>
</tr>
</tbody>
</table>
- All washroom dustbins would be thoroughly cleaned and sanitized.
- All telephone instruments would be sanitized using disinfectants.
- Waste bins from pantry and cafeteria/ dining areas would be thoroughly cleaned and sanitized with disinfectants.
- Through washing of all walls and doors of all toilets with appropriate detergent and disinfectant.
- All wooden partitions, wooden paneling, doors etc. are to be cleaned with detergent and disinfectant.

<table>
<thead>
<tr>
<th>14</th>
<th>Dusting &amp; Wiping:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Dusting and wiping light fixtures, when completed, the light fixtures shall be free from dirt, grime, dust and marks.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>15</th>
<th>Scrubbing:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>All vitrified tile/ stone floor areas would be scrubbed and cleaned with scrubbing machines.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>16</th>
<th>Deep Cleaning:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Deep cleaning, dusting and wiping of handles, doors, door closers, other hardware fittings, windows, curtains etc.</td>
</tr>
<tr>
<td></td>
<td>Cleaning, dusting and wiping of false ceilings.</td>
</tr>
<tr>
<td></td>
<td>Cleaning/sweeping of all the open/ closed terraces on fortnightly basis.</td>
</tr>
<tr>
<td></td>
<td>Cleaning, dusting of cobwebs.</td>
</tr>
<tr>
<td></td>
<td>Dusting of fire extinguishers, fire hydrant heads located at various places.</td>
</tr>
</tbody>
</table>

**Note:** After cleaning, dusting and wiping of various items, these shall be free from dirt, grime, dust and marks.

The contractor will ensure that no acid(s) or similar cleansing agent/material should be used in the process of cleaning of CP/ brass fittings. Any damages caused on account of violations shall be at the contractor’s cost and risk. The contractor shall be responsible for replacement of such damaged fittings/ fixtures with same brand/ model fixtures, at their own cost.

<table>
<thead>
<tr>
<th>17</th>
<th>Polishing:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>All the brass finishes/ SS finishes/other metal finishes, door handles, door knobs, hand railings, lift car walls, other brass/ SS/ metal fittings are required to be polished and kept in shining condition by using approved quality polishing agents including buffing, as and when directed.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>18</th>
<th>Other Cleaning Work:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Deep cleaning of all service ducts, chajjas/ sunshades, lofts etc. in the premises.</td>
</tr>
</tbody>
</table>

**Note:** The contractor has to take and ensure all necessary safety precautions for the safety of their labour providing and by making them use personal protective equipments like safety belt, safety helmet, shoes, eye and face protection devices, hand and body protection devices etc. while executing such works in the ducts,
chajjas/ sunshades, lofts etc. All tools, tackles, lifting appliances, material handling equipment, scaffolds, cradles, safety nets, ladders, equipment’s etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time.

19 Dry cleaning/ chemical / shampoo wash:
- Suitable and approved type of cleaning of all fabric and other accessories of sofa-sets/ chairs, revolving chairs, non-revolving chairs, cushioned chairs/ stools and other furniture etc.
- Suitable and approved type of cleaning of vertical fabric blinds/ roller fabric blinds/ curtains etc. and checking / rectification of the same using suitable material(s).

Quarterly or as and when required

20 Sewer/ Storm Water Drainage Cleaning:
- Opening and drainage of clogged drains / sewer lines etc. complete in all we areas such as all toilets/ washrooms/ bathrooms/ pantry etc.
- Up-keeping, removing choke-up/ clog and up-keep of the inter-junctions clear from any obstruction in the storm water drains and other drains located inside the premises. Any co-ordination and liaison in this regard with NDMC/ other concerned authorities/ building maintenance agencies has to be carried out by the contractor.
- By using suitable drain cleaning equipment including Sewer Cleaning Pull out Tools, Drain Cleaning Machines, Super Sucker and high-pressure jet machine with washing complete.

As and when required

B. MAINTENANCE SERVICES:

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<th>Nature of Services</th>
</tr>
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<td>1</td>
<td>Repair &amp; Maintenance Services: Necessary provision of services of following as per the following scope of work and frequency mentioned against each type of repair and maintenance services:</td>
</tr>
<tr>
<td>1</td>
<td>Skilled plumber, carpenter, mason, pest-control and anti-termite treatment services.</td>
</tr>
<tr>
<td>1</td>
<td>ITI qualified licensed electrician</td>
</tr>
<tr>
<td>1</td>
<td>As and when required</td>
</tr>
<tr>
<td>1</td>
<td>Daily</td>
</tr>
</tbody>
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1. 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 labour 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 approved by Bank. All the materials used should be eco-friendly.

7. 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 (as and when required):

i) Maintenance and upkeep of gents/ladies toilets/pantries/wash basins/water bodies, water closets, urinals, sinks and all other sanitary and plumbing installations and fittings.

ii) Cleaning and maintenance of sewer lines, drainage pipes, manholes, sanitary shafts in and around the entire premises and keeping them unchoked.

iii) Repairing/ replacement of existing plumbing/ sanitary installations. Contractor will be reimbursed actual cost of material purchased plus handling charges @ 20% to 25% (20% for amount more than Rs. 1000.00 and 25% for amount upto Rs. 1000.00) which shall also include the cost of labour. Contractor will provide a rate list of items generally used/ estimate for the work 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.

iv) To co-ordinate with Municipal / other concerned authorities / building maintenance agencies engaged by Landlord in case of choking of main sewer lines, problem in water supply and other related problems.

v) To clean other items, not mentioned above, provided on both floors 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.

vi) 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.

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

viii) 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.

ix) 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.

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

xi) To carry out necessary repairs works for stopping leakage of water in the toilets, chhajjas upto louvers and any other place in the premises.

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

B) CARPENTRY WORK (as and when required):

iv) The contractor will have to carry out all types of repairs pertaining to Aluminum/ Iron/ Wood in doors, windows, in built cup-boards, staircase including furniture items etc. in the entire premises.

15. 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 in the entire premises.

10. 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, wood, plywood, block board, and images locks glasses etc. and other hardware fittings etc. as required of good quality for aforesaid repairs. The quality of the materials should be as provided in earlier works being repaired. Contractor will be reimbursed actual cost of material purchased plus handling charges @ 20% to 25% (20% for amount more than Rs. 1000.00 and 25% for amount upto Rs. 1000.00) which shall also include the cost of labour. Contractor will provide a rate list of items generally used/ estimate for the work and will get the rates approved from the Bank.

v) The carpenter should be available whenever required.

vi) The carpentry works shall include the cost of all the materials, labour, equipment tools, plants; overheads etc. and no additional payments on any account will be made.
   - 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 (as and when required):

i) The contractor will have to carry out all types of repairs pertaining to masonry work, plastering etc. in the entire premises 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 contractor will have to arrange all materials such as cement, sand, aggregate (gitti), marble or any other stone, bricks etc as required of good quality for aforesaid repairs. The quality of the materials should be as provided in earlier works being repaired. Contractor will be reimbursed actual cost of material purchased plus handling charges @ 20% to 25% (20% for amount more than Rs. 1000.00 and 25% for amount upto Rs. 1000.00) which shall also include the cost of labour. Contractor will provide a rate list of items generally used/ estimate for the work and will get the rates approved from the Bank.

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 & ANTI-TERMITE TREATMENT: (as and when required to be carried out during Saturday/ 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 as and when required preferably during holidays and Sundays with chemicals including disinfections/ fumigation of traps, manholes, inspection-chambers, enclosed spaces like almirah, false ceiling, AC etc. in the entire premises. 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.

E) ELECTRICAL REPAIRS & MAINTENANCE WORK

[To be carried out by employing an ITI qualified in electrical trade with 1 to 2 years’ relevant experience and possessing mandatory license to work as electrician as per Delhi electricity rules (copy of license to be submitted before commencement of work)]

a. The maintenance and operational service for the electrical installation (excluding sub-station) at places mentioned in site of work/ area of services/ details of premises.

b. The maintenance and operational services for all electrical motors/ pumps installed in the entire premises, if any.
The following work will be looked after by the contractor:

i) 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.

ii) To replace materials such as drivers of LED fixtures, tubes, lamps, chokes, starters, holder, HRC fuse links, MCB’s/ isolators, switches, sockets etc as required of good quality for aforesaid repairs. The quality of the materials should be as provided in earlier works being repaired. Contractor will be reimbursed actual cost of material purchased plus handling charges @ 15% to 20% (15% for amount more than Rs. 1000.00 and 20% for amount up to Rs. 1000.00). Contractor will provide a rate list of items generally used/ estimate for the work and will get the rates approved from the Bank.

iii) To give proper account of materials issued by the Bank.

iv) To switch on/off the compound and street light, floor light and ceiling lights (space frame) as per time schedule given by the Bank.

v) All minor repairs, adjustment of relays, timers etc.

vi) To ensure cleanliness in the electrical shaft and also to ensure that inflammable substances are not stored in them.

vii) 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.

viii) Electrician 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.
MACHINES/ EQUIPMENTS DEPLOYMENT

The subject works have to be carried in a mechanized manner for which the following broad but not limited essential equipments are required to be arranged by the contractor:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Equipment</th>
<th>Use</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1)</td>
<td>Heavy-duty Wet and Dry Vacuum Cleaner.</td>
<td>Drying of wet surfaces, suction of spillages etc. or elsewhere, as per requirements.</td>
<td>The equipment stated in these columns will have to be provided, at the site, by the contractor.</td>
</tr>
<tr>
<td>2)</td>
<td>Wringer / Mopping Trolley</td>
<td>Mopping of floors or elsewhere, as per requirements.</td>
<td></td>
</tr>
<tr>
<td>3)</td>
<td>Scrubbing Machine 3 in 1</td>
<td>Scrubbing/ polishing of floors or elsewhere, as per requirements.</td>
<td></td>
</tr>
<tr>
<td>4)</td>
<td>Hand Scrubber</td>
<td>Scrubbing of inaccessible areas by single disc scrubber (staircases, toilet and bathroom dado/ wall tiles etc. or elsewhere, as per requirements).</td>
<td></td>
</tr>
<tr>
<td>5)</td>
<td>High Pressure Water Jet Spray Machine</td>
<td>Pressure cleaning of pavements, toilets etc. or elsewhere, as per requirements.</td>
<td></td>
</tr>
<tr>
<td>6)</td>
<td>Window Applicator and Squeegee</td>
<td>For window glass cleaning</td>
<td></td>
</tr>
<tr>
<td>7)</td>
<td>Telescopic Pole</td>
<td>Removal of cobwebs, dust on ceiling or other high-rise areas etc. or elsewhere, as per requirements.</td>
<td></td>
</tr>
<tr>
<td>8)</td>
<td>Stain Remover</td>
<td>For removing stains on carpet, floor surfaces, curtains etc. or elsewhere, as per requirements.</td>
<td></td>
</tr>
</tbody>
</table>

Note: In addition to the above broadly mentioned machinery/ equipments, the contractor shall be responsible to procure and deploy, at site, adequate number of any additionally required machinery/ equipments, as may be required for the discharges of the subject services, considering the area to be served, up to the entire satisfaction of the Bank. Also, all the expenses towards maintenance of the machinery/ equipments will have to be borne by the contractor.
### MANPOWER REQUIREMENT

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Manpower requirement</th>
<th>No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>House-keeping staff (Unskilled Category)</td>
<td>74</td>
</tr>
<tr>
<td>2</td>
<td>Plumber, Carpenter, Mason, Pest Control and Anti-Termite Treatment Services (Skilled Category)</td>
<td>As and when required by the Bank</td>
</tr>
</tbody>
</table>

**Note:** In case, any demand is raised by the Bank for providing additional manpower for any extra work/activity other than those pertaining to the scope of work of the captioned contract, the contractor shall make arrangements for the same and cost thereof shall be paid by the Bank on the basis of minimum wages plus 10% handing charges for providing additional manpower.

### MANPOWER QUALIFICATION AND EXPERIENCE CRITERIA

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particular</th>
<th>Manpower Category Along with Qualification</th>
</tr>
</thead>
</table>
| 1       | House-keeping Staff (General shift of 08 (eight) hours as per timings laid down by the Bank) | Unskilled Category  
Pantry Boy(s) & Sweeper(s)/ Cleaner(s).                                                                 |
| 2       | Plumber, Carpenter, Mason, Pest Control and Anti-Termite Treatment Services (as and when required by the Bank) | Skilled Category  
Skilled with minimum 3 years’ of relevant experience in similar repair and maintenance works.        |

**Note:** Wherever the duty hours of the respective employee/workmen/technician etc. mentioned above is exceeding 08 (eight) hours, it will be sole responsibility of the contractor to ensure relief arrangements and to quote their rates in this tender accordingly.

**Note:**

i. All the above-mentioned scope of works is indicative and not exhaustive; Bank reserves the right to add/delete any work under the scope of work. However, the contractor shall be bound to properly maintain the premises at all times.

ii. Also, all the expenses towards maintenance of the machinery/equipments will have to be borne by the contractor.

iii. The contractor shall provide New Uniform (with company’s name and logo/badge) including Seasonal Outfit, Safety Shoes, Helmet, Safety Belt, Hand Gloves, Personal Protective Equipment (s), Necessary Tools, Training, Medical etc. to all its workmen/employees deployed in the premises.

iv. Supervisor(s) should visit different floor from time to time to ensure that different areas of each floor/toilet(s) etc. remain clean and ready for use round the clock.

v. All the consumables/cleansing materials should be of specified/approved make/brand, as approved by the Bank.
DRAFT MEMORANDUM OF CONTRACT FOR INTEGRATED FACILITY MANAGEMENT SERVICES (HOUSEKEEPING & MAINTENANCE SERVICES)  
(TO BE STAMPED)  

(Site specific draft agreement shall be approved by the Bank prior to its execution)

THIS CONTRACT IS ENTERED AT DELHI ON THIS ..... DAY OF ...... 2019  
BETWEEN  
State Bank of India, a body corporate constituted under the State Bank of India Act, 1955 and having its Corporate Centre at ‘State Bank Bhavan’, Madame Cama Road, Nariman Point, Mumbai- 400021, India (“SBI”), acting through its Regional Business Office - 4 (R&DB), Haldwani (hereinafter referred to as the ‘Bank’ which expressions shall include its successor and assigns) of the ONE PART.  

AND  
M/s. _____________________ a Proprietorship Concern/ Partnership Firm / a Company {strike off whichever is not relevant to the context} registered under the provision of Companies Act 2013 having its registered office at _____________ acting through its________________ {strike off whichever is not relevant to the context} (Hereinafter referred to as the Contractor) which expressions shall include its successor and assigns) of the OTHER PART.  

Whereas, the Contractor has participated in the tender process/ offered their services in pursuance of the tender notice/ offer and after screening of proposals received and completion of due tendering process, the Contractor has been declared as the successful AND accordingly has agreed to render their services for valued consideration. 

AND WHEREAS in pursuance to the award of the work to the Contractor, both parties are desirous to enter into the present contract on the terms and conditions as set forth herein.  

The Bank and Contractor are collectively referred to as the “Parties” and are individually referred to as a “Party.” Where the context so requires, words imparting the singular only also include the plural and vice versa; and, any reference to masculine gender shall include feminine gender and vice versa.  

NOW THAT IN CONSIDERATION OF ABOVE PREMISES, the parties hereby agree as follows:  

1. That the Contractor hereby agrees to render the Integrated Facility Management Services (Housekeeping & Maintenance Services) at Bank’s premises located at Branches / Offices of Regional Business Office - 4 (R&DB), Haldwani.  

2. It is hereby agreed between the parties that, all the Provisions, Terms and Conditions of the Original Tender Document(s), Work Order and Correspondence taken place between the parties shall essentially form part and parcel of this agreement and undertakes to abide by the same.  

3. The Bank will pay to the contractor/ service provider Rs.__________, subject to rendering the services and delivering works/ goods to satisfaction of the Bank. The Bank reserves its unfettered right to deduct penalty/ reduce the payment for the services not rendered/ works/ goods not delivered as per the terms of the Tender
Document/ Work Order and the decision of the Bank will be final and binding, in this regard. The charges payable to the Contractor do not include the Goods & Services Tax (GST) but inclusive of all other taxes/ duties/ levies, whether existing or levied in future by Central Government or State Government or Local Bodies as the case may be.

4. The contract, will be valid for initial period of 1 (one) year from the date of commencement of work subject to the renewal, solely at the discretion of the Bank, for another one year on the same terms and conditions after expiry of initial contract period of one year subject to satisfactory. However, renewal of contract for another one year is discretion of the Bank and the contractor shall have no right to claim for the same. In case of breach of contract or in the event of not fulfilling the minimum requirements/ statutory requirement/ satisfactory services etc. or due to any other reason not specifically mentioned herewith, the Bank shall have the right to terminate the contract forthwith at any time during the initial or renewed contract periods, in addition to forfeiture of the security amount deposited by the contractor and initiation of necessary action as deemed fit including recommendation for de-panelment of the contractor, solely at the discretion of the Bank.

5. (i) The contractor has quoted the rates after duly considering the prevalent rates of minimum wages prescribed by the Central Government and the rates shall remain fixed and valid for a period of one year i.e. initial contract period from the date of commencement of work and no escalation/ price increase, whatsoever will be considered during this period.

(ii) The Bank may consider renewal of contract for another one year on the same terms and conditions and provision contained in point no. 4 above, except only minimum wages which shall only be considered for revision (increase/ decrease) as per Central Government Minimum Wages Rate norms prevailing at that material time provided that the services rendered by the contractor during initial contract period are found satisfactory. However, renewal of contract for another one year is discretion of the Bank and the contractor shall have no right to claim for the same.

(iii) No price escalation on account of cost of cleansing material components, other administrative charges and contractor’s profit etc., will be allowed during the initial/ renewed contract period.

6. All the material(s) used for rendering the services should be of ISI mark produced by reputed approved brands / or as specified by the Bank and at no point of time the Contractor shall use any substandard products.

7. The Contractor will always maintain on his rolls sufficient numbers of employees/ labour (as indicated in the tender documents), of able body, medically fit, honest, well behaved, skilled and technical and also supervisory staff to oversee the work to be carried out by the labour engaged by the Contractor. At no point of time the Contractor will employ a person below 18 years and more than 50 years of age for labour and upto age of 55 years for supervisors. The contractor undertakes to get the antecedents of all his labour duly verified from the police authorities before being deployed at the Bank’s premises and also obtain their proof of identity and residence and provide copies of the same to the Bank. The contractor will be liable to make relief arrangements to maintain at all times, the specified employee/ workmen strength at the subject Bank’s premises, considering the absentees / leaves taken by the labour. The contractor will provide list
of the labour deployed at the subject premises of the Bank with their complete address.

8. The Contractor will at his own expense arrange to get the medical examination done of the labour engaged by him, once in a year and retain on record the medical report and ensure that, the labour deployed at the subject premises of the Bank are not suffering from any contagious/ virulent diseases. No extra payment will be made by the Bank for conducting such medical examination.

9. The Contractor shall be solely responsible for the good conduct and performance of the labour engaged by him. The contractor will at the request of the Bank remove from Bank’s premises any labour engaged by him, who may not be suitable, not trustworthy, incapable to work or who has misbehaved/ not been courteous, polite with the Bank employees or customers of the Bank or any other third party while being present/ discharging his duties at the Bank’s premises. The contractor will ensure that the labour employed by him, do not report to work at the subject Bank’s premises under influence of/ consume during discharging his duties any narcotics / alcohol/ liquors/ psychotropic substances.

10. The contractor will strictly comply with all the labour and such other statutory law(s) pertaining to the engagement of the labour and the contractor will be solely responsible for the acts of the labour engaged by him as per terms and conditions mentioned in the tender document. The contractor will insure the labour engaged by him against risk of occupational hazards / personal injuries as per terms and conditions mentioned in the tender document.

11. The contractor will be responsible for the employment, training and allocation of duties of the employees / workmen engaged by him. The contractor will only have the right to control, give directions and manage the labour engaged by him.

12. The contractor shall maintain Attendance Register and provide New Uniform (with company’s name and logo/badge) including Seasonal Outfit, Safety Shoes, Helmet, Safety Belt, Hand Gloves, Personal Protective Equipment (s), Necessary Tools, Training, Medical etc. to all its labour deployed in the premises within the quoted rate(s) and no extra payment shall be made to contractor on this account. The Contractor has to ensure that his labour all the time wear their Uniform (with company’s name and logo/badge) including Seasonal Outfit, Safety Shoes, Helmet, Safety Belt, Hand Gloves, Personal Protective Equipment (s) and Photo Identity Cards while working at the subject premises of the Bank and also replace the worn-out/ torn Uniform (with company’s name and logo/badge) including Seasonal Outfit, Safety Shoes, Helmet, Safety Belt, Hand Gloves, Personal Protective Equipment (s) as and when required.

13. The contractor will bear all the expenses/ costs, stamp duty, legal fees to be incurred to execute this contract. This contract will be executed in duplicate, the Bank shall retain the original and the contractor shall be provided with a certified / notarized copy only for their record and reference purpose.

14. The contractor will bear all taxes/ cesses, levied by Central/ State Government/ Local Body and payable in respect of rendering the service(s) under this contract.

15. The contractor will meet the competent authority/ authorized official(s)/ Officer-in-Charge of the Bank at the specified frequency to assess the quality of the services rendered by the Contractor. The Contractor shall be duty bound to the carry out the suggestions/ observations given by the competent authority/ authorized official(s)/ Officer-in-Charge of the Bank. The continuance of the contract will depend upon the satisfactory performance of the service(s) and the Bank exclusively retains the right to terminate this contract by issuing one month’s notice to the contractor in the event the
service(s) rendered by the Contractor are found to be non-satisfactory or due any other reason(s) and the decision of the Bank in this regard will be final and binding, without incurring any liability to the Bank and the Bank will also not be responsible for any loss arising out of termination of the present contract. Bank shall not pay any claim/compensation by Contractor for termination of contract.

16. It is aptly made clear that, this contract is for rendering **Integrated Facility Management Services (Housekeeping & Maintenance Services)** and it is not intended or by any means to be construed that the Contractor would supply contract labour to the Bank. By this contract, it is not intended to create employer-employee relationship, or a partnership/joint venture between the parties. The persons/workmen/employees employed by the contractor will always be the employees to the Contractor and the Contractor will make it clear to its labour that they will not have any right to claim service/permanency in the Bank or salary and benefits available to the employees/staff of the Bank.

17. 

   (i) Bank shall be at liberty to terminate the contract by issuing one month’s notice to the Contractor without assigning any reason whatsoever. Bank shall not pay any claim/compensation by Contractor for termination of contract.

   (ii) This contract shall stand terminated by efflux of time or earlier by giving one month’s advance notice by the party of its intention to do so. The Bank may instruct the Contractor to continue to render the services till the next Contractor is appointed by the Bank and Contractor will not be entitled to claim any additional amount for rendering the subject services during the notice period.

   (iii) As regards unsatisfactory performance or non-compliance with any of the terms and conditions of the contract/tender documents/work order by the Contractor or abandoning the work, the Bank shall have the right to terminate the contract forthwith with one month’s notice and rearrange the work through other agencies at Contractor’s risk, cost and consequences and under such circumstances, the security deposit submitted by the Contractor shall stand forfeited, besides any other action deemed fit including recommendation for de-paneling the contractor or debarring them in future tendering process.

   (iv) On termination or conclusion of the instant contract, as the case may be, the Contractor will return the machine(s)/equipment(s)/any other things provided to him by the Bank for performance of the obligation under this contract, if any and assist in smooth transition of the service to the next Contractor appointed by the Bank.

18. The Contractor undertakes, accepts and admit the absolute and complete responsibility for the service conditions, claims, damages and other compensations payable to its labour employed by him for subject services and unequivocally assume responsibility for due compliance with all the requirements of its statutory obligation, duties and responsibilities and liabilities including insurance cover/policy of his labour employed by him for subject services.

19. 

   (i) Before taking up the work, the Contractor shall, obtain at their own cost and submit to the Bank, a third-party insurance policy, in original, issued by any Public-Sector Insurance Company. Nothing extra shall be payable to the contractor by the Bank on this account.
(ii) The policy should be issued in the joint names of Bank and contractor with Bank’s name appearing first. All labour/persons should be covered under the insurance for insured sum of Rs 5 lac each, for any type of accident/incidence.

20. After completion of each month the contractor will submit his bills to the Bank, with copies of the records showing that the Contractor has paid the minimum wages/salary to his labour and paid their statutory and obligatory dues and components as per terms and conditions mentioned in the tender document. Bank will scrutinize the bills and if found in order will recommend the bills for payment to the Contractor. No advance payments will be made to the Contractors.

21. If there are any complaints or Bank observes that the quality of the services rendered by the Contractor is sub-standard, not as per terms and conditions mentioned in the tender document, the Bank will have sole right to delete or reduce any items of bills or impose suitable penalty/penalties as per terms and conditions mentioned in the tender document before making payment to the Contractor, without assigning any reasons thereof and the decision of the Bank will be final and binding, in this regard.

22. In the event the Contractor fails/neglects to fulfil his obligations on any day or for a number of days, to the satisfaction of the Bank, for any reason, whatsoever it may be, the Bank will levy the liquidated damages as per terms and conditions mentioned in the tender document, this is however without prejudice to the right of the Bank to terminate this contract and also recover further damages from the amount/dues payable to the Contractor.

23. A)

   (i) Any and all disputes, controversies and conflicts (disputes) arising out of this contract or in connection with this contract or the performance or non-performance of the right and obligations set forth herein, or breach, termination, invalidity or interpretations thereof shall be referred for arbitration as per terms and conditions mentioned in the tender document. Prior to submitting the disputes to arbitration both the parties shall make all endeavours to settle the dispute(s) through mutual negotiation(s) and discussion(s). In the event, that the said dispute(s) are not settled within 30 days of the arising thereof as evidenced through the first written communication from any party notifying the other regarding the disputes, the same shall finally be settled and determined by arbitration.

   (ii) The place of arbitration shall be at Delhi and the language used in the arbitration proceedings shall be in English. Arbitration shall be conducted by a mutually appointed sole arbitrator. The sole arbitrator would not be past or present employee of the parties. If the parties are unable to agree upon a sole arbitrator, each party shall appoint one arbitrator and the two arbitrators so appointed by parties, shall appoint the third arbitrator, who shall be the chairman of the Arbitral Tribunal.

   (iii) The arbitral award shall be in writing and subject to the provisions of the Arbitration and Conciliation Act 1996 and any amendments thereof. The award shall be enforceable in Courts of competent jurisdiction, at Delhi.

   (iv) Pending the submission to arbitration and thereafter, the arbitrator or the Arbitral Tribunal render the award or decision, the parties shall, except in the event of termination of this contract or in the event of any interim order/award is granted under the afore stated Act, continue to perform their obligations under this
contract.

B) In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, it shall be lawful for the parties to the dispute to appoint another sole arbitrator by mutual consent.

C) The arbitrator may from time-to-time with the consent of the parties, reduce/ extend the time for making the arbitral award.

D) Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be in the discretion arbitrator.

E) Subject as aforesaid, the Arbitration & Conciliation Act, 1996 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

24. The Bank will deduct all the taxes deductible at source and issue a certificate to that effect. Any other taxes which are directly payable by the Contractor but not paid by the Contractor to the respective department and if such department raises a demand on the Bank to pay any such taxes, the Bank will make the payment and deduct the same, if any, from the bills payable to the Contractor.

25. The Contractor is duty bound to obtain and retain during the currency of this present contract, all the license, clearances, certificates from the appropriate authorities under the Contract Labour (Regulation and Abolition) Act 1950 and rules framed thereunder required to provide the subject services to the Bank. The Contractor will arduously strive to confirm/ comply with the Laws pertaining to Employees Provident Fund, ESIC, Bonus Payment, Payment of Minimum Wages and all other statutory requirements and submit to the Bank copies of the returns filed with the appropriate government authorities evidencing such compliance as per terms and conditions mentioned in the tender document. In the event, any dispute arises out of the non-compliance on the part of the Contractor; the Contractor will have to sort out such disputes at their end, without the Bank being incurring any liability thereof. The Contractor will display all the charts, notices at the work place which are mandatory as the Contract Labour (Regulation and Abolition) Act 1950 etc.

26. The Contractor shall in terms of the provisions of the Section 17, 18 and 19 of Contract Labour (Regulation and Abolition) Act 1950 and rules framed thereunder will provide the amenities to the labour employed by him. In case the contractor fails/ neglects to provide such amenities, the Bank will provide such amenities and cost incurred for providing such amenities will be deducted from the bills payable to the Contractor. The Contractor will be responsible/ liable to maintain and produce, as and when required, all the statutory documents/ registers/ records/ statements and accounts in compliance with all the statutory provision/ requirements for providing the subject services to the Bank.

27. In terms of the Contract Labour (Regulation and Abolition) Act 1950 and rule no. 72 and 73 framed there under and as per terms and conditions mentioned in the tender document, the Contractor undertakes to disburse/ pay by cheque or by Bank account transfer, the minimum wages/ salary payable to its labour. The Contractor shall submit on every month to the Bank, a statement showing minimum wages/ salary amounts credited in the Bank account of individual labour deputed at the subject Bank premises. Any violation of the aforesaid provisions of the law will entail the termination of the instant contract in addition to such other penal consequences.

28. Notwithstanding anything to the contrary in this contract, the Contractor shall not assign it’s right to any third party to perform any of its obligations hereunder and in the event of
such violation, the Bank reserves its right to terminate the present contract without prejudice to its other rights and remedies.

29. Notwithstanding anything contained in the presents, the Contractor shall be responsible for the loss, if any, caused to the Bank due to theft/ pilferage and/ or damage to the Bank’s property, when in the opinion of the Bank, such loss has been caused due to the acts or omission, negligence, recklessness or any fault which is attributable to the Contractor or its labour engaged by him for rendering the subject services.

30. If by any act/ ordinance / rules or statute prohibits employment of contract labour by the Contractor for the services as envisaged in the presents or otherwise, the present contract shall come to an end forthwith and no compensation whatsoever will be payable to the Contractor or his workmen/ employees.

31. This contract, and the rights and obligations of the parties, shall be governed by and construed, interpreted and enforced in accordance with the laws of India. Both the parties irrevocably agree that any legal action or proceedings arising out of this contract or in relation to the transactions contemplated herein, may be brought in the Courts at Delhi having jurisdiction over the matter and both the parties irrevocably undertake to submit themselves to the jurisdiction of Courts, at Delhi.

32. No change, deletion, modification, amendment or supplement to this contract shall be binding upon a party hereto unless made, in writing and signed by duly authorized representatives of both parties and such changes will form the part of the present contract for all purposes.

33. Any notice required or permitted to be given under this contract shall be, in writing and shall be deemed given effective immediately upon the receipt thereof, as evidenced by a written record of delivery. All notices shall be sent on the addresses mentioned hereinabove, unless the parties convey the change, in writing to the other.

34. The provisions of this contract shall be severable and if any provision of this contract is held or declared to be illegal, invalid or unenforceable, such illegality, invalidity, or unenforceability will not affect any other provision hereof, and the remainder of this contract, disregarding such invalid portion, this contract will continue in full force and effect as if such void provision had not been contained in it.

35. After conclusion/ termination of the contract, the Contractor will remove its workmen/ employees/ machines deployed at the subject premises of the Bank and duly hand over the machines/ equipment’s, if any, provided to the Contractor by Bank to render the services in working condition, subject to normal wear and tear due to usage.

36. The Contractor do hereby undertake to indemnify and hold harmless the bank and its employees against any damages, prosecution, other legal suits and claims which may arise in terms and conditions of the presents and which may directly/ indirectly arise out of any accident taking place at the subject premises which is directly attributable to non-adherence/ negligence of safety norms, not adhering to the standard work procedures and for violating rules and regulations by the Contractor for which the Contractor will only be solely responsible.

37. Neither party will be liable under this contract for any failure of or delay in performance of its obligations hereunder, if performance of the party is delayed or prevented by acts of God, fire, explosion, war, terrorism, earthquakes, riots, laws and order or other causes as mentioned in detail in the tender document beyond such party’s control (each, a “Force Majeure Event”), but only to the extent of and during continuance of the Force Majeure Event and only provided such party, as soon as practicable but not more than 48 (Forty-eight) hours, gives the other party written notice of the Force Majeure
Event. During the pendency of any Force Majeure Event, the party affected shall work diligently to perform its obligations hereunder to the extent commercially reasonable.

38. The Contractor shall not disclose directly or indirectly, knowingly or unknowingly, any information, materials and details of the State Bank of India’s infrastructure/ systems/ equipment/ documents/ assets etc. or any other things not specifically mentioned herewith, which may come to the possession or knowledge of the contractor during the course of discharging contractual obligations in connection with this contract, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The contractor shall take all appropriate actions with respect to its workmen/ employees to ensure that the obligations of non-disclosure of confidential information under this contract are fully satisfied. The contractor’s obligations with respect to non-disclosure and confidentiality will survive even after the expiry or termination of this contract/ agreement for whatever reason(s).

39. The competent authority/ authorized official(s)/ Officer-in-Charge of the Bank may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:

i) If the contractor being an individual or if firm, any partner in the contractor’s firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

ii) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or manager, or

iii) If the contractor commits any breach of this contract not herein specifically provided for: provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Bank and provided also that the contractor shall be liable to pay the Bank for any extra expenditure, it is thereby put to but shall not be entitled to any gain on repurchased.

40. Both parties hereby represents and warrants that it has all requisite power and authority to enter into and fully perform its obligations under this contract; the execution, delivery and performance of this contract and the consummation of the transactions contemplated hereby have been duly and properly authorized by all requisite action on the part of each party; this contract has been duly executed and delivered by such party; and is an enforceable obligation of such party except as such enforceability may be limited by bankruptcy, moratorium, insolvency and similar laws affecting the rights and remedies of creditors and obligations of debtors and by general principles of equity.
41. The Contractor hereby confirms that he has/ they have read and understood all the provisions, terms & conditions, schedule of requirement and scope of work of the tender documents, work order, correspondence taken place between the parties, statutory obligations as per all the applicable labour laws and acts and the contents of the present contract and undertakes to fully abide by the same.

42. The contractor hereby undertake that, if the difference in the amount quoted by us and the estimated cost of Consumable Items is more than 10% (on lower side), we have submitted additional security deposit by Demand Draft / Joint STDR equal to the difference amount calculated for the whole period of contract prior to the award of the contract i.e., Rs………………………….. We, hereby, also undertake that, if we fail to supply the Consumable Items as per the Price Schedule – 2 of the Price Bid, either in quantity or quality wise, SBI may deduct the applicable amount based on the estimated / market rate from this additional security deposit

IN WITNESS WHEREOF, both the parties have each caused their respective hand on the present on the date mentioned above.

Witness: -

For State Bank of India

1.

2.

For the Contractor
DRAFT INDEMNITY BOND FOR INTEGRATED FACILITY MANAGEMENT SERVICES  
(HOUSEKEEPING & MAINTENANCE SERVICES)  
(TO BE STAMPED)  
(Site specific draft agreement shall be approved by the Bank prior to its execution)

THIS DEED OF INDEMNITY BOND executed at Delhi on this _________ day of _______ month of year Two Thousand and Nineteen (2019) by M/s ______________________

duly represented by proprietor/ one of its partners Shri ____________________,

aged______ years, son of Shri ________________________, residing at __________________________ (hereinafter referred to as “Contractor”).

In favour of State Bank of India, Regional Business Office - 4 (R&DB), Haldwani (hereinafter referred to as “Bank”), located at Offices / Branches of Regional Business Office - 4 (R&DB), Haldwani.

The Contractor has become successful in securing the subject work of providing Integrated Facility Management Services (Housekeeping & Maintenance Services) at Bank's premises located at Branches / Offices of Regional Business Office - 4 (R&DB), Haldwani, through competitive bidding in the “online e-tender”.

And whereas, as per tender documents, the Contractor has to entered into a Contract Agreement with State Bank of India, Regional Business Office - 4 (R&DB), Haldwani on ___________ (hereinafter referred to as “Contract”) and hereby execute and agree to the provisions of the subject Indemnity Bond before starting the work as under:

In consideration of the Bank having awarded the above said Contract, the Contractor hereby undertake to indemnify and keep harmless, the Bank from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the work place due to non-adherence to safety codes, no following the standard work procedures and for violating rules and regulations for which the contractor shall be solely responsible..

Further, Contactor hereby indemnifies for:

(i) Any loss or damages incurred or suffered or to be incurred or to be suffered by the Bank on account of breach of the terms and conditions of the Contract by the Contractor.

(ii) In case of any damage to property by the Contractor, Bank shall have the right to recover the cost of such damages from payments due to the Contractor and decision of the Bank shall be binding on the Contractor.

(iii) In the event of any damage to the loose furniture, interiors, computers and such other equipment not specifically mentioned herewith or to the existing building structure etc., during carrying out the contract works, the cost of repairing the same including the cost of replacement, if any, will be recovered from the Contractor.
(iv) If the Contractor fails to improve the standards of safety in its operation to the satisfaction of Bank after being given a reasonable opportunity to do so, and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized official(s)/ Officer-in-Charge of the Bank, the Bank shall have the right to take corrective steps at the risk and cost of the Contractor after giving a notice indicating the steps that would be taken by the Bank.

(v) Before commencing the work, the contractor shall appoint/ nominate his responsible employee to supervise implementation of all safety measures and liaison with his counterpart of the Bank.

Signature of Contractor with seal
DRAFT FORMAT OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT
(Site specific format shall be approved by the SBI prior to its execution)

(To be submitted on Non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)

B.G. No.____________________     Value Rs._________
Date:

To

The …………………………
State Bank of India,

Dear Sir,

Bank Guarantee of Rs__________towards Security Deposit for Integrated Facility Management Services (Housekeeping & Maintenance Services) for Branch / Office Premises of Regional Business Office - 4 (R&DB), Haldwani

WHEREAS (Name and address of contractor/ vendor) (hereinafter called the Contractor) have entered into contract for providing Facility Management Services for Branch / Office Premises of State Bank of India, Regional Business Office - 4 (R&DB), Haldwani with SBI as mentioned vide SBIIMS letter no ……….. dated ………..and the correspondence and tender relating thereto which is hereinafter referred to as “the said contract” the Contractor has now agreed to produce a Bank Guarantee amounting to 5% of the annual contract value less earnest money deposit of Rs…………(Rupees only), to SBI …………… for performing their part of the contract obligations.

AND WHEREAS in terms of said contract, the contractor is required to furnish to SBI ………………… a Guarantee of a Scheduled Commercial 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 Performance Bank guarantee in favour of SBI ……………………. 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 SBI ……………………. and the contractor, the Guarantor shall, on demand without demur and without reference to the contractor pay to SBI ………………… immediately any sum claimed by SBI ………………… under the said contract up to a maximum amount of Rs.____________ (Rupees only).
In case the amount demanded by SBI ………………… is not paid within 48 hours of receipt of demand, the Guarantor agrees to pay the aforesaid amount of Rs………………/-(Rupees ………………..only).

Such payment shall be notwithstanding any right the contractor may have directly against SBI ………………… or any disputes raised by the Contractor with SBI ……………………… or any suits or proceedings pending in any competent court or before any arbitrator. SBI’s written demand shall be conclusive evidence to the Guarantor that such payment is payable under the terms of the Contract and shall be binding in all respect on the guarantor.

The Guarantor shall not be discharged or released from the undertaking and Guarantee, by any arrangement, variations made between SBI and the Contractor and or indulgence shown to the contractor by SBI, with or without the consent and knowledge of the guarantor or by alterations in the obligations of the contractor by any forbearance, whether as to payment, time performance or otherwise.

This guarantee shall remain valid until or as may be caused to be extended by the contractor or until discharged by SBI in writing whichever is earlier.

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

This guarantee shall not be affected by any change in the constitution of the contractor, by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.

In order to give effect to this guarantee SBI will be entitled to act as if the Guarantor were the Principal debtor and the Guarantor hereby waives all and any of its rights or surety ship.

This guarantee shall continue to be in force notwithstanding the discharge of the contractor by operation of law and shall cease only on payment of the full amount by the Guarantor to SBI of the amount hereby secured.

This guarantee shall be in addition to and not in substitution for any other guarantee or security for the contractor given or to be given to SBI in respect of the said contract.

Any notice by way of request and demand or otherwise here under may be sent by post or any other mode or communication to the guarantor addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in providing such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of SBI that the envelope was so posted shall be conclusive.

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

Notwithstanding anything contained hereinbefore the liability of the guarantor under this guarantee is restricted to a sum of Rs. ________.
This guarantee will remain valid up to _______ unless a demand or claim under this guarantee is made in writing against us within three months from that date, i.e. on or before ------------------- ---, the guarantor shall be discharged from all liability under the guarantee thereafter.

We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our bank and the undersigned has been duly authorized by the bank (bank issuing the Bank Guarantee) to execute this Guarantee Deed.

Dated the .............

SIGNED AND DELIVERED For & on behalf of (the above named bank)

For & on behalf of (Bankers Name & Seal)

(Signature/s with designation/s of signatories)  
(Banker’s seal)
The steps involved in making the payment through SB Collect are as under:

1. The Vendor needs to use SBI internet banking site [https://www.onlinesbi.com/](https://www.onlinesbi.com/).
2. Select "SB Collect" from Top Menu, that will lead to the next page:
3. “Proceed” will lead to the next page:
4. Select "All India" in "State of Corporate / Institution" & Select "Commercial Services" in "Type of Corporate / Institution".
5. “Go” will lead to the next page:
6. Select "SBI Infra Management Solutions" in “Commercial Services Name” and “Submit”.
7. Select “Tender Application Fee” in “Payment Category” and enter the Tender ID NO.: HOM201904006 (with characters in Uppercase only).

8. The next Page will be ready with few of the Preloaded Tender Details. The Vendor will have to fill up the other fields properly and upon making the payment a receipt will be generated with a Reference No. That is to be submitted along with the Tender Application.

**NOTE:** Any type of vendor, whether dealing with SBI or other bank can use this SB Collect facility.

Even a contractor not dealing with any bank can use this portal by generating challan suitable for “Cash Deposit” at any SBI branch. The bank charges for cash deposit will be borne by the vendor.