



STATE BANK OF INDIA
THIRUVANANTHAPURAM CIRCLE

INVITES TENDERS, FROM CONTRACTORS EXPERIENCED IN THE FIELD OF FACILITY MANAGEMENT CONTRACTS AND SATISFYING ELIGIBILITY CRITERIA, IN TWO BID SYSTEM WITH **PRICE BIDDING THROUGH E-TENDERING** FOR

COMPREHENSIVE ANNUAL CONTRACT FOR HOUSE KEEPING & MAINTENANCE SERVICES AT ALL THE SBI BRANCHES UNDER RBO I, KOLLAM UNDER AO, KOLLAM

Date of Pre-bid meeting: 20.10.2021

Last date for Technical Bid Submission: 28.10.2021 till 3.00P.M.

Opening of Technical Bids: 28.10.2021 at 3.30P.M.

NIT No: THI/RBO1KLM/2021-22/009

**The Regional Manager, State Bank of India, Regional Business Office-I,
Near Kollam Railway Station, Kollam-691001**

Name of The Tenderer:

Address:

.....

.....

GSTIN:

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NOTICE INVITING TENDER

State Bank of India, Regional Business Office -1, Kollam invites E-tenders from established Integrated Facility Management Contractors satisfying the Eligibility Criteria for **COMPREHENSIVE ANNUAL CONTRACT FOR HOUSE KEEPING & MAINTENANCE SERVICES AT ALL THE SBI BRANCHES UNDER RBO I, KOLLAM UNDER AO, KOLLAM**

Details of Buildings with scope of work are shown on pages (26 to 62) of this document.

2. Other details of the tender are as under:

1	Name of Work	<u>COMPREHENSIVE ANNUAL CONTRACT FOR HOUSE KEEPING & MAINTENANCE SERVICES AT ALL THE SBI BRANCHES UNDER RBO I, KOLLAM UNDER AO, KOLLAM</u>
2	Earnest Money Deposit(EMD)	Rs 1,37,000/- (Rs. One Lakh Thirty Seven thousand Only) in the form of Demand Draft issued by any Nationalised / Scheduled Bank drawn in favour of “STATE BANK OF INDIA” payable at Kollam . EMD of unsuccessful contractors will be returned & EMD of successful contractor will be returned on receiving Security Deposit equivalent to 5% of annual contract value.
3	Security Deposit(ISD)	The successful Contractor whose tender is accepted by the Bank shall be bound to deposit a sum equivalent to 5% of accepted “Annual Contract Value” including EMD as Security Deposit (SD) in the form of Banker’s Cheque /demand draft issued by any Nationalised / Scheduled Bank favouring “State Bank Of India” Payable at Kollam. The contractor may choose to deposit the said Security Deposit (ISD) in the form of Bank Guarantee (BG) of Equivalent amount (i.e., 5% of the annual contract value) issued by any Nationalized/ Scheduled Bank as per the Bank’s approved format.
4	Date for Downloading of Tender Document (Technical& Indicative PriceBid)	07.10.2021 to 28.10.2021 from Bank’s Website www.sbi.co.in , under the link: “SBI in the News->procurement news”
5	Last date and time for receipt of written queries for clarification from bidders in Pre-bid meeting.	19.10.2021
6	Pre-Bid Meeting	20.10.2021 at 11.00 AM

7	Last date and time for submission of Technical bid alongwith EMD, and other documents as specified in the tender.	<p>Upto 03:00 PM on 28.10.2021</p> <p><u>Note:</u></p> <ol style="list-style-type: none"> 1. It is sole responsibility of the bidder to ensure submission of their bid by stipulated date and time at specified address. The Bank 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. Tenders received without EMD shall be summarily rejected. <p><u>The bidder has to submit a copy of the latest Circular published by the competent authority in support of minimum wages prevailing as per Central Govt./ State Govt. applicable at the specific place of work</u></p>
8	Address for submission and opening of Technical bid & Prebid meeting	The Regional Manager, State Bank of India, Regional Business Office-I, Near Kollam Railway Station, Kollam-691001
9	Date and Time of Opening of Technical Bid	28.10.2021 at 03.30 PM at the above address
10	Date and Time of Opening of Online Price Bid	03.30pm on 08.11.2021 (tentative schedule) Website: https://etender.sbi/
11	Validity of the Offer	3 (three) months from the date of opening of price bid
12	Date of Commencement of Work	1 st Day of Succeeding month of the Work Order (or earlier as required)
13	Penalty/Liquidated damages	As per relevant clause in the tender document
14	Periodicity of Payment	Monthly by SBI upon submission of GST Invoice
15	Period of Honouring Payment Certificate	15 days from the date of receipt of bill (excluding Sunday and Public Holidays).
16	Insurance	As per insurance clause in the tender document

17	Contact Person	Smt. Pournami R (9447782200)
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03. 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 & venue

04. Tenders received without EMD shall be summarily rejected, and such bidders shall not be allowed to participate in the online price bidding process.

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

06. Tenders can be downloaded from the website www.sbi.co.in under the link "SBI In the News ->Procurement News". **It shall be responsibility of the Vendor to arrange and ensure that all pages of technical and financial bid are properly bound separately. Tenders in loose pages shall be disqualified.**

07. **The Vendor shall sign and stamp each page of the tender document** thereby ensuring the number and sequence of all pages. Tender documents without seal and signature of the authorized tenderer **are liable to be rejected.**

08. The intending bidders are categorically advised to submit the prequalification documents strictly in the attached formats only. The information required should be neatly filled / typed in **each and every columns and row** of the Formats. The applications received with "partly filled formats" not containing desired information in each and every columns/points/ row of various annexures shall be treated as INCOMPLETE and such applications shall be summarily rejected without any reference to the bidder and at the bidder's risk and responsibility.

09. Conditional tenders shall be summarily rejected.

S/d.
Regional Manager

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

LETTER OF DECLARATION

The Regional Manager,
State Bank of India, Regional Business Office-I,
Near Kollam Railway Station, Kollam-691001

COMPREHENSIVE ANNUAL CONTRACT FOR HOUSE KEEPING & MAINTENANCE SERVICES AT ALL THE SBI BRANCHES UNDER RBO I, KOLLAM UNDER AO, KOLLAM

Dear Sir,

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 man power including consumable etc. 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 the Tender, the articles of agreement, conditions of contract and with such conditions so far as they may be applicable.

Description of Work	<u>COMPREHENSIVE ANNUAL CONTRACT FOR HOUSE KEEPING & MAINTENANCE SERVICES AT ALL THE SBI BRANCHES UNDER RBO I, KOLLAM UNDER AO, KOLLAM</u>
EMD	Rs.1,37,000.00 (Rupees One Lakh Thirty Seven thousand Only)
Validity of Contract	For an initial period of 1 (One) year from the date of commencement of work with option of renewal for one more year, subject to terms and conditions specified in the tender.

2. Should this tender be accepted, I/we hereby agree to abide by and fulfil 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, the amount mentioned in the said conditions.

3. I/we have deposited Demand Draft / Banker's Cheque for a sum of **Rs 1,37,000/- (Rupees One Lakh Thirty Seven thousand Only)** as Earnest Money Deposit with SBI. 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.

4. We understand that as per terms of this tender, the Bank may consider accepting our tender in part or whole or may entrust the work of housekeeping for proposed building. We, therefore, undertake that we shall not raise any claim/ compensation in the eventuality of Bank 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 8 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 SBI, including taking any action against us as deemed fit.

7. 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 Tenderer with Seal

ELIGIBILITY CRITERIA

Bidders meeting the following criteria are eligible to submit their Technical Bids along with supporting documents. If the Technical Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

Sr. No.	Eligibility Criteria	Documents to be submitted
1	The bidder must be a Firm / Proprietary / Partnership/ Company registered under Companies Act with an experience of minimum 07 years as on 31.08.2021 in the field of Housekeeping, Maintenance.	<p>-In case of Proprietorship concerns copy of Shop License/Registration and the GST Registration certificate.</p> <p>-In case of firms, Copy of the firm registration Certificate and GST Registration.</p> <p>-In case of company, copy of certificate of incorporation issued by Registrar of Companies and full address of the registered office plus GST registration certificates.</p>
2	<p>Three Similar Completed works Each one having "Annual Contract Value" not less than Rs.55.00 Lacs.</p> <p>Or</p> <p>Two Similar Completed works Each one having "Annual Contract Value" not less than Rs.70.00 Lacs.</p> <p>Or</p> <p>One Similar Completed work having "Annual Contract Value" not less than Rs.110.00 Lacs</p>	<p>Copy of the work order and work completion certificates issued by the principal Employers specifying following information relating to the works carried out during the period from 01/07/2014 to 31/08/2021:</p> <ol style="list-style-type: none"> 1. Scope of work. 2. Contract value. 3. Area of the building. 4. No. of staff deployed by the contractor for the contract. 5. Period of the contract completed. 6. Monthly payment
<p><u>Note: "Similar Completed Work" under this clause shall mean successful completion of Integrated Facility Management and House Keeping Services work for Public-Sector Banks, Financial Institutions, Central & State Govt. departments/Organisations, Public Sector Undertakings etc.</u></p>		

3	The bidder should have a minimum average annual turnover of Rs.40.00 Lakh for the last three years (as on 31.03.2021). Audited / Certified Balance Sheet (by Chartered Accountant) for the years 2018-19, 2019-20, 2020-21 (provisional / audited) establishing the turnover criteria should be submitted.	(i) Copies of the audited P&L Account and Balance Sheet duly Certified by the Chartered Accountant including 3CA/3CD and auditor notes and accounts. (ii) Copies of returns submitted to the Tax authorities such as IT & Service Tax etc.
4	The Bidder should not have incurred loss in last 3 years ending on 31.03.2021.	(iii) Any return submitted to the labour Commissioner.
5	The applicant should have a solvency of Rs.40.00 Lakh certified by a Scheduled Commercial Bank. The Solvency Certificate should not have been obtained earlier than 1 ST August 2020	Copy of the Solvency Certificate should be attached.
6	Tenderers should have applicable and valid registrations with statutory authorities, viz. Income Tax, Goods & Service Tax, Labour License under section 12(1) of then contract Labour regulation and Abolition Act, 1970., Employees Provident Fund Organisation (EPF), Employees State Insurance (ESI) Corporation, PAN etc.	Certified copies of supporting documents to be attached.
7	Bidder should have Office at Kerala or should able to open office in Kerala within 15 days of receiving work order.	Address Proof of the firm should be submitted.
8	Bidder should not have been disqualified/ debarred/ blacklisted from any Governments, Semi-governments, PSUs, Banks including any of the Offices/Branch of State Bank of India / SBIIMS Pan India.	Suitable declaration to be submitted on the Letter Head of the Firm duly signed by the Authorised Signatory only

Copies of the Documentary evidences must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

We have read and understood the abovementioned prequalification criteria and shall abide by the same.

Signature of the Contractor with Seal

TECHNICAL BID EVALUATION MATRIX

Maximum Score for Part-I of Technical Bid Evaluation: 100 Marks

Minimum marks required for qualifying in the Part-I (Technical Bid Evaluation): 60 Marks

1. Technical bid of the bidder will be evaluated on the basis of the information duly supported by the documents submitted and on the basis of the following evaluation matrix.
2. During the Technical evaluation, each bidder will be assigned marks, out of total of 100 marks, as per the criteria below: -

<u>SI No</u>		
(i)	Place of registration	Max 10 Marks
(a)	Registered/Corporate Office / Branch In Kerala	10
(b)	Office outside Kerala	5
(ii)	Number of Years in Operations as on 31.08.2021	Max 10 Marks
(a)	More than 7 years and up to 10 years	5
(b)	More than 10 years and up to 15 years	7
(c)	More than 15 years	10
(iii)	Average Annual Turnover of project cost for the last 3 years as on 31.03.2021	Max 10 Marks
(a)	More than 43 Lakh and up to 86 Lakh	5
(b)	More than 86 Lakh and up to 130 Lakh	8
(c)	More than 130.00 Lakh	10
(iv)	Working Experience	Max 10 Marks
(a)	Executed similar work of PSU Banks/ Public Sector Undertakings	10
(b)	Other Govt Department etc	5
(v)	Value of Single Largest Project Completed in Last 7 Years	Max 10 Marks
(a)	More than 60 Lakh and up to 120 Lakh	5
(b)	More than 120 Lakh and up to 180 Lakh	7
(c)	More than 180 Lakh	10
(vi)	Value of Single Largest Project in hand	Max 10 Marks
(a)	More than 60 Lakh and up to 120 Lakh	5
(b)	More than 120 and up to 180 Lakh	7
(c)	More than 180 Lakh	10

(vii)	Manpower on Payroll	Max 10 Marks
(a)	More than 36 and up to 80	2
(b)	More than 80 and up to 150	5
(c)	More than 150	10
(viii)	Quality Related Marks	Max 10 Marks
(a)	ISO /SA 8000	2.50
(b)	OHSAS 18001/ Any other International Accreditation Certificate	5
(c)	Accreditation Certificate	0
(ix)	Performance Certificates from the PSU/Govt Principle Employers	Max 15 Marks
(a)	If Outstanding performance Certificate from 3 or more than 3 Principle Employer have been Issued and submitted for project above Rs.90 Lakh	15
(b)	If Outstanding / Excellent Performance submitted from Employers for project above Rs.90 Lakh	10
(c)	If Very good / Good Performance Certificate submitted From at least 2 employers for project above Rs.90.00 lacs	5
(x)	Constitution of Firm	Max 5 Marks
(a)	Public Ltd	5
(b)	Private Ltd./LLP	4
(c)	Partnership	3
(d)	Others	2

3. Information required from point number (i) to (x) above should be supported with certified/attested copies of the relevant documents confirming compliance of Technical bid evaluation criteria by the tenderer for evaluation.
4. Out of the various bidders achieving minimum 60 Qualifying marks in the Technical Bid Evaluation above shall be shortlisted for participating in the Price Bid Evaluation vide Annexure-C

We have read and understood the abovementioned prequalification criteria and shall abide by the same.

Signature of the Contractor with Seal

(A) EVALUATION OF PRICE BID

1. The Bidders qualified in the Technical Bid evaluation as above shall only be allowed to participate in the online price bidding through Service Provider's Portal mentioned herein before.
2. The award of contract will be made to the bidder whose bid has been determined to be the lowest, responsive and complying all the prequalification and statutory criteria stipulated in the Technical Bid, Price Bid as also the receipt of satisfactory confidential reports sought from the present / previous employer.
3. The Bank reserves their rights to accept any or to reject all the bids without assigning any reasons therefor and no correspondence shall be entertained in this regard.

We have read and understood the abovementioned prequalification criteria and shall abide by the same.

Signature of the
Contractor with Seal

Name:.....

Place:.....

Date:.....

APPLICATION FORM

1 Name of the organization

2 Address

3 Name, TelephoneNos. including Mobile number & e-mail id of contact person

4 Year of establishment (Supporting document to be submitted)

5 Annual turnover for the last 3 financial years (year-wise) ending 31.03.2020

Financial Year	Annual Turnover
FY 2019-20	
FY 2018-19	
FY 2017-18	

6 Details of Similar works completed during the last 7 years (Details may be given in enclosed format – Annexure 4)

7 Details of works under execution / awarded : (Details may be give in the enclosed format – Annexure -5)

8 List of Professionals / Technical / Non-technical Personnel employed permanently (Details may be given in the enclosed format – Annexure 7)

- 9 Constitution of the Firm (whether Public or private company/firm/Proprietary)
- 10 Whether registered with the Registrar of :Companies /Registrar of firms(if so, mention number and date and supporting documents to be submitted)
- 11 Registration with Govt. Authorities
 - a. Income-tax (P A N)No. :
 - b. Goods & Service tax no.(GST) :
 - c. EPF Registration No. :
 - d. ESI Registration No. :
 - e. Contract Labour :
- 12 Names of Directors/ Proprietor/ Partners/ Associates
- 13 Bio-data of Directors / Partners/ Associates, Details may be given in the format mentioned below
- 14 Amount of service tax/ GST paid year-wise during last 3 financial years ending 31.03.2021
- 15 Details of Plant & Machinery/ Manufacturing unit/ tools/equipment owned by the company (Details may be given as a separate enclosure)
- 16 Banker's Name & address (Enclose solvency certificate from the Bankers)
- 17 Latest Income Tax Clearance Certificate to be enclosed.

18 List of empanelment /enlistment /registration with other Organizations /statutory bodies etc.(If so, furnish their names, category and date of registration)

Name of the Organization	Category	Year since empanelled

19 Name and address of the persons who will be in a position to certify about the quality as well as performance of your firm

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

Signature of the applicant with seal

Date:

Place:

Annexure-2

BIO-DATA OF THE DIRECTORS/ PARTNERS/ KEY ASSOCIATES

1. Name :

2. Date of Birth :

3. Associate with the
organization since:

4. Professional Qualification :

5. Professional Experience :

6. Professional Affiliation :

7. Membership in :

8. Details of Published papers in
:Magazine/Journals (if any)

9. Details of cost effective
:methods/ innovative techniques
adopted in the project

10 Exposure to new material / technology:

Signature of Applicant with Seal

FINANCIAL INFORMATION**I. Bank DETAILS**

Name of the Bank :
 Branch with Address :

 City :
 Contact Person in the Bank :
 Contact Details :

II. DETAILS OF CHARTERED

ACCOUNTANT Name :
 Address :

 Registration details of accountant :
 Contact Number :
 E-mail address :

III. FINANCIAL ANALYSIS – Details to be furnished duly supported by figures in Balance Sheet/Profit and Loss Account for the last Five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income-Tax Department (Copies to be attached).

SN	YEARS	2016-17	2017-18	2018-19	2019-20	2020-21
(i)	Gross Annual Turnover in Facility Management Works					
(ii)	Profit/Loss					
(iii)	Financial Position					
	a. Cash					
	b. Current Assets					
	c. Current Liabilities					
	d. Working Capital (b-c)					
	e. Current Ration					
	f. Acid Test Ratio (Quick Assets/ Current Liabilities (a/c))					

IV. Income Tax Clearance Certificate (if applicable)

V. Solvency certificate from Bankers (Schedule Bank) of Applicant.

VI. Financial arrangements for carrying out the proposed work

Signature of Applicant with Seal

**DETAILS OF ALL 'SIMILAR' WORKS COMPLETED DURING THE LAST SEVEN YEARS
(DURING 01-07-2014 TO 31-08-2021)**

(Enclose supporting documents i.e. Work order and Satisfactory Completion Certificate
Obtained from the Clients)

S. No.	Name of Work	Name of the Client (with Brief Address of Concerned Office & Contact No. and e-mail ID)	Type of Client / Owner Mention Govt. / Semi Govt. / PSU / Bank	Date of Agreement with Client	Location and Scope of the Work	Actual Value of the Work	Scheduled date of commencement as per contract & actual date of Commencement	Stipulated Date of completion & Actual date of completion	Litigation / Arbitration pending/ In progress with details (if any)

Signature of Applicant with Seal

DETAILS OF ALL 'SIMILAR' WORKS ON HAND- UNDER EXECUTION OR AWARDED.

(Enclose Copies of Work Orders Issued by Clients)

S. No.	Name of Work	Name of the Client (with Brief Address of Concerned Office & Contact No. and e-mail ID)	Type of Client / Owner Mention Govt. / Semi Govt. / PSU / Bank	Date of Agreement with Client	Location and Scope of the Work	Actual Value of the Work	Date of commencement as per contract	Likely date of completion	If Work Left Incomplete or Terminated (Furnish reasons)

Note: 1. Information has to be filled up specifically in this format.

2. The projects mentioned in the above format shall be sorted in the order of cost of the project (Descending order).

Signature of Applicant with Seal

PERFORMANCE REPORT FOR 'SIMILAR' MAJOR COMPLETED WORKS (REFERRED TO IN ANNEXURE-4)

Name of the Work / Project & Location	
Scope of Work	

Sl No	Description	
1	Agreement No. & Date	
2	Estimated Cost / Tendered Cost	
3	Actual Value of Work done	
4	Date of Commencement	
a	Stipulated date of Commencement	
b	Actual date of Commencement	
5	Date of Completion	
a	Stipulated date of Commencement	
b	Actual date of Commencement	
6	Amount of compensation levied for delayed completion if any	
7	Performance report based on	
(i)	Quality of Work	Excellent/Very Good/Satisfactory/Good/Poor
(ii)	Time Management,	Excellent/ Very Good/Satisfactory/Good/Poor
(iii)	Resourcefulness	Excellent/Very Good/Satisfactory/Good/Poor
(iv)	Financial Soundness	Excellent/Very Good/Satisfactory/Good/Poor
(v)	Technical Proficiency,	Excellent/Very Good/Satisfactory/Good/Poor

Superintending Engineer/ Chief Project Manager
Name of Organization

Note :

1. The performance report is to be submitted separately for all major works mentioned in Annexure 4
2. The performance report preferably be submitted in the above Proforma. In case, different proforma is used, the applicant shall ensure that the report / certificate shall contain all the above

information/details.

**DETAILS OF KEY TECHNICAL AND ADMINISTRATIVE PERSONNEL EMPLOYED
IN THE ORGANIZATION**

Sr. No.	Name & Aadahar No.	Designation	EPF & ESIC No.	Educational Qualification	Professional Experience	Length of continuous Service with Employer in years
1	2	3	4	5	6	7

Note:

- Details of Technical personnel shall be provided qualification-wise
- Organization chart of the company ,additional information about Technical and administrative personnel, if any, may be submitted on separate sheet

Signature of Applicant with Seal

DECLARATION OF NEAR RELATIVES OF SBI EMPLOYEES

I/We.....S/o/D/o.....

.....Residing
at.....

.....hereby certify that none of our relatives(s) as defined in the Tender document is/are employed in SBI as per details given in tender document. In case at any stage, it is found that the information given by me is false / incorrect, SBI shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

(The near relatives are members of a Hindu undivided family/husband and wife/ the one related to the other in the manner as father, mother, son(s) and son's wife (daughter-in-laws), daughter (s), husband (son-in-law), brother(s) and brother's wife, sister(s) & sister's husband (brother-in-law).

Place :

Date :

Signature of Applicant with Seal

Name in Capital Letters:

Address:

FORM OF BANKERS' / SOLVENCY CERTIFICATE FROM A
SCHEDULED COMMERCIAL BANK

To,

**The Regional Manager,
State Bank of India,
Regional Business Office-I
Near Kollam Railway Station,
Kollam-691001**

No:

Date:

SOLVENCY CERTIFICATE

This is to certify that, to the best of our knowledge and information, information, M/s/Sri....., a customer of our Bank, has been maintaining Savings Bank / Current Account bearing number with our.....Branch, since(Month and Year).

We understand from the customer that the certificate is for the purpose of Tender with your organisation. We further certify that M/s/ Sri is solvent to the extent of INR..... (Rupees only).

This certificate issued by the Bank on the specific request of the customer and should be regarded as without any guarantee or liability, financial or otherwise, on the part of the Bank or its officials.

(Signature)

For the Bank:

Note:1. Bankers certificate should be original on the letter head of the issuing Bank duly sealed in cover and addressed to enlistment authority. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

DECLARATION

(TO BE SUBMITTED BY THE APPLICANT ON THEIR FIRM / COMPANY'S LETTER HEAD ALONG WITH THEIR APPLICATION)

**The Regional Manager,
State Bank of India,
Regional Business Office-I
Near Kollam Railway Station,
Kollam-691001**

I/ We here by certify that:

1. I / We have submitted PQ document strictly on the format prescribed by the Bank and are available on the Bank's website & there is no change in formatting, number of pages etc
2. I / We have checked that no page is missing and all pages as per the index and checklist are available & that all pages of PQ document submitted by us are clear & legible.
3. I / We have signed (with stamp) all the pages of the PQ document before submitting the same.
4. I/ We have sealed the PQ documents properly before submitting the same.
5. I/ We have read carefully & understood the instructions to the applicants.
6. I / We hereby understood and accordingly confirm that all Tender documents and supporting Prequalification documents/ annexures etc. are required to be submitted by us strictly in the prescribed format only. In case, the Bid/documents submitted by us alongwith this tender is found in any other formats and not complying this condition, we hereby authorise the Bank to summarily reject our tender for which we shall not make any protest.
7. I / We have not made any modification / corrections / additions /deletions etc in the PQ documents downloaded from web by me / us. In case at any stage

later, it is found there is difference in our downloaded PQ documents from the original and /or any documentation, SBI shall have the absolute right to disqualify / reject our Tender and also debar me / us in participating in anyfuture tenders of Bank without any prior intimation to me/ us.

8. I/We hereby undertake and confirm that all the information furnished in this tender is correct and true to the best of our knowledge and belief and we own full responsibility for its correctness and authenticity.
9. I/ We understand that our EMD of Rs.1.00 Lacs is liable to be forfeited if :
 - a. If we withdraw our tender before the expiry of tender validity period / makes any modification in the tender terms & conditions.
 - b. If we fails to fulfil any of the tender terms & conditions after allotment of work.

Signature of Contractor with Seal

SUBMISSION OF BIDS

1.0) TECHNICAL BID

1.1) Tender documents for technical bid contains 64 pages and shall be submitted in separate sealed cover along with the duly certified documents mentioned in the 'eligibility criteria' and superscribing "**COMPREHENSIVE ANNUAL CONTRACT FOR HOUSE KEEPING & MAINTENANCE SERVICES AT ALL THE SBI BRANCHES UNDER RBO I, KOLLAM UNDER AO,KOLLAM**" to **Regional Manager, State Bank of India, Regional Business Office-I, Near Kollam Railway Station, Kollam-691001.**

1.2) Contractors failing to submit any of the above documents shall be liable for rejection.

1.3) Submission of false information in this regard may lead to termination of the contract and/ or forfeiture of EMD/ Security deposit and any other remedial action as per the discretion of the Bank.

1.4) Bank's decision as regards eligibility will be final and binding on the bidders. The tender document duly signed on all pages as a token of acceptance of the Notice inviting Tender including acceptance of the **Terms & conditions of E-tendering** by the bidder shall also be submitted along with the technical bid.

1.5) The tender documents for technical bid may be delivered either in person or by post so as to reach the Bank on or before the due date and time. The Bank will not be responsible for any postal delay / loss / non-receipt thereof. Tender received after the date / time specified above shall not be considered under any circumstance.

1.6) The tender documents are not transferable.

1.7) Incomplete tenders and those which do not conform to the requirements of the invitation for tenders are liable to be rejected.

1.8) Tenders submitted by a partnership firm shall be signed separately by all partners or by the duly authorised partner. In case of duly authorised partner signing the tender documents, the copy of authorisation along with copy of the partnership deed highlighting the relevant enabling provision for such authorisation or copy of Power of Attorney is also to be submitted. Tender by a company shall be executed by persons / duly authorised in terms of the Articles of Association of the Company as well as the resolution passed by the Board of Directors of the Company. Supporting documents in regard is also to be submitted.

1.9) The Bank reserve the right to verify with or visit the entity/ office/premises where the empanelled contractor is presently providing housekeeping and maintenance services or provided the service in the past and the feedback so received shall also have the bearing in the technical evaluation of a bidder.

1.10) **EARNEST MONEY DEPOSIT (EMD)& SECURITY DEPOSIT:**

The Earnest Money Deposit should be submitted along with technical bid in the form of a DD/BC issued by any Nationalized/Scheduled Bank drawn in favour of **State Bank of India** payable at **Kollam**. Tenders without EMD will be rejected. Bank is not liable to pay any interest on Earnest Money. The EMD of unsuccessful bidders shall be refunded to them without any interest after the decision to award the work is taken. The EMD of the successful bidder shall be refunded on submission of Security Deposit for the due fulfillment of the contract. If the successful bidder refuses to take up the work / does not start the work in time or fails to submit the security deposit, the EMD will be forfeited and the work order will be cancelled. The successful Contractor whose tender is accepted by the Bank shall be bound to deposit a sum equivalent to **5%** of accepted Annual Contract Value as Security Deposit (SD) in the form of bankers Cheque/demand draft issued by any Nationalized/Scheduled Bank favouring State Bank of India, payable at Kollam or Bank Guarantee issued by the scheduled Bank other than SBI or a fixed deposit in SBI duly noting a lien in favour of The Regional Manager, SBI, Regional Business Office-I, Kollam along with an authorization letter to encash the said deposit by the Bank.

On submission of security deposit by the L1 bidder, EMD shall be released. If the L1 bidder withdraws from the tender or non-submission of security deposit or non-execution of agreement within the specified time frame, their EMD will be forfeited.

1.11) **Opening of Technical Bid:**

On the date specified for opening of technical bid, it will be opened and evaluated. Representatives of Bidders, if they so choose may present during opening of Technical Bids. However Bids would be opened even in the absence of any or all the bidder's representatives. Only the bidder, who qualifies the technical bid alone will be allowed to participate in the price bid. The Bank will inform the technical bid qualifiers via e-mail.

1.12) **Details of Premises:**

The details of Premises is given is **Schedule - 1** of this technical bid. There may be marginal variations in area on either side. No extra claim will be entertained for variation in area of any buildings

2.0) **PRICE BID**

2.1)-The price bid of the technically qualified bidders will be obtained through e-tendering through E-procurement Technologies (P) Ltd.

2.2) The technically qualified bids/ short-listed bidders shall register and get user ID & password from Banks e-tendering portal <https://etender.sbi> and the same shall be got approved by the service provider, prior to e-tendering. On the stipulated date and time of e-tendering, the contractor shall login to the said portal and enter the rates online in the sealed bid format and other details like rate in words, amount etc., will be displayed automatically.

2.3) SAMPLE BUSINESS RULE DOCUMENT

Business rules for E-tendering of the Price Bid:

- Only technically qualified bidders notified in the website of the Bank will have to engage the services of an E-tendering service provider, M/s. e-Procurement Technology Pvt.Ltd., who will provide necessary training and assistance before commencement of online submission of price bids on Internet.
- The Bank will inform the technical bid qualifier/vendor by / e-mail, the details of service provider to enable them to contact and get trained.
- In case, there is any change in e-tendering service provider, the Bank will inform the qualified bidders suitably at appropriate time.
- Business rules like event date, closing and opening time etc. also will be communicated through service provider for compliance.
- Bidders have to send by email, the compliance form in the prescribed format (provided by service provider), before start of E-tendering. Without this the vendor will not be eligible to participate in the event.
- Contractors not qualifying the technical bid/ not submitting any one or more documents shall not be eligible to participate in the on-line price bidding.
- 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.

2.4) Terms & conditions of E-tendering:

The Bank shall finalize the Tender through e-tendering mode for which M/s. e-Procurement Technology Pvt.Ltd, Ahmedabad has been engaged by the Bank as an authorized service provider. Please go through the guidelines given below and submit your acceptance to the same along with your Technical Bid.

- a) E-tendering shall be conducted by the Bank through **M/s. e-Procurement Technology Pvt. Ltd., Ahmedabad**, on pre-specified date. While the Bidders shall be quoting from their own offices/ place of their choice, internet connectivity and other paraphernalia requirements shall have to be ensured by Bidders themselves. In the event of failure of

their Internet connectivity, (due to any reason whatsoever it may be) it is the bidder's responsibility. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements /alternatives such as back-up power supply whatever required so that they are able to circumvent such situation and still be able to participate in the E-tendering successfully. Failure of power at the premises of Bidders during the E-tendering cannot be the cause for not participating in the E-tendering. On account of this the time for the E-tendering cannot be extended and the Bank is not responsible for such eventualities.

- b) M/s. **e-Procurement Technology Pvt.Ltd., Ahmedabad** shall arrange to train nominated person(s), of the bidder without any cost. They shall also explain to the bidders all the Rules related to the E-tendering. The bidders are required to give their compliance on it before start of bid process.
- c) BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online-tendering.
- d) BID PRICE: The Bidder has to quote the rate as per the sealed bid displayed in the e-tendering portal.
- e) VALIDITY OF BIDS: The Bid price shall be firm for the period specified in the tender document and shall not be subjected to any change whatsoever.

2.5) Procedure of E-tendering:

Instructions for the Online Price Bid.

- The hardcopy of the Technical bid is available on the Banks website during the period specified in the NIT.
- Online e-tendering is open to the bidders who are technically qualified for participating in the price bidding, as per the provisions mentioned hereinabove, through SBI approved Service Provider.
- The Price-Bid shall be made available online by the Service Provider wherein the contractors will be required to fill-in their Item-wise rates for each item.
- The Bidders 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, etc.
- It is mandatory to all the bidders participating in the price bid to quote their rates for each and every item.
- In case, Bidder 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.
- While quoting rates, the bidders are advised to take into account all factors including any fluctuations in market rates of the cleaning materials, increase in minimum wages, inflation, etc. Please note that the rate quoted in the tender shall remain firm and valid

for the contract period. During this period, no request for enhancement / escalation in rates shall be considered under any circumstances except the increase in the minimum wages beyond 10 % of the applicable minimum wages as on date of e-tender, provided that such demand for increase in minimum wages are made in writing to the Bank within 45 days from the relevant Government Notification. In such circumstances, the minimum labour wages more than 10% **of the applicable rate of minimum wages as on the date of e-tender or last such enhancement made by the Bank** will be paid by the Bank to the Contractor as additional amount. For the purpose of calculation of such additional amount, the Bank will take into account of the actual number of employees engaged by the Contractor already informed to the Bank. For any change in minimum wages, less than 10% of the applicable minimum wages prior to such increase, the Bank will not make any additional payment. Notwithstanding whether or not the Bank will pay any additional amount as above, the Contractor is bound to ensure and pay minimum wages as applicable as per the Law to all persons engaged by them.

- The rate quoted by the bidder shall remain firm and shall cover and include cost of all materials required for housekeeping and maintenance works, wages to the labourers, supervisors, contractors profit, transportation charges and all statutory levies, applicable taxes, EPF, ESI, and any other statutory component as per the Central/State Government Minimum Wages Act.
- LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by M/s. **e-Procurement Technology Pvt.Ltd., Ahmedabad**. The Bidders are requested to change the Password after the receipt of initial Password from M/s. **e-Procurement Technology Pvt.Ltd., Ahmedabad**. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
- BIDS PLACED BY BIDDER: Bids will be taken as an offer to execute the work as specified. Bids once made, 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, SBI shall be at liberty to take action as per the tender terms and conditions including forfeiting their EMD.
- At the end of the E-tendering, SBI will decide upon the winner. SBI's decision on award of Contract shall be final and binding on all the Bidders.
- SBI shall be at liberty to cancel the E-tendering process /tender at any time, before ordering, without assigning any reason.
- SBI shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
- Other terms and conditions shall be as per techno-commercial offers and other correspondences in this regard.

2.6) OTHER TERMS & CONDITIONS:

- 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.
- The Bidder shall not divulge either his bids or any other exclusive details of SBI to any other party.
- SBI's decision on award of Contract shall be final and binding on all the Bidders.
- SBI reserves their rights to extend, reschedule or cancel any E-tendering within its sole discretion. SBI or its authorized service provider M/s. **e-Procurement Technologies (P) Ltd, Ahmedabad** shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- SBI or its authorized service provider M/s. **e-Procurement Technology, Ahmedabad** is not responsible for any damages, including damages that result from, but are not limited to negligence.
- SBI or its authorized service provider M/s. **e-Procurement Technology, Ahmedabad** 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.

N.B.:- All the Bidders are required to submit the Process Compliance Statement duly signed to M/s. e-Procurement Technology, Ahmedabad.

2.7) PROCESS COMPLIANCE STATEMENT

(The bidders are required to print this on their company's letter head and sign, stamp before emailing)

To,
M/s. e-Procurement Technology,
B-705, Wall Street - II, Opp. Orient Club,
Ellis bridge, Ahmedabad – 380006,
State Gujarat, India

**AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR
THE ONLINE E-TENDERING COMPREHENSIVE ANNUAL CONTRACT FOR
HOUSE KEEPING & MAINTENANCE SERVICES AT ALL THE SBI BRANCHES
UNDR RBO I, KOLLAM UNDER AO, KOLLAM**

Dear Sir,

This has reference to the Terms & Conditions for the E-tendering mentioned in the Tender document

This letter is to confirm that:

- The undersigned is authorized representative of the company/Firm.
- We have studied the Commercial Terms and the Business rules governing the E-tendering of the price bid as mentioned in Notice Inviting Tender of the Bank as well as this document and confirm our agreement to them.
- We also confirm that we have taken the training on the E-tendering tool and have understood the functionality of the same thoroughly.
- We confirm that the Bank and M/s. **e-Procurement Technology Pvt.Ltd., Ahmedabad** shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-E-tendering platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the E- tendering event.
- **We confirm that we have (or we shall obtain if demanded by the Bank) a valid digital signature certificate issued by a valid Certifying Authority.**

We, hereby confirm that we will honor the Bids placed by us during the E-tendering process.
With regards, Date:

Name & Signature with company seal:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

(Shortlisted/ qualified bidders shall scan and send this Document to the service provider)

3.0) AWARD OF CONTRACT

6.1. At the end of the E-tendering of the price bid, the Bank will decide the successful bidder. The Bank's decision on award of Contract shall be final and binding on all the bidders.

6.2. Final award of the contract for the above services will be subject to the approval of the Competent Authority in the Bank.

6.3 - The Bank does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all the tender received without assigning any reasons.

6.4- 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 tenders without giving any reasons thereto with no cost to the Bank.

6.5. The Bank reserve their rights to withdraw/cancel/delete/add housekeeping and maintenance services from the above mentioned premises in part or whole any time during the currency of contract by giving 15 days' notice in writing without assigning any reasons therefore and the contractor shall have no right to make any representation for the same.

4.0) Signing of Contract Documents –

The successful bidder shall be bound to implement the contract by signing an agreement in the format prescribed by the Bank, in Non judicial stamp paper of Rs 700/- or such other value within 15 days from the receipt of intimation of acceptance of his tender by the Bank. The specifications, duration of the work and the terms and conditions under which the contract is required to be performed and also the rights and obligations of the person/s whose tender is accepted shall be as per the said agreement and Notice Inviting Tender. A copy of the draft agreement is enclosed and the bidders submitting the tender shall have read the same and is always deemed to have read and understood the same before submitting the tender. The contractor shall bear all the cost and expenses in respect of all charges, stamp duty etc. of the agreement.

5.0) PERIOD OF CONTRACT, PRICE/RATE

5.1) On execution of the agreement, the duration of the contract for the above services would be for a period of twelve (12) months with effect from the date as stated in the work order subject to renewal for a further period of one year at the same rate at the option of the Bank on the same terms and conditions and upon renewal of License by the Contractor on or before expiry of the License granted by the Appropriate Authority under Contract Labour (Regulation & Abolition) Act, 1970.

5.2) The price/rates quoted/mentioned in the e-price bid, agreed and accepted by the contractor shall be binding on the contractor and the contractor shall not have any right to claim any variation during the period of contract. The rates quoted shall be deemed to include and cover all costs, expenses, taxes and liabilities of every description and all risks of every kind of action to be taken in performing the contract. The Contractor shall be deemed to have known the nature, scope, magnitude and extent of services to be rendered,

fluctuations in market rates, if any and materials to be procured, payment of minimum wages and other statutory payments for the workers to be employed by them though the contract documents may not fully spell out all the details.

5.3) The rate quoted by the contractor shall be firm for the contract period and during this period, no request for enhancement / escalation in rates shall be considered under any circumstances except the increase in the minimum wages beyond 10 % of the applicable & published minimum wages as on date of e-tender, provided that such demand for increase in minimum wages are made in writing to the Bank within 45 days from the relevant Government Notification increasing the applicable minimum wages. In such circumstances, the minimum labour wages more than 10% of the applicable & published rate of minimum wages as on the date of e-tender will be paid by the Bank to the Contractor as additional amount. For the purpose of calculation of such additional amount, the Bank will take into account of the actual number **of employees** engaged by the Contractor already informed to the Bank. For any change in minimum wages, less than 10% of the applicable minimum wages prior to such increase, the Bank will not make any additional payment. Notwithstanding whether or not the Bank will pay any additional amount as above, the Contractor is bound to ensure and pay minimum wages as applicable as per the Law to all persons engaged by them. The rate quoted by the bidder shall cover and include cost of all materials required for housekeeping and maintenance works, wages to the labourers, supervisors, contractors profit, transportation charges and all statutory levies, applicable taxes, EPF, ESI, and any other statutory component as per the Central/State Government Minimum Wages Act.

6.0) SECURITY DEPOSIT

The Contractor shall have to furnish a security deposit equal to 5 % of annual contract amount in the form of bankers Cheque / demand draft issued by any Nationalized/Scheduled Bank in favor of State Bank of India payable at **Kollam or Bank Guarantee issued by any scheduled Bank other than SBI** within a period of 15 days of the date of award of contract conveyed to him by Bank. No interest shall be paid by the Bank on the security deposit. The deposit amount will be refunded after 3 months of expiry / termination of the contract after deducting the amount against any loss caused due to the negligence/violation of terms and conditions by the contractor.

7.0) VALIDITY OF TENDER: The quoted e-price bid shall be valid for a **period of 90 days** from the last date of submission of the tender (online price bidding). If the bidder withdraws his/her offer during the validity period or makes modifications in his/her original offer which are not acceptable to the Bank, the Bank shall be at liberty to forfeit the EMD without prejudice to any other right or remedy.

8.0) GENERAL TERMS AND CONDITIONS

8.1) The Contractor shall arrange for the services as per the Scope of Work mentioned in clause No.9. The Contractor shall adhere to the Schedule as to the time and work to be performed as mentioned in the Scope of Work and more specifically described here under.

8.2). The contract is for providing the services and is not for supply of Contract Labour and that the persons employed by him for providing the services more fully described in Scope of Work shall be the employees of the Contractor and not of the Bank. The number of persons to be employed and the individual person to be employed for providing the said services shall be decided by the contractor who shall be liable to make payments to its said employees towards their monthly wages/salaries and other statutory dues like, EPF, ESI, minimum wages, bonus, gratuity, weekly off, etc.

8.3) The contractor must not have been prosecuted or suffered any penalty or any proceedings/disputes/cases are pending for violation of any labour laws by any Labour Authority/Competent Court. In such cases, Bank reserves its right to take final call subject to its satisfaction.

8.4) The contractor must neither be a sub-contractor to any other entity/person nor has at any time sub-let the contract awarded to the contractor to any other person.

8.5) The Bank may provide (but not bound to do so) a few selected articles/equipments for use in the Banks premises for the purpose. The contractor shall take care of the said articles/equipments as a Bailee, in terms of the provisions contained under the Indian Contract Act and duly return them in good working order and condition to the Bank on and at the expiry of the currency of these presents or on its sooner determination in terms of these presents. The daily and periodical maintenance of these articles/equipments shall be the sole responsibility of the contractor. The cost of replacement/repair and servicing of all the articles/equipment during the currency of these presents shall be borne exclusively by the contractor only.

8.6) All the materials used for services should be certified ISI mark and or as per the brand names/others as may be specified by the Bank. Chemicals, Sprays, Detergents and other materials should be of high quality satisfactory to the Bank and shall be procured from reputed dealers/shops. The contractor shall arrange for their purchases on his own and shall bear all expenses in connection with such purchases including their transportation. The contractor should maintain a backup register for each activity like cleaning, electrical, plumbing, carpentry, etc., whichever is applicable and enter items purchased by him during the month and will submit Xerox copy of register along with original bills, while submitting their monthly contract bills for which approximate amount had been quoted in their tender bid.

8.7). The contractor shall always have on his active rolls the services of sufficient number of able, efficient, clean, healthy, honest, well-behaved and skilled persons including qualified technical or supervisory staff for rendering services at the Establishment/s. The contractor

is also bound to ensure that no person is continuously engaged in the same premises beyond any reasonable period so as to cause operational risk.

8.8). It will be contractor's responsibility to ensure that the obligations under the notice inviting tender/contract are duly performed and observed. The contractor shall ensure availability of adequate number of supervisors as his agents or nominees for supervising the services, who will personally supervise and check the working of their staff every day. The contractor shall maintain the 'Daily Report Register' of services every day and made available for inspection by the Chief Manager (CS& CM) and/ or Bank's other officials.

8.9) The contractor shall be responsible for the good conduct and performance on the part of his personnel and the contractor shall and be deemed, for all legal and contractual purposes, the employer of the said personnel engaged by him and such persons shall not have any claim for employment in the Bank in whatsoever and howsoever manner or in any connection therewith against the Bank now or at a future date. He will, at the request of the authorized officer of the Bank/establishment remove from the work any person engaged by him for the services, who may be unsuitable or incompetent or whose conduct is not trustworthy or who misbehaves and /or is not courteous, polite with the employees of the Bank or its customers or third parties.

8.10) The contractor shall strictly comply with all Labour and such other statutory and welfare legislations more particularly with the following:

- ✓ Contract Labour (Regulation and Abolition) Act, 1970 and Central Rules 1971,
- ✓ Minimum Wages Act, 1948,
- ✓ Employees Compensation Act, 1923,
- ✓ Payment of Wages Act 1936,
- ✓ Payment of Bonus Act,
- ✓ Employees' Provident Funds & M.P. Act, 1952,
- ✓ Payment of Gratuity Act,
- ✓ Employees State Insurance Act,
- ✓ Personal Injuries (Compensation Insurance) Act 1963,
- ✓ Migrant Labour Act,
- ✓ Employers Liability Act 1938,
- ✓ Code on Wages,
- ✓ Industrial Disputes Act 1947,
- ✓ Industrial Employment (Standing Order) Act 1946,
- ✓ Shop and Commercial Establishment Act, as applicable,
- ✓ Any other applicable State/ Central laws.

Any other Acts Central or States and statutory modifications thereof, that may be applicable or and rules framed there under from time to time or in relation to the services to be provided and the personnel engaged by the contractor and he shall be solely responsible for all acts of the said personnel so enrolled and there shall and will not be any privity of contract for any purpose and to any intent between the Bank and the said personnel so engaged by the contractor. The Bank shall not be liable nor answerable in respect of any claims or demands

in respect of any matter or on any account which may be raised by the said personnel so engaged by the contractor and it shall be the sole responsibility and liability of the contractor to answer all such claims or demands of the said personnel so engaged, under any law for the time being in force.

The contractor shall be responsible to ascertain and understand the applicability of various legislations (Laws) but not limited to the above mentioned legislations, and take necessary action to comply with the requirements of Law.

8.11) The contractor shall be responsible for the training, allotment of duties, hours of work and timings to the engaged personnel for the purpose. The contractor shall alone have the right to exercise control, give directions and, manage the personnel engaged for the purposes.

8.12) The contractor would get the police verification of all his employees hired for the purpose and submit a copy to the Bank. List of employees with their Name, Photograph, Permanent address, Local address, contact number will be deposited with the Bank.

8.13) The contractor shall also provide proper uniform to all the personnel and ensure their cleanliness and upkeep; separate uniforms need to be provided for different categories of staff viz. Technical, supervisors, skilled/unskilled and others etc.

8.14) The contractor shall ensure excellent standard of housekeeping and maintenance and also ensure that the entire premises are kept hygienic and clean. Preventive pest control measures will also have to be done by the contractor. The cleansing materials, equipments should be arranged by the contractor.

8.15) The contractor shall discharge his obligations under these presents most diligently, efficiently and honestly.

8.16) Additional requirement of housekeeping services-- for existing office / branch or for additional branch / office should be provided and rate per sq. feet will be worked out based on the rates quoted in the tender without any claim for extra charges.

8.17). The contractor shall bear all costs and expenses and stamp duty in respect of all Agreements that may be entered into with the Bank to give effect to this arrangement.

8.18) The contractor shall alone bear all taxes (except GST), rates, charges, levies or claims whatsoever as may be imposed or levied by the State/Central Government(s) or any local body or authority for and in connection with the rendering services.

8.19). The contractor will be obligated to meet the authorized officer once in a month for assessing and monitoring the quality of housekeeping services rendered. The contractor shall comply with such observations/feedback made and furnished by the Bank for

improvement of the services by him/her. However, the continuance of the contract shall be subject to the review of the performance from time to time and in case the performance is not found to be satisfactory by the Bank for any period under such review, the Bank at its discretion, reserves its right to terminate these presents under due notice to the contractor without incurring any further liability there for.

8.20). The agreement shall come into force and be effective for a period of one year. This agreement shall be terminated by efflux of time or earlier by fifteen days notice at the option of the Bank in the event of unsatisfactory performance or on breach of any of the stipulated conditions or qualitative dimensions of the various services agreed upon by the contractor under these presents. The contractor may, after giving three month's notice to the Bank terminate the contract, if he so desires at any time during the course of the currency of this agreement.

8.21) The contractor shall deposit a sum of **5% of accepted Annual Contract Value as Security Deposit (SD)** with the Bank for due fulfilment and performance of the contract. The security deposit will be returned without interest to the contractor after three months from the date of expiry of these presents provided that there are no defects or loss or damage caused to the Bank and/or materials/articles/equipments provided to him are duly accounted for and returned to the Bank in good working order and condition by the contractor to the satisfaction of the Bank and all his duties to the Bank and all other liabilities under any law or otherwise arising out of or in connection with or in respect of the services are fully settled.

8.22) The contractor undertakes, accepts and admits absolute and complete responsibility for the service conditions, claims, damages and other compensations of the personnel enrolled by him and will be liable for and unequivocally assume responsibility for due compliance with all the requirements of all statutory obligations, duties and liabilities (including insurance) in respect of such engagements, and to pay all such claims, costs, damages, expenses, fines, penalties and compensation which may arise out of any claim, suit or prosecution for contravention thereof. The contractor shall indemnify and keep the Bank indemnified from and against all such claims, demands, costs, charges, fines, or penalties and compensations etc. if any as aforesaid.

8.23) The contractor shall **arrange and pay for the policy under the Public Liability Insurance Act, 1991 and insure and keep insured all materials** which are or have been declared to be hazardous under the notifications issued or that may be issued from time to time under the above said Act or any Rule framed there under and which substances are used by the contractor during the course of the housekeeping services under these presents.

8.24) The contractor shall obtain **adequate Insurance Policy in respect of his workmen engaged for the service, towards meeting the Liability of Compensation arising out of the death, injury/disablement at work etc.** and shall regularly and punctually pay each

and every premium as and when the same shall become due during the currency of these presents. A copy of the same shall be submitted to the Bank.

8.25) The contractor shall submit the bills for the services rendered, only at the end of each month to the authorized officer who will scrutinize the bills and if found in order, certify for payment along with the certificate to the extent that all the equipments supplied by the Bank are well maintained and are in order. The payments as far as possible will be made within one week from the date of certification, subject to the condition that the contractor has produced proof for having paid the “Prevailing Minimum Wages” as notified by the Central /State Govt., whichever is higher to their labourers/ employees directly in their Bank accounts/disbursed to his employees in the presence of authorized representative of the Bank, EPF/ESIC or any other statutory recoveries effected from the employees to the concerned authorities and cleared/paid all his dues, viz. Labour Payments, taxes, levies, etc. as required to be paid /payable by him under any law for the time being in force.

8.26) The Bank further reserves the right to delete or reduce any item or sanction of the bills before affecting payment in case any complaints regarding quality of services inefficient service, non-adherence to agreed quality of materials or services have been received or notified by the Bank without assigning any reason whatsoever and no claim will be entertained in this regard.

8.27) In case the contractors fails to fulfil his obligations for any day or any number of days to the satisfaction of the Bank, for any reason whatsoever, the Bank shall without prejudice to their rights and remedies including the termination of the contract, be entitled to procure services from other sources and the contractor shall be liable to pay forthwith to the Bank the difference of payments made to such other services, besides damages at double the rate of payment for the period of failure in providing the services or part thereof.

8.28) All questions relating to the performance of the obligations under this agreement and to the quality of materials used in respect of the services and all the disputes and differences which shall arise either during or after the agreement period or other matters arising out of or relating to this agreement or payment to be made in pursuance thereof shall be referred to in the Bank, whose decision shall be final, conclusive and binding on the contractor.

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

8.30).The contractor should possess, for the entire duration of these presents, all licenses and registrations as may be required under any law and shall be responsible to register himself and obtain a valid license under Contract Labour (Regulation and Abolition) Act,

1950 and rules there under. The contractor shall comply with all rules and regulations in force under the said Act and rules. The contractor shall comply with all applicable laws, rules and regulations regarding to Provident Fund, Payment of Bonus, Minimum Wages, Migrant Labour Act , all the statues, rules, its amendments thereof specifically mentioned in clause No.8.35 or any other Statutory/Regulatory requirements. Any dispute regarding such dues shall and be dealt with and settled by the contractor.

8.31) The contractor shall in terms of the provisions of Sections 16, 17 and 18 of the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed under the said Act provide the prescribed amenities to its personnel. In case of failure of the contractor in complying with the said provisions, the Bank may provide the same when called upon to do so by the Competent Authorities and deduct the expenses incurred thereof from the bills of the contractor without prejudice to its other rights and remedies under these presents. The contractor shall be responsible for proper maintenance of all Registers, Records and Accounts so far these relate to the compliance of any and all statutory provisions/ obligations.

8.32) In terms of the provisions of the aforesaid Contract Labour (Regulation and Abolition) Act, 1970 and Rules 72 and 73 of the Rules framed there under, in case the same are applicable to the contractor, the contractor shall disburse the minimum wages payable to its personnel only in the presence of the Authorized Representative of the Bank and shall obtain due certification to that effect from the said Authorized Representative of the Bank. Any violation of the aforesaid provisions of the Law will entail forthwith termination of this contract in addition to such penal consequences as may be attended with under these presents.

8.33) Nothing contained in these presents is intended nor shall be construed to be a grant, demise or assignment in law of the premises or the articles/equipments or any part thereof by the bank to the contractor and or its personnel and they shall vacate and handover the same in good working condition and order upon termination of these presents either by efflux of time or otherwise.

8.34) The contractor shall not assign or sublet the benefits of this contract to any person or entity and in the event of any breach or violation thereof, the Bank may at its discretion but without prejudice to its other rights and remedies terminate this contract.

α) The contractor shall be responsible for any loss due to theft/pilferage and/or damage to the Banks property, when such damage is, in the opinion of the Bank, i.e. the said Authorized Officer , caused due to negligence, carelessness or any fault on the part of the contractor or his workmen/employees engaged for the services and the quantum of the loss arrived at by the said authorized officer is final and binding on the contractor and such losses shall be recovered by the Bank from the service charges payable to the contractor and from the Security Deposit. The contractor shall ensure that the character and antecedents of the personnel engaged by him are duly verified before such engagement.

β) If during the currency of the contract, any Statute, rules/govt. notification prohibit the execution of the services envisaged under this Agreement or otherwise, the contract shall come to an end forthwith and no compensation shall be payable to the contractor or his workmen/employees.

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

8.35) Price variation for Manpower cost: In the event of revision of minimum wages by the appropriate Government authority, the minimum wages, **higher of the known daily rate applicable as per the latest Central and State Government Minimum Wages Act** shall be paid to the labourers by the contractor from the date it is revised during the operation of the contract. However the escalation in the rate during the entire contract period up to 10% should be included in the rates quoted by the service provider and cannot be claimed as additional amount. However if there is any increase in the minimum labour wages beyond 10%, the additional payment as stated supra will be applicable subject to the terms and conditions stated therein.

8.36). The monthly rate of wages in respect of those for whom daily rate is fixed may be calculated by multiplying the daily rate by 26.

8.37) The minimum wages payable to the contract employee shall be higher of the known daily rate applicable as per the latest Central and State Government Minimum Wages Act.

8.38) The Contractor shall ensure that their employees are deployed in such a way that their stay in a particular branch / office be for not more than one year.

8.39) Rate shall also include ultimate disposal of garbage / waste papers etc. from the premises on day to day basis as being collected without accumulating within the premises.

8.40) The arrangements, performance etc., will be reviewed by the Bank once in a month. In case any dissatisfaction in the contract, the bank is entitled to terminate it by giving 15 days' notice.

8.41) The Contractor or any person engaged by the Contractor shall directly or indirectly use the name or any trademark of the Bank for any purpose without the prior written consent of the Bank. The Contractor or any of the persons engaged by the Contractor shall associate with or get involved with any other persons or entity illegally use the name or trademark of the Bank. The Contractor is bound to take suitable action against any of its employees violating any of the terms and conditions of the contract agreed with the Bank, in accordance with this tender.

8.42) The Tenderer should constitute a Sexual Harassment Committee under the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.

9.0) SCOPE OF WORKS

9.1) HOUSEKEEPING & MAINTENANCE SERVICES AT

(i) BRANCHES/ OFFICES UNDER SBI, REGIONAL BUSINESS OFFICE-I,KOLLAM

(I)Daily Cleaning

(A) Sweep Clean

- Sweep clean all floor areas.
- Damp moping of tiles, vitrified floors, staircases, elevators, floor, sidewalls and podium entrance areas.
- Floors shall be free of dirt, mud, sand, footprints, liquid spills and other debris.
- Chairs, trash, receptacles and easily movable items shall be moved to clean underneath.
- During inclement weather, the frequency may be higher. When completed, the floors and halls shall have a uniform appearance with no streaks, smears, swirl marks, detergent residue, or any evidence of dirt remaining or standing water.
- After sweeping all vitrified floors, areas would be machine scrub cleaned.
- Sweep clean of debris from walkways and driveways and hose clean them
- Floor mats to be cleaned and in case if it is not in good condition the **contractor has to arrange for the replacement of the same.**
- Contractor has to provide and use perfumes / air freshners etc every day after cleaning the premises.
- Cleaning of ceiling fungus/ cobwebs/ dust in the ceiling/ water dampness cleaning etc.

(B) Vacuum cleaning

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

(C) Washroom cleaning thrice a day

- Thorough cleaning and sanitization of toilets, bathrooms, wash basins and shower facilities, using suitable non-abrasive cleaners and disinfectants.
- All surfaces shall be free of grime, soap mud and smudges.
- Cleaning of mirrors, glass doors, glass windows, etc.
- Supply of good quality and reputed brand paper towels, toilet paper and liquid soap dispenser with liquid soap solution, in all bathrooms shall be performed.
 - Liquid soap for washing of high quality should be provided by the contractor in all toilet.
 - Dado wall/ door/ wash basin/ EWC etc should be cleaned daily.

(D) Trash removal

- Emptying all waste paper baskets, ash trays (if applicable) from all floor areas, and washing or wiping them clean with damp cloth, replacing plastic waste paper basket linings and returning items where they were located.
- All waste from waste paper baskets will be collected and deposited in the buildings waste containers.
- Dry & wet garbage would be segregated and dumped into designated area within the premises.
- Garbage should be removed daily from the toilet and should be disposed from the premises at the cost of the contractor

(E) Glass surface cleaning

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

(F) Spot Carpet Cleaning

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

(G) Damp & Dry Cleaning

- Wipe clean all white boards of meeting rooms, conference rooms, work stations, etc.
- Wipe clean all table top of work stations, cubicles and other furniture and fixtures.
- Wipe clean all stair case handrails, partition glass etc.

(H) Minor Sanitary Repairing

- **Water tap repairing, replacement, removing drainage block , wash basin, EWC block, manhole block etc , repairing work of the pump etc.**

(I) Water Supply

- In the event of shortage of water supply it will be contractor's responsibility to ensure that arrangements are made for shortage of water in sufficient quantities of drinking, washing, toilet purposes. The contractor should ensure the smooth working of water pump and municipal supply.

(J) Pest Control

- **Pest control should be done once in every 15 days after intimating the branch.**

(K) Miscellaneous works

- Refilling of drinking water in bottles when empty.
- Switching off the lights / fans/ AC when not in use.

(L) Attendants/Hamals

The contractor shall ensure availability of attendants / Hamals whose services will be utilized by the Dept in events of meetings, conferences and day to day works at different departments.

(II)Weekly Cleaning

(M)Deep Cleaning

- Stairways, surrounding common areas, terraces, generator rooms, AHU rooms, basements, car parking, etc.
- Ceilings, walls, partitions etc.
- Toilets and wash rooms.

(N)Window Glass Cleaning

- Interior & Exterior glasses will be cleaned on both sides, throughout the building.
- Exterior cleaning of the glasses where accessible.
- Dusting window sills and blinds.

(O)Sanitizing

- Office dust paper bins would be cleaned and sanitized.
- All washroom dustbins would be thoroughly cleaned and sanitized.
- All telephone instruments would be sanitized using disinfectants.
- Waste bins from Pantry and Cafeteria areas would also be thoroughly cleaned and sanitized with disinfectants.
- Thorough washing of all the walls and doors of all toilets with appropriate detergent and disinfectant.
- **Polishing:** all the door handles/door knobs, other brass fittings are required to be polished and kept in shining condition by using good quality polishing agents.

(III)Fortnightly Cleaning Services

(P) Dusting & Wiping

- Dusting and wiping light fixtures, when completed the light fixtures shall be free from dirt, grime, dust and marks.
- Applying metal polishes to accessories or door handles, hand railings, lift walls, etc.
- Cleaning compound walls.

(Q) Scrubbing

- Scrubbing of all floor areas with scrubbing machines

(R)Contractor shall also do the following tasks:-

- Sweeping, moping, machine scrubbing of all specified floors.
- Removing all garbage and replace cleaned bins. Garbage will be taken to the designated site at the complex from where the contractor will arrange for its disposal.
- Wipe clean of all glass doors and windows regularly. Maintain high standards of cleanliness and hygiene at all assigned areas throughout the premises.

External Façade: The service provider shall undertake cleaning of the glasses and glass panes from the exterior (the glasses/glass panes on the ground floor/basements, etc. on daily basis) by using Spiderman method once in three months. It will be the responsibility of the service provider to ensure that the necessary insurance cover is obtained well in advance and produced to the Bank before commencement of the cleaning work. It will also be necessary to obtain security clearance from the Manager (Security) or any other authorised person of the Bank

Daily Works	
Daily cleaning/ washing etc.	Sweeping, washing, moping Daily garbage clearance, glass cleaning, duct cleaning, floor washing, parking area washing, stair case washing, cleaning of chairs, computers, keyboards, collection of old newspapers, bundling & shifting to specified place, plants cleaning, terrace cleaning, etc.
Daily Electrical items cleaning/ checking/ reporting for maintenance of items to the electrical Section of the Bank and the concerned electricians for the purpose in a suitable format.	Lamp, tube lights, electrical fittings, false ceilings, wherever applicable and false ceilings of all lifts daily cleaning.
Daily cleaning of Plumbing accessories/ pipes/duct checking and reporting to the concerned officials and plumbers for the purpose in a suitable format.	Entire building toilets, breakages, leakages, choke-ups, water supply of toilets, supply of toiletries (Part of housekeeping consumables) in each toilets.
Daily cleaning/checking and reporting to the concerned officials and plumbers/carpenters for the purpose in a suitable format.	Handles, doors, door closers, fittings, windows, curtains etc.
Daily checking of stair cases/ corridors and reporting to the concerned officials in a suitable format.	It must be ensured that the stair cases are clean and free of any obstacles. There should not be hindrance for the users.
Manager & Supervisors	As per the requirement.

Supervisors/ Managers should visit different floors from time to time to ensure that each floors/ toilets etc. remain clean and ready for use round the clock.

Extra Amenities

Various floors	Hand Wash, C-Fold tissues, Air fresheners, Odonil, Sani-cubes, Naphthalene balls.
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- Following documents shall have to be maintained by the contractor.
 - a. Attendance register
 - b. Complaint register
 - c. Equipment recording registers on daily/weekly/monthly basis
- The Contractor workmen are required to perform the duties without waiting for specific directions/intimations from Bank. That the contractor shall also provide service in response to oral including telephonic notice by the Bank whenever necessary. No supervision will be provided by the Bank for any works. The contractor is solely responsible to ensure that no accident / damages occur to the installations / personnel during the operation and maintenance work.

The contractor should perform the following functions:

- Any loss or damage to the inventory by way of theft sabotage or mal-operation of equipment and machinery shall be made good by the contractor at his own cost.
- If any worker engaged, is found to be not suitable for the position, the contractor has to remove the person from the site immediately and substitute is posted. The decision of Head of office, The Patent Office in this regard shall be final and binding on the contractor.
- No staff shall leave his duty unless relieved by his reliever, Head of Office, the Patent Office reserves the right to detain the staff for duty in the next shift if the reliever fails to turn up.
- Attendance register of the staff engaged shall be maintained and the same shall be countersigned by the authorized representative of the office.
- The staff appointed by the contractor shall have a good character and will be responsible for good behaviour.
- The contractor should submit the details such as ID proof address proof, bio data and police verification reports of all employees provided by the contractor.
- Bank shall in no way be involved in any dispute of whatever kind between the contractor and the staff engaged by him.
- In case of leave of any staff, a substitute has to be arranged by the contractor who has got the required qualification and adequate experience. The staff will attend the duty on all days.
- The contractor shall arrange uniform for all the workers at its own cost & nothing extra will be paid.
- Agency shall maintain log book and attendance record as well as History Book at site and shall record the data as per instruction of the Officer in Charge.
- Bank will not be responsible, if any accident occurs or whatsoever due to negligence of worker employed & no compensation shall be paid by the Bank.
- The contractor shall provide sufficient safeguard to avoid any accident.

- The contractor shall ensure to provide an alternate qualified manpower or replace with a standby in case any of the regular staff deployed is absent or on leave.

The rates for all the items specified herein include labour charge, material, machine, ladders, all taxes except GST, labour insurance cost, police verification cost, minimum wage, EPF, PF, labour accommodation, dress, food and all other miscellaneous costs.

Daily material register to be maintained and the stock of materials to be approved by the Bank. The contractor has to maintain stock of all materials atleast for 2 months at any point of time. The bulk purchase of materials should be done only after certification of the samples by the concerned officials from the Bank. The contractor has to submit the bills of the materials purchased .

IV) MANPOWER REQUIREMENT:

1. Contractor shall ensure availability of Supervisor, Housekeeping men /women, lady attendants to complete and comply satisfactorily in tandem with the scope of works. Contractor to provide an analysis as to how many part time/full time workers are to be employed for satisfactory compliance.
2. The contractor must cover all employees under his charge for all statutory compliances like police verification, ESIC, PF, Accidental insurance / death. All housekeeping staff must have trained with at least 2 years / experience in a similar building to perform, duties entrusted to them and must be in proper uniform at all times.
3. Contractor shall ensure that all employees have fitness certificate from Doctor.

4. Note:

- (i) The staff should wear immaculate dress with company's logo and photo identity card.
- (ii) The contractor to provide quality naphthalene balls, odonil, phenyl, all-out, toilet soap and vim / detergents. The quality and quantity shall be approved / determined by the Bank.
- (iii) In case it is observed that the cleaning material used is of inferior quality or insufficient quantity is used, the Bank will reserve the right to purchase the same itself and deduct the cost thereof from the monthly bill payable to the contractor.

V) HOUSE KEEPING EQUIPMENTS / CONSUMABLES

Machinery & Equipment

Wet & Dry Vacuum Cleaner heavy-duty industrial type (2 Nos.)

Mechanized Battery / fuel operated floor sweeper for external areas

High-pressure jet with accessory (1 No.), multipurpose housekeeping trolley (1 No.), mopping bucket with squeezer (3 Nos.), Ladders 30ft., 8ft.

Carpet shampooing /cleaning machine/scrubbing machine.

<ul style="list-style-type: none"> • Dry Mop Set • Dry Mop Refill • Flat Mop Set • Flat Mop Refill • Round Mop Set • Round Mop Refill • Soft Broom • Hard Broom • Tall Sweeping Brush • Scrubbing Brush with Long Handle • Kitchen Wiper • Floor Wiper (Fiber) • Hand Brush Hard • Carpet Brush • Feather Brush • Toilet Brush • Choke Pump • Dust Pan • Dust Pan with Brush • Scrapper • Glass Duster • Checks Duster • Floor Duster 	<ul style="list-style-type: none"> • Scotch Brite • Sponge • Steel Wool • Spray Bottles • Rubber Gloves • Cotton Gloves • Plastic Buckets • Naphthalene Balls • Urinal Cubes • Flora Deodorant • Liquid Soap (Sada) • Fem Hand Wash • Marble (Multi purpose Liquid:3 in 1) • Perfume Cleaner • Baygon/Hit/No.P • Dettol • Air Freshener Bottle • Garbage Bag Big • Garbage Bag Medium • Garbage Bag Small • Toilet Rolls • C-Fold • Buckets and mugs
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10.0) IMPORTANT NOTES

- (i) The area shown is carpet area and the same is approximate. The contractor shall verify and satisfy himself regarding the area and other details, prior to quoting his rates, and submit his rates accordingly. Any additional claim in this regard will not be entertained in future.
- (ii) The quoted rate should include the minimum wages payable to the employees, all statutory payments, the cost of materials, service charges, contractors profit, insurance, cost escalation (men and materials) and all other services as stated in the tender document.

- (iii) The bidder shall provide allocation chart of the service charges to be applicable to each service area to be serviced as per Schedule- I which is to be submitted along with Technical Bid. Contractor has to furnish the complete details as aforesaid at the time of Technical Bid and the amount quoted by bidder in e-price bid shall match with the allocation of area, employees, material cost, service charges etc.
- (iv) Short listing/ selection of the bidders who had been terminated/ blacklisted or recommended for termination/ blacklisting by the Bank due to poor performance or violation of Government Norms regarding payment of minimum wages, ESI etc., shall be at the sole discretion of the Bank only.
- (v) The contractor has to quote the amount considering the variations in the labour wages in the contract period against the required manpower, however the contractor has to disburse the labour payment not below the minimum wages as per the Central/State Govt rate, whichever is higher as applicable from time to time, GST will be paid extra, as per Government rule.
- (vi) Price Variation for Manpower Cost: In the event of revision of minimum wages by the appropriate Government authority, the minimum wages as applicable shall be paid by the contractor from the date it is revised during operation of the contract. However the escalation in rate during the entire contract period should be considered in the rates quoted by the service provider, subject to additional payment mentioned supra in case of variation of more than 10% in applicable minimum wages.
- (vii) Monthly payment to the manpower employed by the vendor must be paid either through cheque or by crediting directly in their Bank accounts. Vendors have to enclose copy of the details of monthly wages payment, EPF, ESI and other statutory component along with monthly bills for payment. Payment of Bonus has to be made monthly.
- (viii) Decision of SBI regarding allocation & distribution of work to the Contractor will be final. The bidders shall take note of the details given in Annexure- 13 to finalize their quote.
- (ix) If additional services are to be availed as per requirement, then tendered rates as per Annexure B will be proportionately increased based on the quantum of services availed.
- (x) If lesser quantity of services are to be availed as per requirement, then tendered rates as per Annexure B will be proportionately decreased based on the quantum of services availed.
- (xi) The Bank reserve the right to call for details such as persons engaged, details of minimum wages paid, proposed course of action in discharging any obligation as per the Contract, etc., from the Contractor. However, calling any such details shall not absolve any responsibility of the Contractor as per this document.

11.0) **GOVERNING LAW & JURISDICTION**-- This invitation to tender is governed by the laws of India and subject to the exclusive jurisdiction of the Courts in Kollam, Kerala.

12.0) TERMINATION OF CONTRACT

12.1) Apart from the reasons stated otherwise herein, the Bank shall have the right to terminate the contract even without any notice and without having any liability to pay any compensation to the contractor, in the following circumstances:

- The Contractor assigns or sub-contracts this contract without written consent of the Bank.
- In case the performance of the Contractor is found to be unsatisfactory and the contractor does not improve the service, in spite of demand made by the Bank. In such cases, the Regional Manager, SBI, RBO-I, Kollam shall be sole authority to decide and judge the quality of service rendered by the contractor whose decision shall be final and binding on the contractor.
- If it is found that the contractor is providing the service violating the provisions of any law which he is required to comply in providing the service.
- If at any stage during the period of the contract any case involving moral turpitude is instituted in court against the contractor or its personnel.
- If any of the representations made by the contractor based on which the contract is awarded is found to be false / untrue.
- Any action including notice for non-payment of minimum wages are initiated/ issued against the Contractor by the Labour authorities.

12.2) Without prejudice to the above rights to terminate the contract without notice as stated above / and /or elsewhere herein, the Bank may also in case of noncompliance / non-performance of any of the terms and conditions of the contract, issue a notice of 15 days requiring the contractor to comply with the conditions and in case the contractor does not rectify the deficiency / take steps for compliance then the Bank shall be entitled to treat the contract as terminated. If the Bank exercises its right to terminate the contract for non-performance / noncompliance of any of the terms of the contract, then the entire security deposit furnished by the contractor or part thereof as may be decided by the Bank in its discretion shall stand forfeited.

12.3) On the expiry of the period of contract or its earlier termination by the Bank, the Contractor shall remove his properties / personnel/employees from the premises of the Bank and hand over to the Bank all the articles/properties entrusted/provided by the Bank to him in good order. On termination of contract by the Bank for any reason whatsoever, the Bank shall be entitled to engage the services of any other person, agency or contractor to meet its requirement without prejudice to its rights including claim for damages or other amounts due from the contractor.

13.0) FORMAT FOR THE AGREEMENT TO BE EXECUTED BETWEEN THE BANK AND SUCCESSFUL CONTRACTOR

AGREEMENT FOR HOUSEKEEPING AND MAINTENANCE SERVICES

THIS AGREEMENT made at Thiruvananthapuram on thisth day of2021

BETWEEN

THE **STATE BANK OF INDIA**, a body corporate constituted under the State Bank of India Act, 1955 having its Corporate Office at State Bank Bhavan, Madame Cama Road, Mumbai-400021 India and having one of its Regional business Office Offices at Kollam-691001,KERALA represented by Sri. Regional Manager, SBI

Housekeeping – RBO-I, KOLLAM 52

Signature of bidder with seal

Regional Business Office-I, Near Kollam Railway Station, Kollam-691001 (hereinafter referred to as the Bank” which expression shall include wherever the context so permits its successors and assigns) ON THE ONE PART

AND

M/s..... (PAN No./CIN No-----)
... (Hereinafter referred to as “THE CONTRACTOR” which expression shall include wherever the context so permits its/his successors and assigns) ON THE OTHER PART.

The Bank and the Contractor are collectively referred to as “the Parties” and individually as “the party”.

WHEREAS,

The Bank has invited tenders for rendering Housekeeping/Maintenance Services (Services) at the premises the details of which are more fully described in the Schedule I of this agreement (establishment) and M/s.-----became the successful bidder and accordingly, the Bank desire to engage the Contractor for the service and terms and conditions specified herein.

NOW IN CONSIDERATION OF THE PREMISES, it is hereby agreed by and between the parties thereto as follows.

1. The Contractor shall arrange for the services at the Establishment. He shall adhere to the Schedule as to the time and work to be performed as mentioned in Scope of work & price bid, the Schedule more specifically described hereunder and elsewhere in this agreement and the notice inviting tender.
2. The charges to be payable by the Bank to the Contractor for rendering the services shall be Rs..... per annum (Rupees) inclusive of labour, material, equipment, all taxes (except GST)and shall be payable in twelve parts i.e., in the first week of succeeding month subject to satisfactory completion of work as per terms and conditions of the contract herein and detailed in Schedule I & II and verification/certification

of measurements by an officer of the Bank.. This agreement is for providing the services and is not for supply of Contract Labour and that the persons employed by him for providing the services more fully described in Schedule I&II shall be the employees of the contractor and not of the Bank.

3. The Bank may provide (but not bound to do so) a few selected articles/equipments for use in the Banks premises for the purpose. The contractor shall take care of the said articles / equipments as a bailee, in terms of the provisions contained under the Indian Contract Act and duly return them in good working order and condition to the Bank on and at the expiry of the currency of these presents or on its sooner termination in terms of these presents. The daily and periodical maintenance of the articles/equipments shall be the sole responsibility of the contractor. The cost of replacement / repair and servicing of all the articles/equipments during the currency of these presents shall be borne exclusively by the contractor only.

4. All the materials used for services should be certified ISI mark and or as per the brand names/others as may be specified by the Bank. Chemicals, Sprays, detergents and other materials should be of high quality satisfactory to the Bank and shall be procured from reputed dealers / shops. The contractor shall arrange for their purchases on his own and shall bear all expenses in connection with such purchases including their transportation. The contractor should maintain a backup register for each activity like cleaning, electrical, plumbing, carpentry, etc. and enter items purchased by him during the month and will submit Xerox copy of register along with original bills, while submitting their monthly contract bills for which approximate amount had been quoted in their tender bid.

5. The contractor shall always have on his active rolls the services of sufficient number (as indicated in his offer document) of able, efficient, clean, healthy, honest, well-behaved and skilled persons including qualified technical or supervisory staff for rendering services at the Establishment/s.

6. The contractor shall ensure availability of adequate number of supervisors as his agents or nominees for supervising the services, who will personally supervise and check the working of the Housekeeping personnel engaged by the Contractor.

7. The contractor shall be responsible for the good conduct and performance on the part of his personnel and the contractor shall and be deemed, for all legal and contractual purposes, the employer of the said personnel engaged by him and such persons shall not have any claim for employment in the Bank in whatsoever and howsoever manner or in any connection therewith against the Bank now or at a future date. He will, at the request of the authorized officer of the Bank / establishment remove from the work any person engaged by him for the services, who may be unsuitable or incompetent or whose conduct is not trustworthy or who misbehaves and / or is not courteous, polite with the employees of the Bank or its customers or third parties.

8. The contractor shall strictly comply with all Labour and such other statutory laws in relation to the services to be provided and the personnel engaged by the contractor and he shall be solely responsible for all acts of the said personnel so enrolled and there shall and will not be any privity of contract for any purpose and to any intent between the Bank and said personnel so engaged by the Contractor. The Bank shall not be liable nor answerable in respect of any claims or demands in respect of any matter or on any account which may be raised by the said personnel so engaged by the Contractor and it shall be the sole responsibility and liability of the Contractor to answer all such claims or demands of the said personnel so engaged, under any law for the time being in force.

9. The contractor shall be responsible for the training, allotment of duties, hours of work and timings to the engaged personnel for the purpose. The contractor shall alone have the right to exercise control, give directions and manage the personnel engaged for the purposes.

10. The contractor shall provide proper uniform to all personnel and ensure their cleanliness and upkeep. Separate uniforms need to be provided for different categories of staff viz. Technical, Supervisors, skilled/unskilled and others etc.

11. The contractor shall ensure excellent standard of housekeeping and maintenance and also ensure that the entire premises are kept hygienic and clean. Preventive pest control measures will also have to be done by the Contractor. The cleansing materials, equipments should be arranged by the Contractor.

12. The Contractor shall discharge his obligations under these presents most diligently, efficiently and honestly.

13. The Contractor shall alone bear all costs and expenses and stamp duty in respect of all Agreements that may be entered into with the Bank to give effect to this arrangement.

14. The contractor shall alone bear all taxes (except GST), rates, charges, levies or claims whatsoever as may be imposed or levied by the State / Central Government(s) or any local body or authority for and in connection with the rendering of services

15. The Contractor will be obligated to meet the Premises Committee once in a month for assessing and monitoring the quality of housekeeping services rendered as may be decided by the Bank and for which notice will be given to the contractor either in person or by a written communication. The Contractor shall comply with such observations/feedback made and furnished by the Bank for improvement of the services by him/ her. However, the continuance of the contract shall be subject to review of the performance from time to time and in case the performance is not found to be satisfactory by the Bank for any period under such review, the Bank at its discretion, reserves its right to terminate these presents under due notice to the Contractor without incurring any further liability there for.

16. The agreement shall come into force and be effective from _____ for a period of 1 (one) year and expires on _____ subject to the review of satisfactory performance as mentioned hereinabove. This agreement shall be terminated by efflux of time or earlier by **15 DAYS** notice at the option of the Bank in the event of unsatisfactory performance or on breach of any of the stipulated conditions or qualitative dimensions of the various services agreed upon by the contractor under these presents. The contractor may, after giving Three months notice to the Bank terminate the contract, If he so desires at any time during the course of the currency of this agreement. The contract may be renewed for a further period of 12 months at the same rate at the option of the Bank under the same terms and conditions stated in this Agreement.

Payment of Minimum Wages –The contractor shall bear variation in minimum wages up to 10% and their quoted rate should include such variations. However, if the minimum labour wages increases more than 10%, during the contract period, the

wages more than 10% will be paid by the Bank as authorised extra apart from the quoted rate as stated in this tender document. Then the rate more than 10% of the quoted rate will be considered as the revised index rate and the Bank will bear the expenses for the payment of increase in minimum wages only if there is an increase of more than 10% of the revised index rate. Comparison of minimum labour wages will be done for the known values. The Contractor is bound to raise any claim for additional amount as above, within 45 days from the relevant Gazette Notification and no enhancement will be permitted during one year. Notwithstanding the Bank pays or not pays any additional amount, the Contractor is bound to ensure payment of minimum wages to all persons engaged/ employed by the Contractor.

17. The contractor shall deposit a sum of **5% of accepted Annual Contract Value as Security Deposit (SD)** with the Bank for due fulfilment and performance of the contract. The Security Deposit shall be held in Term Deposit with the State Bank of India in the joint names of Bank and the contractor and all deposit receipt will be kept in the custody of the Bank. The Security Deposit will be returned to the contractor after three months from the date of expiry of these presents provided that there are no defects or loss or damage caused to the Bank and / or materials / articles / equipments provided to him are duly accounted for and returned to the Bank in good working order and condition by the contractor to the satisfaction of the Bank and all his dues to the Bank and all other liabilities under any law or otherwise arising out of or in connection with or in respect of the services are fully settled.

18. The Contractor undertakes, accepts and admits absolute and complete responsibility for the service conditions, claims, damages and other compensations of the personnel enrolled by him and will be liable for and unequivocally assume responsibility for due compliance with all the requirements of all statutory obligations, duties and liabilities (including insurance) and to pay all such claims, costs, damages, expenses, fines, penalties and compensation which may arise out of any claim, suit or prosecution for contravention thereof. The contractor shall indemnify and keep the Bank indemnified from and against all such claims, demands, costs, charges, fines or penalties and compensations etc. if any as aforesaid.

19. The contractor shall arrange and pay for policy under the Public Liability Insurance Act, 1991 and insure and keep insured all materials which are or have been declared to be hazardous under the notifications issued or that may be issued from time to time under the above said Act or any Rule framed there under and which are used by the Contractor during the course of the housekeeping services under these presents.

20. The Contractor shall obtain adequate Insurance Policy in respect of his workmen engaged for the service towards meeting the Liability of Compensation arising out of death, injury / disablement at work etc. and shall regularly and punctually pay each and every premium as and when the same shall become due during the currency of these presents.

21. The Contractor will submit the bills for the services rendered, only at the end of each month to the authorized officer and who will scrutinize the bills and if found in order, certify for payment along with the certificate to the extent that all the equipments supplied by the Bank are well maintained and are in order. The payments as far as possible will be made within one week from the date of certification, subject to the condition that the contractor has cleared / paid all his dues, viz. Labour payments, taxes, levies etc., as required to be paid / payable by him under any law for the time being in force.

22. The Bank further reserves right to delete or reduce any item or sanction of the bills before effecting payment in case any complaints regarding quality of services, inefficient service, non-adherence to agreed quality of materials or services have been received or noticed by the Bank without assigning any reason whatsoever and no claim will be entertained in this regard.

23. In case the Contractor fails to fulfil his obligations for any day or any number of days to the satisfaction of the Bank, for any reason whatsoever, he shall pay by way of liquidated damages a sum of Rs. 5000/- per item /floor per day for the entire number of such days and the Bank shall without prejudice to their rights and remedies including the termination of the contract, be entitled to deduct such damages from the money, if any, payable by them to the Contractor.

24. All questions relating to the performance of the obligations under this agreement and to the quality of materials used in respect of the services and all the disputes and differences which shall arise either during or after the agreement period or other matters arising out of

or relating to this agreement or payment to be made in pursuance thereof shall be referred to Regional Manager, SBI, RBO-I, Kollam in the Bank, whose decision shall be final, conclusive and binding on the contractor.

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

26. The contractor should possess, for the entire duration of these presents, all licenses and registrations as may be required under any law and shall be responsible to register himself and obtain a valid license under Contract Labour (Regulation and Abolition) Act 1950 and rules there under. The Contractor shall comply with all rules and regulations in force under the said Act and Rules. The Contractor shall comply with all applicable laws, Rules and Regulations relating to Provident Fund, Payment of Bonus, Minimum Wages, work men compensation or any other Statutory / Regulatory requirements including any State enactment relating to the above. Any dispute regarding such dues shall and be dealt with and settled by the contractor.

27. The Contractor shall in terms of the provisions of Sections 16, 17 and 18 & 19 of the Contract Labour (Regulations & Abolition) Act, 1970 and the Rules framed under said Act provide the prescribed amenities to its personnel. In case of failure of the contractor in complying with the said provisions, the Bank may provide the same when called upon to do so by the Competent Authorities and deduct the expenses incurred thereof from the bills of the Contractor without prejudice to its other rights and remedies under these presents. The Contractor shall be responsible for proper maintenance of all Registers, Records and Accounts so far these relate to the compliance of any and all statutory provisions / obligations.

28. In terms of provisions of the aforesaid Contract Labour (Regulation & Abolition) Act, 1970 and Rules 72 and 73 of the Rules framed there under, in case the same are made applicable to the Contractor, the Contractor shall disburse the minimum wages payable to its personnel only in the presence of the Authorized Representatives of the Bank and shall

obtain due certification to that effect from the said Authorized Representative of the Bank. Any violation of the aforesaid provisions of the Law will entail forthwith termination of this Contract in addition to such penal consequences as may be attended with under these presents.

29. Nothing contained in these presents is intended nor shall be construed to be a grant, demise or assignment in law of the premises or the articles / equipments or any part thereof by the Bank to the Contractor and or its personnel and they shall vacate and handover the same in good working condition and order upon termination of these presents either by efflux of time or otherwise.

30. The contractor shall not assign or sublet the benefits of this contract to any person or entity and in the event of any violation or breach thereof, the Bank may at its discretion but without prejudice to its other rights and remedies terminate this contract.

31. The Contractor shall be responsible for any loss due to theft / pilferage and / or damage to the Banks property when such damage is, in the opinion of the Banks authorized officer , caused due to negligence, carelessness or any fault on the part of the Contractor or his workmen / employees engaged for the services and the quantum of the loss arrived at by the said authorized officer is final & binding on the contractor such losses shall be recovered by the bank from the charges payable to the contractor and from the security deposit. The Contractor shall ensure that the character and antecedents of the personnel engaged by him are duly verified before such engagement.

32. If during the currency of the Contract, any Statute, Rules / Government notification prohibits execution of the services envisaged under this Agreement or otherwise, the contract shall come to an end forthwith and no compensation shall be payable to the Contractor or his workmen/employees.

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

34. The courts in Kollam City (Kerala State) alone shall have jurisdiction in respect of any matter touching these presents.

Signed and delivered by within named M/s. by the hand of its
Managing Partner for and on behalf of the Contractor in the presence of

1.

2.

Signed and delivered for and on behalf of the State Bank of India by
Witness:-

1.

2.

IDENTIFIED PREMISES, CATEGORY & AREA INVOLVED**SCHEDULE – 1****ALLOCATION CHART FOR HOUSE KEEPING & MAINTENANCE SERVICES**

SI No	BRANCH NAME	Categorisation as per Central Labour Act (B or C)	Categorisation as per State Labour Act ie, Municipality/Corporation or Other areas	Minimum no. of persons to be engaged	AREA (Sq Ft)
1	ANANDAVALLEESWARAM	B	Corporation	2	2457
2	AYATHIL	B	Corporation	1	1704
3	BEACH ROAD	B	Corporation	1	2750
4	BISHOP JEROME NAGAR	B	Corporation	3	3675
5	CHINNAKADA	B	Corporation	1	2192
6	KOLLAM CIVIL STATION	B	Corporation	2	5300
7	COMMERCIAL BRANCH	B	Corporation	2	3250
8	ERAVIPURAM	B	Corporation	2	3100
9	KADAPPAKADA	B	Corporation	1	2275
10	KILIKOLLUR	B	Corporation	1	3210
11	NRI KOLLAM	B	Corporation	1	1793
12	PBB, KADAPPAKADA	B	Corporation	1	1697
13	POLAYATHODE	B	Corporation	1	2820
14	RAMANKULANGARA	B	Corporation	1	2900
15	SAKTHIKULANGARA	B	Corporation	2	3165
16	THANGASSERY	B	Corporation	1	4000
17	THEVALLY	B	Corporation	1	2358
18	AMRITAPURI	C	Other Area	1	1115
19	CHATHANNOOR	B	Other Area	2	4291
20	CHATHANNOOR TOWN	B	Other Area	1	3271
21	CHAVARA	B	Other Area	2	4213
22	CHAVARA ADB	B	Other Area	1	3116
23	CHAVARA TOWN	B	Other Area	1	2255
24	CLAPPANA	C	Other Area	1	2100
25	KADAVOOR	B	Corporation	1	2310
26	KANNANALLOOR	B	Other Area	1	2400
27	KARICODE	B	Corporation	1	2244
28	KARUNAGAPALLY TOWN	C	Municipality	2	3379
29	KARUNAGAPPALLY	C	Municipality	3	8050
30	KERALAPURAM	B	Other Area	1	1680
31	KOTTIYAM	B	Corporation	1	2174
32	KOTTIYAM TOWN	B	Corporation	1	2763
33	MAYYANAD	B	Other Area	1	2600

34	OACHIRA	C	Other Area	1	3927
35	PARIPALLY	C	Other Area	2	3699
36	PBB,OACHIRA	C	Other Area	1	2498
37	PUTHIYAKAVU	C	Other Area	1	2412
38	SOUTH PARAVUR	B	Municipality	1	3150
39	THRIKKADAVOOR	B	Corporation	2	3590
40	VELAMANNUR	C	Other Area	1	2150
	TOTAL			54	118033

The contractor may employ sufficient/ adequate number of qualified employees which should not be less than that indicated above for effective discharging of the work. Onsite ATMs (if any) attached to the above premises is also included in the scope of works.

SCHEDULE II

Periodicity of House-Keeping Services

- Sweeping & Mopping of
 - Banking Hall/ Main office area : Three times a day
 - All Office rooms within the compound : Once a day
 - Lobbies & Corridors : Twice a day
 - Stair Case : Sweeping - twice a day
Mopping - once a day
 - Open terraces, Road/ Pavements : Sweeping - once a day
- Dusting of furniture : Once a day
- Vacuum Cleaning of Carpets/ : Once a week

Curtains/Sofa sets/dustbin/artificial plant

- Cleaning of toilets : Thrice a day
- Cleaning of Buckets/ Mugs with : Once a week
Vim/ detergent
- Cleaning of bathroom wall tiles : Once a fortnight
- Cleaning of window panes/ wall panelling : Once a fortnight
- Cleaning of fans/ switch-boards/walls/ : Once a month
- Tube-lights/ wall hanging : As and when required
- Opening of clogged drains/ sewer lines : As and when required

BRIEF DETAILS OF THE BIDDER**ANNEXURE 11**

NO	PARTICULARS	
1	NAME OF THE BIDDER	
2	MAILING ADDRESS WITH PIN CODE	
3	TELEPHONE No.	
4	MOBILE No.	
5	E-MAIL ID	
6	<ul style="list-style-type: none"> • PAN • GST No. 	
7	CONTACT PERSON WITH MOBILE/ PH No.	
8	PLEASE MENTION THE NAME OF DIGITAL CERTIFICATE HOLDER (INDIVIDUAL/ FIRM) WHOSE DIGITAL CERTIFICATE WILL BE USED FOR PARTICIPATING IN THE E-TENDERING	
9	CHECK LIST (TECHNICAL BID) <ul style="list-style-type: none"> • DD towards EMD • All pages of tender document duly signed and stamped • Sealed envelope containing all the above documents with address of the bidder & SBI with name of the work superscribed thereon. • Any other documents, if asked for 	Yes / No Yes / No Yes / No Yes / No
10	CHECK LIST (PRICE BID) (Price bid need not be submitted in physical form)	Price bidding shall be done online through Bank's e-tendering portal https://etender.sbi . The bidder shall register himself in the portal, prior to the date of e-tendering and obtain used ID & Password for logging in. The bidder shall contact M/s. e-Procurement Technologies Ltd for any assistance.

Accepted the terms and conditions of tendering.