



TENDER DOCUMENT FOR FACILITY MANAGEMENT SERVICES
(HOUSEKEEPING AND CATERING), OF SBI VIP GUEST HOUSE
AT BHEL SECTOR – 5, RANIPUR, HARIDWAR

Tender ID :DEL/DDN/R-V/07-2024-002

Schedule -I (Technical Bid)

Signature & Stamp of the Tenderer

Notice Inviting Tender

State Bank of India, Region - 5, Haridwar invites online Tenders from the Bank's Empanelled Contractors in Delhi Circle for the category "**Housekeeping and Maintenance with CATERING services for Bank's VIP Guest House**" at **BHEL Sector – 5, Ranipur, Haridwar.**

Details of tenders are as under:

1.	Tender ID	Tender ID :DEL/DDN/R-V/07-2024-002
2.	Name of Work	: House keeping, Maintenance and Catering Service for Bank's VIP Guest Houses at BHEL Sector – 5, Ranipur, Haridwar.
3.	Time allowed for completion	: <i>As specified in tender</i>
4.	Earnest Money Deposit	: Rs. 50,000/-(Rupees Fifty Thousand) to be deposited in online mode only as directed of e-Tender Service Provider.
5.	Initial Security Deposit	: <i>NA</i>
6.	Processing Fee of Tender	: <i>Free of cost</i>
7.	Pre-Bid Meeting	: 16.08.2024 (3:00 PM) At the Office of The Regional Manager State Bank of India Regional Business Office, Region-V 1st Floor, SBI BHEL Sector-1 Ranipur, Haridwar-249403
8.	Last date and time of submission of Technical Bid and online price bid	: 21.08.2024 upto 5:00p.m.
9.	Address at which the Tenders are to be submitted	: <u>Technical Bid (SCHEDULE I): to be submitted in hard copy at the office of</u> <i>The Regional Manager</i> <i>State Bank of India</i> <i>Regional Business Office, Region-V</i> <i>1st Floor, SBI</i> <i>BHEL Sector-1 Ranipur, Haridwar-249403</i> <u>Price Bid: Price Bid to be uploaded online (SCHEDULE II)</u> www.tenderwizard.com/SBIETENDER
10.	Date and time of opening of Tenders	: Technical Bid : 27.08.2024 at 11.30 AM Online Price Bid : 27.08.2024 at 3:30 PM
11.	Place of opening of Tenders	: <i>The Regional Manager</i> <i>State Bank of India</i> <i>Regional Business Office, Region-V</i> <i>1st Floor, SBI</i> <i>BHEL Sector-1 Ranipur, Haridwar-249403</i>

12.	Defects Liability Period	:	<i>Throughout Contract period</i>
13	Validity of Offer	:	<i>90 days from the date of opening the Tenders.</i>
14.	Liquidated Damages	:	<i>As specified in the tender</i>

15	Security Deposit to be submitted by L1 vendor		<i>5% of the annual contract value in the form of a STDR in joint A/c of Bank & Contractor as security deposit for entire contract period duly discharged in favour of SBI, RBO-5 Haridwar. The security deposit will be refunded on expiry/ termination of the contract as the case may be after adjusting the dues payable by the contractor to the Bank.</i>
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Bidding Process : Mode of Submission of Tender: The tender shall be submitted in both physical and online in two cover system in accordance with the procedure detailed herein below. Specified documents shall be sealed in envelopes of appropriate size each of which shall be sealed. 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 (Schedule-I) will be opened and evaluated. Bidders satisfying eligibility criteria and agreeing to comply with all terms and conditions specified in this document will be evaluated . Only those who qualify in the Technical Bid shall be eligible to be considered for Price Bid (Schedule-II) opening and next stage of tendering process. The Price Bids of those who do not qualify in the Technical Bid will not be opened and they cannot participate in the next stage of tendering process

- 1) First Envelope marked **Cover1** shall contain Earnest Money Deposit receipt.
- 2) Envelope marked **Cover2** shall be of adequate size and shall contain envelopes marked **Covers 1 & Documents as specified to be submitted in technical Bid as per Annexure-A , B & C** and shall be properly sealed & signed. This envelope shall be endorsed on the out side face as under:
- 3) ***“Housekeeping, Maintenance and Catering service for the Bank’s VIP Guest Houses at BHEL, Sector-5, Ranipur Haridwar”*** The envelope marked Cover 2 containing the tender documents / Under taking as in Annexure-I as per instructions mentioned above shall be submitted in the office of The Regional Manager, State Bank of India, Regional Business Office, Region - 5, BHEL Sector-1, Ranipur, Haridwar , 249403.
- 4) **The PRICE BID as per Schedule II to be submitted through online mode only.**
- 5) ***Reimbursement of GST will be made only on submission of proper GST invoice as per applicable GST provision/Rules (PLEASE CHECK WHETHER IT IS ACCEPTABLE OR NOT)**
- 6) In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.

- 7) 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 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. 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. 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.
- 8) Cost of Bidding: The Bidder shall bear all costs associated with the preparation and submission of its bid. Bank will not responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 9) 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 / addenda to item Tender information 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.
- 10) 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.
- 11) All pages of the Bid document should be serially numbered and shall be signed by the authorized person(s) only. The person(s) signing the bid shall sign all

pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature. The bidder should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document. Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) them in full.

12) Prices shall be expressed in Indian Rupees only

The bidders are requested to note that it is mandatory to have a valid digital certificate issued by any of the valid certifying authority approved by Govt. of India to participate in the online bidding. The bidders are requested to ensure that they have the same well in advance.

For E-Tender related queries: **Service provider:** M/s Antares Systems Limited, Registered Office at: - #24, Sudha Complex, 3rd Stage, 4th Block, Bangalore – 560079. Mob : 9674758719, 9044314492

Help Desk: Contact Person: Mr. Pravesh/ Mr. Kushal Bose.

For State Bank of India

SIGNATURE OF THE TENDERER

Annexure-A

DOCUMENTS TO BE SUBMITTED IN THE TECHNICAL BID ARE AS UNDER:

- a) *Complete Tender document duly filled in, signed and stamped by the authorized representative.*
- b) *Earnest Money Deposit: EMD in online mode only.*
- c) ***Copy of valid catering Services license from competent government authority, Contract labor License. The firms not in possession of valid licenses as above will be rejected.***
- d) *Copy of IT PAN number ID card of firm /owner in the case of ownership firms along with proof of ownership.*
- e) *Copy of GST Registration, EPF, ESI registration, copy of service tax registration, any other certification/ registration required as per labor laws etc. as applicable.*
- f) *A copy of Board resolution or Power or Attorney showing that the signatory has been duly authorized to sign the tender document.*

Annexure-B

AGENCY/FIRM/COMPANY PROFILE		
Sr. No.	Required Information	
1	Name and registered address of the agency /firm /company	
2	Name, designation, and telephone nos. of the contact person / persons. Mob No. Fax No. E-mail id	
3	Statutory details (Photo copies to be attached) <ul style="list-style-type: none">• Registration number under the Contract Labour Act.• Registration number under Labour Welfare Act.• PAN No.• EPF-Registration number• ESI—Registration number• GST—Registration number• Any other registration certificate required to comply with all the relevant laws prescribed for the services to be rendered.	

Annexure-C
UNDERTAKING
(To be submitted along with the technical Bid)

To
The Regional Manager
State Bank of India
Regional Business Office, Region-V
1st Floor, SBI
BHEL Sector-1 Ranipur, Haridwar-249403

Dear Sir,

Housekeeping, Maintenance and Catering service for the Bank's VIP Guest Houses at BHEL Sector – 5, Ranipur , Haridwar.

1. I/ We refer to the tender notice issued by you for ***Housekeeping, Maintenance and Catering service for the Bank's VIP Guest Houses at BHEL Sector -5, Ranipur, Haridwar.***
2. **We accept all the terms and conditions along with the specifications, details etc defined in the tender document.**
3. I / We hereby offer to perform, provide, execute, complete and maintain the works in conformity with the conditions of contracts & specifications schedule of quantities relating to the works.
4. I/ We have satisfied myself / ourselves as to the site conditions, examined the all aspects of the tender conditions, subject to above, I / We do hereby agree, should this tender be accepted in whole.
5. I / We have deposited an **earnest money of Rs 50,000/- (Rupees Fifty Thousand only)** in online mode (Payment Reference No _____)
 - I) If our offer is withdrawn within the validity period of acceptance by the Employer.
 - Or
 - II) If the contract agreement is not executed by us within 15 days from the date of receipt of the letter of acceptance.
 - Or
 - III) If we fail to pay the initial security deposit as stipulated.

I/We understand that you are not bound to accept the lowest or any tender you receive.

The names of **DIRECTORS/PARTNERS/PROPRIETOR** of our Firm are:

1. ____

2. ____

3. ____

4. ____

Yours faithfully,

Signature.....

Designation.....

Name of Partners/ Directors/Proprietor of the Firm, authorized to sign or name of person having power of attorney to sign the contract. (Certified true copy of power of attorney should be attached)

Signature and address of witnesses:

a. Signature.....

Name.....

Address.....

b. Signature.....

Name.....

Address

**NAME OF WORK: HOUSEKEEPING, MAINTENANCE AND CATERING SERVICE
FOR THE BANK'S VIP GUEST HOUSE, AT BHEL SECTOR – 5,
RANIPUR, HARIDWAR**

SCOPE OF WORKS

1. The contract shall be for a period of three years from the date of commencement of the Agreement subject to review after one year, provided the contractor has license and/or renewed license and render satisfactory services. There are Guest Bedrooms with attached toilets, drawing rooms-cum-dining room, Kitchen, common toilets, terrace, staircase, basement, etc. in the Bank's VIP Guest House at BHEL, Sector -5, Ranipur, Haridwar. The contractor is to quote monthly charges (excluding GST) for various services to be provided as per Schedule-II (Price Bid) on the basis of items, periodicity etc. detailed in Annexure— I to IV **in online price bid.**
2. The house-keeping, maintenance, horticulture work and catering services contract shall be for the entire premises occupied by State Bank of India, VIP Guest House at BHEL Sector -5, Ranipur, Haridwar, as specified above.

(A) HOUSEKEEPING & MAINTENANCE SERVICES:

3. The contractor shall engage sufficient number of able, trained, efficient, neat & clean (viz., with trim hair cut, moustache, nail cut) healthy, honest, well behaved and skilled persons including supervisor (s), as per Schedule-II(Price Bid), for upkeep and maintenance of entire premises to be used as Guest House including terrace, open areas inside the complex and outside the complex and horticulture work.
4. The contractor shall arrange daily cleaning and other services of the entire complex as specified in Annexure I. Even if a room is not being used, the dusting/cleaning has to be done as per schedule. This should be strictly adhered to without fail.
5. The contractor shall arrange daily cleaning of all toilets with first grade phenyl and detergents, soap, toilet paper and other materials as specified in Annexure-I, which shall be provided by the contractor at his cost.
6. All electrical appliances, like lights, fans, geysers, ACs, heaters etc. are to be switched off every time when not in use. The contractor shall maintain electrical installations and plumbing work as and when required by utilizing qualified ITI passed electrician (from Bank's empanelled electrical contractor only), plumber and carpenter, only equipped with proper tools. The vendor must utilize the services of Electrical Contractor once in every month. The same must be recorded in the register & photocopy of report should be enclosed with the monthly bill. The cost of replacement of items which are irreparable shall be borne by the Bank (excluding labour charges). In case of any item damage during maintenance/ repairing due to

miss-handling done by labour /men,same brand item(s) will be replaced by the contractor at their cost. If the contractor fails to provide any qualified technician to carry out such types of work ,Bank will depute such persons and payment will be made to them and same amount will be deducted from their subsequent bills.

7. The scope of electrical maintenance shall include the labour component of operation and maintenance of various electrical cables, fans, fixtures, fittings, geysers, refrigerators, room heater /blowers, water supply pumps, bore well etc. The cost of replacement of these items, when irreparable, shall be borne by the Bank. However,T-5 tubes, LED (HPL /CG /HELONIX/PHILIPS/ BAJAJ made only) bulbs, LED Tubes, starters, chokes etc. of same make or as directed by Bank shall be replaced by the contractor, as and when required, at his cost. All these items shall be handed over by the contractor in running condition at the time of termination of contract. In case any item is found defective/damage, cost of the item would be recovered from them. Similarly, the Bank shall hand over these items in running condition at the beginning of contract.
8. The contractor shall install mosquito repellent machines and repellents of good quality such as All-Out, Good Night etc. at his cost for all the bed rooms, drawing, dining etc. The contractor shall provide pest control offlies, mosquitoes including spraying with Finit or Baygon spray in the entire complex to be carried out at regular intervals.
9. Specialized machines for wet scrubbing, wet mopping, wet/dry & vacuum cleaning and machine for cleaning water bodies will be deployed by the contractor at his cost.
10. The contractor shall ensure opening and proper locking of all rooms in VIP Guest House. In case of any breakage, pilferage of any fixture and / or furniture,equipment etc. the responsibility shall be of the contractor.
11. Duplicates of keys should always be available with the caretaker at the VIP Guest House . In case of loss of any set of original/ duplicate key due to negligence on the part of the contractor's employees, the cost of replacement of lock (s) or getting another set of key prepared will be recovered from the monthly bill of the contractor.
12. The check-in and check-out timing of the Guests will be maintained by the contractor's personnel in a register which will be provided by the Bank. These records will be Bank's property. Record of Welcome kits supplied to the officials will be maintained by the contractor.
13. The contractor will be responsible to attend to all complaints with in the purview of the contract. He will also be responsible to communicate immediately any complaint of sickness, mishap, accident etc. to the Chief Manager (Operation). The Contractor will provide First Aid Box with medicines at his cost and will keep the same at VIP Guest House in a prominent place . Complaint Register/Suggestion Register, to be provided by the Bank, will also be made available at the Reception Counter/ Guest House under the control of the contractor's men. Feedback forms will be kept in the

rooms and the same shall be collected from the officials before they leave the Guest House.

14. The contractor shall arrange regular maintenance of trees, shrubs, flower pots etc. by watering as and when required, including pruning of trees maintenance of seasonal flowers etc. all complete. All tools and materials for the maintenance, i.e., manure, fertilizer, saplings, seasonal flowers, good earth etc. shall be provided by the contractor at his cost.
15. The contractor will supply one English and one financial newspaper in all the rooms besides adequate number of English/Hindi/Financial papers in the lobby as per Schedule-II (PRICE BID).

(B) CATERING SERVICE:

16. The CONTRACTOR shall provide 24 hours catering at the VIP Guest House on daily basis as per the "Menu" described at Annexure-I/II/III/IV and as per rate, terms and conditions and timings decided by the Bank from time to time as per Schedule-II (Price Bid)
17. The quality of the ingredients used in preparation of the eatables and beverages etc. shall be of Agmark quality, FSSAI Approved and/ or as decided by the Bank from time to time, suggested brand/ quality is indicated in the enclosed Annexure-II.
18. The charges for catering shall be as fixed by the Bank from time to time. The present rates for various items as described in the "Menu" are placed at Annexure-III/IV - A. The contractor shall provide Bed Tea, Evening tea with light snacks, breakfast, lunch or dinner as per Menu card to the Bank's Executives as a package. The cost of package per person for one day will be Rs.150/- and the contractor will be reimbursed for the same as detailed here under. The contractor will collect the nominal tariff from the Guest officials for the food served as detailed hereunder:-

i) The officers utilizing the Guest House on official duty:

		Amount to be charged from Bank's Executive/ officer on official visit and to be deposited in Bank by 5 th of succeeding month	Maximum amount to be reimbursed to the Contractor by the Bank per person per day.
a)	For availing food package (i.e. Bed tea, Breakfast, Evening tea with light snacks, Lunch or Dinner)	Rs.30/-	Rs.150/-

b)	For availing any additional Lunch or Dinner in addition to full food package	As per Annex-III —A	----
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The contractor will submit his bill as per rates mentioned in the Annexure-IV for reimbursement of food package charges as above along with the details of food items consumed by the Guest on official duty, duly signed by him/her.

- ii) The officers utilizing the Guest House facility for their personal visit, family members of Bank's Executives either on official duty or on personal visit and Executives other than Bank officials will be charged Rs.150/- per person per day for full package, i.e. Bed Tea, Breakfast, Evening tea with light snacks, Lunch or Dinner. In case they desire only a few items from the Menu card, they will be charged the actual amount worked out as per the rates given in Annexure-IV. No reimbursement will be made to the Contractor in these cases.
19. The contractor shall pay for cooking gas used for cooking purposes.
20. The contractor shall provide standard cooking utensils of very high standard, table linen, cloth napkin, paper napkin etc. at his cost. The table linen & cloth napkin will be changed daily and washed at his expense. The said items shall be of first class quality to the full satisfaction of the Bank, whose decision in this regard shall be final and binding on the contractor.
21. The Contractor shall be provided by the Bank the articles used in kitchen such as cooking range, Water coolers, Deep Freezer, Hot Case, Electric toaster, tandoor, storage cup-boards, work-tables, Electrical and plumbing fittings, Geysers, crockery and cutlery etc. The contractor shall maintain proper record and take care of the said articles/ equipments as a bailee, in terms of Indian Contract Act and return all these equipments in good and working order on the expiry/ termination of the contract.
22. The Contractor shall not be allowed to sell food to person(s) other than Bank's guests. Similarly, no outsider shall be allowed to visit, meet the contractor or his employees or to eat food or consume any other items in the Guest House.
23. All Questions relating to the performance of the obligations, scope of work under this agreement and to the quality of ingredients used in preparation of food and beverages 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 Chief Manager (Operation) at this office whose decision shall be final, conclusive and binding on the parties to this agreement,
24. In the event of insufficient / bad quality/ non-serving of any eatables agreed upon to be served, the Bank will be within its rights to make suitable penalty from the contractor's bill @Rs.250/-per guest per day for the entire number of such days within over all limit of liquidated damage, i.e. 5% of contract value (the penalty amount recovered in this case will be considered for calculation of liquidated damage amount).
25. While the articles used in kitchen shall be provided by the Bank the maintenance thereof shall be the contractor's responsibility.

26. Bed tea and snacks will be served in the rooms, Break-fast, lunch and dinner will normally be served in the dining hall. However, in case of a specific request by the guest, these have to be served in the room also.

Various items of Menu will be changed on daily basis (as per Annexure–III/IV) or as per Bank's requirement on a later date to provide variety and maintain a uniform standard.

27. The contractor will provide toilet soaps, toilet paper for the toilets provided in the Guest House. It shall be the responsibility of the contractor to deploy sufficient staff and provide cleansing material of first class quality for the cleaning of these toilets, toilet fittings, washing area, pantry, kitchen, dining halls and service areas.

28. The contractor shall arrange refilling of drinking water every day in flasks which will be provided by the Bank in the Guest Rooms, any other rooms etc.

(C) GENERAL TERMS AND CONDITIONS

29. The firm must have PAN, EPF, ESI & GST registrations. The applicant requires furnish their PAN No, GST, ESI, EPF Number, Registration details of firm with PIN No, TIN No, Service Tax No etc as applicable.

30. The tender shall be signed & stamped by the authorized person.

31. Copy of valid catering Services license from competent government authority, Contract labor License. The firms not in possession of valid licenses as above will be rejected

32. The tenders of the contracting agency /firm/company not in possession of valid statutory sanctions / registrations are liable for rejections.

33. The successful tender will have to make an agreement with SBI on terms and conditions of the contract on a non-judicial stamp paper within 15 days, the cost of which will be borne by the contracting agency/firm/company.

34. If any Tenderer declare or file misleading statement, misrepresentation then he will be disqualified from the process of selection.

35. The Contractor shall engage the services of sufficient number as per Schedule-II(Price Bid) of able, trained, efficient, neat, healthy, honest, well-behaved and skilled persons for cooking, serving and cleaning of kitchen, dining halls and services areas at his cost round the clock. The cook(s) shall be expert in preparation of veg. and non-veg. of various types of North Indian, continental dishes and South Indian. The attendant/ room boy-cum-helpers/ cooks and other staff should be properly trained, and shall wear smart and neat uniform (pattern to be got approved from the Bank) with their name-badges. The contractor will be responsible for the good conduct and performance on their part and the contractor shall be deemed, for all

legal and contractual purposes, as the employer of the said persons and such persons will not have any claim for employment in the Bank now or at a future date. The contractor shall have to engage, the services of sufficient number of bearers etc. as per Schedule-II (Price Bid) and one or more supervisors.

36. The contractor will ensure that the supervisor engaged by him verifies the condition of all the electronic, furniture and sanitary items, etc. provided in the Guest House on daily basis and shall ensure that they remain in working condition by arranging necessary upkeep through the electrician, carpenter or plumber as the case may be, if the same is within scope of work of the contract and if not, the problem will be brought to the notice of the Chief Manager (Operation), SBI RBO-5, Haridwar or concerned officer/engineer in the department on the same day. The supervisor will maintain a register for the purpose and room/lobby wise verification report in this regard will be submitted to Chief Manager (Operation), SBI RBO-5, Haridwar on weekly basis, i.e., on every Monday as per annexure-VI.
37. The contractor would get the police verification of all his employees hired for the Bank's VIP Guest Houses done, a copy of which will be submitted to the Bank. List of employees with their Name, Photograph, Permanent address, Local address, contact number will be kept at the Guest House(s) with a copy deposited with the Bank.
38. 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. 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 contractor's responsibility. He will remove any person(s) /employee(s) who may, in the opinion of the Bank be unsuitable or incompetent or who may misconduct and such a person shall not be again employed or allowed in the work/ campus without the permission of the Chief Manager (Operation), SBI RBO-5, Haridwar.
39. The contractor will pay rates and wages and observe hours of work and conditions of employment as per existing rules, agreement and applicable laws. They shall be responsible if so required under the relevant law to register him self and obtain a valid licence under the Contract Labour (Regulation and Abolition) Act, 1970 and rules there under and they must comply with and carry out all the provisions and obligations under the said Act and Rules and furnish all information to the Chief Manager (Operation), SBI RBO-5, Haridwar as may be required by the Act/ Rules and shall indemnify Bank against any penalties/claims from any default on their part, and the said obligation shall survive even after the termination of the agreement.
40. It will be contractor's responsibility to ensure that the obligations under the contracts are duly performed and observed. The contractor shall also designate supervisor(s) by name who will personally check the working of their staff every day. The contractor shall maintain the 'Daily Report register of services every day and made

available for inspection by the Chief Manager (Operation), SBI RBO-5,Haridwar or Bank's other officials.

41. The contractor shall ensure a very high standard of housekeeping and maintenance of the entire complex at all times, with due regard to hygiene and cleanliness. Disposal of all garbage shall be the responsibility of contractor. The black plastic bag shall be provided by the contractor for the dustbins of each room, kitchen etc. daily all at his costs.
42. The contractor shall carry out improvements as may be necessary for ensuring satisfactory service and shall take due notice of complaints made by the Bank's Executive or Chief Manager (Operation), SBI RBO-5,Haridwar and Bank's staff. The contractor shall submit the Complaint Register to the Chief Manager (Operation), SBI RBO-5,Haridwar at fortnightly interval or as and when required for further putting up to the Competent Authority.
43. The contractor shall be responsible for any loss due to theft/pilferage of / damage to the Bank's property, including any portion of the building under the Contractor's occupation, or the fittings, fixtures or other equipment entrusted in their charge, or any property belonging to the Bank's Executives, when such loss / damage is in the Bank's opinion, caused due to negligence or carelessness or any fault on contractor's part or that of his representative or any of his employee, he shall be liable to pay to the Bank such amount in respect of such damage as may be assessed by Bank. Accordingly, the Contractor shall ensure that the character and antecedents of the personnel to be engaged has been verified through the appropriate authority and they have unblemished past records.
44. 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, cooking, bathing, washing and toilet purposes. The contractor shall make arrangement of buckets etc. for storage of water at his cost. The contractor will ensure smooth working of the water pump, tube well, water through tankers (to be paid by Bank separately), Municipal supply and solar water heater system if installed at the roof etc.
45. The contractor shall not permit any portion thereof or any other area in the complex to be used for residential purpose by him and /or any of his employee, except the room/area specifically permitted by the Bank.
46. All consumable material and equipments required for day today which are to be arranged by the contractor shall be of best quality and approved by the Bank, which shall be available for inspection by the officials from the department.
47. The contractor shall be liable to comply with all rules and regulations in respect of all the labour laws and statutory requirements, including fire, Electrical safety regulations and other regulations, which are in vogue or will be come applicable in future.

- a. The contractor shall accept and bear full and exclusive liability for the payment of any or all taxes etc., now in force or hereafter imposed, increased and revised from time to time by the Central or State Government or by any other authority with respect to or covered by wages, salaries, or other compensation paid or payable to persons employed by the contractor.
- b. 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, Payment of Bonus Act, 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.
- c. The contractor shall be responsible for proper maintenance of all Registers, Records and Accounts so far as these relate to the compliance or any statutory provisions/ obligations. The contractor shall be responsible for maintaining record pertaining to payment of Wages Act and also for depositing the P.F. contributions, if required, with authorities concerned.
- d. The contractor binds him self as executor or administrator and agrees to indemnify and hold harmless the Bank, in-respect of this contract, including all claims, damages proceedings costs, charges and / or any expenses whatsoever which may be imposed, enforced or brought against the Bank or any of its directors, officers or employees for reasons of or consequent upon any breach or default on the part of contract in respect of violation of any of the provisions of Law/Act/ Rules or regulations having the force of law or if any award of decision by any competent tribunal, court or authority in respect of the workmen or any one employee/ engaged by the contractor/sub-contractor in connection with this contract. This indemnity shall survive even after termination of the contract.
- e. The contractor shall be responsible for all the claims of his employees. The contractor's employees will not have any claim what so ever against Bank.
- f. The contractor shall engage fully trained and adequately experienced persons, who are medically fit. They should be free from all infections/diseases.
- g. The contractor shall obtain adequate insurance policy in respect of his employees to be engaged for the work, towards meeting the liability of compensation arising out of death /injury /disablement at work etc. and agrees to indemnify and hold harmless the Bank, in respect of this contract, any liability arising due to death /injury /disablement at work etc. including all claims, damages proceedings costs, charges and/ or any expenses whatsoever which may be imposed, enforced or brought against the Bank or any of its directors, officers or employees for reasons of or consequent upon any breach or default on the part of contract in respect of violation of any of the provisions of Law / Act / Rules or regulations having the force of law or if any award of decision by any competent tribunal, court or authority in respect of

the work men or any one employee/ engaged by the contractor/sub-contractor in connection with this contract

- h. The contractor shall provide weekly off/ holidays to his employees as per labour laws but it will be his responsibility to ensure uninterrupted services on all days at no extra cost.
48. The contract shall be terminated by efflux of time or earlier, by one month's notice at the option of the Bank without assigning any reason thereof. If during the currency of the contract, any Government notification prohibits employment of contract labour for any of these services, the contract shall come to an end forthwith and no compensation shall be paid to the contractor. Besides if the contract is terminated as stated above the contractor shall be entitled to the payment up to the date of termination for the work already performed.
49. a) The Bank may, without prejudice to any other remedy for breach of contract may terminate the contract/agreement by one month notice in the event of unsatisfactory performance or on breach of any stipulated conditions or qualitative dimensions of the various services specified/agreed upon by the contractor, or the engagement is not in the interest of the Bank or the Bank no more requires any such services.
- b) The Bank is entitled to terminate this contract/agreement for any reason at its absolute discretion forthwith without notice without assigning any reason & without payment of any compensation, in the following cases:-
- (i) If the vendor is adjudicated insolvent by Competent Court or files for Insolvency or if the hirer being a Company is ordered to be wound up by a Court of competent jurisdiction, or
 - (ii) If any charge sheet is filed by a competent authority of the government against the Agency/ Company, or the vendor is convicted by a criminal court on grounds of moral turpitude, or
 - (iii) For any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement.
 - (iv) If there is a change in the name or constitution of the contractor arising out of merging with some other company or collaboration with some other company or for any other reason or, if any changes takes place in the proprietorship or partnership or the company, the Bank should be intimated within 30 days of such changes, following which all payments will be withheld & Bank may terminate the agreement as may be deemed necessary. Whatever be the reason of changes, the subject agreement would be terminated unless the new company /entity accepts the subject agreement at the same rates, terms & conditions laid down herein. The contractor shall refund the excess money paid for the term for which the agreement /arrangement has run.
- c) In the event of failure of the contractor to provide the services or part thereof, as mentioned in the agreement /tender document for any reasons whatsoever, the Bank shall be entitled to procure services from other sources & imposition of penalty and

the contractor shall be liable to pay to the Bank, the difference of payments/excess payment made for such other services, besides damage for the period of failure in providing the services or part thereof.

d) In the event Bank terminates the contract in accordance with clause (a) herein above the Bank shall be entitled to procure services from other vendor/ contractor as it deems appropriate, &the contractor shall be liable to compensate the bank for loss if any suffered on account of difference in rates payable to him and to the alternate vendor/contractor.

e) In the event of termination of contract for any reason whatsoever, the contractor/or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

50. The contractor shall undertake to bear all other taxes, rates, charges, levies or claims, whatsoever as may be imposed by the Central / State Government or Local Body or Authority. Pertaining to the contract.

51. In case the contractor or any of his employees, fails to fulfill his obligations as per his scope of work for any day or any number of days including his absence from duty, to the satisfaction of the Bank, for any reason whatsoever, he shall pay up to a sum of Rs. 2,000/- per day person for the entire number of such days and the Bank shall without prejudice to his other rights and remedies, be entitled to deduct such damages from the amount, if any, payable to the contractor within over all limit of liquidated damage, i.e. 5% of contract value (the penalty amount recovered in this case will be considered for calculation of liquidated damage amount).

52. The contractor shall bear all the costs and expenses for executing the agreement with the Bank.

53. The contractor shall have to deposit a sum of 5% of the annual contract value in the form of a STDR in joint A/c of Bank & Contractor as security deposit for entire contract period duly discharged in favour of the Bank. The security deposit will be refunded on expiry/ termination of the contract as the case may be after adjusting the dues payable by the contractor to the Bank.

54. The contractor shall be paid at monthly intervals upon presenting their bill(s).

55. All services are to be provided in such a way that the Bank's guests are not disturbed in any manner.

56. The contractor is to collect room charges, as advised by the Bank, from the Bank's Executives and deposit the same in Bank's account fortnightly.

57. The contractor shall maintain proper liaison with the Telephone, Cable Agency/ Tata Sky, Water, Electricity and other Government departments for attending complaints quickly.

58. The contractor will ensure that the bills pertaining to the VIP Guest House in respect of electricity, telephone, water charges are sent to AO-Dehradun on the same day of their receipt at the VIP Guest House. In case, the Bank has to pay penalty due to late deposit of bills due to the fault of the contractor or its personnel, the amount of penalty will be recovered from the monthly maintenance charges payable to the contractor.
59. The contractor shall arrange for periodical cleaning and disinfection of underground and overhead water storage tanks at his cost, at least once in a month and shall write with Enamel paint, the date of cleaning on these tanks.
60. The contractor shall provide laundry services to the guests, if demanded, and such charges to be borne by the guests.
61. The contractor shall provide latest local road map, trains' time table, airlines time table etc. in the drawing-cum-dining room for use by the Bank's Executives, at his cost.
62. The contractor shall provide in each room a Menu card and also the facilities available at the Guest House.
63. Local Laws, Acts, Regulations. The contractor shall strictly adhere to all prevailing labour laws inclusive of contract labour (regulation and abolition act of 1970) and other safety regulations. The contractor shall comply with the provision of all labour legislation including the latest requirements of all the Acts, laws, any other regulations that are applicable to the execution of the project.
- Minimum Wages Act, 1948 (Amended)
 - Payment of Wages Act 1936 (Amended)
 - Workmen's Compensation Act 1923 (Amended)
 - Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971 (Amended)
 - Apprentice Act 1961 (Amended)
 - Industrial Employment (Standing Order) Act 1946 (Amended)
 - Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
 - Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
 - Shop and Establishment Act
 - The contractor shall abide by "The Prohibition of Employment as Manual Scavengers and their Rehabilitation Act-2013"
 - Any other Act or enactment relating there to and rules framed there under from time to time.
64. Any indulgence, forbearance or waiver, granted or shown or made on the part of the Bank will not prejudice its rights under the contract.
65. The SBI however still reserves the right to terminate the said contract at any time on the ground of unsatisfactory services rendered by the agency or without assigning any reasons. SBI will be the sole judge in this regard.

66. On termination of the contract, the Contractor shall discontinue the use of the premises and hand over peaceful possession of the Bank's premises together with its fixtures and articles therein in good condition.
67. The Contractor shall not be allowed to carry away any material / item out of the VIP Guest House campus without the permission of the Bank's authorized representative.
68. The Contractor shall have no tenancy rights on the space provided. The space provided shall have to be vacated immediately on expiry/termination of the contract. Contractor should hand over the vacant space and peaceful possession of the space provided.
69. The successful tender will have to make an agreement with SBI on terms and conditions of the contract on non-judicial stamp paper, the cost of which will be borne by the contracting agency /firm /company. The format of Agreement will be provided by SBI.
70. The Contractor shall cooperate with the other Contractors working in the Bank's campus.
71. The Contractor shall abide by all the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Central/ State Government Labour acts in-force.
72. The Contractor will have to maintain registers/ records as mentioned below as required under the provisions of various Acts and complete the formalities prescribed there under. The Bank shall not be responsible in any way for any breach of these rules and regulations by the Contractor. The contract is liable to be terminated if breach of rules and regulation is found after the award of contract.
73. The attendance muster cum wages register of persons engaged during the month should be duly signed by the individual employees and countersigned by the representative of the Contractor and SBI.
74. All employees have to be paid wages, special allowance and other allowances at rates, not lesser than the minimum rates prescribed by the Government under relevant rules.
75. All the employees have to be extended coverage of PF/EPF as per the eligibility under PF act.
76. Appropriate deductions are to be made towards coverage of PF/EPF as per the eligibility under PF act.
77. Appropriate deductions are to be made towards Professional Tax and Income Tax from the salary wages paid and remitted to concerned authorities if any.

78. All deductions are affected from the salary /wages as per the provision of the Payment of Wages Act.
79. The following registers are required under provisions of various Acts and to be maintained upto date in the prescribed format ,kept available in the premises for inspection of any statutory authority, on demand for example, Register of Persons Employed, Muster Roll, Register of Wages, Register of Deduction, Register of OT, Register of Fines, Register of Advances etc.
80. The licence under the provisions of Contract Labour (R&A) Act or any other license required by concerned Government/ Local Authorities for execution of the said contract have to be obtained /renewed and kept operative. The half-yearly/ yearly returns are to be submitted in time, to the authority as per rules.
81. The workmen engaged by the Contractor shall not have any right/ claim over the various facilities enjoyed by the Bank's staff members.
82. All the work men employed by the Contractor should be well mannered and should be in proper uniform.
83. The workmen employed by the Contractor attending work of the Bank under the contract must have highest standard of honesty.
84. The Contractor shall issue proper identity cards with latest photograph to his workmen.
85. The Bank reserves the right to reject any particular workman placed /employed, under the contract in the Bank's premises.
86. In case of lapse on part of the workmen of the Contractor, the Contractor should take corrective disciplinary action against such workmen. In case the Contractor fails to take any action against the defaulter, the Bank reserves its right to take any suitable/legal action against the Contractor.
87. The information regarding the monthly payment of wages, statutory benefits etc., paid to the workmen shall be submitted by the Contractor to the Bank along with the monthly bill.
88. The payment of the service charges for the services rendered will be made on monthly basis by RTGS only.
89. While making payment of the service charges, the Bank will make the following deductions:
- a) The income tax deduction at source as per the Government regulations.
 - b) The amount equivalent to any damage / loss etc. done by the workmen employed by the Contractor to carry on the job at SBI.
 - c) Any other charges, fines, penalties and such other deductions.
 - d) Any other claims made by the employees of the Contractor against the SBI

90. The Contractor shall be responsible for the safety of his workmen and should follow all rules and regulations pertaining thereto. In case of any damage to property or persons, the Contractor shall be responsible and should take-out necessary personal insurance policies for this purpose. Contractor should indemnify SBI for any claims, legal proceedings, etc arising from the above. The necessary licenses etc., as per contract labour law shall be obtained by Contractor.
91. In case of any dispute arising regarding the job contract including the interpretation or the scope or working thereof, the decision of the Chief Manager (Operation), SBI RBO-5, Haridwar shall be final and binding on the Contractor.
92. Contractors are advised to inspect and examine the site and make all investigations the extent of work, scope and condition under which the works are to be executed. No claim for any extra payment of any kind on account of lack of information about the site conditions shall be entertained after acceptance of the tender.
93. The Contractor shall obtain adequate insurance policy as per the Govt of India/ State Government guidelines applicable in this regards in respect of the workman to be engaged for the work, towards meeting the liability of compensation arising out of death /injury /disablement at work etc.
94. The rates quoted by the Contractor in the tender shall be deemed to have taken into account all the conditions mentioned above. The Contractor shall visit the premises before quoting.
95. The bank is at liberty to impose suitable penalty and deduct the same either from the bills submitted by the contractor or at its discretion from the Security deposit for any damage caused to bank's property by the contractor or for unsatisfactory work.
96. The contractor specifically agree for the safe custody and storage of the various materials supplied to him by the bank and shall indemnify the bank for all the losses in the event of any theft, robbery, dacoity, fire or civic circumstances and will not allow any free access to any person who is not acceptable to the bank.
97. The contractor shall immediately on occurrence of any accident at or about the site or in-connection with the execution of the work report such accident to the Bank. The contractor shall also report immediately to the competent authority when ever such report is required to be lodged by the law and take appropriate actions thereof.
98. The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract attached herewith within 15 days from the receipt of intimation of acceptance of his tender by the Bank, at his own cost. However, the written acceptance of the tender by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.

99. 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 the 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 the 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 in 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 bidder 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.

100. CONDITIONAL TENDER OR INCOMPLETE TENDER SHALL BE SUMMARILY REJECTED

101. The contractor shall display on the Notice Board at the Guest House, the following:

- a) Full Menu card and the rates
- b) Name of the Contractor and mobile no. of key person with name
- c) Name of the caretaker with his photograph
- d) Name of the attendants in the VIP Guest House with photographs
- e) The facilities available at the VIP Guest House .
- f) Important Telephone Numbers, viz., Travel Agents, Doctors, Ambulance Service etc.

All the above terms and conditions accepted.

Dated:

Signature of Contractor

Name, address & seal of firm

(TO BE STAMPED AS AN AGREEMENT)

**AGREEMENT FOR FACILITY MANAGEMENT SERVICES
(HOUSE KEEPING WITH CATERING)**

This Agreement made at on this day of 2024 between STATE BANK OF INDIA, a body corporate constituted under the State Bank of India Act, 1955 having its Corporate Centre Office at Madame Cama Road, Mumbai 400021 and one of its office, Administrative Office , 1,New Cantt Road, Dehradun (hereinafter referred to as “the Bank” which expression shall include wherever the context so permits its successors and assigns) OF THE ONE PART.

AND

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

And Whereas the Bank has invited offers for rendering Facility Management Service(Housekeeping with Catering) for the VIP Guest House at 810, Indiranagar, Dehradun described in the **Schedule I (Technical Bid)**.

And Whereas the Contractor offered its Services for a consideration more fully described in **Schedule II (Price Bid) & selected as L1 in the tender process.**

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

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

1. The Contractor shall arrange for the services at the premises / Establishment. He shall adhere to the Schedule as to the time and work to be performed as mentioned in the Schedule I (Technical Bid) more specifically described hereunder.

2. The charges for rendering the services payable by the Bank to the Contractor shall be Rs.....(Rupees.....only) per month inclusive of all taxes. The details of which are as detailed in Schedule-II (Price Bid). 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/ equipment's for use in the Bank's premises for the purpose. The Contractor shall take care of the said articles/ equipments as a bailey, in terms of the provisions contained under the Indian Contract Act and duly return them in good working order and condition to the Bank on and at the expiry of the currency of these presents or on its sooner determination in terms of these presents. The daily and periodical maintenance of the articles/ equipments shall be the sole responsibility of the Contractor. The cost of

replacement/repair and servicing of all the articles/equipments during the currency of these presents shall be borne exclusively by the Contractor only.

4. Eco-friendly Bio-products cleansing materials, Chemicals, Sprays, Detergents and other materials as stated above should be of high quality/brand satisfactory to the Bank and shall be procured from reputed dealers/shops. The contractor shall arrange for their purchases on his own and shall bear all expenses in connection with such purchases including their transportation.

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

6. The Contractor shall provide adequate number of supervisors as his agents or nominees for supervising the services, who will personally supervise and check the working of the Cook, Electrician, Plumber, Carpenter and other housekeeping personnel engaged by the Contractor.

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

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

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

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

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

12. The Contractor shall discharge all obligations under the Contract most diligently, efficiently and honestly.

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

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

15. The Contractor will be obligated to meet the Chief Manager (Operation) Committee once in a month for assessing and monitoring the quality of housekeeping services rendered as may be decided by the Bank and for which notice will be given to the Contractor either in person or by a written communication. The Contractor shall comply with such observations/feedback emerged and furnished by the Bank for improvement in services. However, the continuance of the contract shall be subject to review of the performance from time to time and in case the performance is not found to be satisfactory by the Bank for any period under such review, the Bank at its discretion, reserves its right to terminate the Contract by serving a notice to the Contractor without incurring liability therefore.

16. The agreement shall come into force and be effective from the date of award of work for a period of two year, subject to the review of satisfactory performance as mentioned herein above. In case of change in statutory obligations like increase/ decrease in minimum wages/ GST, the Bank may consider for enhancement/ decrement to the extent of change as and when there is change in statutory obligations like increase/ decrease in minimum wages/ GST on production of documentary proof of such change by the Contractor.

17. The Contractor shall deposit a sum equivalent to 5% of annual contract value with the bank for due fulfillment and performance of the contract. The security deposit shall be held with the Bank without interest in the form of Bankers cheque with the State Bank of India in the joint names of the Bank and the Contractor and the deposit receipt will be kept in the custody of the Bank. The Security Deposit will be returned to the Contractor after three months from the date of expiry of these presents provided that there are no defects or loss or damage caused to the Bank and/or materials/articles/ equipments provided to him are duly accounted for and returned to the Bank in good working order and condition by the Contractor to the satisfaction of the Bank and all his dues to the Bank and all other liabilities under any law or otherwise arising out of or in connection with or in respect of the services are fully settled.

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

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

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

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

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

23. In case the Contractor fails to fulfill his obligations for any day or any number of days to the satisfaction of the Bank, for any reason whatsoever, he shall pay by way of liquidated damages maximum up to 5% of the annual contract value and the Bank shall without prejudice to their rights and remedies including the termination of the contract, be entitled to deduct such damages from the money, if any, payable by them to the Contractor.

24. All questions relating to the performance of the obligations under this agreement and to the quality of materials used in respect of the services and all the disputes and differences which shall arise either during or after the agreement period or other matters arising out of or relating to this agreement or payment to be made in pursuance thereof shall be referred to **Chief Manager (Operation), SBI RBO-5, BHEL Sector – 1, Haridwar** whose decision shall be final, conclusive and binding on the Contractor.

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

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

27. The Contractor shall in terms of the provisions of Sections 16,17 and 18 of the Contract Labour (Regulation & Abolition) Act 1970 and the rules framed under the said Act provide the prescribed amenities to its personnel. In case of failure of the contractor in complying with the said provisions, the bank may provide the same when called upon to do so by the Competent Authorities and deduct the expenses incurred thereof from the bills of the Contractor without prejudice to its other rights and remedies under these presents. The Contractor shall be responsible for proper maintenance

of all Registers, Records and Accounts so far these relate to the compliance of any and all statutory provisions/obligations.

28. In terms of the provisions of the aforesaid Contract Labour (Regulation & Abolition) Act, 1970 and Rule 72 and 73 of the Rules framed thereunder, in case the same are applicable to the Contractor, the Contractor shall disburse the minimum wages payable to its personnel by affording payment through account payee cheques or ensuring credit to their Bank accounts only in the presence of the Authorized Representative of the bank and shall obtain due certification to that effect from the said Authorized Representative of the Bank. Any violation of the aforesaid provisions of the Law will entail forthwith termination of this Contract in addition to such penal consequences as may attend with under these presents.

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

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

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

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

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

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

35. The tender document forms an integral part of the agreement. The provisions & term / conditions mentioned in tender document under this agreement need to be interpreted harmoniously to avoid any conflict.

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

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

38. Responsibility of the Contractor.

(i) Contractor must have a valid license under Shops & Establishment Act, 1988 (that regulates working conditions and employment conditions of the employees). The Registration certificate is issued by Labour Dept. of the State for a calendar year and it has to be got reviewed by the Contractor every year.

(ii) The Contractor shall arrange to obtain license from the appropriate authority under Contract Labour (R & A) Act Rules 1971 by applying a form IV on the basis of form V.

(iii) Contractor has to maintain Register for contract labour on Form 13 and submit ½ yearly returns to the ALC of labour / licensing officer. Every Contractor shall issue employment Card to his Labours form XIV within 3 days of employment.

(iv) The Contractor has to pay the minimum wages (Central Government wages) to his employees and shall also pay ESI an PF contributions and comply with all rules and regulations.

(v) The Contractor must maintain the following register:-

a) Attendance Register on form XVI (16).

b) Wages Register on form XVII (17)

c) Leave Register.

d) Overtime Register on form XXIII

e) Register of fines on form XXI (21)

f) Register of advances on form XXII (22)

g) Register of deductions on account of damage or loss caused to the employees on form XX.

h) Register for Contract employees on form 13.

i) Contractor shall submit half yearly return before 30 days of completion of half year for the previous half year on form XXIV.

j) Register of overtime in form XXIII (23).

k) Every Contractor shall issue a wage slip on form XXIX (29) to his employees at least 1 day prior to disbursement of wages.

l) All the records to be retained for a period of 3 calendar years.

m) 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 Administrative Officer.

n) 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:-

1. Name and address of the establishment.

2. Registration No.

3. Name of employees.

4. Father's name.

39. Termination:

I. The Bank may, without prejudice to any other remedy for breach of contract, may terminate the contract / agreement by one month's notice in the event of unsatisfactory performance or on breach of any stipulated conditions or qualitative dimensions of the various services specified/agreed upon by the Contractor, or the engagement is not in the interest of the Bank or the Bank no more requires any such service.

II. Other grounds for termination: The Bank is entitled to terminate this contract/agreement for any reason at its absolute discretion forthwith without notice, without any reason and without payment of any compensation, in the following cases:

- a) The Contractor is adjudicated insolvent by a Competent Court or files for insolvency or if the hirer being a company is ordered to be wound up by a Court of competent jurisdiction.
- b) If any charge sheet is filed by a competent authority of the Government against the Agency/Company, or the vendor is convicted by a criminal court on grounds of moral turpitude.
- c) For any reason whatsoever, the Contractor becomes dis-entitled in law to perform obligations under this agreement.
- d) If there is a change in the name or constitution of the Contractor arising out of merging with some other company or collaboration with some other company or for any other reason or, if any changes take place in the proprietorship or partnership or the company, the Bank should be intimated within 30 (thirty) days of such changes, failing which all payments will be withheld and Bank may terminate the hire agreement as may be deemed necessary. Whatever be the reason of changes, the subject agreement at the same rates, terms and conditions laid down herein. The Contractor shall refund the excess money paid for the term for which the agreement / arrangement has run.

(iii) In the event of failure of the Contractor to provide the services or part thereof, as mentioned in the agreement/tender document for any reasons whatsoever, the Bank shall be entitled to procure services from other sources and the Contractor shall be liable to pay to the Bank, the difference of payments/excess payment made for such other services, besides damages for the period of failure in providing the services or part thereof.

(iv) In the event Bank terminates the Contract, the Bank shall be entitled to procure services from other vendor/contractor as it deems appropriate, and the Contractor shall be liable to compensate the Bank for loss if any suffered on account of difference in rates payable to him and to the alternate Vendor/Contractor.

(v) In the event of termination of the contract for any reason whatsoever, the Contractor/or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

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.

PERIODICITY OF HOUSE-KEEPING SERVICES

(a)	Sweeping & Mopping	
	Rooms	Once a day and on change of occupancy.
	Lobbies & Corridors, Drawing Room, Dining Hall	Sweeping & Mopping once a day and when warranted
	Staircase	Sweeping twice a day. Mopping once a day.
	Open terraces, Road/ Pavements/ parking	Sweeping/mopping once a day.
(b)	Cleaning of waste and garbage from rooms, kitchen etc.	Once a day and on change of occupancy.
(c)	Disposal of garbage and waste paper to the Municipal Garbage	Once a day.
(d)	Dusting of furniture	Once a day.
(e)	Vacuum Cleaning of carpets /sofa sets/ Curtains/ doormats	Once a week.
(f)	Cleaning of toilets/ WC's/ Washbasins	Once a day and on change of occupancy.
(g)	Cleaning of Buckets/Mugs with Vim/detergent	Once a day and on change of occupancy.
(h)	Cleaning of bathroom tiles/ fittings	Once a week.
(i)	Cleaning of window panes/ wall panelling	Once a week.
(j)	Cleaning of fans/switch-boards/walls/tube-lights /wall-hanging	Once a week.

(k)	Opening of clogged drains/sewer lines	As and when required but at least once in a fortnight.
(l)	Maintenance and operation of Electric fittings, water-pumps, compound lights etc.	On an on-going basis.
(m)	Changing off LED Bulbs, LED tubes etc.	When ever required.
(n)	General checking of all toilets fittings and sanitary accessories	On change of occupancy.
(o)	Washing/ dry cleaning of bed sheets, towels, pillow covers	Replacement once in three days and also on change of occupancy and on request of occupant.
(p)	Cleaning & disinfection of overhead and underground water storage tanks.	Once in three months.
(q)	Cleaning of refrigerators	When ever required,

ANNEXURE-IA

BRAND OF CLEANSING MATERIAL FOR HOUSE-KEEPING SERVICES

	NAME OF CLEANING ITEM	BRAND*
	Phenyl	Doctor Brand/Genda/Lizol/Patanjali
	Handwash	Dettol/Godrej/Lifebuoy/Patanjali
	Toilet Cleaner	Harpic Liquid
	Floor/Wash basin Cleaning	Lizol/Harpic(Red)
	Pane Glass(Door,Window)	Colin/Mr. Muscle
	Dish washing Material	Vim/Pril/EXO
	Repellents	Allout /GoodKnight / Hit
	Freshener	Airwick /Ambipur/Godrej
	Other Cleansing Material	Eco-friendly First Grade Brand

1

Above brands and/or brands of comparable quality (to be approved by the Bank) can only be used

ANNEXURE-II**LIST OF INDICATIVE BRANDS OF ITEMS TO BE USED IN CATERING**

S.No.	ITEM	BRAND
1.	Milk	Mother Dairy/ Amul /Ananda
2.	Bread	Boon/ Sunrise Baker
3.	Butter	Amul
4.	Jam	Kisan /Tops
5.	Tomato Sauce	Kisan /Maggi / Patanjali
6.	Chili Sauce	Kisan/Maggi
7.	Tea/Tea Bags	Taj Mahal /Lipton/TATA Tea
8.	Coffee	Nescafe / Bru
9.	Refined Oil /Groundnut Oil	Sundrop /Dhara /Fortune /Patanjali
10.	Vanaspati Ghee	Dalda /Rath
11.	Mustard Oil	Dhara /Fortune /Patanjali
12.	Rice	Basmati of good quality not less than Rs.60/- per kg in retail market
13.	Sugar	Good quality of reputed brand
14.	Atta /Maida/ Besan	Shakti Bhog/ Pilsbury /Rajdhani /Ashirwad
15.	Pulses	Good quality of reputed brand
16.	Spices	MDH/ Captain cook/Everest /Patanjali
17.	Fruits/Vegetables	Seasonal fresh quality
18.	Salad	Green fresh vegetables of good quality and variety
19.	Pickle	Kisan /Tops /Mother's/Patanjali
20.	Papad	Lijjat /Haldiram /Patanjali
21.	Ice-Cream	Mother Dairy/ Vadilal /Amul

*Above brands and/ or brands of comparable quality (to be approved by the Bank) can only be used. Bank's Decision in the matter will be final and Binding on the contractor

MENU CARD FOR CATERING SERVICES**A. BREAKFAST**

S. NO.	REGULAR	OPTIONAL	DAYS
1	Bread & Butter	Dosa / Bread Rolls	Monday
2	Butter Toast with Jam	Idli / Stuffed Parantha	Tuesday
3	Corn Flakes with Milk	Upma/ CholePuri	Wednesday
4	Seasonal Fruits	Poha/ AlooPuri	Thursday
5	Juices	Dosa/ Vegetable Pakoras	Friday
6	Tea/Coffee	Idli/ Bread Pakoras	Saturday
7	Curd/Milk	Upma/ Vegetable Cutlets	Sunday

B. LUNCH / DINNER

S. NO.	ONALLDAYS	VEGETARIAN OPTIONAL	NON-VEG-OPTIONAL	DAYS
1	Chapati	Shahi Paneer	Chicken	Monday
2	Rice	Mushroom Mutter	Mutton	Tuesday
3	Dal	Mutter Paneer	Egg Curry/Fish Preparation	Wednesday
4	Seasonal Vegetable	Mushroom Mutter	Chicken	Thursday
5	Papad, salad	Paneer Bhujia	Mutton	Friday
6	Curd/ Raita	Karahi Paneer	Egg Curry/Fish Preparation	Saturday
7	Fruits/Desert	Shahi Paneer	Chicken	Sunday

SOUP

Tomato Soup Monday,Wednesday,Friday and Sunday

Vegetable Soup Tuesday,Thurs day and Saturday

C. BED TEA**D. EVENING TEA /COFFEE WITH LIGHT SNACKS SUCH AS BISCUITS, VEG. PAKORAS, WAFFERS ETC.**

The above Menu is subject to revision at the discretion of the Bank any time at short notice, bank's decision on the menu and items to be delivered will be final and binding on the contractor.

ANNEXURE-IV

RATE LIST FOR CATERING SERVICES AT Guest House

A. BREAKFAST

ITEM	RATE	ITEM	RATE
Bread Butter Jam (4Pieces)	15/-	Dosa/ Idli, Upma, Poha 1Dosa /2Idlis /1Plate Poha /Upma	15/-
Corn Flakes with Milk	15/-	Bread Roll/ Veg. Cutlets– 2Pieces	15/-
Fruits	15/-	Stuffed Parantha-2Pieces	15/-
Juices	15/-	Puri with Aloo/ Chhole –5Pieces	15/-
Tea/Coffee	5/-	Veg Pakora1Plate(125gm)	15/-
Curd/Milk	10/-	Bread Pakoras-2Pieces	15/-

TOTAL COST OF BREAKFAST PER PERSON Rs.50/-(ANY THREE ITEMS WITH COFFEE /TEA)

B. LUNCH/DINNER

VEGETARIAN

Soup	Rs.5/-
Chapati,Rice, Dal, Seasonal Vegetable	Rs.25/-
Premium Vegetable	Rs.25/-
Curd/ Raita	Rs.10/-
Papad,Salad	Rs.5/-
Fruit/Desert	Rs.10/-

NON-VEGETARIAN

(Any one of the following in place of Premium Vegetable)

Chicken	Rs.25/-
Mutton	Rs.25/-
Egg-Curry	Rs.25/-
Fish Preparation	Rs.25/-

TOTAL COST OF MEAL PER PERSON Rs.80/-

C. BED TEA

Rs.5/-

D. EVENING TEA WITH LIGHT SNACKS

Rs.15/-

Kitchen Services from 6.30 A.M.to10.30P.M.

Bank's decision on the menu and items to be delivered will be final and binding on the contractor

PROFORMA

State Bank of India, VIP Guest House

(To be filled by the Bank's Executives / Officials staying in Guest House on official duty)

- i. Name of Bank's Executive: _____
- ii. Designation : _____
- iii. Place of Posting : _____
- iv. Total Number of days
Stayed in Guest House
Pl. specify dates : _____
- v. Availed food package: Yes /No

Certified that I am on official duty during the stay in the Bank's above Guest House.

Dated: _____ Signature _____

(To be filled by the Contractor for claiming reimbursement of the amount for providing food package to the Bank's Executive/Official)

Received a sum of Rs. _____ from Shri _____ towards serving of food package as above. Please reimburse me a sum of Rs. ____.

Dated: _____ Signature of Contractor with seal

ANNEXURE-VI

VERIFICATION REPORT

(in respect of various electronic, furniture and sanitary items provided in the VIP Guest House to be submitted by the supervisor to CM (HR) SBI AO-Dehradun on weekly basis, i.e., every Monday)

Date:

Items→ Room↓	CFL	FAN	Tube Lights	Fridge	CCTV	AC	Electric Kettle	Iron	Double Bed	Bed Sheet/Blanket	Mattresses	Rug	Tables/Chair	Curtain	Taps	Cistern	Buckets	Mirror	Other items	
RoomNo .																				
RoomNo .																				
RoomNo .																				
RoomNo .																				
RoomNo .																				
RoomNo .																				
RoomNo .																				
Drawing Room																				
Reception																				
Staircases																				
Common areas																				