

NIT NO	AO-BTI/2023-24/01
DATE	23/08/2023

e-TENDER



STATE BANK OF INDIA

PART-A

TWO BID TENDER SYSTEM THROUGH E-TENDERING PROCESS FROM
ELIGIBLE EMPANELLED VENDORS OF STATE BANK OF INDIA

Note: Bidder should possess valid digital signature for this e-tender

TECHNICAL BID FOR PRE QUALIFICATION

COMPREHENSIVE ANNUAL CONTRACT FOR HOUSE KEEPING &
MAINTENANCE SERVICES

AT

ADMINISTRATIVE OFFICE, BATHINDA

The Deputy General Manager,
State Bank of India, Administrative Office,
1st Floor, Amrik Singh Road, Bathinda-151001

Notice Inviting Tender (NIT)

Online E-Tenders are invited for Housekeeping & maintenance of Administrative Office-Bathinda.

1	Date of download of tender documents from Bank's web site http://www.sbi.co.in under "SBI in the news" in "procurement news".	From 23.08.2023 up to 13.09.2023
2	Pre-Bid Meeting at The Deputy General Manager, State Bank of India, 1st Ground Floor, Amrik Singh Road, Bathinda -151001	On 31/08/2023 at 3.00 PM
3	Last date and time for receipt of written queries for clarification from bidders	By 3.00 PM on 13/09/2023
4	Date of posting of clarifications on the Bidder's queries	05.09.2023 (Clarifications shall be posted only on the Bank's website. No individual communication shall be provided to the Bidder).
5	Last date and time for submission of online e-tender.	Date:13/09/2023 by 03.00 PM at https://etender.sbi
6	Earnest Money Deposit (EMD) & amount to be submitted at:	Rs 6000 (Rupees Six Thousand only) in the form of Bank Draft/Demand Draft/Banker Cheque issued by Nationalised/Scheduled Bank drawn in favour of SBI payable at Bathinda. EMD, of unsuccessful contractors will be returned and EMD of successful contractor will be returned on receiving <u>security deposit equivalent to 5% of annual contract value. Scanned</u> copy of DD/BC has to be uploaded along with other requisite documents and only original DD/BC has to be submitted at below address on or before due date. Tender shall be summarily rejected if original DD/BC not received. Hard copy of EMD to be submitted to

		<p>The Deputy General Manager, State Bank of India, 1st Ground Floor, Amrik Singh Road, Bathinda -151001</p> <p>Firms registered under NSIC / MSME under valid, renewed, specific grade are exempted to submit the EMD. The firms should submit the copies of the valid certificates.</p>
7	Date and Time of opening of e-tenders (Technical Bid).	Date: 15/09/2023 at 11.00 AM at above office address or subsequent date as advised by this office
8	Place of opening of Bids	Online through service provider
9	Address for communication:	Administrative Office, SBI , 1 st Floor, Amrik Singh Road, Bathinda 151001 Contact-0164-2242001 , cmhr.zobtd@sbi.co.in
10	Contact person	Administrative Office, SBI , 1 st Floor, Amrik Singh Road, Bathinda 151001 Contact-0164-2242001 , cmhr.zobtd@sbi.co.in
12	Bidder Contact Details	Bidder to Provide following information: 1.Name of the Company 2.Contact Person 3.Mailing address with Pin Code 4.Telephone number and Fax number 5.Mobile Number& E-MAIL
13	Date of Commercial Bid Opening	On a subsequent date which will be communicated to such bidders who qualify in the Technical Bid. Representative of Bidder may be present during opening of Price Bid. However Bids would be opened even in the absence of any or all of the Bidder's representatives.

14	Agency for arranging online bidding	<p>M/s. Antares Systems Limited, Registered Office: #24, Sudha Complex, 3rd Stage, 4th Block, Bangalore – 560079, Karnataka.</p> <p>Help Desk: 7503347659 / 9044314492 / 9073677150 / 151 / 152 / 9674758506 / 9674758723/26</p> <p>Contact Persons: (On working days 9 AM to 6 PM)</p> <p>1. Mr. Pushpraj Mobile No.: +91 7503347659 e-Mail: pushpraj@antaressystems.com</p> <p>Mr. Pravesh Mobile No.: +91 9044314492 e-Mail: praveshmani.t@antaressystems.com</p> <p>3. Mr. Kushal Bose Mobile No.: +91 9674758719 e-Mail: kushal.b@antaressystems.com</p>
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The Bank reserves the right to accept or reject any BID/OFFER received in part or in full, and to cancel the bidding process and reject all bids at any time prior to contract of award, without thereby incurring any liability to the affected bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground of the Bank's action. Bank reserves the right to reject any bid on security and/or other considerations without assigning any reason. Bank reserves the right to cancel the entire Bidding/procurement at any stage without assigning any reason whatsoever.

DEPUTY GENERAL MANAGER

PROCESS COMPLIANCE STATEMENT

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

M/s. Antares Systems Limited,
#24, Sudha Complex, 3rd Stage,
4th Block, Bangalore – 560079,
Karnataka

Dear Sir,

AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE
ONLINE E-TENDERING FOR HOUSEKEEPING & MAINTENANCE OF
ADMINISTRATIVE OFFICE, BATHINDA

This has reference to the Terms & Conditions for the E-tendering mentioned in the Tender document, this letter is to confirm that:

- 1)The undersigned is authorized representative of the company.
- 2)We have studied the Commercial Terms and the Business rules governing the E-tendering as mentioned in RFP of SBI / BANK as well as this document and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the E-tendering tool and have understood the functionality of the same thoroughly.
- 4) We confirm that SBI / BANK and M/s. Antares Systems Limited 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.
- 5) We confirm that we have a valid digital signature certificate issued by a valid Certifying Authority
- 6) We, hereby confirm that we will honour the Bids placed by us during the E-tendering process.
- 7) We confirm that we are the Contractors/Vendors/Service Providers for the captioned job. In the eventuality of any information found incorrect at any stage of the Tender, we hereby authorise SBI / BANK to disqualify/reject our Tender without notice and take further action as deemed fit.

With regards,

Date:-

Name:Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Contractor Signature with Seal

INSTRUCTIONS TO TENDERER

1. Purpose:

Annual Maintenance Contract for services such as housekeeping & Maintenance etc.

2. Invitation:

The empanelled eligible bidders desirous of taking up the project for supply of above Services for SBI are invited to submit their technical and commercial proposal in response to this Tender. The criteria and the actual process of evaluation and subsequent selection of the successful bidder (L1) will be entirely at Bank's discretion. We seek proposal from Bidders who have the necessary experience, capability & expertise to provide Maintenance and Housekeeping services adhering to Bank's requirement outlined in this Tender.

The bidders have to submit the Bid covering letter along with documents as per Annexure-'A'.

3. Eligibility Criteria:

Bid is open to all empanelled eligible Bidders of State Bank of India who fulfils the eligibility criteria. The bidders have to submit the details of eligibility criteria as per Annexure-B.

4. Disclaimer:

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

This Tender is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. No contractual obligation whatsoever shall arise from the Tender process unless and until a formal contract is signed and executed by duly authorized official(s) of State Bank of India with the successful Bidder. The purpose of this TENDER is to provide the Bidder(s) with information to assist the formulation of their proposals. This TENDER does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this TENDER and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this TENDER. Bank may in its absolute discretion, but without being under any obligation to do so, add all amend or supplement the information in this TENDER. No contractual obligation whatsoever shall arise from the TENDER process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.

5. The Bank reserves the right to accept or reject any Bid/ offer received in part or in full, and to cancel the bidding process and reject all Bids at any time prior to contract of award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action. Bank reserves the right to reject any Bid on security and / or other considerations without assigning any reason.

Bank reserves the right to cancel the entire Bidding / procurement process at any stage without assigning any reason whatsoever.

6. Earnest Money Deposit (EMD)

Rs 6000 (Rupees Six Thousand only) in the form of Bank Draft/Demand Draft/Banker Cheque issued by Nationalised/Scheduled Bank drawn in favour of SBI payable at Bathinda. EMD, of unsuccessful contractors will be returned and EMD of successful contractor will be returned on receiving **security deposit equivalent to 5% of annual contract value. Scanned** copy of DD/BC has to be uploaded along with other requisite documents and only original DD/BC has to be submitted at below address on or before due date. Tender shall be summarily rejected if original DD/BC not received. Hard copy of EMD to be submitted to

The Deputy General Manager, State Bank of India, 1st Ground Floor, Amrik Singh Road, Bathinda -151001

Bid Security Declaration” to be submitted along with tender document. Bid Security Declaration stating that If bidder backs out after being selected for any reason, the concerned bidder will be debarred from further participation for the TENDERS to be floated by the Bank during next one year.

Firms registered under NSIC / MSME under valid, renewed, specific grade are exempted to submit the EMD. The firms should submit the copies of the valid certificates.

The EMD may be forfeited:

If a Bidder withdraws or amends its bid during the period of Bid validity specified herein:
or

If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of contract; or

In case of a successful Bidder, if the Bidder fails to sign the contract with the Bank within a period of 30 days; or to furnish Security / Performance Guarantee to the Bank.

7. Performance Bank Guarantee (BG)

The selected bidder would be required to submit a performance Bank Guarantee to the Bank

for an amount equivalent to 5% of the annual value of the contract within 15 days from the issue of work order. The bank guarantee will be valid for a period of 13 months or such other extended period as the Bank may decide for due performance of the obligations undertaken by the successful bidder.

The bank guarantee should be issued by any scheduled commercial bank, other than SBI. A format for BG is attached as per Annexure –E.

The Performance Bank Guarantee is required to protect the interests of the Bank against the risk of non performance of the successful bidder or breach of performance of the conditions of the contract which may warrant invoking of Bank Guarantee (BG). Also, if any act of the Contractor results in imposition of Liquidated Damages, then the Bank reserves the right to invoke the Performance Bank guarantee.

8. Bidding Document:

8.1 Cost of Bidding: The Bidder shall bear all costs associated with the preparation and submission of its bid. Bank will not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

8.2 Content of Bidding Document

8.2.1 The bidding document provides overview of the requirements, bidding procedures and contract terms. It includes Introduction, Instructions to Bidder, Terms & Conditions of Contract, Eligibility Criteria, Technical Bid and Financial Bid.

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

8.3 Clarifications & Amendments:

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

8.3.2 The Bidders requiring any clarification on the bidding documents should submit written queries on or before date as mentioned in the NIT.

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

8.3.4 Any clarification issued by SBI will be in the form of an addendum / corrigendum and will be available in SBI's website – <http://sbi.co.in> under “SBI in the news” in “procurement news”. The amendment will be binding on all bidders. SBI, at its discretion may extend the deadline for submission of bids which shall be informed to all through SBI's website- <http://sbi.co.in> (SBI in the news/procurement news).

9. Bidding Process:

9.1 The tender (two bid system) shall be submitted through online (E- tendering), one containing PART-A (Technical Bid) and other Price Bid (PART-B), both to be submitted online through e-tender. All details with the relevant information / documents / acceptance of all terms and conditions strictly as described in this tender document will have to be submitted. In the first stage, only TECHNICAL BID will be opened and evaluated. EMD should be submitted physically at the office address mentioned in the NIT. Bidders satisfying eligibility criteria and agreeing to comply with all terms and conditions specified in this document will be evaluated for technical specifications. Only those who qualify in the Technical Bid shall be eligible to be considered for PART-B (Commercial Bid) opening. The Commercial Bids of those who do not qualify in the Technical Bid will not be opened.

9.2 The Bidder should be willing to participate in the on-line E- tendering to be conducted by Bank's authorized service provider on behalf of the Bank. If required Bidders will be trained by Bank's authorized service provider for this purpose. Bidder should also be willing to abide by the e-business rules for e-tendering framed by the Bank/ Authorized service provider. The details of e-business rules, process and procedures will be provided to the bidders. The bidder should obtain digital signature for participating in e-tendering.

10. Preparation and Submission of Bids:

10.1 The bids prepared by the bidder and all correspondence and documents relating to bids exchanged by the bidder must to be written in English.

10.2 Bidder must provide specific and factual replies to specific questions asked in the TENDER.

10.3 The bids should be uploaded directly on the portal <https://etender.sbi>

10.4 A letter on bidder's letter head mentioning.

- a) EMD amount (if applicable), technical competence and experience of the bidder.
 - b) Certifying that the period of the validity of the bid is 90 days from the date of submission of bid.
 - c) Confirming that the bidder has quoted for all the items / services mentioned in the bid in their commercial bid.
 - d) Supporting documents in respect of Eligibility Criteria as mentioned in Annexure- B.
 - i. Bidder's information as per Annexure C&D on bidder's letter head.
 - ii. Audited balance sheets and profit and loss account statement for last 3 years.
 - iii. A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.
 - iv. Response to all points of the Technical evaluation format as per Annexure-C&D.
- 10.4 Bidder should submit price bid as per **Annexure I** of the bid document through e-tendering
- 10.5 Bid prices:

The price quoted should inclusive of escalation on account of increase in tools cost during the contract period of initial one year and renewable at the same terms and conditions and contract period of another one year, including profit, lump sum payment towards the cost such as, Insurance, personal protective equipment, tools required, mobile charges, all taxes, uniform, duties & statutory levies etc. The successful vendor has to submit system generated GST tax invoice incorporating Bank's GST in number and vendor GST no. Manual GST invoices will not be accepted. Bidder should quote a reasonable price and the profit margin towards OHP cannot be less than the prescribed norms by the Government i.e. 3.85%. The tender shall be summarily rejected on this count. The consumables however will be supplied by bank and therefore should not be loaded in price bid.

Minimum wages /VDA as per Central Govt. Act/ Rules shall be payable by the Contractor on time to the Contractual labour. Minimum wages /VDA and any increase in minimum wages /VDA as per Central Govt. Act/ Rules, shall be reimbursed by Bank. Bonus as per Bonus Act shall be reimbursed.

It is further clarified that if at a particular district/place, wages of State Govt. are higher, then the higher wages of State will be paid by the Contractor and

same shall be reimbursed by Bank. Therefore these shall be not loaded in the commercial Bid.

10.6 Revealing of Prices:

The rates and/or prices in any form or for any reasons should not be disclosed in the technical or other parts of the bid except in the price bid and failure to do so would result disqualification and rejection of the bid.

10.7 Pre-Bid Meeting:

The vendor if requires any clarification then a pre-bid meeting on the date as mentioned in the NIT at the office address can be conducted. All communications regarding points / queries requiring clarifications shall be given in writing to the address as mentioned in NIT. The clarification on the quires shall be communicated to the bidders through the Bank's website www.sbi.co.in under procurement news.

10.8 Validity of Bids:

Bid shall remain valid for 90 days from date of submission mentioned at Bid Details. A bid valid for shorter period is liable to be rejected. The bidder may requires to give consent for the extension of the period of validity of the bid beyond initial 90 days, if so desired by the Bank in writing or by FAX/email. Refusal to grant such consent would result in rejection of bid without forfeiture of the EMD. However any extension of validity of bids will not entitle the bidder to revise / modify the bid document.

10.9 Bid Integrity:

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

10.10 Format and Signing of Bid

10.10.1 The bidder should prepare submission as per minimum eligibility criteria, Technical Bid, Price Bid and other requested information.

10.10.2 **All pages of the Bid document should be serially numbered and shall be signed by the authorized person(s) only and same to be uploaded on site as mentioned above. There is no requirement of submission hard copy bid documents (except EMD). In case only hard copy is submitted instead of uploading same on site then same will not be considered and will be rejected. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each**

page except for an un-amended printed literature. The bidder should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.

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

10.10.4 Bid should be typed and submitted on A4 size paper spirally bound securely and in serial order. Bidders responding to this TENDER shall submit covering letter included with the bid and compliance certification statement required for submission of a proposal.

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

10.11 Bid Currency:

Prices shall be expressed in Indian Rupees only.

10.12 Late Submission of bids:

Any bid uploaded after the due date and time will be rejected

10.13 Modification and Withdrawal of Bids:

Once bid is submitted no modification is permissible. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity.

11. Opening and Evaluation of Bids:

11.1 Opening of Technical Bid: All the Bids will be opened at the date, time & locations mentioned under the clause Bid Details. The technical bids will be open in the presence of representatives of the bidders who choose to attend.

11.2 Evaluation process

11.2.1 Preliminary examination:

The bids will be examined by the Bank to determine whether they are complete and EMD is accompanied (if applicable). A bid determined as not substantially responsive will be rejected. The Bank may, at its discretion waive any minor non conformity or irregularity in a bid which does not constitute a material deviation.

After opening of the technical bids and preliminary examinations, some or all of the bidders may be asked to make presentation of the solution/ services offered by them.

Any effort on the part of bidder to influence bid evaluation process or award of contract may result in the rejection of the bid.

11.2.2 PART-A Technical Evaluation:

Detailed technical evaluation will include, scrutiny of minimum eligibility criteria (as mentioned in Annexure B) and technical information submitted as per technical bid format (Annexure C & D) and site visits.

Bids meeting the eligibility criteria & having complied with the points of Technical Bid and attain minimum technical score shall be qualified for price bid opening & evaluation / E-tendering.

11.2.3 PART-B Commercial Evaluation:

The price bid of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting price bid set out in **Annexure-I**. The commercial offer should consist of comprehensive Cost for the tendered work. Bidder must provide detailed cost breakdown, for each and every categories mentioned in the commercial bid.

Note: The Bidders should ensure to follow the Minimum Wages (Central Govt.) Labour Laws, ESIC, EPF, Insurance and all statutory obligations, etc. while quoting the price bid and final price in the e-tendering. The price quoted should be inclusive of escalation including increase in tools cost etc. during the contract period of initial one year and renewable at the same terms and contract period of another one year, including profit, lump sum payment towards the cost such as Insurance, personal protective equipment, tools required, mobile charges, all taxes, uniform, duties & statutory levies etc. The successful vendor has to submit system generated GST tax invoice incorporating Bank's GST number and vendor GST no. Manual GST invoices will not be accepted.

Minimum wages /VDA as per Central Govt. Act/ Rules shall be payable by the Contractor on time to the Contractual labour. Minimum wages /VDA and any increase in minimum wages /VDA as per Central Govt. Act/ Rules, shall be reimbursed by Bank. Bonus as per Bonus Act shall be reimbursed.

It is further clarified that if at a particular district/place, wages of State Govt. are higher, then the higher wages of State will be paid by the Contractor and same shall be reimbursed by Bank. Therefore these shall be not loaded in the commercial Bid.

11.2.4 Final Evaluation:

The online e-tendering will be conducted by service provider. E-tendering guidelines may be obtained from the contact details given in the NIT.

12. Award & Signing of contract:

SBI will notify successful bidder (L1) in writing by letter in duplicate or fax that its bid has been accepted. The Selected bidders has to return the duplicate copy of the bank within 7 working days duly accepted, Stamped and Signed by authorized signatory in token of acceptance. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter and contract should be submitted.

The successful bidder shall be required to enter into a contract with the Bank, within 7 days of the award of the tender or within such extended period as may be decided by the Bank along with the letter of acceptance, BG and other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof.

13. Subcontracting

As per scope of the TENDER, subcontracting is explicitly prohibited.

14. Cancellation of Contract

The Bank shall have the right to cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of one (1) month, without assigning any reason.

15. Liquidated Damages

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

16. Statutory and other Regulations

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

17. Arbitration

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

In case of failure of such amicable settlement by the parties, either party may within 28 days of such a failure give a written notice to the other party requiring that all matters in dispute or difference be arbitrated upon. Such written notice shall specify the matters, which are in dispute, or differences, which require to be referred to the arbitrator. A single arbitrator should be appointed by both the parties jointly or in case of disagreement as regards appointment of a single arbitrator, both the parties shall appoint one arbitrator each and the two arbitrators so appointed shall appoint third Arbitrator. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and rules framed there under from time to time shall apply to such Arbitrations.

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

The venue of arbitration shall be Bathinda, India.

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

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

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

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

18.1 Inspection:

The Bank shall have the right to inspect duties being performed by the personnel, and the quality of tools used, to ensure that the Contractor is effectively carrying out the obligations under the Maintenance Contract. All questions relating to the performance of the obligations under the Maintenance Contract, and all the disputes and differences which shall arise either during or after the agreement period or other matters arising out of or relating to this agreement or payment to be made in pursuance thereof shall be decided by the Bank, whose decision shall be final, conclusive and binding on the Contractor.

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

18.2. Powers to Vary or Omit Work

No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful bidder to make any variation and be bound by the same conditions as far as applicable as though they said variations occurred in the contract documents. If any suggested variations would, in the opinion of the finally selected bidders, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall instruct the successful bidder to make such other modified variation without prejudice to the contract. The finally selected bidders shall carry out such variation and be bound by the same conditions as far as applicable as though they said variations occurred in the contract documents. If Bank confirms its instructions, the successful bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference on cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

In any case in which the successful bidders has received instructions from Bank as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of Bank shall prevail.

18.3 No Waiver of Bank Rights or Successful Bidder's Obligations

Any indulgence, forbearance or waiver granted or shown by the Bank will not prejudices the rights of the Bank nor shall it relieve the successful bidder from carrying out his obligation under the contract.

19. Deduction from Monthly Costs

The Bank 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 services have been received or noticed by the Committee constituted by Bank for the purpose, without assigning any reason whatsoever and no claim will be entertained in this regard.**

The Contractor shall reimburse the Bank all costs, charges, damages or expenses which the Bank may have paid, (which the contractor is obliged under this Maintenance Contract to pay) within 30 days upon written request of the Bank, failing which such costs, charges, damages or expenses including statutory payments, if any shall be deducted / recovered / set off by the Bank against the bills raised by the Contractor or from any money due or becoming due to the Contractor under the Maintenance Contract or may be recovered by action under law or otherwise from the Contractor or by invoking the Bank Guarantee furnished by the Contractor.

20. Period of Contract:

The work shall be awarded for an initial period of one year from the date of commencement of the work subject to its renewal maximum for one similar terms on expiry of the current contract period, within sole discretion of the Bank, on the same terms and conditions subject to satisfactory performance of the Contractor.

- The extension of contract is to the entire discretion of the Bank and cannot be claimed as right of the Contractor.
- If the contractor fails to perform any of its duties under this agreement and if the Employer is dissatisfied with the services of the contractor during the contract period or extended period of service, the Employer may terminate the services of the contractor, by issuing one month's notice in writing to winding up.

21. Commencement Period:

The work has to be commenced immediately after award of the contract in favour of the successful bidder. If the Contractor delays the commencement of

the work for more than 7 days after award of the contract or such exceeded time as may be intimated to the successful bidder. The Bank will be at liberty to cancel the award of contract without giving any notice. Failure to commence the contract within the above period will lead to barring from bidding for 1 year.

22. Manpower, Wages, etc.

The contractor should ensure to comply with all the provisions of Labour Act / State/Central Govt. Agreed procedures. The Contractor shall be solely responsible for compliance of provisions of Various Labour and Industrial Laws and all statutory obligations such as minimum wages as per Central Govt. Rules , allowances, compensations, EPF, gratuity, Insurance, ESIC , etc. relating to personnel engaged by them. The Bank shall have no liability in this regard.

Minimum wages /VDA as per Central Govt. Act/ Rules shall be payable by the Contractor on time to the Contractual labour. Minimum wages /VDA and any increase in minimum wages /VDA as per Central Govt. Act/ Rules, shall be reimbursed by Bank. Bonus as per Bonus Act shall be reimbursed.

It is further clarified that if at a particular district/place, wages of State Govt. are higher, then the higher wages of State will be paid by the Contractor and same shall be reimbursed by Bank. Therefore these shall be not loaded in the commercial Bid.

- The Contractor should obtain necessary labour license form statutory authorities for deploying man power.
- All personnel provided by the Contractor will be on the payrolls of the Contractor / Company and there will be no Employee and Employer relationship between the personnel engaged by the Contractor and the Bank.
- That the Contractor will not sub-contract or permit any other person to perform any of the work or services agreed to without prior written permission from the Bank.
- The Contractor shall ensure the availability of a reliever for weekly off and a substitute is provided if a person is absent. The Contractor should arrange for replacing his workmen to give weekly off to his workmen as per the labour rules.
- Contractor's personnel or their family members shall not be allowed to stay / reside at site.
- The documents related to submission of EPF, ESIC, salary paid, etc, to

the respective statutory bodies has to be submitted along with next month bill for scrutiny.

- The contractor shall abide by “The Prohibition of Employment as Manual Scavengers and their Rehabilitation Act-2013”

23. Safety, Security, etc.

- That the Bank shall not be liable for any compensation in case of any fatal injury / death caused to any of the Contractor’s employees while performing / discharging their duties/ visiting Bank’s premises for inspection or otherwise. The contractor shall alone be fully responsible for safety and security & insurance or life insurance of their personnel who are engaged for maintenance work.
- In no case, safety norms shall be violated.
- The Contractor agrees that its personnel shall comply with security regulations in effect from time to time at Bank’s premises. The Contractor alone shall be fully responsible for safety and security & insurance or life insurance of their personnel.
- The Contractor should issue valid Company identity cards to all their staff personnel who will be providing services under this contract.
- The Contractor shall provide and ensure that the personnel engaged by them wear proper uniform(different from Bank’s sub-staff), protection gears like helmets, safety shoes, hand gloves, fully body safety belts, ladders, etc.
- The Contractor shall ensure to get the police verification for all the manpower deployed by them and the contractor should ensure that the manpower deputed should bear good character and conduct.
- The contractor shall be responsible for the good conduct and performance on the part of his personnel and the contractor shall 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 Bank now or at a future date. The contractor will at the request of the authorized officer of the Bank / Establishment will remove from the work place 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. The contractor

should undertake to thoroughly verify the antecedents, addresses, qualifications, character, family background and technical qualification etc. of its personnel.

- The Contractor shall ensure that necessary tools and equipment are always available for the purpose of attending repairs on emergency basis.
- All Contractor personnel will be subjected to physical checking while coming and leaving the premises. The contractor should maintain a register of its personnel who carry out the work and such register shall be kept open for inspection by the Bank as and when required.
- The contractor is required to maintain First Aid kits for use whenever it becomes necessary.

24. Payment Terms:

- Payment of wages/EPF/ESI etc. to all the workers engaged by the contractor should be through an Account maintained with any Scheduled Commercial Bank which should be witnessed by an officer of the Bank and evidences should be submitted to the Bank. The payment to be made before 07th of the month. All the bills to be submitted to Administrative Office, Bathinda along with Mode of payment by Contractor to its employees.

•The contractor will make payments directly to the accounts of contracted labour for disbursing the salary of the labourers engaged at this office the purpose and charges, if any, for remitting the amounts to be borne by the contractor.

- The performance of the contractor shall be monitored by the committee based on the feedback on quarterly basis.

24. Termination of the Contract

The Bank reserves the right to terminate the agreement in case of breach of any terms and conditions of this agreement by the Contractor, with **one month notice**. The Bank also reserves its right, to claim damages for such breaches and the decision of the bank in this regard shall be final. Bank can terminate the agreement if the services provided by the Contractor are found to be unsatisfactory. Delivery of the services and performance of the services shall be made by the contractor in accordance with the time schedule and other terms and conditions as specified in the TENDER. Any delay in performing the

obligation/ defect in performance by the contractor may result in imposition of liquidated damages, invocation of Performance Bank Guarantee and /or termination of contract.

25. Force Majeure

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

26. Governing Language

The contract and all correspondence/communications and other documents pertaining to the Contract, shall be written in English and Hindi.

27. Signing of Agreement of Maintenance Contract

This tender document shall be the basis for the Maintenance Contract to be entered into with the successful tenderer and the offer shall be strictly in line with the terms specified herein. No deviation from the terms and conditions specified shall be acceptable. For this purpose, the tenderer shall submit all the documents as specified in this tender duly signed and stamped on each page as a token of acceptance. The agreement shall be entered by user department.

28. Income Tax will be deducted on the gross amount of the monthly bill at the rates notified under Income Tax Act, 1961, from time to time by Govt. of India.

29. Necessary policy for all employees who are engaged for maintenance works, for safety & security & third party Insurance to be obtained by Contractor.

WORK AREAS COVERED UNDER THIS COMPREHENSIVE ANNUAL CONTRACT FOR HOUSEKEEPING & MAINTENANCE IN SBI, ADMINISTRATIVE OFFICE BATHINDA

Administrative Office, Bathinda	No of Office	Unskilled	Skilled
Administrative Office, Bathinda	1	3	0
Total	1	3	0

Sl no	SCOPE / DETAILS OF WORK TO BE DONE
01)	a)Mechanized cleaning, vacuum sweeping, spray / manual dusting, mopping, water / chemical cleaning of schedule premises, marble / vitrified tile flooring / granite flooring / ornamental & decorative wooden flooring including all floors and wooden furniture of high value, crystal glass doors / panes, modern electric gadgets, electric fixtures, windows, window panes, curtains and blinds, carpets, windscreens, polished metal surfaces including lobby areas, lounges, corridors, toilets, urinal bowls and wash basins etc. and exterior cleaning, polishing of glasses and metallic engravings, logos, sign names etc. required to keep the premises in the excellent condition, Garbage removal.
02)	Mechanized / chemical/shampoo cleaning of chairs @ 6 months interval

SCHEDULE I

DESCRIPTION OF THE ESTABLISHMENT

SBI, Administrative Office, Amrik Singh Road,Bathinda	
Administrative Office	Administrative Office, Bathinda

However, you are advised to inspect the premises and ascertain the exact requirement and other details before quoting the rates

SCHEDULE II

HOUSEKEEPING & MAINTENANCE SCHEDULE IIGENERAL DETAILS & CONDITIONS FOR JOB WORKS

1	Cleaning of water Jugs / glasses and refilling to be done by the contract labour in all the branches and other places wherever and whenever required.
2	All Cleaning materials/ consumables will be provided by the Bank.
3	All toiletries like hand washing soap at all the toilets of the building and other toilet materials should be maintained at the toilets of the branch and the materials will be supplied by the Bank .
4	The Contractor shall arrange for & ensure daily cleaning and others services for the entire complex as specified in Annexure. Even if a room or any other area is not being used, the dusting / cleaning would be done as per schedule.
5	Napkins etc. will be supplied by the Bank. The Contractor shall keep proper account of these items and arrange for their regular washing etc. Laundry charges will be paid separately on production of valid bills.
6	The Contractor shall ensure opening and proper locking of all rooms in the office building.
7	The Contractor shall engage pre subscribed number of trained employees, for essential housekeeping and maintenance on any day, below which it will be treated as absolute default in services. The Contractor shall ensure that they observe cleanliness and wear neat and clean uniforms with plastic Name Badges, identity cards with photographs and that they are courteous, polite and prompt while rendering efficient service in their respective areas. The Contractor shall have full control over the employees engaged by him. The Contractor shall give necessary guidance and directions to his employees to carry out the jobs assigned to them by the Contractor. The Contractor shall also be responsible for the payment of their wages and / or dues to his employees, to which they are entitled under the applicable laws. All liabilities arising out of violation of local laws and/or central laws shall be his responsibility. He will on the report of Branch Manager/AGM immediately replace from the work any person(s)/contractor labour(s) who may, in the opinion of the Bank be unsuitable or incompetent or who may misconduct himself and such a person shall not be again deployed/ engaged or allowed in the work / campus and provide a competent and suitable person.
8	The Contractor shall carry out improvements as may be necessary for ensuring satisfactory service and shall take due notice of complaints made by the staff members and Branch Manager. The Contractor, duly attending to the complaint, shall submit the Complaint Register to the Officer(Maintenance) every day and to Branch

	Manager/DGM once in a week for further putting up to the Competent Authority.
9	In the event of shortage of water supply it will be Contractor's responsibility to ensure that arrangements are made for storage of water in sufficient quantity for drinking and toilet purposes, payment shall be made by the Bank on submission bills
10	<p>i) The Contractor shall be able to comply with all rules and regulations in respect of all the labour laws and statutory requirements, including fire safety regulations and other regulations, which are in vogue or will become applicable in future.</p> <p>ii) The Contractor shall accept and bear full and exclusive liability for the payment of any or all taxes etc. (Except GST), now in force or hereafter imposed, increased and revised from time to time by the Central or State Government or by any other local authority with respect to provision of services or arising out of or in connection with wage, salaries, or other compensations paid or payable to persons employed by the Contractor.</p> <p>iii) The Contractor shall fully comply with all the applicable laws, rules and regulations relating to P.F. Act including the payment of P.F. contributions, Minimum Wages Act, Workmen's Compensation Act, ESI, CL(R&A) Act, Essential Commodities Act, Migrant Labour Act and' or such other Acts or Laws or regulations passed by the Central & State, Municipal and Local Government agency or authority, including T.D.S. as per I.T. Act, applicable from time to time. Applicable GST shall be paid extra.</p>
	<p>iv) The Contractor shall be responsible for proper maintenance of all Registers, Records and Accounts as required under the applicable laws / statutory provisions and' or Rules / Regulations framed there under. The Contractor shall be responsible for maintaining records pertaining to Payment of Wages Act and also for depositing the P.F. contributions, ESI contribution if required, with authorities concerned. Penalties, if any, imposed by the concerned authorities will be recovered from the payments to be made to the contractor.</p> <p>v) The Contractor shall bind himself and shall indemnify and hold the State Bank of India, AO Bathinda harmless, in respect of this contract, including all claims, damages proceedings, Costs, charges and or any expenses whatsoever which may be imposed, enforced or brought against the State Bank of India, AO-Bhatinda or any of its Officers or employees for reasons of or consequent upon any breach or default on the part of contract or in respect of violation of any of the provisions of Law / Act / Rules or Regulations having the force of Law or under any Award or decision by any competent Tribunal, Court or Authority in respect of the workmen or any one employed engaged by the Contractor in connection with this contract. This indemnity shall survive even after termination of the contract.</p> <p>vi) The Contractor shall be responsible for all the claims of his employees and the employees of the Contractor shall not make and claim whatsoever against the State Bank of India, AO Bathinda. The Contractor's workmen will not have any</p>

	right whatsoever to get absorbed in the State Bank of India, AO Bathinda.									
vii)	The Contractor shall engage fully trained and adequately experienced workmen, who are medically fit. They should be free from any infections.									
viii)	The Contractor shall obtain adequate insurance policy / policies in respect of his workmen to be engaged for the work, towards meeting the liability of compensation arising out of death / injury / disablement at work etc. The Contractor shall provide weekly off / holidays to his workmen as per applicable laws / labour laws but it will be his responsibility to ensure uninterrupted services to the Bank on all days.									
ix)	House - keeping and maintenance services are to be done in such timings that the working of the State Bank of India is not disturbed in any way.									
11	In case the Contractor, or any of his employees, fails to fulfil his obligations for any day or any number of days to the satisfaction of the Bank, for any reason whatsoever, the contractor shall pay by way of liquidated damages up to 5% of the monthly bill and the Bank shall without prejudice to its other rights and remedies, shall be entitled to deduct such damages from the money, if any, payable to the Contractor.									
12	The Contractor shall bear all the costs and expenses in respect of all charges, including stamp duty, registration etc. of this agreement and/or any other documents/agreements, which are required to be executed.									
13	Shifting of loose furniture from one floor to other floors (i.e. tables, chairs, storage units, cup boards, computer peripherals, electrical items, files etc.) in the bank building. The labour charges included within the maintenance contract.									
14	The Contractor's, rate shall remain firm throughout the contract period.									
15	The Contractor will be responsible to attend to all complaints/requirements within the purview of the contract. He will also be responsible to communicate immediately any complaint of sickness, mishap accident etc. to the Branch Manager/Deputy General Manager. Complaint Register/Suggestion Register and First Aid Box to be provided by the State Bank of India will be made available at the Reception Counter under the control of the Contractor's men.									
16	Tentative time Schedule for services required (not exhaustive): Duty shifts of Contractor's labour will be different; depending upon the nature of services required which may be as under:									
	<table border="1"> <thead> <tr> <th>Detail / Description</th> <th>Periodicity</th> <th>Timings</th> </tr> </thead> <tbody> <tr> <td>General sweeping / cleaning / mopping services to all areas on all working days</td> <td>All Working Days</td> <td>9 AM to 5 PM</td> </tr> <tr> <td>All branch/ Office Premises cleaning</td> <td>All Working Days</td> <td>Before 9.30 AM</td> </tr> </tbody> </table>	Detail / Description	Periodicity	Timings	General sweeping / cleaning / mopping services to all areas on all working days	All Working Days	9 AM to 5 PM	All branch/ Office Premises cleaning	All Working Days	Before 9.30 AM
Detail / Description	Periodicity	Timings								
General sweeping / cleaning / mopping services to all areas on all working days	All Working Days	9 AM to 5 PM								
All branch/ Office Premises cleaning	All Working Days	Before 9.30 AM								

	Toilets & urinals cleaning	Three times on all Working Days	Before 9.00 AM, 12.00 Noon & after 3.00 PM
	The Contractor shall provide weekly off / holidays to his workmen as per applicable labour laws but it will be his responsibility to ensure uninterrupted services to the Bank on all days. The deficiency in service may attract penalty of Rs 500 per day.		
	(Time Schedule may be redrawn by the Bank from time to time)		
17	(a)	<p>All the laborers of the Contractor should report for duty to the Contractor's Supervisor.</p> <p>All the labourers of the Contractor may be supplied with Id Card by the Contractor and photocopies of the Id cards should be handed over to us for identification and verification by Security guards at the time of entry. All the labourers of the Contractor should always wear the Identity card inside the complex.</p> <p>A system of checking the quality of services by the Contractor will be as under:-</p> <ol style="list-style-type: none"> i. Supervisor of the Contractor will visit all the sites at office campus with BM/ Officer (Maintenance) once in a day at convenient time preferably in the evening and record their findings on a register (format to be prescribed), where Officer (maintenance) will also sign. ii. Supervisor of the Contractor will arrange to obtain a weekly certificate on a register regarding the Jobs done by his labours at all the sites. iii. Supervisor of the Contractor will also visit the pathways at Office campus along with BM/ Officer (maintenance) and record their findings on the prescribed register on cleanliness of the open area in the campus area and daily completion of other contract works for all the sites. iv. The above registers will be maintained at the department. As per records of the registers Branch Manager/ Deputy General Manager will arrange to impose penalty at the time of release of payment to the Contractor every month. The deficiency in service may attract penalty of Rs 500 per day 	
18	Responsibility of the Contractor.		
	(a)	<p>(i) Contractor must have a valid license under Shops & Establishment Act, 1988 (that regulates working conditions and employment conditions of the employees.</p> <p>(ii) The Contractor shall arrange to obtain license from the appropriate authority under Contract Labour (R & A) Act/ Rules 1971 by applying on prescribed format</p>	

- iii. Contractor has to maintain Register for contract labour on Form 13 and submit ½ yearly returns to the ALC of labour / licensing officer. In case of default, the Principal Employer is held accountable and liable for prosecution. Every Contractor shall issue employment Card to his Labour within 3 days of employment.
- iii. The Contractor has to pay the minimum wages (Central Government wages or if State Wages of that Centre are higher at a particular district/ place, then higher wages of State are payable) to his employees and shall also pay ESI and PF contributions etc. and comply with all rules and regulations.
- iii. The Contractor must maintain the following register:-
1. Attendance Register
 2. Wages Register
 3. Leave Register.
 4. Overtime Register
 5. Register of fines
 6. Register of advances
 7. Register of deductions on account of damage or loss caused to the employees
 8. Register for Contract employees.
 9. Contractor shall submit half yearly return before 30 days of completion of half year for the previous half year.
 10. Register of overtime.
 11. Every Contractor shall issue a wage slip to his employee at last 1 day prior to disbursement of wages.
 12. All the records to be retained for a period of atleast 3 calendar years.
 13. Contractor shall possess own ESI code number and remit of ESI contribution before 20th of every month and submit a copy of the challan to the Principal Employer.
 14. Every Contractor shall maintain an Inspection book in which the Inspector visiting may record his remarks. The Inspection book shall be of 18 x 15 cms size bind book. The first page of the book shall contain the following particulars:-
 - i. Name and address of the establishment.
 - ii. Registration No.
 - iii. Name of employees.
 - iv. Father's name.
 - v. Postal address.

	All the above registers/records should be available for inspection /scrutiny by the officials of the Bank
(b)	Contractor shall maintain the First Aid Box in the Establishment with the prescribed contents.
(c)	Punjab Labour Welfare Fund Act: The Contractor should comply with the provisions of the Act meticulously.
(d)	The contractor shall abide by “The Prohibition of Employment as Manual Scavengers and their Rehabilitation Act-2013”

NOTE: All the above mentioned scope of works are indicative and not exhaustive. Bank reserves the right to add / delete any work under the scope of work. However, the Contractor has to properly maintain the campus. In-case the contractor fails to perform any of the works in the tender documents to the satisfaction of the Bank and/or express inability to execute any work, the Bank will have the option to get the work done from a third party and the cost shall be recovered from the monthly bills of the contractor. In case of any negligent or intentional damage is observed on the part of contractor’s staffs, the cost of such repair / replacement shall be recovered from the monthly bill of the contractor.

***Periodicity**

S.No.	SPECIFIC DETAILS OF JOB WORKS	Daily	Weekly	Monthly
1	Up keeping and sprucing of all internal common areas including lobbies, cabins, etc. forming part of the premises.	√		
2	Cleaning of tables, chairs and other furniture in the cabins, rooms, common and public areas etc.,	√		
3	Sweeping, mopping of hard surface of all the floors at least 3 times a day.	√		
4	Cleaning of ceiling, others wall fixture, including light fittings, portable fire extinguishers display boards, clock, water coolers, removal of cobwebs from ceilings and walls.		√	
5	Cleaning waste baskets and removal of garbage from all the rooms / places in the building as well as premises.	√		
6	Cleaning and maintenance of windowpanes, wire mesh on windows/ ventilators/ skylights and compound walls.			√
7	Cleaning of wall skirting			√
8	Cleaning of glass or other partition / screens, curtains, blinds.		√	
9	Cleaning of switches, switch plates etc.		√	
10	Cleaning and dusting of doors and cup boards	√		

11	Cleaning of toilets / fittings in Dining Hall in branch/office 3 times a day.	√		
12	Cleaning of all other general toilets at all the floors in the building at least 3 times a day	√		
13	Cleaning of terrace, fans, and electrical fittings.			√
14	Cleaning of overhead tanks, sumps.			√
15	Vacuum Cleaning of carpet / sofa sets / office chambers placed at the chambers/cabins of BM/ DGMs / AGMs/Conference hall etc.			√
16	Floor scrubbing with machine			√
17	Cleaning of water glasses/ water jugs, filling in fresh water at all the chambers/cabins/rooms at all the cabins/rooms in the building / Conference room, etc, providing mineral water bottles at Board room, chambers/cabins of BM/AGM//DGMs, Conference hall, and at other places where ever required. The mineral water bottles will be supplied by the Bank.	√		
18	Cleaning of decorative items on the walls / floors/ tables	√		
19	Polishing of metal decorative items / metal surfaces			√
20	Collecting and removal of garbage / rubbish out of the Bank's premises as per the GHMC jurisdiction.	√		
21	Spraying of disinfectants etc., spreading of Vamicol colored cubes at all toilets	√		
22	Exterior Cleaning of Chajjas, fins, sun sheds, rooftops, window glasses (internal / external).			√
23	Shampooing of cushions, carpets, sofa sets, office chairs etc.			√
24	Deodorants spraying – chambers/cabins of AGM/DGMs/ Board Room/Conference hall etc., & changing of hand towels	√		
25	Switching on and off fans, lights, ACs including package units	√		
26	To collect waste/ rubbish from each and every rooms and disposal to dumping ground.	√		
27	Collecting/gathering wastes/dirt/plastic wastes/fallen leaves and disposing the same at the dustbin/pits/	√		
28	Change of indoor decorative plants in the pots		√	
29	Vacuum cleaning of racks, almirahs, books cases and the books /files/paper/ stationary			√
30	Cleaning of water coolers	√		
31	Sweeping/cleaning the gardens areas comprising of roads, lawns flower beds, hedges, parks, pathways and rocks, slopes, car and bike parking areas, meter rooms.	√		

32	Removing the dry leaves, dry branches/barks of tree/waste plastic bottles/containers/bags/ and disposing in the dustbins/waste pits/dumping ground.	√		
33	Watering the plants/hedges/shrubs	√		

The following personnel to be provided at any point of time during the day as per the work schedule:

Required unskilled labour: 1 year experience in handling Housekeeping works. Preferably 10th Standard Pass/Fail with age not more than 35 years.

The contractor has to provide the required man power for carrying out all the works detailed in the work schedule within the time frame.

Bid Covering Letter: To be submitted by the bidder along with Bid documents

To,

The Deputy General Manager
SBI, Admin Office,
1st Floor, Amrik Singh Road,
Bathinda-151001

Sir,

Our Bid for _____

We submit our Bid Document herewith. We understand that

1. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.
2. Bank may follow close or open bidding process as per requirement of the Bank.
3. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form. If I backs out after being selected for any reason, then I can be debarred from further participation for the TENDERS to be floated by the Bank during next one year.
4. If our Bid is accepted, we are to be jointly responsible for the due Performance of the contract.
5. Vendor means the bidder who is decided and declared so after examination of commercial bids.
6. The Commercial Bidding process will be through an e-procurement e-tendering process. The online e-tendering will be conducted by the Bank or a company who have been authorized in this regard by the Bank. The bidders are required to possess a valid Digital Certificate for participating in the e-procurement process bid for Comprehensive Annual Maintenance contract for housekeeping Work.

II CERTIFICATE:

I/We read and understood all conditions and requirements of State Bank of India, AO
Bathinda for providing Housekeeping, & maintenance services.

Yours faithfully,

For:
Signature:
Name:

Seal of Company

2. Qualification criteria:

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

SNo.	Eligibility Criteria	Documents to be submitted
1	The bidder must be a Firm / Proprietary / Company registered under Companies Act. With an experience of minimum 05 years in the field of Housekeeping AND Maintenance works in anywhere in the state of Punjab.	In case of Proprietary copy of the GST Registration certificate / In case of firms Copy of the firm registration Certificate / 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.
2	<p>Handled minimum 3(three) single completed annual contracts in commercial complexes for Housekeeping, Maintenance in anywhere in the state of Punjab with each contract having value of not less than Rs.8.40 Lakhs</p> <p>Or</p> <p>Handled minimum 2(Two) single completed annual contracts in commercial complexes for Housekeeping, Maintenance in anywhere in the state of Punjab with each contract having value of not less than Rs.10.50 Lakhs</p> <p>Or</p> <p>Handled minimum 1(one) single completed annual contracts in commercial complexes for Housekeeping, Maintenance in anywhere in the state of Punjab with each contract having value of not less than Rs.16.80 Lakhs</p>	<p>Copy of the work order and work completion certificates issued by the principal Employers specifying the below criteria’s for the works carried out during the period from 01/04/2020 to 31/03/2023.</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 for completed. <p>Note:</p> <p>(i)Renewal of annual contracts shall be considered as a single contract.</p> <p>(ii)Copy of agreement is enclosed.</p>

3	The bidder should have a minimum average annual turnover of Rs.6.30 Lakhs for the previous three years (as on 31-03-2021). Audited / Certified Balance Sheet (by Chartered Accountant) for the financial years of 2020-2021, 2021-2022,2022-2023 establishing the turnover criteria should be submitted.	(i) Copy 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. (iii) Any return submitted to the labour Commissioner.
4	Bidder should have Office at Punjab only. Or Should be able to open an office in Punjab within 2 months from date of award of contract.	Address Proof of the firm should be submitted.

The bidder should have (i) Valid labour licence under section 12(1) of then contract Labour regulation and Abolition) Act, 1970. (ii) Registered with ESI, EPF, GST etc. authorities and must be in possession of Permanent Account No (PAN).

A copy of the Documentary evidence 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.

Signature

Seal of Company

BIDDER DETAILS

Details of the Bidder

1. Name of the Firm:
2. Date of Incorporation and / or commencement of business:
3. Certificate of incorporation:
4. Brief description of the Bidder including details of its main line business:
5. Company website URL, if any
6. Labour Licene no.
7. ESI No.
8. EPF No.
9. GST No.
10. PAN No.
11. Particulars of the Authorized Signatory of the Bidder
 - a. Name:
 - b. Designation:
 - c. Address:
 - d. Phone number (Landline):
 - e. Mobile Number:
 - f. Fax Number:
 - g. Email Address:

Signature
Seal of Company

EXPERIENCE DETAILSLIST OF TOP-3 COMPLETED ANNUAL HOUSEKEEPING & MAINTENANCE CONTRACTS

The experience certificate with completed contract value duly issued by the client to be enclosed as evidence.

S.No	Description	Details (Please fill, do not mention as 'enclosed')
COMPLETED ANNUAL CONTRACT-1		
1	Client Name & Address:	
2	Annual Contract Value (completed value):	
3	Duration of the contract:	From: To:
4	Client representative Name:	
5	Client Contact Nos (Landline/Mobile Nos):	
6	Client Mail id:	
COMPLETED ANNUAL CONTRACT-2		
1	Client Name & Address:	
2	Annual Contract Value (completed value):	
3	Duration of the contract:	From: To:
4	Client representative Name:	
5	Client Contact Nos (Landline/Mobile Nos):	
6	Client Mail id:	
COMPLETED ANNUAL CONTRACT-3		
1	Client Name & Address:	
2	Annual Contract Value (completed value):	
3	Duration of the contract:	From: To:
4	Client representative Name:	
5	Client Contact Nos (Landline/Mobile Nos):	
6	Client Mail id:	

Signature

Seal of Company

FORMAT FOR PERFORMANCE GUARANTEE BANK GUARANTEE

To,

State Bank of India
Administrative Office
1st Floor, Amrik Singh Road,
Bathinda

(Hereinafter referred to as “SBI”)

Whereas consequent to your Request for Tender dated _____ you have awarded the contract vide letter No. _____ dated _____ to M/s _____ having its Corporate Office at _____ (hereinafter referred to as “the Contractor”) to _____. Whereas as per the payment terms of the said TENDER the Contractor has to submit a Bank Guarantee from any scheduled commercial bank, other than SBI in favour of you.

And whereas, we, _____ Bank, having our branch office at _____ (hereinafter referred to as “the Guarantor”) on the request of the Contractor hereby expressly and unreservedly undertaken and Guarantee to pay to you, a sum not exceeding Rs. _____ /- (Rupees _____ only) , in the event of any breach by the Contractor of the obligations under the contract , or reasons attributable to the Contractor on account of the same. This Guarantee shall be limited to an amount not exceeding Rs. _____ /- (Rupees _____ only). You may raise a demand on us in writing stating the amount claimed under the Guarantee and on receipt of your claim in writing, without any demur, protest or contest and without any reference to the Contractor, we the Guarantor shall make the payment under this Guarantee to SBI within 24 hours of receipt of written claim / demand.

We the Guarantor, further confirm that a mere letter from the SBI that there has been a breach by the Contractor of its obligations or there are sufficient reasons for invoking this Guarantee, shall without any other or further proof be final conclusive and binding on the Guarantor.

We shall not be discharged or released from this undertaking and the Guarantee by any arrangement, variation, violation between you and the Contractor, indulgence to Contractor by you with or without our consent or knowledge and this Guarantee shall be in addition to any other Guarantee or security you possess against the Contractor.

This Guarantee shall be a continuing Guarantee and shall not be discharged by any change in the constitution of the Bank, Guarantor or the Contractor. It is further guaranteed that the payment under this Guarantee shall be made by us on receipt of your written demand as

aforesaid making reference to this Guarantee.

Notwithstanding anything contained herein above, our liability under this Guarantee is restricted to Rs _____/- (Rupees _____ Only).

This Guarantee shall remain in full force and effect for a period of _____ years up to _____ unless a claim under this Guarantee is made against us within one month from that date i.e. on or before _____, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

Thereafter, our Guarantee shall be considered as null and void whether returned to ourselves or not.

Date:

For _____
(Branch and Bank)

Place:

ANNEXURE-F

CERTIFICATE

Certified that we have remitted the monthly subscription of Employees Provident Fund & Employees State Insurance to the workers employed by me in the Branches of State Bank Of India, AO, Bathinda for Annual Maintenance Contract for Housekeeping, & Maintenance work for the Month.....Year

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

Signature with seal of the Contractor

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 with seal of the Contractor

Name in Capital Letters:

Address:

ANNEXURE-H

UNDERTAKING

We hereby certify that we have gone through the tender document and we have fully understood the conditions herein. We hereby assure that we will comply with the conditions and submit monthly compliance statements regarding minimum wages and other Labour related statutory formalities like PF, ESI, etc.

Place :

Date :

Signature with seal of the Contractor

Name in block letters:

Address:

e-TENDER



STATE BANK OF INDIA

PART-B

TWO BID TENDER SYSTEM THROUGH E-TENDERING PROCESS

Note: Bidder should possess valid digital signature for this e-tender

PRICE- BID

COMPREHENSIVE ANNUAL CONTRACT FOR HOUSE KEEPING &
MAINTENANCE SERVICES

AT

ADMIN OFFICE-

BATHINDA

The Deputy General Manager,
State Bank of India, Administrative Office
1st Floor, Amrik Singh Road, Bathinda 151001

Annexure – I

COMMERCIAL PRICE BID

TO

The Deputy General Manager,
State Bank of India,
Administrative Office
1st Floor, Amrik Singh Road,
Bathinda -151001

Sir,

TENDER FOR PROVIDING HOUSE KEEPING, & MAINTENANCE CONTRACT AT
ADMINISTRATIVE OFFICE, BATHINDA

With reference to your Notice Inviting Tender for providing Housekeeping, &
Maintenance Contract etc. for

ADMINISTRATIVE OFFICE- BATHINDA

We give below our prices:

Sr. No.	Particulars	No. of Persons
3	Unskilled labour	3
	Total Manpower Requirement	3

S.No	Description	Unit	Qty.	Rate	Amount
1	Central Minimum wages including DA as per Govt. of India rules, EPF and ESI	No. of persons	3	Central Minimum wages shall be paid as per the prevailing rates as fixed by the Govt. of India from time to time by the contractor and claim the same as reimbursement. Therefore it shall be not loaded in the commercial Bid. However for the purpose of calculation of price bids, minimum wages rates fixed by Central govt. vide notification File No. I / 5(1)/2023-LS-II dated 03.04.2023 will be considered.	

				Calculation sheet enclosed for your reference.
2	Cost of uniforms, tools etc per month			
2.1	AO- Bathinda	Per Month		
3	Contractors Service Charges per month			
3.1	For AO- Bathinda	Per Month		
	Total Variable Cost of for one month(S.No 2.1+3.1)=A			
	Total Variable Cost for one year (A*12)			
	Total In words :			

GST should not be included in the above amount.

NOTE: GST amount should not be loaded in the Commercial Bid and shall be paid extra as applicable, by Bank. The successful vendor has to submit system generated GST tax invoice incorporating Bank's GST in number and vendor GST no. Manual GST invoices will not be accepted. Bonus amount as per Bonus Act will be reimbursed and should not be loaded in the Commercial Bid.

3. The minimum acceptable amounts are as under:

- a) Cost towards Uniforms, socks Rs. 200.00 per month/ per manpower.
- b) Man Power requirement is indicative. It may vary plus or minus 10%.

4. As per guidelines less than 3.85% of labour cost plus cost of Uniforms, etc component shall be summarily rejected.

5. Housekeeping materials/consumables will be provided by the Bank therefore same should not loaded and should not be considered while quoting price.

Dated this _____ day of _____ 2021

For and on behalf of _____
(With seal)

Signature _____

Name _____

Designation _____

Firm Name with seal:

AGREEMENT

CONTRACT FOR HOUSE KEEPING AND MAINTENANCE of State Bank of India, Administrative Office, 1st Floor, Amrik Singh Road, Bathinda

This agreement made at _____ on _____ between State Bank of India, a body corporate constituted under the State Bank of India Act, 1955, having its Central Office at Madam Cama Road, Mumbai-400021 and one of its **State Bank of India, Administrative Office, 1st Floor, Amrik Singh Road,, Bathinda** hereinafter referred to as "the Bank" which expression shall include wherever the context so permits its successors and assigns of THE ONE PART.

AND

..... referred to as "The Contractor" which expression shall include wherever the context so permits its/his successors and assigns) of OTHER PART.

Whereas the bank has invited offers for rendering Housekeeping/Maintenance services (services) at State Bank of India, **State Bank of India, Administrative Office, 1st Floor, Amrik Singh Road, Bathinda -151001** more fully described in the Schedule I and for that purpose the bank published on Bank's website inviting of interest from eligible contractors and finally after due process selected the Contractor for the upkeep and maintenance of the aforesaid Branches. The contractor was advised by way of letter of intent/acceptance vide letter no. dated stating therein the references of documents which are to be made part of the contract.

And Whereas the Contractor offered its/his services for a consideration more fully described in Annexures of tender documents.

And Whereas pursuant to the acceptance of the offer, the parties hereto are desirous of entering into an agreement being these presents on the various terms and conditions hereinafter appearing.

Now in consideration of the premises, it is hereby agreed by and between the parties thereto as follows:

1. The Contractor shall arrange for the services at the Establishment. He shall adhere to the Schedule as to the time and work to be performed as mentioned in the Schedule II more specifically described hereunder.

2. The Charges for rendering the services payable by the Bank to the Contractor shall be Rs. -----
-per annum +GST payable in monthly equal installments of Rs.-----

+ GST on completion of work every month and production of monthly bills and on terms and conditions herein after inclusive of all taxes. The details of which are as detailed in Annexures. This agreement is for providing the services and is not for supply of Contract Labour and that the persons employed by him for providing the services more fully described in Schedule II shall be the employees of the contractor and not of the bank.

3. The Bank may provide (but not bound to do so) a few selected articles/equipments for use in the bank's premises for the purpose. The contractor shall take care of the said articles/equipments as a bailee, in terms of the provisions contained under the Indian Contract Act and duly return them in good working order and conditions to the Bank on and at the expiry of the currency 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 by Bank except where equipment is destroyed/damaged due to fault of employee of contractor.

4. All the materials used for services/maintenance should be certified ISI mark and or as per the brand names/others as may be specified by the Bank and will be provided by bank. Chemicals, Sprays, detergents and other materials should be of high quality satisfactory to the bank and shall be procured from reputed dealers/shops.

5. The contractor will have to daily collect garbage from the BRANCH/Office and dispose it off at the local authority authorized garbage disposal area.

6. The Contractor shall carry out the anti-termite and pest control treatment for eradication of Pests/Insects like silver fish, cockroaches, rodents, flies, mosquitoes and other household pests and treatment to be carried out minimum once in every month with chemical including infestation/fumigation of traps, manholes, inspection chambers, enclosed spaces like almirahs false ceiling, ***AC etc. in the entire complex, buildings and residences. The work has to be carried out as per Indian standard rules and regulation and by an authorized person.

7. 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.

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

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 authorised officer of the bank/establishment remove from the work any person engaged by him for the services, who may be unsuitable and/or is not courteous, polite with the employees of the Bank's its customers or third parties.

10. 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.

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 purpose.

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

13. 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.

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

15. The contractor shall bear all the costs and expenses and stamp duty in respect of all Agreements that may be entered into with the bank to give effect to this agreement.

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

17. 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 of one month to the contractor without incurring any further liability therefore.

18. 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 herein above. This agreement shall be terminated by efflux of time or earlier by one month's notice at the option of the bank in the event of unsatisfactory performance or on breach of any of the stipulated conditions or qualitative dimensions of the various services agreed upon by the contractor. The contract may be renewed for a further period of 12 months(1year) under the same terms and conditions stated in this Agreement at the sole discretion of Bank.

19. The Contractor shall deposit 5% of the accepted value of the contract including earnest money as Security Deposit with the bank for due fulfillment and performance of the contract. The Security Deposit will be refunded on termination of the contract after adjusting the dues payable by the Contractor to the Bank without any interest. 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 connection with or in respect of the services are fully settled. **The said Security deposit shall not carry any interest.**

20. 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.

21. 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.

22. 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.

23. Minimum wages /VDA as per Central Govt. Act/ Rules will be payable by the Contractor on time to the Contractual labour. Minimum wages /VDA and any increase in minimum wages /VDA as per Central Govt. Act/ Rules, shall be reimbursed by Bank. Bonus as per Bonus Act shall be reimbursed.

It is further clarified that if at a particular district/place, wages of State Govt. are higher, then the higher wages of State will be paid by the Contractor and same shall be reimbursed by Bank.

Payment of wages/EPF/ESI etc. to all the workers engaged by the contractor should be directly to their accounts through an Account maintained with any Scheduled Commercial Bank which should be witnessed by an officer of the Bank and evidences should be submitted to the Bank. The payment to be made before 07th of the month. All the bills to be submitted to AO, Bathinda along with Mode of payment by Contractor to its employees.

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

24. 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 notices by the Bank without assigning any reason whatsoever and no claim will be entertained in this regard.

25. In case the contractor fails to fulfill his obligations for any day or any number of days to the satisfaction of the Bank, for any reason whatsoever, he shall pay by way of liquidated damages, a sum of Rs.500/- 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.

26. All questions relating to the performance of the obligations under this agreement 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 at the first instance be referred to Deputy General Manager of the Bank, whose decision shall be final, conclusive and binding on the Contractor.

27. 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 by no 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.

28. 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 hereunder. The Contractor shall comply with all rules and regulations in force under the said Act and rules. The Contractor shall comply with all applicable laws, rules and regulations relating to Provident Fund, payment of Bonus, Minimum Wages or any other Statutory/Regulatory requirements. Any dispute regarding such dues shall and be dealt with and settled by the contractor.

29. The Contractor shall in terms of the Provisions of Sections 16, 17 and 18 of the Contract Labour (Regulation & Abolition) Act, 1970 and the rules frames under the said Act provide the prescribed amenities to its personnel. In case of failure of the Contractor in complying with the said provision, 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.

30. In terms of the provision of the aforesaid Contract Labour (Regulation & Abolition) Act, 1970 and Rules 72 and 73 of the Rules framed there under, in case the same are applicable to the Contractor, the Contractor shall disburse the minimum wages payable to its personnel only in the presence of the Authorized 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 panel consequences as may be attended with under these presents.

31. 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.

32. 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.

33. The Contractor shall be responsible for any loss due to theft/pilferage and/or damage to the Bank's property, when such damage is, in the opinion of the Bank, caused due to negligence, carelessness or any fault on the part of the Contractor or his workmen/employees engaged for the services. The Contractor shall ensure that the character and antecedents of the personnel engaged by him are duly verified before such engagement.

34. If during the currency of the Contract, any Statute, rules/Govt. notification prohibits employment of Contract Labour for the services envisaged under this Agreement or otherwise, the contract shall come to an end forthwith and no compensation shall be payable to the Contractor or his workmen/ employees.

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

36. In case Contractor fails to execute any of the work as specified in the tender/agreement, the Bank reserves the right to get the work executed from some other firm/contractor at your risk and cost and additional cost, if any, incurred by the Bank in this regard will be recovered from any of your outstanding bills with the Bank.

37. Any area where the terms and conditions of this agreement are silent, the terms and conditions stated in the tender document shall be read as part and parcel of this agreement.

38. The Courts in Bathinda city alone shall have jurisdiction in respect of any matter touching these presents.

SIGNATURE OF CONTRACTOR