



**EMPANELMENT OF AGENCIES FOR CATERING CUM CARETAKING SERVICES**  
**OF GUEST HOUSE / SBILD AND OFFICES IN CHENNAI CIRCLE**  
**(TAMIL NADU & PONDICHERRY)**

**IMPORTANT DATES:**

**Pre-bid meeting - 14.12.2022**

**Last date of submission - 27.12.2022**

*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.*

Tenders to be submitted to: -

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

**NOTICE INVITING APPLICATION**  
**FOR EMPANELMENT OF CATERING CUM CARETAKING SERVICES**

State Bank of India, LHO Chennai invites applications for empanelment of Comprehensive Caretaking services of Guest House and Offices in the state of Tamil Nadu & Pondicherry. Duly completed applications in the prescribed format with required documents etc. should be submitted on or before due date 27.12.2022.

The eligibility criteria, terms and conditions, application format and other details /requirements are as under:

<b>S. No.</b>	<b>Eligibility Criteria</b>
1	<p>a) Reputed agencies should have Office in Tamil Nadu/Pondicherry shall alone apply.</p> <p>b) The applicant should have minimum seven years of relevant experience in the field of Caretaking services.</p> <p>c) Average annual financial turn over during the last 3 years ending 31.03.2022 should not be less than Rs. 30.00 lakhs.</p> <p>d) The firm should have successfully rendered excellent Catering services as mentioned hereunder for Central/State Government/Public Sector Banks/PSUs/Financial Institutions/Oil Companies/RBI during the past 5 years ending 31.10.2022 shall alone apply.</p> <p>One similar satisfactory Catering services rendered for Office/guest house for a total number of at least 70 full lunches per day continuously for a year.</p> <p style="text-align: center;"><b>or</b></p> <p>Two similar satisfactory Catering services rendered for Office/guest house for a total number of at least 40 full lunches per day continuously for a year.</p> <p style="text-align: center;"><b>or</b></p> <p>Three similar satisfactory Catering services rendered for Office/guest house for a total number of at least 30 full lunches per day continuously for a year.</p> <p><i>(Note: Similar works shall mean the Catering services as defined in the scope of works.)</i></p>

A. Applicants should have experience in having successfully completed similar contract prescribed in the above table for Government/Semi-Government/PSBs/ PSUs/Financial Institutions/Oil Companies/RBI during the last 5 years ending on 31.10.2022. The information must be supported with the copies of Work Order, Satisfactory Completion Certificate, etc, proof of payment /Form 26 AS etc.

- B. Applicants should have minimum average annual turnover prescribed in above table during last 3 years ending on 31<sup>st</sup> March of last financial year ie, 31.03.2022).

**The application not meeting any of the above minimum eligibility criteria will summarily be rejected without further communication in this regard.**

### **GENERAL CONDITIONS:**

- (i) The contractor should furnish the registration details for the EPF, ESI and the Labour license details under the Labour Contract Act. Further, the selected agencies shall be bound to make payment to their workmen through their Bank account and preferably to have their Bank account in State Bank of India branches. If the contractor does not have an account with SBI, they may open a Bank account with SBI for easiness of transactions.
- (ii) The applicant should not have been disqualified / debarred / terminated on account of poor or unsatisfactory performance / blacklisted from any Government, Semi-government, PSU, Banks or any other organizations including any of the Offices/Branches of State Bank of India during last 5 years as on the date of publication of this notice. A suitable declaration to be submitted on the Letter Head of the Firm duly signed by the vendor/ Authorized Signatory. The application of disqualified/debarred/blacklisted/terminated agency/contractor/vendor on account of poor or unsatisfactory performance shall be summarily rejected.
- (iii) Bank may choose to carry out physical inspection of works mentioned by the applicants in their application forms, in addition to calling for confidential reports from the respective employer/client/department to ascertain their capability and quality of works.
- (iv) The performance of all the empaneled agencies shall be reviewed by the Bank periodically and the agencies with unsatisfactory performance and also those who do not respond to **three consecutive tender enquiries without any valid reasons shall be removed from the panel without notice and no correspondence will be entertained in this regard.**
- (v) Agencies who submit/produce a certificate obtained from the current Central Govt/PSU and Nationalized financial institutions employer for satisfactory service and for making payment to the labours in line with the wages mandated in the current minimum wages notification issued by Central Labour Commissioners for the given jurisdiction shall alone be considered.
- (vi) The contractor is required to furnish their PAN No, GST Registration details of firm etc. along with supporting documents.
- (vii) The panel of contractors/vendors will be valid for three years and contractors will be entitled to participate anywhere in the Chennai Circle.
- (viii) Contractor will have to submit valid e-mail ID, cell no. and Digital Certificate to enable the firms for participation in the online procurement/e-tendering. The contractors who get empaneled in this empanelment process shall frequently visit Bank's website <https://bank.sbi> <link> [SBI in the News](#) <link> [Procurement news](#) for getting information regarding the tenders issued from Chennai Circle.

- (ix) For assessing the Annual Turnover of the last 3 years, agencies must submit valid documents viz copy of Income Tax Return, copies of IT assessment order, Profit & Loss Account and Audited Balance Sheet for the last 3 years.
  - (x) The applicant shall agree that the bank to obtain the confidential report from the clients of the applicant contractors, to obtain credit opinion from the Bankers and to verify the work executed by the contractors. The applicant shall make necessary arrangements for the same.
  - (xi) All the pages of application shall be duly signed with stamp of firm by the contractors, else their application shall be summarily rejected.
  - (xii) All the details must be incorporated in the application form downloaded from the State Bank of India's website. Incomplete applications / not fully filled form will be rejected.
- III. The eligible and interested parties shall download prescribed application form and other details from our website

<https://sbi.co.in/web/sbi-in-the-news/empanelment-of-vendors>

The application in the prescribed format with all supporting documents in sealed envelope and super scribed as **'APPLICATION FOR EMPANELMENT OF AGENCIES IN CHENNAI CIRCLE FOR CATERING CUM CARETAKING SERVICES'** shall be submitted at the office of The Assistant General Manager (P&E), State Bank of India, Premises & Estate Department, Local Head Office , 4<sup>th</sup> Floor, , No.16, College Lane, Nungambakkam, Chennai-600006 before the due date and time for receipt of application.

- IV. The prequalification criteria mentioned above is minimum. Thus, the empanelment of agencies shall be considered by the Bank purely on merits, performance of the agencies in timely execution of the work with quality, verification of their credentials / inspection of work for quality, infrastructure feedback / confidential reports of the firms/applicant received from other employers etc. Hence, merely fulfilling the prescribed minimum prequalification criteria shall not entitle the agency for their empanelment.
- V. Bank reserves its right to empanel agency as per its needs. The empanelment of agencies shall be considered on merits within the sole discretion of the Bank and cannot be claimed as right by the applicant and no correspondence shall be entertained in this regard.
- VII. Canvassing in any form including bringing influence from any person/agency/Officials/authorities shall lead to disqualification of the applicant.
- VIII. Bank reserves the right to accept or reject any or all the applications without assigning any reason thereof and no correspondence will be entertained in this regard.

- IX. Any amendments/ corrigendum for empanelment of agencies shall be published in Bank's website only. Therefore, applicants are requested to visit Bank's website regarding modifications/ corrigendum issued.

**Sd/-**

**ASSISTANT GENERAL MANAGER (P&E)**

**BIDDER INFORMATION****ANNEXURE – A**

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. FSSAI Registration NO ISO Certification details.	
8	Names of Directors / Proprietor / Partners / Associates	
9	Biodata of Partners / Associates (Details may be given in the enclosed format separately)	
10	Name and value of similar works completed during the last 5 years (Details may be given in the enclosed format -Annexure 'B')	
11	List of Professionals / Technical / Non-technical Personnel employed permanently (Details may be given in the enclosed format -Annexure 'D')	
12	Banker's Name & address (Enclose latest solvency certificate from the bankers)	
13	Latest Income Tax Clearance Certificate (copy to be enclosed)	
14	List of empanelment / enlistment / registration with other Organizations / statutory bodies etc. If so, furnish their names, category and validity.	
15	Annual turnover for the last 3 financial years (year-wise) ending 31.03.2021 (to be supported by Form GST-9)	
16	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.

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 area of the facility/guest house to which comprehensive caretaking services rendered.	Actual tenure of the contract	Total cost of the contract	No. of rooms managed	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.

Date:

Place:



**DETAILS OF SIMILAR WORKS ON HAND**

Note: 1. The list is to be substantiated with the documentary evidences such as copies of work orders and satisfactory

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/guest house to which comprehensive caretaking services rendered.	Actual tenure of the contract	Total cost of the contract	No. of rooms managed	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

performance reports (upto 31/10/2022) obtained from the Ps existing client etc. without which the works mentioned herein may not be considered for scrutiny and your application is liable to be rejected.

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

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 Catering services for our Office/Guest house for cooking & supply of lunch for a number of -----per day for the year-----.. Their performance has been satisfactory.

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.

Date:

Place:

### **SCOPE OF WORK/SERVICES TO BE RENDERED:**

- 1) Providing high grade Comprehensive Caretaking Services including Housekeeping and Catering Services with adequate stand-by arrangements to ensure uninterrupted services on all 366 days/24 x7.
- 2) The service provider has to maintain a register furnishing the Name, Address and Character Certificate and latest photograph, telephone number of the contract personnel engaged by him and posted at the Guest House. This register completed in all respects has to be handed over to the Estate Department within 15 days from the date of award of contract.
- 3) The service provider before engaging any person has to get his antecedents checked by the police and the police report to be produced to SBI. Similarly, medical certificate from competent authority should be obtained and produced to SBI. Every two months, the staff should be deputed to Health Centre (s) for medical check-up and report submitted to SBI.
- 4) The service provider should note that the contract is not transferable. He shall not transfer, assign or sublet the contract. In the event of non-compliance of any terms and conditions of the contract, the contracts will be terminated immediately.
- 5) The service provider should ensure that his staff is very polite and courteous while dealing with the guests and should not enter the room occupied by the guests without prior permission. In case of theft of any item from the guest, it is the sole responsibility of the service provider and the value of the same will be deducted from the monthly payments.
- 6) The service provider has to maintain the dining hall clean and as such get the flooring swabbed every night once the guests have vacated. The tables, chairs shall be cleaned and properly arranged, ready for the breakfast. Fortnightly cleaning of ceiling fans, pedestal fans etc. shall be undertaken. The freezers shall be maintained clean. The garbage shall be cleared every day. The surroundings shall be kept clean.
- 7) The service provider has to ensure that kitchen staff washes the kitchen utensils with proper and standard variety liquid washing soap, before preparing any dish and also every day whenever necessary. Similarly, the kitchen flooring should be washed every night using disinfectant once the kitchen service is closed. The exhaust fans should be cleaned every week.
- 8) The service provider has to ensure that his staffs properly wash the plates, glasses and other cutlery. The plates should be kept in the oven before laying the table for serving.
- 9) The service provider has to ensure that only quality water is provided to the guests for drinking. Arrangements should be made to provide hot water to the guests whenever asked.
- 10) The service provider should ensure implementation of code of Conducts in the following areas:
  - a) "NO SMOKING ZONE" boards should be displayed in the dining hall / common rooms in each guest houses.
  - b) Guests should be requested that they should not enter the restaurant in intoxicated condition. No liquor and other intoxicating items should be supplied in the rooms and consumption of same in the guest houses / rooms is strictly prohibited.

- c) The service provider has not to allow any guest and his staff who are on night shift to sleep on the floors of the dining halls / the kitchens and the guest rooms.
- d) The service provider has to arrange to collect and properly distribute / account the guest house wise the allotment letters of the guest houses from the Bank twice a day ie., once in the morning and thereafter in the evening as directed by the Bank.
- 11) The service provider should maintain a register which should be submitted to each and every guest prior to their departure for their comments / suggestions and the same should be presented to SBI. It is the duty of the service provider to check the comments from the guests and initiate remedial measures, whenever required.
- 12) Room charges and mess charges as fixed by the bank, to be recovered from the occupants as per Bank's instructions, before their departure from the guest houses. The room rent recovered during the month should be deposited to the Estate Department on or before the 7<sup>th</sup> of the succeeding month.
- 13) The bank shall have the right to add new guest houses if created by the bank and the service provider shall be under obligation to provide necessary services to the new guest houses also subject to additional payment under the terms and conditions agreed upon. Similarly, the Bank will have the right to take out any of the existing guest houses from the service provider due to reasons whatsoever by giving one month's notice and accordingly the Bank shall reduce the monthly payment proportionately to be made to the service provider.
- 14) Arrival / departure register, and such other registers as prescribed by the Bank from time to time will be maintained by the service provider.
- 15) Any article of furniture, fixture, crockery or equipment broken and damaged should be brought to the notice of SBI.
- 16) Proper records of washing of bed linen, towels etc., should be maintained and periodically submitted to SBI.
- 17) Any major / minor electrical, plumbing or structural defects are to be brought to the notice of the Bank's officers. All replacement of fluorescent lights / bulbs / electrical fixtures will be made by SBI.
- 18) No unauthorized persons should be allowed in the guest houses. Persons booked by the Bank will only be permitted to stay at the guest houses.
- 19) Under no circumstances the service provider or his employees should bring their family to dwell in the guest houses.
- 20) The educational qualification for the service provider should be minimum of +2
- 21) The service provider shall provide weekly off / holidays to his workmen as per labour laws, but it shall be his responsibility to ensure uninterrupted services to the Bank on all days.
- 22) The service provider should maintain following register and will produce to the officials of the Bank for verification on quarterly basis.
  - a) Electricity Bills paid Register
  - b) Telephone Bills paid Register
  - c) Consumable items purchase Register
  - d) Linen items Requisition and purchase Register
  - e) All Registers, Records and Accounts under the Minimum Wages Act, Contract Labour (regulation act and any other statutory requirements and such other registers as per proforma as prescribed by SBI.
- 23) The service provider should ensure the following:

- a) There should be one caretaker (guest houses) who shall be in touch with the Bank on day to day basis.
  - b) Serve bed tea / coffee to the guests as directed by SBI.
  - c) Serve breakfast and evening tea / coffee snacks to the guests as directed by SBI.
  - d) Serve lunch, dinner to the guests as directed by SBI.
  - e) Supply of fruit bowls with minimum 4 types of fruits and some good quality toffees as directed by SBI.
  - f) Cater to the parties during seminars, workshops and other official functions as and when directed by SBI.
  - g) Washing all the linen, towels, tablecloth, curtains etc provided to the rooms through the dhobi and payment to be made by the service provider.
  - h) All around maintenance of the premises and surroundings shall be done by the service provider.
  - i) Every room shall be provided with one English national newspaper and one financial paper.
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**FORMAT AGREEMENT BETWEEN BANK AND COMPREHENSIVE CARETAKING  
AGENCY**

**THIS AGREEMENT** made at \_\_\_\_\_ on this \_\_\_\_\_ 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 Madame Cama Road, Mumbai – 400 021 and one of its Local Head Office / Zonal / Regional / Branch / other Offices at \_\_\_\_\_ (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** the Bank has invited offers for rendering Comprehensive Caretaking Services of the Guest House at ..... more fully described in the tender document (hereinafter referred to as “CONTRACT” or “WORK” or “SERVICES”).

**AND WHEREAS** the contractor offered its / his services for a consideration more fully described in the tender document along with prescribed as hereunder here in above referred to as “SCOPE OF WORKS” which forms part of this agreement.

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

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

1. The Contractor shall arrange for the services at the establishment. He shall adhere to the Schedule as to the time and work to be performed as mentioned in the Schedule more specifically described hereunder.
2. The charges payable by the Bank to the Contractor for rendering the services enumerated will be as per the rates quoted in the Price Bid of Contract. The details of which are as detailed in Annexure.
3. 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.

4. All the materials used for services should be certified ISI mark and or as per the brand names/others as may be specified by the Bank. Food Ingredients/raw materials, Chemicals, Sprays, detergents and other materials should be of high quality satisfactory to the Bank and shall be procured from reputed dealers / shops. The contractor shall arrange for their purchases on his own and shall bear all expenses in connection with such purchases including their transportation.
5. The contractor shall always have on his active rolls the services of sufficient number (as indicated in his offer document) of able, efficient, clean healthy, honest, well-behaved and skilled persons including qualified technical or supervisory staff for rendering services at the establishment/s.
6. The contractor shall 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.
7. The contractor shall strictly comply with all extant 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.
8. 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.

9. The contractor shall provide proper uniform to all personnel and ensure their cleanliness and upkeep.
10. 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.
11. The Contractor shall discharge his obligations under these presents most diligently, efficiently and honestly.
12. 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 as per prevailing Stamp Act.
13. The contractor shall alone bear all taxes, rates, charges, levies or claims whatsoever as may be imposed or levied by the State / Central Government(s) or any local body or authority for and in connection with the rendering services.
14. The Contractor will be obligated to meet the Premises Committee once in a month for assessing and monitoring the quality of housekeeping services rendered as may be decided by the Bank and for which notice will be given to the contractor either in person or by a written communication. The Contractor shall comply with such observations/feedback made and furnished by the Bank for improvement of the services by him/ her. However, the continuance of the contract shall be subject to review of the performance from time to time and in case the performance is not found to be satisfactory by the Bank for any period under such review, the Bank at its discretion, reserves its right to terminate these presents under due notice to the Contractor without incurring any further liability therefore.
15. The agreement shall come into force and be effective from the date of work order and holds valid till the completion of 1 (one) year subject to the review of satisfactory performance as mentioned hereinabove. 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. The contractor may, after giving three months' notice to the Bank terminate the contract. If he so desires at any time during the course of the currency of this agreement. The contract may be renewed for a further period of 12 months under the same terms and conditions stated in this agreement with mutual consent.

16. The contractor shall deposit a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as SECURITY DEPOSIT with the Bank for due fulfilment and performance of the contract. The Security Deposit shall be held in Term Deposit with the State Bank of India in the joint names of Bank and the contractor and all deposit receipt will be kept in the custody of the Bank. The Security Deposit along with interest accrued will be returned to the contractor after three months from the date of expiry of contract subject to 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.
17. The Contractor undertakes, accepts and admits absolute and complete responsibility for the service conditions, claims, damages and other compensations of the personnel enrolled by him and will be liable for and unequivocally assume responsibility for due compliance with all the requirements of all statutory obligations, duties and liabilities (including insurance) and to pay all such claims, costs, damages, expenses, fines, penalties and compensation which may arise out of any claim, suit or prosecution for contravention thereof. The contractor shall indemnify and keep the Bank indemnified from and against all such claims, demands, costs, charges, fines or penalties and compensations etc. if any as aforesaid.
18. 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.
19. 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. If any event, if the Bank is held accountable or made liable to make good the loss or penurious situation suffered by the workmen of the Contractor or his family on account of death , injury /disablement of such workmen at work of any other reasons whatsoever, the contractor shall indemnify and keep the Bank indemnified from and against all such disbursements , compensations, outlays on compassionate grounds etc, if any incurred.
20. The Contractor will submit the bills for the services rendered, only at the end of each month to the authorized officer and who will scrutinize the bills and if found in order, certify for payment along with the certificate to the extent that all the 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.

21. 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.
22. In case the Contractor fails to fulfil his obligations for any day or any number of days to the satisfaction of the Bank, for any reason whatsoever, he shall pay by way of liquidated damages a sum amounting to 5% of the total annual contract value and the Bank shall without prejudice to their rights and remedies including the termination of the contract, be entitled to deduct such damages from the money, if any, payable by them to the Contractor or the security deposit available in the bank.
23. 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.
24. 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.
25. 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 there under. The Contractor shall comply with all rules and regulations in force under the said Act and Rules. The Contractor shall comply with all applicable laws, Rules and Regulations relating to Provident Fund, Payment of Bonus, Minimum Wages or any other Statutory / Regulatory requirements. Any dispute regarding such dues shall and be dealt with and settled by the contractor.
26. The Contractor shall in terms of the provisions of Sections 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.

27. 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.
28. 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.
29. 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.
30. 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.
31. If during the currency of the Contract, any Statute, 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.
32. Any indulgence, forbearance or waiver, granted or shown or made on the part of the Bank will not prejudice its rights under the contract.
33. The courts in Chennai City (Tamil Nadu State) alone shall have jurisdiction in respect of any matter touching these presents.

### **Liquidating Damages**

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

### **Statutory and other Regulations**

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

### **Arbitration**

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

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

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

The venue of arbitration shall be Chennai, India.

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

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

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

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

**Inspection:**

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

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

**Termination of the Contract**

The Bank reserves the right to terminate the agreement in case of breach of any terms and conditions of this agreement& scope of work by the Contractor, one month notice. The Bank also reserves its right, to claim damages for such breaches and the decision of the bank in this regard shall be final. Bank can terminate the agreement if the services provided by the Contractor are found to be unsatisfactory. Delivery of the services and performance of the services shall be made by the contractor in accordance with the time schedule and other terms and conditions as specified in the RFP. Any delay in performing the obligation/ defect in performance by the contractor may result in imposition of liquidated damages, invocation of Performance Bank Guarantee and /or termination of contract.

**Force Majeure**

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

IN WITNESS WHEREOF THE BANK and the contractor have set their respective hands to theses presents and duplicates hereof the day and year first hereinabove written

## SIGNATURE CLAUSE

Signed, Sealed and delivered by the State Bank of India

Shri. ....

.....

(SEAL & SIGN OF THE EMPLOYER)

(Name & Designation)

In the presence of

Witness No.1.....

Witness No.2.....

Signed, Sealed and delivered by M/s. ....

(SEAL & SIGN OF THE CONTRACTOR)

(Name with full address)

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/Catering and Caretaking services 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 Calendrer 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 of each worker employed by us details of each and every employee.

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 of 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.

**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 two (2022) 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 Centre at Madame Cama Road, Mumbai– 400 021.

Whereas State Bank of India has invited tenders from the empanelled contractors for providing Housekeeping, Cleaning & Maintenance Services/Catering and care taking services at \_\_\_\_\_.

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 no. \_\_\_\_\_.

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 mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations, any possible damage to the building and members of public in course of execution of the work for which Contractor shall be solely responsible.

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**