



**APPLICATION FOR EMPANELMENT OF FACILITY MANAGEMENT AGENCIES FOR
HOUSE KEEPING AND MAINTANANCE OF SBI PREMISES IN CHENNAI CIRCLE**

IMPORTANT DATES:

Pre-bid meeting - 14.12.2021 at 03:00 pm

Last date & time of submission - 22.12.2021 up to 03:30 pm

Note: It may please be noted that only one representative for each company will alone be permitted to attend the pre bid meeting and also advised to bring written queries in their letter head to submit prior to Pre-bid meeting to enable us to clarify the queries fruitfully.

Application to be submitted to:-

**The Assistant General Manager (P&E),
State Bank of India
Premises and Estate Department
Local Head office, Circle Top House,
4th Floor, 16 College Lane,
Chennai – 600 006**

CHECK LIST:

S. No.	Description	Status
01.	Documentary proof showing the firm having office in Tamilnadu or Pondicherry	
02	Documentary proof for average annual financial turn over during the last 3 years ending 31.03.2021	
03.	Documentary proof in the form of completion certificate justifying completion of similar works as detailed under point no. 2. d) in page no. 3	
04.	Copy of valid ISO:9001 & ISO:14001 certificates for the Housekeeping & facility management services	
05.	Minimum Wages compliance certificate as per the format enclosed at page no. 9 (Annexure 'E')	
06.	Sign & Seal of the authorized representative in all pages of tender document	

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APPLICATION FOR EMPANELMENT OF FACILITY MANAGEMENT AGENCIES FOR HOUSE KEEPING AND MAINTANANCE OF SBI PREMISES IN CHENNAI CIRCLE

Applications are invited from State Bank of India, Local Head Office, Chennai for empanelment of facility management agencies for Housekeeping and Maintenance of offices/branches/residences/other establishments of State Bank of India in Tamil Nadu and Pondicherry fulfilling the under mentioned eligibility criteria.

1. Instructions to applicants: Interested agencies are requested to read the following eligibility criteria along with model agreement describing terms and conditions to be entered with Bank for self-assessment and furnish the details in the enclosed annexures.

2. Eligibility Criteria:

a). Reputed agencies who have permanent office in Tamil Nadu/Pondicherry shall alone apply.

b) The agencies should have minimum 7 years of experience in Facility Management housekeeping field ending 31.10.2021 (should be supported by relevant work order/Completion Certificate)

c). Average annual financial turn over during the last 3 years ending 31.03.2021 should not be less than Rs. 45 lakhs.

d). The firm should have successfully rendered at least one of the excellent housekeeping & maintenance services as mentioned hereunder for Central Govt./PSU/Nationalized financial institutions/reputed MNCs during the past 5 years ending 31.10.2021 shall alone apply.

i) **Three similar works** rendered for office/Branch/Residential/Guest house premises each having total carpet area not less than **60,000sft.**

Or

ii) **Two similar works** rendered for office/Branch/Residential/Guest house premises each having total carpet area not less than **75,000sft.**

Or

iii) **One similar work** rendered for office/Branch/Residential/Guest house premises each having total carpet area not less than **120,000sft.**

Note: Similar works shall mean the Housekeeping and Maintenance services.

d) Firm shall have valid **ISO:9001 & ISO:14001** certificates for the Housekeeping & facility management services issued by reputed certification Companies.

e) Agencies who submit/produce a certificate obtained from the current Central/State Govt/PSU and financial institutions employer for satisfactory service and for making payment to the labours in line with the wages mandated in the extant current minimum wages notification issued by Central/State Labour Commissioners for the given jurisdiction shall alone be considered. **Format for obtaining Minimum Wages compliance certificate is enclosed.**

3. Applications shall be evaluated based on the predefined eligibility criteria, verification of credentials, site visits and on the confidential reports/ inputs received from the current employers. Thus, qualified agencies will be called as “Empanelled Facility Management Agencies for Housekeeping & Maintenance of SBI premises in Tamilnadu & Pondicherry”.

The panel will be in force for consecutive three years from the date of approval, during which Price/Commercial bids shall be invited only from them to meet Bank's ensuing requirement suitable categorized VIP/Regular services. Bank reserves right to prepare a panel/panels based on the evaluation.

4. Empanelled agencies will be intimated of their eligibility for further consideration.
5. Sealed cover application superscripting **“Application for empanelment of facility management agencies for Housekeeping & Maintenance of SBI Premises in Chennai Circle”** duly completed in all respects shall be submitted to **Assistant General Manager (P&E), State Bank of India, Local Head Office, 4th Floor, College Lane, Chennai – 600 006 either in person or by post so as to reach on or before last date of submission as mentioned above.**
6. Incomplete applications and those which do not conform to the requirements of the notice are liable to be rejected. Applications submitted by a firm shall be duly signed by the authorized person or Power of Attorney holder. Application by a company shall be executed by persons / duly authorized under the resolution of the Board of Directors of the Company.
7. The tender should submit Revenue / Banker's solvency certificates for Rs15 Lakhs.
8. The duration of the contract for the above services would be for a period of twelve (12) months from the date of acceptance subject to renewal for a further period of one year on the same terms and conditions and upon renewal of License by the Contractor on or before expiry of the License granted by the Appropriate Authority under Contract Labour (Regulation & Abolition) Act, 1970. However, the contract will not be renewed beyond 2 years.
9. The Courts in Chennai city alone shall have the jurisdiction in respect of any or all matters relating to or connected with the tender.
10. State Bank of India discourages the stipulation of any condition by the tenderers. The conditional tender will be liable to be rejected.
11. Final award of the contract for the above services will be subject to the approval of the Competent Authority in the Bank.
12. The specifications, duration of the work and the terms and conditions under which the contract is required to be performed and also the rights and obligations of the person/s whose tender is accepted shall be under an Agreement to be executed strictly in terms of the format enclosed duly incorporating the material contents of respective schedule and the tenderers submitting the tender shall have read the same and is always deemed to have read and understood the same before submitting the tender.

ANNEXURE - A**BIDDER INFORMATION**

1	Name of the organization	
2	Address	
3	Name, mobile/telephone Nos. and e-mail id of the contact person	
4	Constitution of the Firm (whether company / firm / Proprietary)	
5	Year of Establishment	
6	Whether registered with the Registrar of Companies / Registrar of firms. (if so, mention number and date)	
7	Registration with Govt. Authorities Income-tax (PAN) No. and GST no. <i>(copies of the PAN card/GST certificate to be enclosed)</i>	
8	Names of Directors / Proprietor / Partners / Associates	
9	Biodata of Partners / Associates <i>(Details to be given in the enclosed separately)</i>	
10	Name and value of similar works completed during the last 5 years <i>(Details to be given in the enclosed format -Annexure 'B')</i>	
11	List of Professionals / Technical / Non-technical Personnel employed permanently <i>(Details to be given in the enclosed format -Annexure 'D')</i>	
12	Details of workshop / manufacturing unit/tools / equipment owned by the company <i>(Details to be given in the enclosed format -Annexure 'E')</i>	
13	Banker's Name & address <i>(Enclose latest solvency certificate from the bankers)</i>	
14	Latest Income Tax Clearance Certificate <i>(copy to be enclosed)</i>	
15	List of empanelment / enlistment / registration with other Organizations / statutory bodies etc. If so, furnish their names, category and validity.	
16	Annual turnover for the last 5 financial years (year-wise) ending 31.03.2021	
17	Name and address of the persons who will be in a position to certify about the quality as well as performance of your firm	

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

Signature of the applicant with seal

Date:

Place:

Annexure – ‘B’

DETAILS OF SIMILAR WORKS COMPLETED DURING THE LAST FIVE YEARS ENDING 31.10.2021

Sl. No.	Name of work/ project & location	Name of the Owner / Client with address	Contract / Agreement No.	Nature / Scope of work executed	Total carpet area of the facility to which similar services rendered.	Actual tenure of the contract	Total cost of the contract	Brief details of the facility maintained viz. floors, rooms, any other features etc.	Name and address/ Tel No. of Officer to whom reference shall be made	Remarks
1	2	3	4	5	6	7	8	9	10	11

- Note: 1. The list is to be substantiated with the documentary evidences such as copies of work orders, satisfactory completion certificate obtained from the client etc. without which the works mentioned herein may not be considered for scrutiny and your application is liable to be rejected.
2. The applicant shall mention only those works which are completed during the last five years ending 31.10.2021. Other works (if any to be mentioned may be provided in a separate sheet.

Signature of the applicant with seal
Date:
Place:

DETAILS OF SIMILAR WORKS ON HAND

Sl. No.	Name of work/ project & location	Name of the Owner / Client with address	Contract / Agreement No.	Nature / Scope of work executed	Total area of the facility to which similar services rendered.	Actual tenure of the contract	Total cost of the contract	Brief details of the facility maintained viz. floors, rooms, any other features etc.	Name and address/ Tel No. of Officer to whom reference shall be made	Remarks
1	2	3	4	5	6	7	8	9	10	11

Note: 1. The list is to be substantiated with the documentary evidences such as copies of work orders and agreement copies obtained from the client etc. without which the works mentioned herein may not be considered for scrutiny and your application is liable to be rejected.

Signature of the applicant with seal

Date:

Place:

**DETAILS OF KEY TECHNICAL AND ADMINISTRATIVE PERSONNEL EMPLOYED
BY THE ORGANISATION / COMPANY**

Sr. No.	Designation of the employee	Name	Qualification	Professional Experience	Length of continuous service with employer
1	2	3	4	5	6

Signature of the applicant with seal

Date:

Place:

FORMAT TO BE USED FOR MINIMUM WAGES COMPLIANCE CERTIFICATE

(To be obtained in clients’ letter head)

Date:

To whomsoever it may concern

This is to certify that M/s,(with address) have been entrusted with Housekeeping and Maintenance of our premises having carpet area ofsft at a total cost of Rs. per month since Their performance has been satisfactory. They are paying wages in accordance with current minimum wages notified by the Commissioner of Labor, Central/State, to their employees engaged in various day-to-day activities.

Signature

Designation with seal

Phone no.

Email id:

DECLARATION

(To be furnished in the letter head of organization as per the format)

1. I / We have read the application and instructions appended to the proforma and I / We understand that if any false information is detected at a later date, any future contract made between ourselves and State Bank of India, on the basis of the information given by me / us can be treated as invalid by the Bank and I / We will be solely responsible for the consequences.
2. I / We agree that the decision of State Bank of India in selection of contractors and award of work will be final and binding to me / us.
3. All the information furnished by me hereunder is correct to the best of my knowledge and belief.
4. I / We agree that I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets.
5. I / We agree that I / We have not applied in the name of sister concern for the subject project.

Signature of the applicant with seal

Date:

Place:

**FORMAT OF AGREEMENT BETWEEN BANK AND HOUSE KEEPING AND
MAINTENANCE SERVICES AGENCY**

THIS AGREEMENT is made at _____ on this the ____th day of _____ 20____ between STATE BANK OF INDIA, a body corporate constituted under the State Bank of India Act, 1955 having its Corporate Centre at Madam Cama Road, Mumbai – 400 021 and one of its Local Head Office / Zonal / Regional / Branch / other Offices at Chennai (hereinafter a referred to as “the Bank” which expression shall include wherever the context so permits its successors and assigns) OF THE ONE PART

AND

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

WHEREAS, SBI has invited offers for rendering Facility Management / Housekeeping / Maintenance services (Services) at the premises more fully described in the schedule I (establishment) (Schedule in detail as per local requirement).

AND WHEREAS the contractors have offered its/ his services for a consideration more fully described in here in above referred ANNEXURE.

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

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

1. The agreement shall come into force and be effective from _____ for a period of 1 (one) year and expires on _____ subject to the review of satisfactory performance as mentioned herein/above. However, the Contract shall be renewed every third month subject to satisfactory performance report of the Premises Committee and in case the performance is not found to be satisfactory by the Bank for any period under such review Bank at its discretion, reserves its right to terminate at 15 days’ notice to the Contractor without incurring any further liability thereof. The satisfactory performance shall also include making payment to the employees strictly as per the wages mandated by the Labour Commissioners periodically. This agreement shall be terminated by efflux of time or earlier by one month’s notice at the option of the Bank in the event of unsatisfactory performance or breach of any of the stipulated conditions or qualitative dimensions of the various services agreed upon the contractor under these presents.

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

3. The Bank shall pay to the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions as per accepted Tender, covering the cost of manpower, materials/consumables etc. for efficient rendering of the maintenance services. Such sums/dues shall be payable on monthly basis subject to submission of bill / invoice. The specified materials / fittings/ fixtures not covered within the scope of work, shall be arranged by the contractor and actual cost thereof shall be reimbursed by the Bank at prevailing market Rates or any approved rates of the Bank subject to production of GST paid Invoice/Bills duly authenticated by the Officer/Engineer-in-Charge of SBI. The contractor has to take necessary approval of rates, make and model of various maintenance material / items from the SBI prior to its use in the work and Official payment thereon will be made after the same is duly certified by the Bank's officials to the effect that the maintenance services have been provided satisfactorily, including use of material, if any, subject to statutory deductions.
4. The contractor shall be responsible for providing uninterrupted services on regular basis as per the scope of work and terms and conditions of the contract.
5. The charges payable by the Bank to the Contractor for rendering the services enumerated in the tender schedule shall be Rs. _____per month (Rupees..... only) inclusive of all taxes but excluding GST. The details of which are as detailed in Annexure. Contractor shall submit Bank statement of account of previous month with respect of employees engaged for the said contract showing details of payment made in line with current minimum wages along with the bill for the succeeding month. Under no circumstances process to make payment for succeeding month shall be initiated without required statement of account. Failure to submit the statement shall be construed as breach of contract and shall lead to termination of contract overriding all provision of the agreement whatsoever. This agreement is for providing the services and is not for supply of Contract Labour and that the persons employed by him for providing the services more fully described in the Schedule shall be the employees of the contractor and not of the Bank.
6. The above charges do not include Goods & Service Tax, but inclusive of all other taxes/duties/levies, whether existing or levied in future by the Central Government or the State Government or any local authority.
7. The Bank may provide (but not bound to do so) a few selected articles/equipment for use in the Bank's premises for the purpose. The contractor shall take care of the said articles / equipment as a bailee, in terms of the provisions contained under the Indian Contract Act and duly return them in good working order and condition to the Bank on and at the expiry of the currency of these presents or on its sooner determination in terms of these presents. The daily and periodical maintenance of the articles/equipment shall be the sole responsibility of the contractor. The cost of replacement / repair and servicing of all the articles/equipment during the currency of these presents shall be borne exclusively by the contractor only.

8. All the materials used for services should be certified ISI mark and or as per the brand names/others as may be specified by the Bank. Chemicals, Sprays, detergents and other materials should be of high standard / quality satisfactory to the Bank and shall be procured from reputed dealers / shops. The contractor shall arrange for their purchases on his own and shall bear all expenses in connection with such purchases including their transportation.

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

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

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

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

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

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

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

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

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

18. The Contractor will be obligated to meet the Premises Committee once in a month for assessing and monitoring the quality of housekeeping services rendered as may be decided by the Bank and for which notice will be given to the contractor either in person or by a written communication. The Contractor shall comply with such observations/feedback made and furnished by the Bank for improvement of the services by him/ her.

19. The successful contractor shall deposit a sum amounting to 5% of awarded Annual contract value as SECURITY DEPOSIT with the Bank for due fulfillment and performance of the contract. The Security Deposit shall be held in Term Deposit with the State Bank of India in the joint names of Bank and the contractor and all deposit receipt will be kept in the custody of the Bank. The Security Deposit will be returned to the contractor after three months from the date of expiry of these present provided that there are no defects or loss or damage caused to the Bank and / or materials / articles / equipment's provided to him are duly accounted for and returned to the Bank in good working order and condition by the contractor to the satisfaction of the Bank and all his dues to the Bank and all other liabilities under any law or otherwise arising out of or in connection with or in respect of the services are fully settled.

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

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

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

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

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

25. In case the Contractor fails to fulfill his obligations for any day or any number of days to the satisfaction of the Bank, for any reason whatsoever, he shall pay by way of liquidated damages a sum of Rs. 15000/- per day for the entire number of such days and the Bank shall without prejudice to their rights and remedies including the termination of the contract, be entitled to deduct such damages from the money, if any, payable by them to the Contractor.

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

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

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

29. The Contractor shall in terms of the provisions of Sec 16,17 and 18 of the Contract Labour (Regulations & Abolition) Act, 1970 and the Rules framed under said Act provide the prescribed amenities to its personnel. In case of failure of the contractor in complying with the said provisions, the Bank may provide the same when called upon to do so by the Competent Authorities and deduct the expenses incurred thereof from the bills of the Contractor without prejudice to its other rights and remedies under these present. The

Contractor shall be responsible for proper maintenance of all Registers, Records and Accounts so far these relate to the compliance of any and all statutory provisions / obligations.

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

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

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

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

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

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

36. The courts in Chennai City (Tamil Nadu State) alone shall have jurisdiction in respect of any matter touching these presents.

SPECIAL CONDITIONS OF CONTRACT:

The contractor shall:

- i. Ensure submission of police verification certificates for all the personnel deployed in the Bank's premises.
- ii. Ensure that he deploys trained and competent persons who are physically fit (i.e. between age 18 year to 50 years for workmen and up to age of 55 year for supervisor) and are not suffering from any chronic or contagious diseases for carrying out the works.
- iii. Be responsible and liable for payment of salaries, statutory minimum wages and other legal dues to the persons who are employed by him for the purpose of rendering the services required by the Bank / employer under the agreement.

- iv. The Contractor shall ensure timely payment of wages/salary to the persons employed by him directly in their Bank accounts or through account payee cheques and a certificate to the effect that the salaries/wages are being paid regularly shall be furnished to the Employer every month. Further, the Contractor shall furnish a certificate every month to the effect that all the obligations under the various Labour Laws and the Contact Labour (Regulation and Abolition) Act, 1970, are complied with, by him.
- v. Ensure that all persons employed by him, for the purpose of rendering the services required by the Bank under this agreement, are insured with Government of India recognized insurance companies, for which no extra payment will be made by the Bank. The contractor shall be solely responsible for any injury or damages to any persons, animals or any other things.
- vi. Ensure that his employees, while in the premises of the Bank or while carrying out their obligations under this agreement, observe the standards of cleanliness, decorum, safety, good behavior and general discipline laid down by the Bank or its authorized agents and the Bank/ employer shall be the sole judge as to whether or not the contractor and/ or his employees have observed the same.
- vii. Personally, and exclusively supervise the work of his employees so as to ensure that the services rendered under this agreement are carried out to the satisfaction of the Bank.
- viii. Ensure that no employees of the contractor will enter or remain on the Bank's premises beyond the specified time limits unless and absolutely necessary for fulfilling contractor's obligations.
- ix. Be liable for any damages/losses caused to the Bank by way of damages to the Bank's premises or any part thereof or to any fixtures or fittings thereof or any property of the Bank and therein by any act, omission, default or negligence of the contractor or his employees or agents.
- x. All the employees and agents should bear the identity card at all times, while they are working in the Bank's premises.
- xi. The Contractor agrees and undertakes that they will make it clear to all persons employed/engaged by them to perform the obligations under this agreement that they are employees of the Contractor and that they shall have no claim against the Bank and the Bank shall not be liable to pay wages, salary or any other type of compensation to execute the contract or provide any other statutory benefits under the Labour Law and/or any other legislation and the Contractor shall be solely responsible for providing all such amenities to their employees admissible under the relevant Law/Rules/Service conditions.
- xii. The Contractor shall obtain license, if any, required under the Tamilnadu State Government Law or Central Government Law as applicable in case of the services covered under this contract.
- xiii. Wherever warranted, as per the Scope of work, the Contractor shall provide skilled workmen staff having appropriate and valid licenses.
- xiv. All staff deployed by the contractor in the Banks' premises shall be provided with uniform bearing Company's badge and safety shoes / footwear etc., once in a year.

TERMINATION OF AGREEMENT:

- (a) Without prejudice to what is contained hereinabove, the SBI shall, at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice without assigning any reason(s) and without payment of any compensation, if:
- (i) In the opinion of the SBI (which shall not be called in question by the contractor and shall be binding on the contractor), the contractor fails or refuses to implement this agreement to the Bank's satisfaction and/ or
 - (ii) The contractor commits a breach of any terms and conditions of this agreement and /or
 - (iii) for any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/or
 - (iv) There is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of the bank to such variation.
- (b) In the event of termination of this agreement for any reason whatsoever, the contractor/ or persons employed by him or his/ her agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.
- (c) Bank reserves its right to debar the contractor from participating in any tender for his purpose for such period of time as it may deem fit.

STAMP DUTY:

The contractor shall bear all the expenses pertaining to execution of the agreement, including the stamp duty and the registration charges. The Original copy of the agreement shall be retained by the SBI on the original of this agreement, which shall be executed in duplicate, and the SBI shall retain the original and the contractor shall be provided with a Certified / Notarized copy for their record.

The contractor shall indemnify and keep indemnified the SBI against all losses and claims, damages or compensation for breach of any provisions of this Agreement and of applicable law, including without limitation, the payment of wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 or any other labour law/ statute in force in this regard. The contractor only shall be responsible for liabilities, if any, in this regard.

The several parts of this contract have been read by the contractor and fully understood by the contractor.

The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment's etc., which may come to the possession or knowledge of the Contractor during the course of discharging the contractual obligations in connection with this agreement, 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 indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on

the part of the Contractor and the Bank shall be entitled to claim damages and pursue legal remedies, including termination of the contract.

The Contractor shall take all appropriate actions with respect to his employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

The Bank reserves the right, without prejudice to the terms and conditions of this agreement, to alter the specifications and nature of the work by adding to or omitting any item of work or portions of the work/s being carried out at any time during the currency of contract, by issuing a letter to this effect to the Contractor.

All payments by the Bank under this Contract will be made only at the respective offices/branches of Chennai circle.

In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall, upon and subject to the said conditions execute and complete the work shown upon the said specifications and the schedule of quantities.

The said Conditions and Tender Document thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained. The agreement and documents mentioned herein shall form the basis of this Contract.

The Contractor / Agency shall comply with the provisions of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013".

IN WITNESS WHEREOF, the parties hereto have subscribed their respective hands hereto and on or a duplicate here on the day, month and year hereinabove first mentioned.

Signed, Sealed and delivered by M/s.

.....
(CONTRACTOR)

Witness No.1..... Witness No.2.....

Signed, Sealed and delivered by the **State Bank of India**

Shri.....

.....
(BANK)

In the presence of

Witness No.1..... Witness No.2.....

DRAFT AFFIDAVIT CUM INDEMINITY

We -----represented by -----do hereby state and confirm as hereunder:

We have been awarded contract by State bank of India, Chennai for providing Housekeeping, Cleaning & Maintenance at -----(address)

We therefore undertake and confirm that all the employees deployed by us will be paid minimum wages as per the Government of India Notification.

We also undertake and confirm that we shall pay the contribution payable to the EPF in respect of each worker in their own name employed by us. We understand our responsibility as the principal employer, to pay the contributions payable to the EPF by ourselves in respect of the employees employed by us. We undertake to furnish the Bank the list of labours and EPF account numbers of each of them and submit the proof of payment of contribution on monthly basis.

We undertake and confirm to contribute under E.S.I Scheme to the labour engaged in a manner provided by the ESI Act., 1946 at a specified rate which are the subject to the revision from time to time and shall pay these contributions at the above specified rate to the Corporation within 21 days of the last day of the Calendar month in which the contributions fall due. We shall do the registration for the purpose of scheme in respect of each employees employed by us for wages and maintain their individual records setup for them.

We undertake to furnish the Bank account number and details of each employees employed by us.

We undertake to submit Bank statement of accounts of previous month with respect of employees engaged for Housekeeping maintenance of the Bank's premises showing details for payment made as per the current Minimum Wages along with the bill for the succeeding month. We understand that under no circumstances, process to make payment for succeeding month shall be initiated without the required statement of account and failure to submit the statement by us shall be construed as breach contract and shall lead to termination of the contract overriding all provision of the agreement whatsoever.

We further undertake and confirm that all other statutory wages/duties/charges will be paid per the provision of Payment of Wages Act,1936, Minimum Wages Act.1948,Employer's Liability Act 1938,the Workmen Compensation Act 1923,Industrial Disputes Act 1947,Maternity Benefit Act 1961,Payment of Bonus Act 1965 and the amendment from time to time.

We hereby undertake to produce the relevant vouchers/ receipt /e-receipt/ e-payment challan as and when the same is paid by us in this record.

We shall keep the Bank indemnified against all claims, damages /compensation fines/ penalty and cost that may arise under the provision of Payment of Wages Act,1936, Minimum Wages Act.1948,Employer's Liability Act 1938,the Workmen Compensation Act 1923,Industrial Disputes Act 1947,Maternity Benefit Act 1961,Payment of Bonus Act 1965 and any claim arising out the agreement period future.

Solemnly affirm and singed on this ____ day of ____ 20____
In the presence of witness

1.

Witness with address & Mobile no.

2.

Witness with address & Mobile no.

(ANNEXURE -C)

DRAFT INDEMNITY BOND FORMAT

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

THIS DEED OF INDEMNITY BOND executed at Chennai on this ____ day of _____ month of year Two Thousand and Twenty-one (2021) By M/s __ duly represented by proprietor / one of its partners Shri. _____, aged _____ years, son of Shri _____, residing at _____ (hereinafter referred to as “the Contractor”)

In favour of

State Bank of India, having its Corporate Office at Nariman Point, Mumbai.

Whereas State Bank of India has invited tenders from the empaneled contractors for providing Housekeeping, Cleaning & Maintenance Services

The Contractor has become successful in securing the subject work through competitive tendering and the work specified in the tender documents has been awarded in favour of Contractor by SBI vide their letter.....

And whereas as per tender documents, the Contractor has to enter into a Contract Agreement with SBI and execute an Indemnity Bond before starting the work. The Contractor has entered into Contract Agreement with SBI on _____ (hereinafter referred to as “the Contract”).

In consideration of SBI Having awarded the above said Contract, the Contractor hereby undertake to indemnify and keep harmless the SBI from any damages, prosecution, other legal suits and claims arising out of any.

Further, Contactor hereby indemnifies and keep SBI indemnified for any loss or damages incurred or suffered or to be incurred or to be suffered by on account of breach of the terms and conditions of the Contract by the Contractor including violation or non-observation of the rules and regulations governing engagement of persons engaged by him/them

Signature of Contractor with seal