

**STATE BANK OF INDIA
ANY TIME CHANNELS
CORPORATE CENTRE
NEW DELHI**

LIMITED e-TENDER
FROM
BANK'S EMPANELLED CONTRACTORS
FOR
INTERGRATED FACILITY MANAGEMENT SERVICES
(HOUSEKEEPING & MAINTENANCE)

FOR
STATE BANK OF INDIA
CORPORATE CENTRE
(ANYTIME CHANNELS)
NBCC PLACE, 2nd FLOOR,
NEW DELHI

NOTICE INVITING e - TENDER

INTERGRATED FACILITY MANAGEMENT SERVICES (HOUSEKEEPING & MAINTENANCE SERVICES): LIMITED e-TENDER FROM BANK'S EMPANELLED CONTRACTORS ONLY FOR STATE BANK OF INDIA, ANYTIME CHANNELS, CORPORATE CENTRE, NEW DELHI

State Bank of India (SBI), Anytime Channels, Corporate Centre, NBCC Place, 2nd Floor, Lodhi Road, New Delhi invites “**e-tender**” from the Bank's empanelled vendors for providing housekeeping and maintenance services at this office:

Details of the tender are as under: -

Sr. No.	Item	Description
1	Name of Work	Integrated Facility Management Services (Housekeeping & Maintenance Services) for State Bank of India, Anytime Channels, Corporate Centre, New Delhi.
2	Earnest Money Deposit (EMD)	<p>A non- interest bearing EMD of Rs. 70,000/- (Rupees Seventy Thousand only) in the form of Demand Draft/Banker's Cheque issued by any Nationalized/Scheduled Bank drawn in favour of “State Bank of India” payable at New Delhi to be furnished along with Tender Document. EMD will be refunded to all except successful bidder. Tender Documents not accompanied by the EMD in the above manner will be rejected.</p> <p><i>The EMD of successful bidder will be refunded only after completion of all formalities/submission of all required documents and commencement of activity in letter and spirit of the Agreement.</i></p>
3	Initial Security Deposit (ISD)	The successful vendor whose tender is accepted by the Bank shall be bound to deposit a sum amounting to 2% of the Annual Contact Value excl.GST as Initial Security Deposit (ISD) in the form of Demand Draft / STDR / Bank Guarantee (BG) issued by any Nationalized/Scheduled Bank favouring “State Bank of India” payable at Delhi within 14 days from the receipt of work order.
4	Additional Security Deposit	The estimates of the consumables for the housekeeping at Anytime Channels, IInd floor, NBCC Place, Lodhi Road, New Delhi has been assessed at Rs 50000/+GST (approximately)per month. If the difference in the amount quoted by L-1 vendor and the

		estimated cost of Consumable Items is more than 10% (on lower side), L-1 vendor will have to submit additional security deposit by Demand Draft/Joint STDR equal to the difference amount calculated for the whole period of contract prior to the award of contract.
5	Address at Which the Tenders are to be Submitted	<p>Technical Bid (along with EMD, Earnest Money, Resolution of the Company, Power of Attorney, Authorisation for signing the Bid in separate sealed envelopes):</p> <p><i>Anytime Channels, State Bank of India, Corporate Centre, NBCC Place, 2nd Floor LODHI ROAD, NEW DELHI</i></p> <p>Price Bid: Online at e- tendering portal of our service provider, M/s Antares Systems Ltd.</p> <p>www.tenderwizard.com/SBIETENDER</p> <p>For any assistance and accessing the tender document you may contact:</p> <p>M/s ANTARES SYSTEMS LIMITED Contact Person: Mr. Kushal/ Mr.Pravesh Asl e-Mail Id: kushal.b@antaressystems.com/ praveshmani.t@antaressystems.com</p> <p>Contact Number: 9674758719 / 9044314492</p>
6	Last Date & Time For Submission of e-Tender	03.02.2022 upto 11 am.
7.	Date and time of opening of e-Tender(Technical Bid)	03.02.2022 at 1 p.m.
8.	<p>Date and Time Of Tie Breaker Round</p> <p>(In case more than two bidders/ tenderers appearing Prima Facia lowest i.e. quoting the same figure/ value before or after the mathematical check etc., only one bidder/tenderer shall be drawn out (through lucky draw by the Competent Authority) of such bidders between whom the tie has taken place and the subject work of the Office will be</p>	Will be intimated separately subsequent to opening of E-Tenders

	awarded to the vendor whose name will be drawn out in the lottery.	
9.	Validity for Offer (Minimum)	90 days from the date of opening the Tenders.
10.	Date of Commencement of Work	1 st Day of Succeeding month of the Work Order
11.	Penalty / Liquidated damages	As per relevant clause in the tender document
12.	Period of Honoring Payment Certificate	15 days from the date of receipt of bill (excluding Sunday and Public Holidays).
13.	Insurance	As per insurance clause of the tender document
14.	Rejection Criteria	<ol style="list-style-type: none"> 1. Tenders received without EMD. Incomplete document submission. 2. Non disclosure/furnishing of relevant information. 3. Tenders received after the scheduled date and time of submission. 4. Conditional Tenders. 5. "Service Charges / Administrative Charges quoted by the bidder necessarily has to be over & above 0 percent includes all derivatives of Zero up to 0.9999 and thereof. Any Service Charge not adhering to the above guidelines will be considered unresponsive and such bids will not be considered" as per Ministry of Commerce & Industry, GOI circular no. 31/14/1000/2014/GA dated 17.09.2014.
15.	Pre-Bid or clarifications for issue.	The intending bidders are free to contact at our office at address given above and AGMAC (HR & Admin), on any working day during the office hours upto 4 p.m. for any clarification or for issues.

16. The bidder must produce Valid copy of empanelment Certificate issued by State Bank of India, LHO, New delhi.

17. The bidder shall not have any right to participate in the price bid merely on satisfying the eligibility criteria or on being found suitable to apply for Tender.

18. The bidder must not have been prosecuted or suffered any penalty for violation of any Labour Laws by any Labour Authority/Competent Court.

19. The bidder should not have rescinded/abandoned any housekeeping and maintenance contract awarded by any of his client before the expiry of prescribed period of contract.

20. The bidder should not be a Sub-contractor to any other entity or person nor has at any time sub let the Contract awarded to the applicant to any other person.

21. The bidder is/has not formed/part of any Cartel at any time for processing any contract including the present tender.

22. The Bank will not be responsible for any postal delay or loss or non receipt of tender documents.

23. In case the date of opening of tenders happens to be a holiday, the tenders will be opened on the next working day at the stipulated time.

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

25. Tenders can be downloaded from Service SBI www.sbi.co.in under procurement news" / www.tenderwizard.com/SBIETENDER

26. The L-1 bidder has to submit hard copy of (properly bound) of NIT, Technical Bid, EMD along with all annexures A to N, valid copy of empanelment Certificate, valid registration / licenses on these services under Labour Law, Resolution of Company / Power of Attorney / authorization for signing the bid wherever applicable to the address mentioned in the NIT in sealed envelope super scribing **"INTERGRATED FACILITY MANAGEMENT SERVICES (HOUSEKEEPING & MAINTENANCE SERVICES): LIMITED e-TENDER FROM BANK'S EMPANELLED CONTRACTORS ONLY FOR STATE BANK OF INDIA, ANYTIME CHANNELS, CORPORATE CENTRE, NEW DELHI"**, duly filled, signed and stamped by the authorized signatory on each page .

27. Any corrigendum / addendum in the matter will be published only in the e-tendering portal of our service provider **M/s Antares Systems Limited** www.tenderwizard.com/SBIETENDER.

28. In case of any query / clarifications, vendors may contact SBI Official : AGM (HR & Admin), SBI, Lodhi Road, New Delhi (contact Number: 011 - 24309651) between 10 a.m. to 4 p.m. during any working day..

29. State Bank of India does not bind itself to accept the lowest bidder and reserves its right to accept/reject any/all tenders, without assigning any reason whatsoever.

Sd/-

Assistant General Manager AC (HR & Admin)

SCHEDULE

1.	Tender Document will be available on Bank's website w.e.f.12.01.2022
2.	Last date of issuance of Tender Document 03.02.2022 upto 11 a.m.
3.	Bidders to contact AGM AC (OAD) for clarifications, if any, before 31.01.2022 between 10.30 a.m. to 4 p.m. at Anitime Channels, IInd floor NBCC Place, Lodhi Road, New Delhi.
4.	*Corrigendum, if required, will be issued online
5.	Closing Date for submission of Tender Document on 03.02.2022 upto 11 a.m.
6.	Opening of Technical Bid on...03.02.2022 at 1 p.m.
7.	Opening of Price Bid on 03.02.2022 at 3.30 p.m.

***Any clarification issued by SBI will be in the form of an addendum / corrigendum and will be available in e- tendering portal www.tenderwizard.com/SBIETENDER of our service provider, M/s Antares Systems Limited**

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SCHEDULE-I

TECHNICAL BID

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

1. Name & Address of the Tenderer Organisation / Agency with Mobile & Phone No., Fax No., E-Mail etc.	
2. Address of the Office / Representative Office in Delhi / NCR	
3. Whether empanelled by SBI, LHO, New Delhi?	Yes / No
4. Whether having valid registration/ licenses from the competent authorities applicable on these services under labour laws / applicable act (should hold these registration / License for last 3 (three) years).	Yes / No
5. Prescribed DD / Bankers' Cheque of Rs. 70,000/- (Rupees Seventy Thousand only) as Earnest Money Deposit (EMD) as mentioned in NIT should be enclosed <u>in separate sealed envelopes</u> .	Yes / No EMD DD / Banker's Cheque details:
6. Resolution of the Company authorizing it to apply in the tender process. In case of entities are other than Company, Power of Attorney / Authorisation for signing the Bid should be enclosed.	Yes / No
7. Cover - I shall contain Technical Bid, Earnest Money, Resolution of the Company, Power of Attorney, Authorisation for signing the Bid.	
8. All bidders to keep ready hard copies of notice inviting tender, Schedule -1, annexures A to N, earnest money deposit DD, valid copy of empanelment Certificate, valid registration / licenses on these services under Labour Law, Resolution of Company / Power of Attorney / authorization for signing the bid wherever applicable. Only L-1 bidder shall be required to submit duly signed and stamped hard copy of all these documents.	

GUIDELINES FOR BIDDERS

1. PURPOSE:

Comprehensive Annual Maintenance Contract for Integrated Facility Management Services (Housekeeping & Maintenance services) for State Bank of India, Anytime Channels , Corporate Centre, NBCC Place 2nd Floor , New Delhi.

2. ELIGIBILITY:

The tenderers who are empaneled with SBI, LHO New Delhi under category, “Housekeeping and Maintenance without catering services” for Bank’s offices only are only eligible for participating in the Tender Process.

3. INVITATION:

The bidders desirous of taking up the project for supply of above services are invited to submit their bids 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.

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

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 SBI on behalf of Bank to the interested parties for submission of bids. The purpose of this Tender is to provide the Bidder(s) with information to assist the formulation of their proposals. This Tender does not claim to contain all the information each Bidder

may require. Each Bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this Tender and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender. Bank may in its absolute discretion, but without being under any obligation to do so, add, 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.

SBI on behalf of Bank reserves the right to accept or reject any bid/ offer received in part or in full, and to cancel the bidding process and reject all bids at any time prior to contract of award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the SBI on behalf of 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.

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

The Bidder is expected to examine all instructions, statements, terms and specifications in the bidding document. Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid. Bank has made considerable effort to ensure that accurate information is contained in this Tender and is supplied solely as guidelines for Bidders. Furthermore, during the Tender process, 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.

5. CLARIFICATIONS & AMENDMENTS:

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.

BID DOCUMENT & ITS INTEGRITY:

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.

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

6. FORMAT AND SIGNING OF BID

- i. The bidder should prepare submission as per Technical Bid, Price Bid and other requested information.
 - ii. All pages of the bid document should be serially numbered and shall be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature. The bidder should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.
 - iii. Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) them in full.
 - iv. Bid should be typed and submitted on A4 size paper [Font: Arial 11], spirally bound securely and in serial order. Bidders responding to this Tender shall submit covering letter included with the bid and compliance certification statement required for submission of a proposal.
 - v. In the event of the target date for the receipt of bids happen to be as holiday for the Bank, the bids will be received till the target time on the next working day. Bank may at its discretion extend the bid submission date. The modified target date & time will be notified on the **e- tendering portal www.tenderwizard.com/SBIETENDER of our service provider, M/s Antares Systems Limited**
7. At any time prior to the deadline for submission of bids, SBI may modify or alter the bidding document by issuing an amendment. Any clarification issued by SBI will be in the form of an addendum / corrigendum and will be available in **e-tender portal www.tenderwizard.com/SBIETENDER, of our service provider, M/s Antares Systems Limited.**
8. Any addendum / corrigendum as well as clarification thus issued shall be a part of the tender documents and it will be assumed that the information contained in the amendment would have been considered by the tenderer in its tender submission.
9. The amendment will be binding on all bidders. The Bank at its discretion may extend the deadline for submission of bids which shall be informed to all

through e- tendering portal of our service provider, **M/s Antares Systems Limited.**

10. The contractor shall ensure that they are fully conversant with the premises in question as well as with the business activities thereat and its related requirements for the work specification.
11. The SBI shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the personnel with prior permission of the Bank, except under emergencies / unavoidable circumstances.
12. The Contractor shall exercise adequate supervision to ensure proper performance of Services in accordance with the requirements
13. The Contractor shall issue identity cards / identification documents to all its employees.
14. The personnel of the Contractor shall not be the employees of the Bank and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract.
15. The Contractor shall also provide at its own cost all benefits; statutory or otherwise to its employees and the Bank shall not have any liability whatsoever on this account.
16. The details of the machineries to be deployed and other technical details shall be as per the details mentioned in the relevant section of the tender document.
17. No costs incurred by the applicant in applying, in providing necessary clarifications or attending discussions, conferences or site visits will be reimbursed by the Bank.
18. The Technical Bid and the Price Bid will be opened as per the schedule given in NIT.
19. Tenders received after the due date and time is liable for rejection. SBI reserves its right to reject any / or all the applications without assigning any reasons whatsoever and no correspondence/ complaint shall be entertained in this regard.
20. All entries in tender documents should be in one ink. All cancellation and insertion should be duly signed by tenderer concerned with proper indication of the name designation and address of the person signing.

- 21.** Tenderers shall fill in all the required particulars in the blank space provided for this purpose in the tender documents and also sign & stamp in each and every page of the tender document before submitting tender.
- 22.** The rate should be quoted in Indian Currency only.
- 23.** In quoting rates, the tenderers are advised to take into account all factors including any fluctuations in market rates. Please note that the rate quoted in the tender shall remain firm and valid for the contract period of 'ONE YEAR' from the date of commencement of work. During this period, no request for enhancement / escalation in rates shall be considered under any circumstances. However, if the minimum wages are increased in future as per the notification of Govt. of India, the Bank may consider revision of the charges payable to the Contractor by the amount equivalent to increase in the rates of wages paid/to be paid by the Contractor to the personnel engaged by him subject to production of proof of payment.
- 24.** The rate quoted by the tenderer shall remain firm and shall cover and include cost of all materials required for upkeep of the premises to the satisfaction of the Bank, administrative charges (New Uniform (with company's name and logo/badge) including Seasonal Outfit, Shoes, Helmet, Safety Belt, Hand Gloves, Personal Protective Equipment (s), Necessary Tools, Training, Medical etc.), equipment deployed, maintenance of the machineries, contractors profit and supervision charges, transportation charges and all statutory levies, applicable taxes, EPF, ESI, and any other statutory component as per the Central Government Minimum Wages Act but excluding Goods & Service Tax (GST). The successful vendor has to submit system generated GST tax invoice incorporating Bank's GST number and Vendor's GST No. Manual GST invoices will not be accepted." The profit margin towards OHP can not be less than the prescribed norms by Government i.e. 1%. The tender shall be summarily rejected on this count.
- 25.** The tenderers are advised to inspect the site and acquaint themselves with the actual working and prevailing site conditions before quoting the rates.
- 26.** Please note that it is tenderers' responsibility to provide all items which may not be specifically mentioned in the scope of works but are necessary to complete the work and subject services to the satisfaction of the Bank.
- 27.** The Bank shall not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
- 28.** No employee of SBI shall be engaged by the contractor during the course of

carrying out the works.

29. The tenderer shall deposit Earnest Money Deposit (EMD) as per NIT along with the tender document, each in separate sealed envelopes. This EMD (Earnest Money Deposit) shall be in the form of demand draft from any nationalized bank or from a scheduled bank drawn in favour of SBI.
30. No interest shall be paid on the EMD. The tenders received without EMD shall be summarily rejected.
31. If any tenderer withdraws his tender before the said period or make any modifications in the original terms and conditions of the tender, the SBI shall, without prejudice to any other right or remedy, be at liberty to cancel such tenders and forfeit full value of the EMD as aforesaid.
32. The contractor has to maintain an attendance register of the persons employed and the same will be inspected daily by the Bank's Officer-in-Charge.
33. If any of the labour employed by the contractor is found to be under performing or any mobilization is found or found under the influence of alcohol or any abusive substance / reported while on duty, such person/persons shall not be allowed to work at site anymore and the Bank reserves the rights to ask contractors for immediately removal such person(s) with suitable substitute immediately.
34. The contractor has to submit the police verification details of all the people deployed by him at site before commencement of work. In case of any replacement during the pendency of the agreement, submission of police verification documents of such replaced staff is to be made available, immediately.
35. The staff deployed at site should be physically fit to handle the works detailed in the scope. The full bio-data of the staff deployed at site like their full address, educational qualification, age proof etc shall be made available before commencement of work. The staff has to be deployed in consultation with the Bank officials after performing the interview of the staff.
36. No alterations or additions are to be made by the contractors to the tender document. Violation of this instruction will attract rejection of the tender at the discretion of the SBI.
37. Tender shall be quoted on the prescribed format only. The tenders quoted in any other format shall be summarily rejected and EMD of such tenderer shall be forfeited.
38. All the parts of this tender document including Annexure A to N shall constitute

part of the contract document.

39. The contractor shall follow such Act, Rules and Regulations of the Local Government Bodies, State/Central Government Labor Laws that are in force and that may be framed from time to time for completion of work. SBI shall not be responsible for any infringement of the various statutes in force by the contractor.
40. The contractor shall take, at his own cost the necessary license from statutory authorities in respect of this work. The expenses in completing the formalities in executing the agreement including expenses towards stamp paper, registration charges, etc., if any, shall be borne by the contractor.
41. Statutory deduction towards Income Tax, Work Contract Tax and any other Statutory Deductions as per the law prevalent will be made as per rules.
42. The contractor shall be responsible to ensure making payment of “Prevailing Minimum Wages”, as notified by Central Government of India, Ministry of Labour & Employment, to their labour directly in their Bank accounts and shall produce relevant documents to the Bank for verification every month along with their monthly bills failing which bills may not be paid.
43. The contractor shall be bound to submit original challans and other documents with regard to payment of ESIC/ EPF/any other Statutory Dues/ Compliances/ Pay-slip along with monthly bill to the Bank, failing which bill will not be entertained.

44. TECHNICAL BID DOCUMENTS:

- (i) Only the L-1 bidder/s are advised to submit hard copy (properly bound) of Technical Bid duly filled, signed and stamped by the authorized signatory on each page in sealed envelope marked as “TENDER PART-A” to the office of Anytime Channels, Corporate Centre, at the address mentioned herein before allotment of work.
 - (ii) Contractors not submitting any one or more documents mentioned above and elsewhere in this document will attract rejection of their tender at the discretion of the SBI.
 - (iii) The EMD of the bidders not qualified for the reasons whatsoever including disqualification in the technical bid evaluation shall be returned to the bidder’s registered address by Speed Post/ Courier/ Registered Post/may be collected from above mentioned office by Self or Authorized Representative.
45. No union formation is allowed.

46. The Contractor's supervisor shall be first line of contact for the Bank, who shall report to the designated officers of the Bank for all requirements.
47. The personnel who are appointed as Janitors shall be provided with all cleaning and safety material(s) for cleaning purposes by the contractor.
48. The quantity for manpower and machines mentioned in this tender is minimum indicative and not exhaustive. It shall, however, be sole responsibility of the contractor to ensure deployment of additional manpower required, if any, for execution of work and services to the utmost satisfaction of client/ employer/ owner i.e. Bank.
49. In case, any demand is raised by the Bank for providing additional manpower for any extra work/ activity other than those pertaining to the scope of work of the captioned contract, the contractor shall make arrangements for the same and cost thereof shall be paid by the Bank on the basis of minimum wages plus 10% handling charges for providing additional manpower. For repair and maintenance works, as and when required, contractor will be reimbursed actual cost of approved material purchased plus handling charges @ applicable specified rates for different types of works (as mentioned in the scope of work) which shall also include the cost of labour and the contractor will also provide a rate list of items generally used/ estimate for the work and will get the rates approved from the Bank before execution of such repair and maintenance works.
50. All the chemicals, consumables required for the purpose of providing services should be of standard brands as specified in the tender, and as per the approval of the SBI. No sub-standard material shall be used. The chemicals used for the purpose of cleaning shall be eco-friendly and bio-degradable.

51. TIE BREAKER:

In case more than two bidders/ tenderers appearing Prima Facie lowest i.e. quoting the same figure/ value before or after the mathematical check etc., only one bidder/tenderer shall be drawn out (through lucky draw by the Competent Authority) of such bidders between whom the tie has taken place and the subject work of the Office will be awarded to the vendor whose name will be drawn out in lottery.

Note : The above mentioned draw shall be carried out by us in the presence of bidders/tenderers between whom the tie has taken place, only, for which the intimation regarding date, time & place of the draw shall be sent separately.

52. ADDITIONAL SECURITY DEPOSIT

This clause is applicable for consumable items only. If the difference of L-1 tender

amount and estimated amount is more than 10 %, the L-1 bidder has to submit refundable additional security deposit equal to the difference amount by Demand Draft / Joint STDR with Bank.

For example: If a vendor quotes Rs. 7,00,000/- (Rupees Seven Lacs only) for consumable items in the Price Bid and the estimated cost for consumable item is for Rs. 10,00,000/- (Rupees Ten Lacs only), then the vendor has to deposit the difference amount of Rs. 3,00,000/- as additional security deposit by Demand Draft / Joint STDR with Bank.

GENERAL TERMS & CONDITIONS OF THE CONTRACT

1. DEFINITIONS:

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

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

‘Employer / Bank’ means State Bank of India, Anytime Channels, Corporate Centre, New Delhi.

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

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

‘Site’ means State Bank of India, Anytime Channels, Corporate Centre, NBCC Place, 2nd Floor, New Delhi, where the works are to be carried out.

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

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

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

‘Month’ means calendar month.

‘Week’ means seven consecutive days.

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

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

2. LANGUAGE:

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

3. INSPECTION OF SITE:

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

4. CONTRACTOR TO INFORM HIMSELF FULLY:

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

5. WORK TO BE CARRIED OUT:

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

6. SUFFICIENCY OF TENDER:

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

7. AWARD OF CONTRACT:

- (i) The Bank will award the work to the successful lowest tenderer whose tender has been determined to be substantially responsive and has been determined as successful evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract, satisfactorily.
- (ii) The Bank reserves the right to increase or decrease the quantum of service to be provided and also reserves the right to cancel or revise any or all the tenders or part of tender thereof without giving any reasons thereto with no cost to the Bank.
- (iii) The Bank reserves their rights to split the scope of work to different agencies within its sole discretion.
- (iv) The Bank reserves the rights to withdraw/ cancel / delete any work in part or whole thereof any time during the currency of contract by giving one month's notice in writing without assigning any reasons thereof and the contractor shall have no right to make any representation for the same.

8. SIGNING OF CONTRACT DOCUMENTS/ AGREEMENT

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

9. WORK ORDER:

Within the validity period of the tender, the Bank shall issue a work order by letter in duplicate by registered post / courier or otherwise handover personally to the contractor that the bid has been accepted and to enter into an agreement for carrying out the work as per the terms of the tender. The selected bidder has to

return the duplicate copy of the letter within 14 working days duly accepted, stamped and signed by authorised 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 work order shall constitute a binding contract between the Bank and the Contractor.

10. CONTRACT DOCUMENT:

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

11. EARNEST MONEY DEPOSIT (EMD)

The tenderer shall furnish EMD as per NIT in the form of Demand Draft / Banker's Cheque drawn in favour of **SBI**. No tender shall be considered unless the EMD is so deposited in the required form along with the technical bid of the tender and all documents prescribed in the Technical Bid and NIT.

No interest shall be paid on EMD.

The EMD of the unsuccessful tenderer shall be returned within 30 days without interest after the decision to award the work is taken.

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

12. FORFEITURE OF EMD:

Bank reserves the rights to cancel the order and forfeit the EMD if,

- a. Security Deposit is not submitted within the stipulated time or
- b. Agreement is not entered within stipulated time or
- c. If the tenderer revokes his tender during the period, he is required to keep his tender open for acceptance by the Bank or
- d. The tender is accepted by the Bank but the contractor fails to enter into a formal agreement or
- e. Fails to commence the work within the stipulated time or.
- f. If after the calculation of TDS (TDS will be as applicable as per the type of firm), Minimum wages comes out to be below the wages specified by the Central

Government (Chief Labour Commissioner, Ministry of Labour & Employment, New Delhi) or

- g. If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior or later to signing of contract. Non-Adherence to any/all of the tender conditions.

13. SECURITY DEPOSIT:

The successful bidder should submit a Security Deposit for 2% of awarded Annual Contract Value excluding GST in the form of Demand Draft/ Banker's Cheque issued by any nationalized /scheduled Bank drawn in favour of **State Bank of India, New Delhi** within fourteen days from the date of award of the work for due performance of the contract. The same will be refunded on expiry of the contract after adjusting the dues payable by the Contractor to the Bank.

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

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

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

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

17. INSURANCE OF WORKMEN / EMPLOYEES:

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

- The policy should be issued in the joint names of Bank and contractor with Bank's name appearing first. All labour / persons should be covered under the insurance for insured sum of Rs 5 lakhs each, for any type of accident/incidence.
- The contractor shall, from time to time, provide documentary evidence as regards payments of premium for all insurance policies for keeping them valid till the completion of the services.
- Without prejudice to any of its obligations and responsibilities specified above, the contractor shall, within 10 days from the date of issue of work order, submit documentary evidence as required by the Bank in support of having obtained requisite insurance cover.
- No work shall be taken up by the Contractor at site unless the Insurance Policies as mentioned above are obtained.
- Also, no payment shall be made to the Contractor on expiry of insurance policies unless renewed by them and renewed policy is submitted with the Bank. Nothing extra shall be payable to the contractor by the Bank on this account.
- The Contractor shall arrange and pay for policy under the Public Liability Insurance Act, 1991 and insure and keep insured all materials which are or have been declared to be hazardous under the above said Act or any Rule framed there under and which are used by the contractor during the course of the services under these presents

18. ASSIGNMENT, SUBLETTING AND CONTRACTOR'S SUPERINTENDENCE:

The whole of work included in the contract shall be carried out by the contractor and he shall not directly entrust and engage or indirectly transfer assign or underlet the contract or any part or share thereof or interest therein without the written consent of the Bank and no undertaking shall relieve the contractor from the responsibility of the contractor from active superintendence of the work.

In case of breach, the Bank shall be at liberty to serve notice and rescind the contract along with forfeiting of the security deposit.

19. PROTECTION OF WORKS AND PROPERTY:

The contractor shall continuously protect the Bank's properties from damage or loss arising in connection with contract. Contractor shall make good any such damage, injury, loss resulting due to his fault or negligence. In case the contractor fails to

make good the losses caused to the Bank due to his fault or due to negligence of his staff, Bank reserves the right to invoke the security deposit as stated above to cover such losses/damage as may be assessed by the Bank.

The contractor shall take all precautions for safety and protection of his labour employed on the works and shall also comply with all applicable provisions of safety laws and building codes of government and local bodies to prevent accidents, or injuries to persons or property in or adjacent to his place of work. The Bank will not be responsible financially or otherwise for any injury/death caused to any staff of Contractor while executing the work under the agreement. The Contractor shall be solely responsible to his employees/labourers for any injury etc. under Workmen Compensation Act or any other law, in force, applicable at the material time. The contractor shall take insurance covers as specified elsewhere in the contract at his own cost. The policy shall be taken in joint names of the Bank and the contractor.

The Contractor shall not permit any of his employees to use any area of the complex/building/premises for residential purposes.

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

20. CONTRACTOR TO SUPPLY EQUIPMENTS & TOOLS ETC:

- The list of major equipments to be deployed by the contractor should be enclosed.
- The equipments to be kept on site should be brand new and the contractor should submit the copies of the purchase bills to Bank.
- The contractor should ensure that the equipment provided, at site, is operable and functional conditions at all times.

21. WAGES TO BE PAID:

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

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

All payments by the Bank under this contract will be made only at Delhi in Indian Rupees and shall be within 15 days from the date of receipt of bill (excluding Sunday and Public Holiday) including period of checking subject to bills being complete in all respects as mentioned in the tender and, in the format, to be mutually agreed

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

That the terms of this contract have been read by the contractor and fully understood by him/ them. The contractor shall not be entitled for the payments for the quantities beyond the tendered quantities unless ordered for, by specific instructions with prior approval from the Bank.

The rate quoted shall be inclusive of house rent allowance, overtime, conveyance, food expenses etc. and the Bank shall not be responsible for any payment towards the above components.

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

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

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

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

22. PROCUREMENT OF CLEANING AND OTHER MATERIALS:

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

only. All the cleaning materials shall be of make as in Price Bid or as approved by the Bank.

23. UNIFORM:

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

24. PAYMENT OF BILLS BY THE BANK:

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

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

- i. PF and ESIC challans deposited for the previous month for these components in the respective accounts of labour deputed at the subject Bank premises.
- ii. A separate sheet mentioning the names of the labour deputed at the subject Bank premises.
- iii. Proof of minimum wages/ salary amounts credited in the Bank account of individual labour deputed at the subject Bank premises.
- iv. Statements of amount of PF & ESIC deposited in the respective account of the labour deputed at the subject Bank premises. The statement should have the PF & ESIC number of the labour and the contractor shall fix his official seal and signature on the statement.
- v. A separate covering letter undertaking that the PF & ESIC amounts have been credited rightly in the respective account of the labour deputed at the subject Bank premises, as per the statement enclosed.
- vi. For labours that are out of the ESIC ambit, clear details of number of labour covered under ESIC and labour compensation policy shall be indicated.
- vii. The original minimum wages/ salary register, duly signed by labour deputed at the subject Bank premises, in token of receipt of payment for the previous month by them, should be submitted for certification of Officer-in-Charge of the Bank, as the principal employer, every month.
- viii. Copy of GST paid bills/ invoices in support of claims of all the materials (cleaning materials supplied at the premises as per items listed in price bid during the month) duly counter signed by the Officer-in-charge of the Bank confirming the procurement and actual supply of the specified quantity of the materials, at the subject premises, for use of all such materials, at the subject Bank premises. Register for supply and consumption of cleaning material is

to be maintained by the Contractor on monthly basis and the same is to be got checked and signed from Officer-in-charge of the Bank for the purpose of monthly payment.

ix. All monthly reports are to be submitted on the format provided by the Bank.

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

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

27. WORK ON SUNDAY AND HOLIDAYS:

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

28. ADDITIONAL WORK:

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

29. COMPLIANCE WITH ALL STATUTORY REQUIREMENTS:

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

The contractor shall give all attention towards the cost, if any, required under the said Act, Rules, Regulations and Bye-laws etc. for carrying out the work, and pay all

fees payable to such authority/ authorities which shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees etc. and shall indemnify and protect the Bank and its employees against such liabilities and/ or claim arising out of violation of any such laws, ordinances, orders, decrees and shall defend all actions arising from such claims or liabilities.

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

30. OTHER COMPLIANCES:

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

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

31. LOCAL LAWS, ACTS, REGULATIONS

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

- Minimum Wages Act, 1948
- Payment of Wages Act 1936
- Workmen's Compensation Act 1923 (Amended), as applicable.
- Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971
- Apprentice Act 1961
- Industrial Employment (Standing Order) Act 1946
- Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
- Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment(s) thereof

- Employees State Insurance Corporation Act and amendment(s) thereof
- Shop and Establishment Act, as applicable
- Any other Acts Central or States, that may be applicable or by law or enactment relating thereto and rules framed there under from time to time.
- Factories Act
- Employment of Children Act 1938,
- Employers Liability Act 1938,
- Industrial Disputes Act 1947
- Any other labour legislation/ act, as may be applicable.

The contractor shall be liable to pay all such sum, or sums that may become payable as contribution, compensation, penalty, fine or otherwise imposed by an authority empowered under the relevant act, as per the provision of the said acts, to or on behalf of any labour employed by the contractor at the subject Bank premises.

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

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

32. CONTRACT PERIOD:

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

33. DISMISSAL OF LABOUR:

The contractor shall on the request of the Bank immediately dismiss from subject works any person/ labour employed thereon by him, who may in the opinion of the

Bank, be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of any claim for compensation or damages against the Bank or any of the Bank official(s) or employee(s). The contractor shall take necessary steps as per law in such situations.

34. TECHNICAL AUDIT / SCRUTINY:

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

35. RECORDS OF DAILY OPERATION:

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

The Contractor shall keep and maintain a compliant register, at Anytime Channels CC, Lodhi Road, New Delhi , for the occupants/staff to record any complaints/suggestions by them and produce the same before the officer (s) nominated by DGMAC (HR & Admin) for checking when asked.

36. INSPECTION BY BANK:

GENERAL

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

REJECTION OF WORK(S) AND EQUIPMENT(S)

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

37. REPORTING AND RECORD KEEPING:

MANAGEMENT REPORTING AND PROCESS REVIEWS

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

OPERATING MEETINGS

During the early stages of the agreement, it is expected that the frequent operation meetings will be required between the contractor's personnel/ manager/ supervisor controlling/ monitoring the services of the contractor in the subject premises and Bank's representative/s to discuss priorities to establish satisfactory reporting procedures. The contractor shall make the appropriate personnel/ manager/ supervisor controlling/ monitoring the services of the contractor in the subject premises available for attending all these meetings.

PERFORMANCE REVIEW MEETING

Performance review meetings shall be held quarterly to review the overall performance of the contractor. The senior management of the contractor or the owner/ proprietor himself and Bank's representative/s shall attend these meetings.

QUALITY ASSURANCE

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

38. FORCE MAJEURE:

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

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

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

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

39. ACCIDENTS:

The contractor shall immediately on occurrence of any accident during carrying out the work report such accident to the Bank. The contractor shall also report such accident immediately to the concerned authorities whenever such report is required to be lodged by law and take appropriate actions thereof.

The contractor shall submit report of all accidents, fires and property damage, dangerous occurrence to the authorized/ concerned Bank officials immediately after such occurrence, but in any case, not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by the Bank. In addition, the contractor shall also submit periodic reports to the authorized/ concerned Bank officials on safety from time to time, as prescribed by the Bank.

40. LABOUR / WORKMEN:

- i. The contractor shall employ suitable labour qualified and skilled to carry out the respective work entire to the satisfaction of the Bank.
- ii. The contractor shall submit to the Bank at the intervals specified by Bank, a distribution of the number and description of labour employed in carrying out various works/ activities.
- iii. The Contractor shall submit on every month to the Bank, a statement showing in respect of the preceding month:
 - (a) The number of labourers employed by them on the work.
 - (b) Their working hours.

- (c) Minimum wages/ salary amounts credited in the Bank account of individual labour deputed at the subject Bank premises.
 - (d) The accidents occurred, if any, during the said month showing the circumstances under which they happened and the extent of damage and injury caused by them.
 - (e) The number of female workers, who have been allowed maternity benefits as provided in the Maternity Benefit Act, 1961 or Rules made there under and the amount paid to them.
- iv. The contractor shall apply and obtain Labour License under the Contract Labour (R&A) Act, 1970 and comply with the relevant provision of this Act, in respect of the labour employed by him for executing this contract. The contractor shall furnish to the Bank all necessary returns submitted by them to the concerned authorities.
- v. The minimum age of the labour employed shall not be below 18 years.
- vi. The contractor should take independent numbers for all his labour under EPF Act 1952 and ESI Act 1948 and shall cover all his labour under the Employee's Provident Fund Schemes and Employees State Insurance Act 1948 and show proof of payment of subscriptions/ contribution amounts to the concerned authorities and the same have been credited rightly in the respective account of the labour deputed at the subject Bank premises.
- vii. Before taking up the work, the contractor shall, obtain at their own cost and submit to the Bank, a third-party insurance policy, in original, issued by any Public-Sector Insurance Company. Nothing extra shall be payable to the contractor by the Bank on this account. The policy should be issued in the joint names of Bank and contractor with Bank's name appearing first. All labour/ persons should be covered under the insurance for insured sum of Rs 5 lac each, for any type of accident/ incidence.
- viii. As regards Employees State Insurance Act, the contractor shall submit copies of the challans of monthly remittance of the contributions (both the employee's contributions and his own contribution there on) to the ESI corporation in respect of the labour deputed by the contractor at the subject Bank premises for the subject work for the contract period before any payment is released by Bank.
- ix. As regards the Employees Provident Fund and Miscellaneous Provision Act 1952 and rules and regulations and schemes framed there under, contractor shall be liable to remit the contributions (both the employee's contributions and his own contribution there on) under the Act in respect of all labour deputed by the contractor at the subject Bank premises for the execution of the contract. For this purpose, contractor shall indicate the number obtained by him from the Regional Provident Fund Commissioner Office and produce the copy of the challans / receipt of monthly remittance of the contributions in respect of the labour deputed by the contractor at the subject Bank premises for the subject work for the contract period before any payment is released by Bank.

- x. Contractor shall also furnish such returns as are due under the Act, if any, to be sent to the appropriate authorities through the Bank.
- xi. The contractor shall be fully responsible for the consequences arising out of default of any Act, Rules, Regulations and Bye-laws etc. for carrying out the work and Bank may treat it as breach of contract and reserves the right to terminate the contract.
- xii. The contractor shall pay minimum wages to his labour deputed by the contractor at the subject Bank premises at the rates as applicable under the Minimum Wages Act as per Central Government guidelines for relevant categorie(s) of labour engaged for the subject work.
- xiii. The contractor shall disburse the minimum wages/ salary amounts through credit in the Bank account of individual labour deputed at the subject Bank and account statement should be enclosed along with the monthly bill.
- xiv. The period of duty hours is eight hours per day per labour. Overtime shall be kept to the barest minimum through upkeep of efficiency and alertness. The rate quoted shall be inclusive of house rent allowance, overtime, conveyance, food expenses etc. and the Bank shall not be responsible for any payment towards the above components. Wherever the duty hours of the respective employee/ workmen/ technician etc. is exceeding eight hours, it will be sole responsibility of the contractor to ensure relief arrangements and to quote their rates in this tender accordingly.
- xv. Wherever the duty hours of the respective employee/ workmen/ technician etc. is exceeding eight hours, it will be sole responsibility of the contractor to ensure relief arrangements and to quote the rates in this tender accordingly.
- xvi. The staff/ labour employed by the contractor shall not find under the influence of alcohol or any abusive substance at any point of time. Further, the mobilization of the labour engaged shall be such that they maintain the dignity of the office at all time and any incident of mobilization or indecency is noticed at the work place Bank shall have the right for asking replacement of such labour employed by the contractor.
- xvii. The contractor will at his own expense arrange to get the medical examination done of the labour engaged by him, once in a year and retain on record the medical report and ensure that, the labour deployed at the subject premises of the Bank are not suffering from any contagious/ virulent diseases. No extra payment will be made by the Bank for conducting such medical examination.

41. TERMINATION:

The Bank reserves its right to terminate the agreement for any reason at its absolute discretion including but not limited to the following:

- (a) 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 services.

(b) Exit Option: The Bank can at any time exit by way of terminating the agreement by giving one months notice, without assigning reason thereof.

(c) Other Grounds for Termination:

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

(1) The agency is adjudicated insolvent by a Competent Court or files for insolvency or if the agency being a company is ordered to be wound up by a Court of competent Jurisdiction.

(2) If any charge sheet is filed by a competent authority of the Government against the Agency, Company, or the agency is convicted by a criminal court on grounds of moral turpitude.

(3) For any reason whatsoever, the agency becomes disentitled in law to perform its obligations under this contract.

(d) In the event Bank terminates the Contract under clause 41(a) or (c), the Bank shall be entitled to procure services from other contractor as it deems appropriate and the agency shall be liable to compensate the Bank for loss if any suffered on account of difference in rates payable to him and to alternate agency / contractor for a period of six months or till the date, the Bank arranges new arrangements for its housekeeping and maintenance services, whichever is earlier. Under such circumstances, the security deposit paid by the contractor shall stand forfeited, besides any other action deemed fit including recommendations for de-panelling the contractor or debarring them in future tendering process.

(e) 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.

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

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

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

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

The Contractor shall be solely responsible to his employees/labourers for any injury etc. under Workmen Compensation Act or any other law, in force, applicable at the material time.

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

- Safety Helmets conforming to IS-2925:1984.
- Safety Belts conforming to IS-3521:1983.
- Safety Shoes conforming to IS-1989:1978.
- Eye and Face protection devices conforming to IS-8520:1977 and IS-8940:1978.
- Hand and body protection devices conforming to: IS-2573:1975, IS-6994:1973, IS-8807:1978, IS-8519:1977.

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

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

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

44. INDEMNITY BOND:

- Contractor shall sign an Indemnity Bond in an approved format as per relevant Annexure of this document before starting the work, indemnifying the Bank from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the work place due to non-adherence to safety codes, not following the standard work procedures and for violating rules and regulations for which the contractor shall be solely responsible.
- In case of any damage to property by the contractor, Bank shall have the right to recover the cost of such damages from payments due to the contractor and decision of the Bank shall be binding on the contractor.
- In the event of any damage to the loose furniture, interiors, computers and such other equipment not specifically mentioned herewith or to the existing building structure etc., during carrying out the contract works, the cost of repairing the same including the cost of replacement, if any, will be recovered from the contractor.
- If the contractor fails to improve the standards of safety in its operation to the satisfaction of Bank after being given a reasonable opportunity to do so, and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized official(s)/ Officer-in-Charge of the Bank, the Bank shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice indicating the steps that would be taken by the Bank.
- Before commencing the work, the contractor shall appoint/ nominate his responsible employee to supervise implementation of all safety measures and liaison with his counterpart of the Bank.

45. SETTLEMENT OF DISPUTES AND ARBITRATION:

- **RESOLUTION OF DISPUTE:** In the event of any question, dispute or differences in respect of contract or terms and conditions of the contract or

interpretation of the terms and conditions or part of the terms and conditions of the contract, arises, the parties may mutually settle the dispute amicably.

- **ARBITRATION:** Any dispute and/ or difference arising out of or relating to this contract including interpretation of its terms will be resolved through joint discussion of the authorized representatives of both concerned parties. If the disputes are not resolved by discussions, then the matter will be referred for adjudication to the arbitration of a single arbitrator to be appointed by mutual consent of the concerned parties. The sole arbitrator would not be past or present employee of the parties. The arbitration proceedings shall be conducted in Delhi and in English language only and in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory re-enactment thereof. The decision of the arbitrator shall be final and binding on the concerned parties. If the parties are unable to agree upon a sole arbitrator, each party shall appoint one arbitrator and the two arbitrators so appointed by parties, shall appoint the third arbitrator, who shall be the chairman of the Arbitral Tribunal.
- **APPLICABLE LAWS:** The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made thereon from time to time.
- **JURISDICTION:** All the suits arising out of the contract shall be instituted in the court of competent jurisdiction situated in Delhi only and not elsewhere.
- **SAVING CLAUSE:** No suits, prosecution or any legal proceedings shall lie against the State Bank of India or any person(s) for anything that is done in good faith or intended to be done in pursuance of tender/ contract.

46. FORECLOSURE OF CONTRACT IN FULL OR IN PART:

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

47. PROPOSED WORK METHODS, SUPPLIES AND PLAN:

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

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

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

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

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

48. PRICES:

The amount quoted and accepted will be binding on the contractor.

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

49. INSOLVENCY:

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

- i) If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any

proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

- ii) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver or manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or manager, or
- iii) If the contractor commits any breach of this contract not herein specifically provided for: provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Bank and provided also that the contractor shall be liable to pay the Bank for any extra expenditure, it is thereby put to but shall not be entitled to any gain on repurchased.

50. CONFIDENTIALITY:

- Information relating to the examination, clarification, evaluation, and comparison of tenders, and recommendations for the award of a contract shall not be disclosed to tenderer or any other persons, not officially concerned with such process, until the notification of contract award is made.
- Any effort by the tenderer to influence the SBI in the SBI bid evaluation, bid comparison, or contract award decisions may result in the rejection of the tenderer's bid.

51. CORRUPT OR FRAUDULENT PRACTICES:

- The SBI as well as tenderer shall observe the highest standard of ethics during the procurement and execution of such contracts.
- "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the detriment of SBI and includes collusive practice among tenderer(s) (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the SBI of the benefits of free and open competition.

- “Collusive practice” means a scheme or arrangement between two or more tenderers, with or without the knowledge of the SBI, designed to establish tender prices at artificial, non-competitive level; and
- “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of the contract.
- The SBI will reject a tender for award if it determines that the tenderer recommended for award has directly or through an agent engaged in corrupt or fraudulent practices in competing for the contract in question.
- The SBI will declare a firm or individual as ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

52. PENALTIES / LIQUIDATED DAMAGES:

- The contractor shall disburse minimum wages/ salary to its deployed manpower as per Central Govt. Minimum Wages Act latest by 15th of every month, failing which penalty equivalent to one-day salary (Basic + DA) per delayed day shall be credited by the contractor into the account of the respective labour whose salary has been delayed, apart from his regular remuneration as per norms which the contractor is bound to pay to him. Proof of the same shall be submitted to the Bank along with the bills of the next month. If such scenario continues for a period of three continuous months then the contract shall be liable to be terminated and Security Deposit shall be forfeited by the Bank. The Bank will have the power to appoint any other agency for the manpower services at the risk and cost of the contractor.
- The contractor has to maintain adequate number of labour as per this contract and also arrange a pool of standby labour/supervisor. If the required number of labour/ supervisor(s) is less than specified number as mentioned in the contract, a penalty of Rs.1000/- per absentee per day shall be deducted from the bill (s).
- In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring labour/ services in the event of contractor failing to provide requisitioned number of labour or approved quality and quantities of materials, the Bank shall make deductions at double the rate of hiring rate for workmen or cost of materials on pro-rata basis from the bills submitted by the contractor or that may become due to the contractor under this or any other contract or from the security deposit or may be demanded from the contractor to be paid within seven days to the credit of the Bank. If the contractor fails to improve and perform as per the satisfaction of the Bank within seven

days, Bank shall be at liberty to terminate the contract by issuing one month's notice to the contractor without assigning any reason whatsoever. Bank shall not pay any claim/ compensation by contractor for such termination of contract.

- An amount of Rs.2500/- will be levied as liquidated damages per day from the contractor whenever and wherever if found that the work is not up to the mark. If the contractor fails to improve and perform as per the satisfaction of the Bank within fifteen days, Bank shall be at liberty to terminate the contract by issuing one month's notice to the contractor without assigning any reason whatsoever. Bank shall not pay any claim/ compensation by contractor for such termination of contract.
- Under any circumstances the collected wastes should not be burnt or dumped inside the Office Premises. In case of any such observation by the Bank, the contractor shall be penalized up to 5% of the monthly bill amount which will be deducted from any bills/ dues of contractor.

53. PRICE VARIATION CLAUSE:

Price variation for labour/workmen minimum wages component:

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

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

54. VALIDITY OF CONTRACT:

The contract, if awarded, shall be valid initially for a period of 1 (one) year from the date of commencement of work subject to the renewal, solely at the discretion of the Bank, for another one year on the same terms and conditions after expiry of initial contract period of one year subject to satisfactory performance. However, renewal of contract for another one year

is discretion of the Bank and the contractor shall have no right to claim for the same. In case of breach of contract or in the event of not fulfilling the minimum requirements/ statutory requirement/ satisfactory services etc. or due to any other reason not specifically mentioned herewith, the Bank shall have the right to terminate the contract forthwith at any time during the initial or renewed contract periods, in addition to forfeiture of the security amount deposited by the contractor and initiation of necessary action as deemed fit including recommendation for de-panelment of the contractor, solely at the discretion of the Bank.

55. ASSIGNMENT AND SUBLETTING:

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

56. SEXUAL HARASSMENT:

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

- i. In case of any complaint of sexual harassment against its workwomen/ employee/s, the complaint will be filed before the Internal Complaints Committee constituted by the contractor and the contractor shall ensure appropriate action under the said Act in respect to the complaint.
- ii. Any complaint of sexual harassment from any aggrieved employee of the State Bank of India (SBI) against any workmen/ employee/s of the contractor shall be taken cognizance of by the State Bank of India (SBI) and suitable action as per norms/ law shall be initiated by SBI.
- iii. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the workmen/ employees of the contractor, for instance any monetary relief to Bank's employee(s), if sexual harassment/ violence by the workmen/ employee of the contractor is proved.
- iv. The contractor shall be responsible for educating its workmen/ employees about prevention of sexual harassment at work place and related issues.

57. NON-DISCLOSURE:

The contractor shall not disclose directly or indirectly, knowingly or unknowingly, any information, materials and details of the State Bank of India's infrastructure/ systems/ equipment/ documents/ assets etc. or any other things not specifically mentioned herewith, which may come to the possession or knowledge of the contractor during the course of discharging contractual obligations in connection

with this contract, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the the Bank. The contractor shall take all appropriate actions with respect to its workmen/ employees to ensure that the obligations of non-disclosure of confidential information under this contract are fully satisfied. The contractor's obligations with respect to non-disclosure and confidentiality will survive even after the expiry or termination of this contract/ agreement for whatever reason(s).

TERMS AND CONDITIONS FOR e-TENDERING

INTERGRATED FACILITY MANAGEMENT SERVICES (HOUSEKEEPING & MAINTENANCE SERVICES) FOR STATE BANK OF INDIA, ANYTIME CHANNELS, CORPORATE CENTRE, NBCC PLACE, 2nd FLOOR, NEW DELHI

(A) BUSINESS RULES FOR E-TENDERING:

1. Only the contractors who are empanelled contractors of SBI shall be eligible to participate in the subject e-tender.
2. SBI will engage the services of an e-tendering service provider who will provide necessary assistance for online bidding on internet.
3. In case, there is any change in e-tendering service provider, the SBI will inform the bidders suitably at appropriate time.
4. Business rules like event date, closing and opening time etc. will be communicated through service provider for compliance.
5. Contractors have to send by email, the compliance form in the prescribed format (provided by service provider), before start of e-tendering without which, bidders will not be eligible to participate in the bidding process.
6. E-tendering will be conducted on schedule date & time.
7. The e-tendering will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.

(B) TERMS & CONDITIONS OF E-TENDERING:

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

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

2. In order to ward-off such contingent situation(s), bidders are requested to make all the necessary arrangements/ alternatives such as back-up power supply etc. Or whatever required so that they are able to circumvent such situation and still be able to participate in the e-tendering successfully.
3. Failure/ breakdown of power supply at the premises of contractors during the e-tendering cannot be accepted as the valid cause for not participating in the e-tendering. On account of this or any other reasons whatsoever it may be, the time for the e-tendering will not be extended and SBI shall not be responsible for such eventualities.
4. **M/s. Antares Systems Ltd.** shall arrange to assist nominated person (s) of bidders, without any cost to bidders. They shall also explain all the rules related to the e-tendering. Bidders are required to give their compliance on it before start of bidding process.
5. **BIDDING CURRENCY AND UNIT OF MEASUREMENT:** Bidding will be conducted in Indian Currency & Unit of Measurement will be displayed in Online e-tendering.
6. **BID PRICE:** The Bidder has to quote the rate as per the tender document provided by SBI.
7. **VALIDITY OF BIDS:** The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.
8. **PROCEDURE OF E-TENDERING:**

ONLINE E-TENDERING:

- (a) The Technical as well as Price Bids will be available on the e- tendering portal of our service provider during the period specified in the NIT.
- (b) Online e-tendering for Price Bid submission through SBI approved e-tendering service provider shall be open to empaneled contractors of SBI for providing housekeeping and maintenance services without catering facility.
- (c) The Price-Bid shall be made available online by the e-tendering service provider wherein the contractors will be required to fill-in their item-wise rates for each item.
- (d) The Contractors are advised not to wait till the last minute to submit their online item-wise quote in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, server problems etc. or any other reason whatsoever it may be.

- (e) It is mandatory to all the bidders participating in the price bid to quote their rates/charges wherever asked.
- (f) In case, contractor fails to quote their rates for any one or more tender items/schedule, their tender shall be treated as ***“Incomplete Tender”*** and shall be liable for rejection.

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

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

11. At the end of the e-tendering and lucky draw (if tie takes place), SBI will decide upon the winner on the basis of lucky draw. SBI decision on award of contract shall be final and binding on all the bidders.

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

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

14. OTHER TERMS & CONDITIONS:

- a. The Bidder shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other suppliers/ bidders.
- b. The bidder shall not divulge either their bids or any other exclusive details of SBI to any other party / bidders.
- c. SBI decision on award of contract shall be final and binding on all the bidders.
- d. SBI reserve their rights to extend, reschedule or cancel any e-tendering within its sole discretion.

- e. SBI or its authorized e-tendering service provider M/s **Antares Systems Ltd.** is not responsible for any damages, including damages that result from, but are not limited to negligence.
- f. SBI or its authorized e-tendering service provider M/s **Antares Systems Ltd.** will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc. or any other reason whatsoever it may be.

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

DETAILS OF PREMISES

INTERGRATED FACILITY MANAGEMENT SERVICES (HOUSEKEEPING & MAINTENANCE SERVICES) FOR STATE BANK OF INDIA, ANYTIME CHANNELS, CORPORATE CENTRE, NEW DELHI

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

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

State Bank of India, Anytime Channels, Corporate Centre, NBCC Place, 2nd Floor, Lodhi Road, New Delhi:

- I. 28,000 sq. ft. on a single floor (2nd floor).
- II. Open / closed space, stair cases, lift lobbies, toilets, pantries, corridors / reception and other facilities / utilities etc. at the above-mentioned floor.
- III. Ceiling and walls of the floor including external façade (from inside), drainage of clogged drains / sewer lines etc. complete.

Note: There may be marginal variations in area on either side. No extra claim will be entertained for variation in area of the premises as mentioned above. Vendors to visit the site and quote their rates accordingly.

SCOPE OF WORK

The bids are invited for **Integrated Facility Management Services (Housekeeping & Maintenance Services)** for State Bank of India, Anytime Channels, Corporate Centre, NBCC Place, 2nd Floor, Lodhi Road, New Delhi.

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

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

A. HOUSEKEEPING SERVICES:

Sr. No.	Nature of Services	Frequency
1	<u>Sweeping & Cleaning:</u> <ul style="list-style-type: none">• Sweep and clean all floor areas, passages, corridors, open/ closed space, stair cases, lift lobbies, toilets, pantries, corridors/ reception and other facilities/ utilities etc. at the above mentioned floor.• Damp mopping of tiles, vitrified floors, staircases, sidewalls and entrance areas.• Floors shall be made free of stain, dirt, mud, sand, footprints, liquid spills, and other debris.• Chairs, computers, keyboards, trash, receptacles, and easily movable items shall be moved to clean underneath.• During inclement weather, the frequency of cleaning may be higher. When completed, the floors and halls shall have a uniform appearance with no streaks, smears, swirl marks, detergent residue, or any evidence of dirt remaining or water standing.• After sweeping all vitrified tile/ stone floor areas would be machine cleaned.• Sweep clean of debris from walkways and hose clean them during appropriate climatic and water use conditions.• Daily cleaning of lift cabins/ cars mirrors & doors at all the subject floors.• Removal of stagnant water.• Maintain high standards of cleanliness and hygiene at all assigned areas throughout the premises.• During monsoon season the contractor has to ensure periodic cleaning of all areas of the premises with suitable materials for removing the algae / green patches formation.	Daily

2	<p><u>Vacuuming:</u></p> <ul style="list-style-type: none"> • Vacuuming all carpets, runners and carpet protectors so that they are free of dirt, lint, mud, etc. • Heavy industrial type vacuum cleaner would be used to ensure adequate cleaning. When completed, the area shall be free of all litter, lint, loose soil and debris. • Any chairs, trash receptacles and easily moveable items shall be moved to vacuum underneath and then replaced in the original position. • All sofa-sets/ chairs, revolving/non-revolving cushioned chairs cushioned stools, curtains, venetian/vertical fabric blind, roller blinds etc. 	weekly
3	<p><u>Toilets / Washrooms Cleaning:</u></p> <p>Thorough cleaning and sanitization of all washrooms/ toilets, bathrooms including all sanitary fittings, wash basins, water closets, urinals, sinks, CP fittings and spray facilities etc using suitable non-abrasive cleaners and disinfectants. All surfaces shall be free of grime, soap, mud and smudges.</p> <ul style="list-style-type: none"> • Cleaning of mirrors, glass doors, glass windows etc. • Replenishment of approved paper towels, toilet paper, liquid soap, urinal cubes, naphthalene balls, odonil, etc. in all the toilets & wash rooms. • Opening and drainage of clogged drains / sewer lines etc. complete, whenever required, on daily basis. 	To be carried out daily on hourly basis/ or as per requirement
4	<p><u>Trash Removal:</u></p> <ul style="list-style-type: none"> • Emptying all waste paper baskets from subject floor areas and washing or wiping them clean with damp cloth, replacing plastic waste paper basket linings and returning items where they were located. • All waste from waste paper baskets will be collected and deposited in the campus/ building's waste containers. • Dry & wet garbage would be segregated and temporarily collected into garbage bins in designated area within the premises and later deposited in the campus/ building's waste appropriate containers. • Collection of old newspapers, bundling & shifting to specified place. • All the wastes, trash, debris, garden waste etc. has to be disposed from the premises on daily basis as per the guidelines of NDMC/ other concerned authorities/ building maintenance agencies. Any co-ordination and liaison in this regard with NDMC/ other concerned authorities/ building maintenance agency (NBCC) has to be carried out by the contractor. 	Daily

	<ul style="list-style-type: none"> Under any circumstances the collected wastes should not be burnt or dumped inside the premises/ building/ campus. In case of any such observation by the Bank, the contractor shall be penalized up to deduction of 5% of bill amount from the monthly bills payable to contractor. 	
5	<u>Glass Surface Cleaning:</u> <ul style="list-style-type: none"> All glasses at entrance doors and windows of the premises would be cleaned using damp and dry method. Glass table tops, cabin doors, cabin partitions and glass accessories would also be cleaned. Removal of grease marks or fingerprints on glass counters and partitions. This cleaning is to be done using approved all-purpose cleaner and lint free cloth or paper towels. 	Daily
6	<u>Spot Carpet Cleaning:</u> <ul style="list-style-type: none"> Spot clean carpets whenever necessary to remove stains, using appropriate products, chemicals etc. 	Daily
7	<u>Damp & Dry Cleaning:</u> <ul style="list-style-type: none"> Wipe clean all white boards of meeting rooms, conference rooms etc with permission of the Bank. Wipe clean all table tops of workstations, cubicles and other furniture and fixtures. Conference Rooms Meeting Rooms Pantry Cleaning includes cleaning of glass windows, ceiling, marble cladding, carpets, chairs, blinds/ curtains, attached service rooms/ bath/ toilets, pantry etc. 	Daily
8	<u>Shifting of Furniture:</u> <ul style="list-style-type: none"> Workmen shall arrange for shifting of chairs, tables, cup boards, e-wastes, monitors, computers, printers, furniture etc. within the premises using suitable trolley as per instructions of officials of Bank. 	As and when required
9	<u>Deep Cleaning:</u> <ul style="list-style-type: none"> Stairways, surrounding common areas, open/ closed terraces, generator rooms, AHU rooms, car parking etc. Ceiling, walls, partitions, etc. Washrooms/ toilets, bathrooms including all sanitary fittings, wash basins, water closets, urinals, sinks, CP/ brass fittings and spray facilities etc using suitable materials. Interior & exterior glasses will be cleaned on both sides, throughout the premises. Ceiling fans, pedestal fans, wall mounted fans, indoor split 	Weekly

	<p>AC units, etc.</p> <p>Note: The contractor will ensure that no acid(s) or similar cleansing agent/material should be used in the process of cleaning of CP/ brass fittings. Any damages caused on account of violations shall be at the contractor's cost and risk. The contractor shall be responsible for replacement of such damaged fittings/ fixtures with same brand/ model fixtures, at their own cost.</p>	
10	<p><u>Window Glass Cleaning:</u></p> <ul style="list-style-type: none"> The contractor shall undertake cleaning of the glasses and glass panes from the interior at the above mentioned floor. Dusting window sills and blinds. 	Weekly
11	<p><u>Sanitizing:</u></p> <ul style="list-style-type: none"> All items related to Computers (Monitor, CPU, Keyboard, Mouse etc.) are to be cleaned thoroughly and sanitized. Office desk paper bins would be cleaned and sanitized. All washroom dustbins would be thoroughly cleaned and sanitized. All telephone instruments would be sanitized using disinfectants. Waste bins from pantry and cafeteria/ dining areas would be thoroughly cleaned and sanitized with disinfectants. Thorough washing of all walls and doors of all toilets with appropriate detergent and disinfectant. All wooden partitions, wooden paneling, doors etc. are to be cleaned with detergent and disinfectant. 	Weekly
12	<p><u>Dusting & Wiping:</u></p> <ul style="list-style-type: none"> Dusting and wiping light fixtures, when completed, the light fixtures shall be free from dirt, grime, dust and marks. 	Fortnightly
13	<p><u>Scrubbing:</u></p> <ul style="list-style-type: none"> All vitrified tile/ stone floor areas would be scrubbed and cleaned with scrubbing machines. 	Fortnightly
14	<p><u>Deep Cleaning:</u></p> <ul style="list-style-type: none"> Deep cleaning, dusting and wiping of handles, doors, door closers, other hardware fittings, windows, curtains etc. Cleaning, dusting and wiping of false ceilings. Cleaning/sweeping of all the open/ closed terraces on fortnightly basis. Cleaning, dusting of cobwebs. Dusting of fire extinguishers, fire hydrant heads located at various places. <p>Note: After cleaning, dusting and wiping of various items, these shall be free from dirt, grime, dust and marks.</p>	Fortnightly

	The contractor will ensure that no acid(s) or similar cleansing agent/material should be used in the process of cleaning of CP/ brass fittings. Any damages caused on account of violations shall be at the contractor's cost and risk. The contractor shall be responsible for replacement of such damaged fittings/ fixtures with same brand/ model fixtures, at their own cost.	
15	<u>Polishing:</u> <ul style="list-style-type: none"> All the brass finishes/ SS finishes/other metal finishes, door handles, door knobs, hand railings, lift car walls, other brass/ SS/ metal fittings are required to be polished and kept in shining condition by using approved quality polishing agents including buffing, as and when directed. 	Fortnightly
16	<u>Other Cleaning Work:</u> <ul style="list-style-type: none"> Deep cleaning of all service ducts, chajjas/ sunshades, lofts etc. in the premises. <p>Note: The contractor has to take and ensure all necessary safety precautions for the safety of their labour providing and by making them use personal protective equipments like safety belt, safety helmet, shoes, eye and face protection devices, hand and body protection devices etc. while executing such works in the ducts, chajjas/ sunshades, lofts etc. All tools, tackles, lifting appliances, material handling equipment, scaffolds, cradles, safety nets, ladders, equipment's etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time.</p>	Quarterly
17	<u>Dry cleaning/ chemical / shampoo wash:</u> <ul style="list-style-type: none"> Suitable and approved type of cleaning of all fabric and other accessories of sofa-sets/ chairs, revolving chairs, non-revolving chairs, cushioned chairs/ stools and other furniture etc. Suitable and approved type of cleaning of vertical fabric blinds/ roller fabric blinds/ curtains etc. and checking / rectification of the same using suitable material(s). 	Quarterly or as and when required
18	<u>Sewer/ Storm Water Drainage Cleaning:</u> <ul style="list-style-type: none"> Opening and drainage of clogged drains / sewer lines etc. complete in all we areas such as all toilets/ washrooms/ bathrooms/ pantry etc. Up-keeping, removing choke-up/ clog and up-keep of the inter-junctions clear from any obstruction in the storm water drains and other drains located inside the premises. Any co-ordination and liaison in this regard with NDMC/ other concerned authorities/ building maintenance agencies has to be carried out by the contractor. By using suitable drain cleaning equipment including 	As and when required

	Sewer Cleaning Pull out Tools, Drain Cleaning Machines, Super Sucker and high-pressure jet machine with washing complete.	
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B. MAINTENANCE SERVICES:

Sr. No.	Nature of Services	Frequency
1	<u>Repair & Maintenance Services:</u> Necessary provision of services of following as per the following scope of work and frequency mentioned against each type of repair and maintenance services:	
	<ul style="list-style-type: none"> ITI qualified licensed Electrician 	Daily
	<ul style="list-style-type: none"> ITI qualified licensed plumber 	Daily
	<ul style="list-style-type: none"> Carpenter, mason, pest-control and anti-termite treatment services. 	As and when required

1. The contractor or his supervisor should be available at site every day during office hours. In case of emergency complaints, the contractor must be available in person to ensure rectification of defects, immediately.
2. The contractor will have to immediately attend the complaint and complete the same on its receipt, on the same day itself.
3. The contractor will have to maintain all types of records for consumption and receipt of material as desired by bank and suitable instructions issued from time to time in this regard should be complied with by the contractor.
4. The scope of work will be the entire existing installations & any installation that come up, in future.
5. The contractor should maintain the registers etc. for his labour engaged on this job as required under the law and comply with all legal formalities applicable in this behalf.
6. All materials needed for the works should be of standard make approved by Bank. All the materials used should be eco-friendly.
7. The contractor has to ensure compliance of statutory obligations of Minimum Wages/ ESIC/ EPF/ Bonus/ Leave Coverage/ Income Tax / TDS/ GST etc. The Bank reserves the right to call for the evidences of the statutory compliances whenever required.

C) ELECTRICAL REPAIRS & MAINTENANCE WORK

1. To be carried out by employing an ITI qualified in electrical trade with 1 year

- relevant experience and possessing mandatory license to work as electrician as per Delhi electricity rules (copy of license to be submitted before commencement of work)
2. The maintenance and operational service for the electrical installation (excluding sub-station) at places mentioned in site of work/ area of services/ details of premises.
 3. The maintenance and operational services for all electrical motors/ pumps installed in the entire premises, if any.
 4. The following work will be looked after by the Electrician:
 - a. To maintain complaint/suggestion register, demand register, earth testing (to be carried out once in every quarter) and insulation record register (to be carried out once in every six months) etc.
 - b. To replace materials such as drivers of LED fixtures, tubes, lamps, chokes, starters, holder, HRC fuse links, MCB's/ isolators, switches, sockets etc as required of good quality for aforesaid repairs. The quality of the materials should be as provided in earlier works being repaired. Contractor will be reimbursed actual cost of material purchased plus handling charges @ 15% to 20% (15% for amount more than Rs. 1000.00 and 20% for amount up to Rs. 1000.00). Contractor will provide a rate list of items generally used/ estimate for the work and will get the rates approved from the Bank.
 - c. To give proper account of materials issued by the Bank.
 - d. To switch on/off the compound and street light, floor light and ceiling lights (space frame) as per time schedule given by the Bank.
 - e. All minor repairs, adjustment of relays, timers etc.
 - f. To ensure cleanliness in the electrical shaft and also to ensure that inflammable substances are not stored in them.
 - g. The Electrician shall be responsible for operation, maintenance of equipment and shall be fully responsible to obtain such licenses for taking up the above work as prescribed by the State Local Bodies/ CPWD both for execution and operation staff. Contractor shall also be responsible for any periodic statutory inspections to be carried out on the equipment, rectification of defects pointed out during such inspections etc. Failure on the part of contractor to comply with all penalties imposed by the State/ Local Bodies and the inspection and subsequent rectification will be carried out by the Bank at the risk and cost of the contractor.
 - h. Electrician must have minimum useful tools like tester, megger, multimeter, clamp meter etc required for day to day maintenance work. The electricians must wear safety shoes with proper uniform
 5. The Electrician shall carry out preventive maintenance, checks as per CPWD specification, (internal), (external), respective trade practice and maintenance instruction manuals for installation and also as per the additional specifications attached, in respect of substation, the maintenance is to be carried out as per instructions of Engineer-In-charge and CPWD specification for substation, with up-to-date amendment.
 6. The Electrician shall carry out the following apart from day to day operation of the installed equipments and the appropriate entries shall be recorded in the proper register. No extra payment shall be paid for such work.

- a. Clean the contact point of All the switch gears, Circuit Breakers, starters, contractors and relays of L.T & AMF Panels etc. (as applicable) with the help of CTC liquid every three months.
- b. Examine the cracks & deposits on brushing including cleaning in every three months.
- c. Proper preventive maintenance of electrical installation as details given below: -
 - Earth Test – once in a year.
 - Insulation Test – once in six months.
 - Cleaning of electrical installations – once in three months.
- d. Replacement of materials either consumable or non consumable.
- e. Periodic operation of valves, switch gears and starters etc.
- f. Cleaning of electrical installations including housekeeping of Electrical Panel Rooms, UPS Rooms.
- g. Replacement of materials such as parts, accessories, fixture, equipment, switchgears, lamps, HRC fuses etc. (These materials being supplied by the department free of cost).
- h. The contractor is required to render service through his skilled staff, tools/safety measures etc. to operate and efficiently maintain the installations / equipments. The contractor shall have valid electrical contractor's license having permission for operation & Maintenance of electrical installations in Delhi.
- i. All the materials required for carrying out operation and day-to-day maintenance services (like cotton waste, duster, insulation tape, battery water, soaps, grease, fuse wires, CTC liquid, discharges resistance rod for capacitors, etc.) will be supplied by the contractor.
- j. The contractor shall take over the electrical and mechanical installation before commencement of the work and hand over the same as the time of completion of contract in original condition. However, normal wear and tear will not be the responsibility of the contractor.
- k. The contractor will assess the requirement of materials for preventive maintenance and breakdowns and intimate the Bank in advance for procurement of materials by the Bank.
- l. The contractor or his representatives shall return all the dismantled materials to the Bank.
- m. These items to be provided by the vendor : Digital Multifunction Meter, Megger 1000V (Digital/Analog), Digital Clamp Meter, Electric Drill Machine, HV Tester / Testing Equipment (Must bring as when required/ asked for), Screwdriver cum Tester Sets, Screwdriver Sets, Pliers, Hacksaw Blades, Chisels, Hammers, Crimping Tools up to 500 Sq.mm suitable for crimping up to 500Sq.mm, Aluminum alloy Ladders of suitable height, Hand Gloves up to 11KV withstand – 2 pairs and
- n. All other tools required for carrying out day to day job smoothly.
- o. The Contractor shall take arrangement for attending the normal complaints within 24 hours.
- p. In case of major complaints i.e. rewinding of motors, unit problem, the Contractor shall arrange for rectification of faults within 72 hours without interruption in water supply in the complex. If required the Contractor should provide alternative arrangement for the same.

- q. The scope of contract includes:
- i) Preventive maintenance of all switch gears/motors etc.
 - ii) Repair of starters.
 - iii) Providing/replacing cable glands and terminations of cable with plugs etc.
 - iv) Replacement of condensers as and when required.
 - v) Providing gland packing/mechanical seal etc as and when required.
 - vi) Tightening of pipe joints on suction line of the pump as and when required.
 - vii) Lubrication of pump sets and checking of over loading/motor at regular interval.
- r. Periodic operation of valves, switch gears and starters etc. The Contractor shall arrange for the weekly cleaning of dust/carbons, inspection of the pump sets and ensure their maintenance/upkeep at all times.
- s. No extra amount shall be paid for the removing/providing pipes from bore well to diagnose/ rectify the fault.
- t. The Contractor is advised to visit the site of the pumps sets mentioned above. No extra amount whatsoever shall be payable over and above the quoted rates.

D) SCOPE OF PLUMBING AND SANITARY WORKS (DAILY):

1. To be carried out by an experienced plumber. The plumber should be available at site, when called upon.
2. The plumber will have to immediately attend the complaint and complete the same on its receipt, on the same day itself.
3. As the Supervisor /Plumber will have to maintain all types of records for consumption and receipt of material as desired by Bank and suitable instructions issued from time to time in this regard should be complied with by the plumber.
4. The scope of work will be the entire existing installations & any installation that come up, in future.
5. All materials needed for the works should be of standard make and ISI mark. All the materials used should be eco-friendly.
6. The plumber shall be responsible for maintenance of gents / ladies toilets / pantries / wash basins / water bodies, Sanitary and plumbing installations.
7. The plumber shall be responsible for maintenance of sewer lines, drainage pipes, manholes, and sanitary shafts located above basement and in and around the entire floor and keeping them unchoked.
8. The plumber shall be responsible for repair/ replace existing plumbing/ sanitary installations for which only material cost will be paid. No labour charges will be paid for these items. Contractor will be reimbursed actual cost of material purchased plus handling charges @ 10% to 15% (10% for amount more than Rs. 1000.00 and 15% for amount up to Rs. 1000.00). Contractor will provide a rate list of items generally used and will get the rates approved from the Bank. Recovery @ 10% of the value of new C.P. fittings, pipes, fitting etc. will be made as salvage value of old items.
9. The Supervisor/plumber shall be responsible for co-ordination with NBCC (outside Bank's complex), in case of choking of main sewer lines, problem in water supply and related problems.

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

E) CARPENTRY WORK (AS AND WHEN REQUIRED):

- a) The contractor will have to carry out all types of repairs pertaining to Aluminum/ Iron/ Wood in doors, windows, in built cup-boards, staircase including furniture items etc. in the entire premises.
- b) The contractor has to arrange for replacement of broken window panes repairs to iron work such as window grills, grills/collapsible gates and other similar items in the entire premises.
- c) The contractor will have to arrange all type of tools etc. for the purpose.
- d) The contractor will have to arrange all materials such as nails, screws, fevicol, wood, plywood, block board, and images locks glasses etc. and other hardware fittings etc. as required of good quality for aforesaid repairs. The quality of the materials should be as provided in earlier works being repaired. Contractor will be reimbursed actual cost of material purchased plus handling charges @ 20% to 25% (20% for amount more than Rs. 1000.00 and 25% for amount upto Rs. 1000.00) which shall also include the cost of labour. Contractor will provide a rate list of items generally used/ estimate for the work and will get the rates approved from the Bank.
- e) The carpenter should be available whenever required.
- f) The carpentry works shall include the cost of all the materials, labour, equipment tools, plants; overheads etc. and no additional payments on any account will be made.
- g) The carpenter will inspect on a day to day basis all false ceiling and will arrange for re-fixing the panels/ tiles in position. The panels/ tiles which cannot be fitted (damaged) shall be removed and replaced with new panels/ tiles (cost of new panels/ tiles will be paid separately).

F) MASONRY WORK (AS AND WHEN REQUIRED)

- a) The contractor will have to carry out all types of repairs pertaining to masonry work, plastering etc. in the entire premises including fixing/ replacement of damaged tiles, stones and marble pieces etc.
- b) The mason along with labor should be available whenever required.
- c) The contractor will have to arrange for all types of tools/ tackles and plants etc.
- d) The contractor will have to arrange all materials such as cement, sand, aggregate (gitti), marble or any other stone, bricks etc as required of good quality for aforesaid repairs. The quality of the materials should be as provided in earlier works being repaired. Contractor will be reimbursed actual cost of material purchased plus handling charges @ 20% to 25% (20% for amount more than Rs. 1000.00 and 25% for amount upto Rs. 1000.00) which shall also include the cost of labour. Contractor will provide a rate list of items generally used/ estimate for the work and will get the rates approved from the Bank.
- e) The works shall involve the cost of all the materials, labor, equipment, tools & plants, overheads etc. and no additional payments on any account will be made by the Bank.

G) PEST CONTROL, ANTI- TERMITE TREATMENT: (as and when required, to be carried out during Saturday/ Sunday & Holiday)

The contractor shall carry out the pest control treatment for eradication of pests/ insects like silver fish, cockroaches, rodents, flies, mosquitoes and other household pests as and when required preferably during holidays and Sundays with chemicals including disinfestations / fumigation of traps, manholes, inspection-chambers, enclosed spaces like almirah, false ceiling, AC etc. in the entire premises. The work has to be carried out as per Indian standard Rules and Regulation and by an authorized specialized professional agency engaged by the contractor.

MACHINES / EQUIPMENTS DEPLOYMENT

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

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

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

MANPOWER REQUIREMENT

Sr. No.	MANPOWER REQUIREMENT	NO.
1	Receptionist (Skilled Category)	01
2	Supervisor (Skilled Category)	01
3	Electrician (Skilled Category)	01
4	Plumber (Skilled Category)	01
5	Attendants/Hammals	02
6	Parking and security of vehicles	01
7	House- keeping staff (Unskilled Category)	13
8	Carpenter, Mason, Pest- Control and Anti- Termite Treatment Services	As and when required by the Bank

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

MANPOWER QUALIFICATION AND EXPERIENCE CRITERIA

SR. NO.	PARTICULAR	MANPOWER CATEGORY ALONG WITH QUALIFICATION
1	House- keeping Staff	<i>Unskilled Category</i> Pantry Boy(s) & Sweeper(s) / Cleaner(s) / <i>Attendants (s)</i> / <i>Hammal (s)</i>
2	Electrician	<i>Skilled Category</i> Minimum one-year relevant experience in similar repair and maintenance works and having a license to work as electrician as per Delhi Electricity Rules.
3	Plumber	<i>Skilled Category</i> <i>Minimum 1- year relevant experience in similar field</i>
4	Supervisor	<i>Skilled Category</i> <i>Graduate with minimum 3 year relevant experience in similar field</i>
5	Receptionist	<i>Skilled Category</i> <i>Graduate with minimum 1 year relevant experience in similar field</i>

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

Note:

- i. All the above-mentioned scope of works is indicative and not exhaustive; Bank reserves the right to add/ delete any work under the scope of work. However, the contractor shall be bound to properly maintain the premises at all times.
- ii. Also, all the expenses towards maintenance of the machinery/equipments will have to be borne by the contractor.
- iii. The contractor shall provide New Uniform (with company's name and logo/badge) including Seasonal Outfit, Safety Shoes (wherever applicable), Helmet, Safety Belt, Hand Gloves, Face Masks, Personal Protective Equipment (s), Necessary Tools, Training, Medical etc. to all its workmen/ employees deployed in the premises.
- iv. Supervisor(s) should visit different areas/departments/sections of the entire floor from time to time to ensure that all the areas / toilet(s), etc. of the Office remain clean and ready for use round the clock.
- v. All the consumables/ cleansing materials should be of specified/ approved make/ brand, as approved by the Bank.

GENERAL LETTER OF DECLARATION

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

Assistant General Manager,
AC (HR & Admin),
State Bank of India,
Corporate Centre
Lodhi Road, New Delhi – 110 003

Madam / Dear Sir,

INTERGRATED FACILITY MANAGEMENT SERVICES (HOUSEKEEPING & MAINTENANCE SERVICES) FOR STATE BANK OF INDIA, ANYTIME CHANNELS, CORPORATE CENTRE, NEW DELHI

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

a	Description of work	Integrated Facility Management Services (Housekeeping & Maintenance Services) for State Bank of India, Anytime Channels, Corporate Centre, NBCC Place, 2 nd Floor, Lodhi Road, New Delhi.
b	Earnest Money	Rs. 70,000/- (Rupees Seventy Thousand only)
c	Validity of Contract	Initially, for a period of 1 (One) year from the date of commencement of work and thereafter renewable for further one year (maximum) on same rate and conditions after expiry of initial period within sole discretion of the Bank, subject to satisfactory performance,

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

3. I / we have deposited Demand Draft / Banker's Cheque for a sum of **Rs. 70,000/- (Rupees Seventy Thousand only)** as Earnest Money Deposit with **SBI** Should I / We do fail to execute the contract when called upon to do so, I/We hereby agree that this sum shall be forfeited by me/us to **SBI**.

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

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

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

7. We, hereby, also undertake that, if the difference in the amount quoted by us and the estimated cost of Consumable Items is more than 10% (amount quoted being on lower side), we will submit additional security deposit by Demand Draft / Joint STDR equal to the difference amount calculated for the whole period of contract prior to the award of the contract. We, hereby, also undertake that, if we fail to supply the Consumable Items as per the Price Schedule – 1 of the Price Bid, either in quantity or quality wise, SBI may deduct the applicable amount based on the estimated / market rate from the additional security deposit.

8. We, hereby, also undertake that, in case of a tie between one and more vendors, we agree to participate in the "Manual Lucky Draw / Lottery" of such bidders between whom the tie has taken place to work out the vendor who will be awarded the work.

9. We, hereby, also undertake that, we will abide by the decision of SBI.

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

Signature with seal of the Contractor

Name in Capital letters:

Address:

DECLARATION REGARDING MINIMUM WAGES TO BE PAID BY THE CONTRACTOR TO CONTRACT LABOURS

(This is to enable the SBI to satisfy themselves of the intention of the contractor to adhere to Minimum Wages Act etc.)

1. Wage per day of the Contract Labour	Rs (in Figures)
proposed to be paid by the contractor	Rupees in Words.....
excluding employer contribution of
EPF but including employee contribution	
of EPF etc.	

Place:

Date:

Signature with Seal of the contractor

Name in Block Letters:

Address

DECLARATION OF NEAR RELATIVES OF SBI EMPLOYEES

I / WeS/o/D/o
.....
..... residing
at.....
..... hereby certify
that none of our relative (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 or members of a Hindu undivided family (HUF) / husband and
wife/the one related to the other in the manner as father, mother, son (s) and son's
wife (daughter in law, 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:

UNDERTAKING

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

Place :

Date :

Signature with seal of the Contractor

Name in block letters:

Address:

**DRAFT MEMORANDUM OF CONTRACT FOR INTERGRATED FACILITY
MANAGEMENT SERVICES (HOUSEKEEPING & MAINTENANCE SERVICES)**
(TO BE STAMPED)

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

THIS CONTRACT IS ENTERED AT DELHI ON THIS DAY OF 2021
BETWEEN

State Bank of India, a body corporate constituted under the State Bank of India Act, 1955 and having its Corporate Centre at 'State Bank Bhavan', Madame Cama Road, Nariman Point, Mumbai- 400021, India ("SBI"), acting through its **Anytime Channels, Corporate Centre, NBCC Place, New Delhi** (hereinafter referred to as the 'Bank' which expressions shall include its successor and assigns) of the ONE PART.

AND

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

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

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

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

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

1. That the Contractor hereby agrees to render the **Integrated Facility Management Services (Housekeeping & Maintenance Services) for State Bank of India, Anytime Channels, Corporate Centre, IInd Floor, NBCC Place New Delhi**. It is hereby agreed between the parties that, all the Provisions, Terms and Conditions of the Original Tender Document(s), Work Order and Correspondence taken place between the parties shall essentially form part and parcel of this agreement and undertakes to abide by the same.
2. The Bank will pay to the contractor/ service provider Rs._____, subject to rendering the services and delivering works/ goods to satisfaction of the Bank. The Bank reserves its unfettered right to deduct penalty/ reduce the payment for the services not rendered/ works/ goods not delivered as per the terms of the Tender Document/ Work Order and the decision of the Bank will be final and binding, in this regard. The charges payable to the Contractor do not include the Goods & Services Tax (GST) but inclusive of all other taxes/ duties/ levies, whether existing or levied in future by Central Government or State Government or Local Bodies as the case may be.
3. The contract, will be valid for initially for a period of 1 (one) year from the date of commencement of work subject to the renewal, solely at the discretion of the Bank, for another one year on the same terms and conditions after expiry of initial contract period of one year subject to satisfactory performance. However, renewal of contract for another one year is discretion of the Bank and the contractor shall have no right to claim for the same. In case of breach of contract or in the event of not fulfilling the minimum requirements/ statutory requirement/ satisfactory services etc. or due to any other reason not specifically mentioned herewith, the Bank shall have the right to terminate the contract forthwith at any time during the initial or renewed contract periods, in addition to forfeiture of the security amount deposited by the contractor and initiation of necessary action as deemed fit including recommendation for de-panelment of the contractor, solely at the discretion of the Bank.
4.
 - (i) The contractor has quoted the rates after duly considering the prevalent rates of minimum wages prescribed by the Central Government and the rates shall remain fixed and valid for a period of one year i.e. initial contract period from the date of commencement of work and no escalation/ price increase, whatsoever will be considered during this period.
 - (ii) The Bank may consider renewal of contract for another one year on the same terms and conditions and provision contained in point no. 4 above, except only minimum wages which shall only be considered for

revision (increase/ decrease) as per Central Government Minimum Wages Rate norms prevailing at that material time provided that the services rendered by the contractor during initial contract period are found satisfactory. However, renewal of contract for another one year is discretion of the Bank and the contractor shall have no right to claim for the same.

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

5. All the material(s) used for rendering the services should be of ISI mark produced by reputed approved brands / or as specified by the Bank and at no point of time the Contractor shall use any substandard products.
6. The Contractor will always maintain on his rolls sufficient numbers of employees/ labour (as indicated in the tender documents), of able body, medically fit, honest, well behaved, skilled and technical and also supervisory staff to oversee the work to be carried out by the labour engaged by the Contractor. At no point of time the Contractor will employ a person below 18 years and more than 50 years of age for labour and upto age of 55 years for supervisors. The contractor undertakes to get the antecedents of all his labour duly verified from the police authorities before being deployed at the Bank's premises and also obtain their proof of identity and residence and provide copies of the same to the Bank. The contractor will be liable to make relief arrangements to maintain at all times, the specified employee/ workmen strength at the subject Bank's premises, considering the absentees / leaves taken by the labour. The contractor will provide list of the labour deployed at the subject premises of the Bank with their complete address.
7. The Contractor will at his own expense arrange to get the medical examination done of the labour engaged by him, once in a year and retain on record the medical report and ensure that, the labour deployed at the subject premises of the Bank are not suffering from any contagious/ virulent diseases. No extra payment will be made by the Bank for conducting such medical examination.
8. The Contractor shall be solely responsible for the good conduct and performance of the labour engaged by him. The contractor will at the request of the Bank remove from Bank's premises any labour engaged by him, who may not be suitable, not trustworthy, incapable to work or who has misbehaved/ not been courteous, polite with the Bank employees or customers of the Bank or any other third party while being present/ discharging his duties at the Bank's premises. The contractor will ensure that the labour employed by him, do not report to work at the subject Bank's premises under influence of/ consume during discharging his duties any narcotics / alcohol/ liquors/ psychotropic substances.

9. The contractor will strictly comply with all the labour and such other statutory law(s) pertaining to the engagement of the labour and the contractor will be solely responsible for the acts of the labour engaged by him as per terms and conditions mentioned in the tender document. The contractor will insure the labour engaged by him against risk of occupational hazards / personal injuries as per terms and conditions mentioned in the tender document.
10. The contractor will be responsible for the employment, training and allocation of duties of the employees / workmen engaged by him. The contractor will only have the right to control, give directions and manage the labour engaged by him.
11. The contractor shall maintain Attendance Register and provide New Uniform (with company's name and logo/badge) including Seasonal Outfit, Safety Shoes (as applicable), Helmet, Safety Belt, Hand Gloves, Personal Protective Equipment (s), Necessary Tools, Training, Medical etc. to all its labour deployed in the premises within the quoted rate(s) and no extra payment shall be made to contractor on this account. The Contractor has to ensure that his labour all the time wear their Uniform (with company's name and logo/badge) including Seasonal Outfit, Safety Shoes, Helmet, Safety Belt, Hand Gloves, Personal Protective Equipment (s) and Photo Identity Cards while working at the subject premises of the Bank and also replace the worn-out/ torn Uniform (with company's name and logo/badge) including Seasonal Outfit, Safety Shoes, Helmet, Safety Belt, Hand Gloves, Personal Protective Equipment (s) as and when required.
12. The contractor will bear all the expenses/ costs, stamp duty, legal fees to be incurred to execute this contract. This contract will be executed in duplicate, the Bank shall retain the original and the contractor shall be provided with a certified / notarized copy only for their record and reference purpose.
13. The contractor will bear all taxes/ cesses, levied by Central/ State Government/ Local Body and payable in respect of rendering the service(s) under this contract.
14. The contractor will meet the competent authority/ authorized official(s)/ Officer-in-Charge of the Bank at the specified frequency to assess the quality of the services rendered by the Contractor. The Contractor shall be duty bound to carry out the suggestions/ observations given by the competent authority/ authorized official(s)/ Officer-in-Charge of the Bank. The continuance of the contract will depend upon the satisfactory performance of the service(s) and the Bank exclusively retains the right to terminate this contract by issuing one month's notice to the contractor in the event the service(s) rendered by the Contractor are found to be non-satisfactory or due to any other reason(s) and the decision of the Bank in this regard will be final and binding, without incurring any liability to the Bank and the Bank will also not be responsible for any loss arising out of termination of the present contract. Bank shall not pay any claim/

compensation by Contractor for termination of contract.

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

16.

- (i) Bank shall be at liberty to terminate the contract by issuing one month's notice to the Contractor without assigning any reason whatsoever. Bank shall not pay any claim /compensation by Contractor for termination of contract.
- (ii) This contract shall stand terminated by efflux of time or earlier by giving one month's advance notice by the party of its intention to do so. The Bank may instruct the Contractor to continue to render the services till the next Contractor is appointed by the Bank and Contractor will not be entitled to claim any additional amount for rendering the subject services during the notice period.
- (iii) As regards unsatisfactory performance or non-compliance with any of the terms and conditions of the contract/ tender documents/ work order by the Contractor or abandoning the work, the Bank shall have the right to terminate the contract forthwith with one month's notice and rearrange the work through other agencies at Contractor's risk, cost and consequences and under such circumstances, the security deposit submitted by the Contractor shall stand forfeited, besides any other action deemed fit including recommendation for de-paneling the contractor or debarring them in future tendering process.
- (iv) On termination or conclusion of the instant contract, as the case may be, the Contractor will return the machine(s)/ equipment(s)/ any other things provided to him by the Bank for performance of the obligation under this contract, if any and assist in smooth transition of the service to the next Contractor appointed by the Bank.

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

18.

(i) Before taking up the work, the Contractor shall, obtain at their own cost and submit to the Bank, a third-party insurance policy, in original, issued by any Public-Sector Insurance Company. Nothing extra shall be payable to the contractor by the Bank on this account.

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

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

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

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

22.

A)

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

(ii) The place of arbitration shall be at Delhi and the language used in

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

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

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

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

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

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

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

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

24. The Contractor is duty bound to obtain and retain during the currency of this present contract, all the license, clearances, certificates from the appropriate authorities under the Contract Labour (Regulation and Abolition) Act 1950 and rules framed thereunder required to provide the subject services to the Bank. The Contractor will arduously strive to confirm/ comply with the Laws pertaining to Employees Provident Fund, ESIC, Bonus Payment, Payment of Minimum Wages and all other statutory requirements and submit to the Bank copies of the returns filed with the appropriate government authorities evidencing such compliance as per terms and conditions mentioned in the tender document. In the event, any dispute

arises out of the non-compliance on the part of the Contractor; the Contractor will have to sort out such disputes at their end, without the Bank being incurring any liability thereof. The Contractor will display all the charts, notices at the work place which are mandatory as the Contract Labour (Regulation and Abolition) Act 1950 etc.

- 25.** The Contractor shall in terms of the provisions of the Section 17, 18 and 19 of Contract Labour (Regulation and Abolition) Act 1950 and rules framed there under will provide the amenities to the labour employed by him. In case the contractor fails/ neglects to provide such amenities, the Bank will provide such amenities and cost incurred for providing such amenities will be deducted from the bills payable to the Contractor. The Contractor will be responsible/ liable to maintain and produce, as and when required, all the statutory documents/ registers/ records/ statements and accounts in compliance with all the statutory provision/ requirements for providing the subject services to the Bank.
- 26.** In terms of the Contract Labour (Regulation and Abolition) Act 1950 and rule no. 72 and 73 framed there under and as per terms and conditions mentioned in the tender document, the Contractor undertakes to disburse/ pay by cheque or by Bank account transfer, the minimum wages/ salary payable to its labour. The Contractor shall submit on every month to the Bank, a statement showing minimum wages/ salary amounts credited in the Bank account of individual labour deputed at the subject Bank premises. Any violation of the aforesaid provisions of the law will entail the termination of the instant contract in addition to such other penal consequences.
- 27.** Notwithstanding anything to the contrary in this contract, the Contractor shall not assign it's right to any third party to perform any of its obligations hereunder and in the event of such violation, the Bank reserves it's right to terminate the present contract without prejudice to the its other rights and remedies.
- 28.** Notwithstanding anything contained in the presents, the Contractor shall be responsible for the loss, if any, caused to the Bank due to theft/ pilferage and/ or damage to the Bank's property, when in the opinion of the Bank, such loss has been caused due to the acts or omission, negligence, recklessness or any fault which is attributable to the Contractor or its labour engaged by him for rendering the subject services.
- 29.** If by any act/ ordinance / rules or statute prohibits employment of contract labour by the Contractor for the services as envisaged in the presents or otherwise, the present contract shall come to an end forthwith and no compensation whatsoever will be payable to the Contractor or his workmen/ employees.
- 30.** This contract, and the rights and obligations of the parties, shall be governed by and construed, interpreted and enforced in accordance with the laws of India. Both the parties irrevocably agree that any legal action or proceedings arising out of this contract or in relation to the transactions

contemplated herein, may be brought in the Courts at Delhi having jurisdiction over the matter and both the parties irrevocably undertake to submit themselves to the jurisdiction of Courts, at Delhi.

- 31.** No change, deletion, modification, amendment or supplement to this contract shall be binding upon a party hereto unless made, in writing and signed by duly authorized representatives of both parties and such changes will form the part of the present contract for all purposes.
- 32.** Any notice required or permitted to be given under this contract shall be, in writing and shall be deemed given effective immediately upon the receipt thereof, as evidenced by a written record of delivery. All notices shall be sent on the addresses mentioned hereinabove, unless the parties convey the change, in writing to the other.
- 33.** The provisions of this contract shall be severable and if any provision of this contract is held or declared to be illegal, invalid or unenforceable, such illegality, invalidity, or unenforceability will not affect any other provision hereof, and the remainder of this contract, disregarding such invalid portion, this contract will continue in full force and effect as if such void provision had not been contained in it.
- 34.** After conclusion/ termination of the contract, the Contractor will remove its workmen/ employees/ machines deployed at the subject premises of the Bank and duly hand over the machines/ equipment's, if any, provided to the Contractor by Bank to render the services in working condition, subject to normal wear and tear due to usage.
- 35.** The Contractor do hereby undertake to indemnify and hold harmless the bank and its employees against any damages, prosecution, other legal suits and claims which may arise in terms and conditions of the presents and which may directly/ indirectly arise out of any accident taking place at the subject premises which is directly attributable to non-adherence/ negligence of safety norms, not adhering to the standard work procedures and for violating rules and regulations by the Contractor for which the Contractor will only be solely responsible.
- 36.** Neither party will be liable under this contract for any failure of or delay in performance of its obligations hereunder, if performance of the party is delayed or prevented by acts of God, fire, explosion, war, terrorism, earthquakes, riots, laws and order or other causes as mentioned in detail in the tender document beyond such party's control (each, a "Force Majeure Event"), but only to the extent of and during continuance of the Force Majeure Event and only provided such party, as soon as practicable but not more than 48 (Forty-eight) hours, gives the other party written notice of the Force Majeure Event. During the pendency of any Force Majeure Event, the party affected shall work diligently to perform its obligations hereunder to the extent commercially reasonable.
- 37.** The Contractor shall not disclose directly or indirectly, knowingly or unknowingly, any information, materials and details of the State Bank of

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

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

- i) If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any conveyance or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or
- ii) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver or manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or manager, or
- iii) If the contractor commits any breach of this contract not herein specifically provided for: provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Bank and provided also that the contractor shall be liable to pay the Bank for any extra expenditure, it is thereby put to but shall not be entitled to any gain on repurchased.

39. Both parties hereby represents and warrants that it has all requisite power and authority to enter into and fully perform its obligations under this contract; the execution, delivery and performance of this contract and the consummation of the transactions contemplated hereby have been duly and

properly authorized by all requisite action on the part of each party; this contract has been duly executed and delivered by such party; and is an enforceable obligation of such party except as such enforceability may be limited by bankruptcy, moratorium, insolvency and similar laws affecting the rights and remedies of creditors and obligations of debtors and by general principles of equity.

- 40.** The Contractor hereby confirms that he has/ they have read and understood all the provisions, terms & conditions, schedule of requirement and scope of work of the tender documents, work order, correspondence taken place between the parties, statutory obligations as per all the applicable labour laws and acts and the contents of the present contract and undertakes to fully abide by the same.
- 41.** The contractor hereby undertakes that, if the difference in the amount quoted by us and the estimated cost of Consumable Items is more than 10% (on lower side), we have submitted additional security deposit by Demand Draft / Joint STDR equal to the difference amount calculated for the whole period of contract prior to the award of the contract i.e., Rs..... We, hereby, also undertake that, if we fail to supply the Consumable Items as per the Price Schedule – 2 of the Price Bid, either in quantity or quality wise, SBI may deduct the applicable amount based on the estimated / market rate from this additional security deposit

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

Witness: -

For State Bank of India

1.

**DRAFT INDEMNITY BOND FOR INTERGRATED FACILITY MANAGEMENT
SERVICES (HOUSEKEEPING & MAINTENANCE SERVICES)
(TO BE STAMPED)**

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

THIS DEED OF INDEMNITY BOND executed at Delhi on this _____ day of _____ month of year Two Thousand and Twenty Two (2022-23) by M/s _____ duly represented by proprietor/ one of its partners Shri _____, aged _____ years, son of Shri _____, _____, residing at _____ (hereinafter referred to as "Contractor").

In favour of **State Bank of India, Anytime Channels, Corporate Centre, New Delhi** (hereinafter referred to as "Bank"), located at **2nd Floor, NBCC Place, Lodhi Road, New Delhi**

The Contractor has become successful in securing the subject work of providing **Integrated Facility Management Services (Housekeeping & Maintenance Services) for State Bank of India, Corporate Centre, New Delhi**, through competitive bidding in the "online e-tender".

And whereas, as per tender documents, the Contractor has to enter into a Contract Agreement with State Bank of India, Anytime Channels, Corporate Centre, New Delhi on _____ (hereinafter referred to as "Contract") and hereby execute and agree to the provisions of the subject Indemnity Bond before starting the work as under:

In consideration of the Bank having awarded the above said Contract, the Contractor hereby undertake to indemnify and keep harmless, the Bank from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the work place due to non-adherence to safety codes, not following the standard work procedures and for violating rules and regulations for which the contractor shall be solely responsible.

Further, Contractor hereby indemnifies for:

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

- (ii) In case of any damage to property by the Contractor, Bank shall have the right to recover the cost of such damages from payments due to the Contractor and decision of the Bank shall be binding on the Contractor.
- (iii) In the event of any damage to the loose furniture, interiors, computers and such other equipment not specifically mentioned herewith or to the existing building structure etc., during carrying out the contract works, the cost of repairing the same including the cost of replacement, if any, will be recovered from the Contractor.
- (iv) If the Contractor fails to improve the standards of safety in its operation to the satisfaction of Bank after being given a reasonable opportunity to do so, and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized official(s)/ Officer-in-Charge of the Bank, the Bank shall have the right to take corrective steps at the risk and cost of the Contractor after giving a notice indicating the steps that would be taken by the Bank.
- (v) Before commencing the work, the contractor shall appoint/ nominate his responsible employee to supervise implementation of all safety measures and liaison with his counterpart of the Bank.

Signature of Contractor with seal

DRAFT FORMAT OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

(Site specific format shall be approved by the SBI prior to its execution)

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

B.G. No. _____ Value Rs. _____

Date:

To

The

State Bank of India,

.....

.....

Dear Sir,

Bank Guarantee of Rs _____ towards Security Deposit for Integrated Facility Management Services (Housekeeping & Maintenance Services) for State Bank of India, Anytime Channels, NBCC Place, IInd Floor, Corporate Centre, New Delhi

WHEREAS (Name and address of contractor/ vendor) (hereinafter called the Contractor) have entered into contract for providing Facility Management Services for Office Premises of State Bank of India Anytime Channels Corporate Centre, New Delhi with SBI as mentioned vide SBI letter no..... datedand the correspondence and tender relating thereto which is hereinafter referred to as "the said contract" the Contractor has now agreed to produce a Bank Guarantee amounting to 2% of the annual contract value to SBI for performing their part of the contract obligations.

AND WHEREAS in terms of said contract, the contractor is required to furnish to SBI a Guarantee of a Scheduled Commercial Bank for a value of Rs..... to be valid up to (date).

AND WHEREAS (Name of Bank and its branch) having their office at (address) the Guarantor, at the request of the contractor hereby furnishes a Performance Bank guarantee in favour of SBI and Guarantees in the manner hereinafter appearing. In consideration of the premise, we (name of Bank and its branch) having our office at (address) here after called the "Guarantor" (which expression shall include it successors and assigns) hereby expressly, irrevocably & unreservedly undertake and guarantee under that if the Contractor fails to execute

the work according to his obligations under the said contract, then notwithstanding any dispute between SBI and the contractor, the Guarantor shall, on demand without demur and without reference to the contractor pay to SBI immediately any sum claimed by SBI under the said contract up to a maximum amount of Rs._____ (Rupees only).

In case the amount demanded by SBI..... is not paid within 48 hours of receipt of demand, the Guarantor agrees to pay the aforesaid amount of Rs...../- (Rupeesonly).

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

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

This guarantee shall remain valid until 12 months from the date of start of work plus grace period of three months or as may be caused to be extended by the contractor or until discharged by SBI in writing, whichever is earlier.

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

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

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

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

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

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

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

Notwithstanding anything contained hereinbefore the liability of the guarantor under this guarantee is restricted to a sum of Rs. _____.

This guarantee will remain valid up to _____ unless a demand or claim under this guarantee is made in writing against us within three months from that date, i.e. on or before -----, the guarantor shall be discharged from all liability under the guarantee thereafter.

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

Dated the

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

For & on behalf of (Bankers Name & Seal)

(Signature/s with designation/s of signatories)
(Banker's seal)

SCHEDULE - II

FINANCIAL BID / PRICE BID

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