



TENDER ID. BAN/AO1/BES/25

NOTICE INVITING e-TENDER

FOR

**INTEGRATED FACILITY MANAGEMENT SERVICES
COMPRISING HOUSEKEEPING AND MAINTENANCE FOR
SBI, K.G ROAD OFFICE COMPLEX, BENGALURU.**

Technical & Financial Bid

**State Bank of India,
Administrative Office-1,
First floor, Mysore Bank Circle,
K.G Road, Bengaluru-560009,
Karnataka**

Notice Inviting Tender

Issued to:

M/s
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Part-I

Notice inviting e- Tenders (Ref No. TENDER ID: BAN/AO1/BES/25)

Deputy General Manager(B&O), State Bank of India, Administrative Office-1, Mysuru Bank Circle, Bengaluru - 560009, Karnataka *invites e-tender for the following works from* Bank's empaneled facility management (housekeeping) contractors for works up to 180 lakhs per year *in Bengaluru Circle.*

Eligible contractor can download the tender from the website: <https://etender.sbi> from 05.02.2024 to 18.02.2024 up to 3.00 pm.

e-Tender contact person: Fahad Khan - 6352631766/Shaiikh Nasruddin - 6352632098/Jay Vyas - 9265562819/ Mubassera - 7859800621 / Hiral Purohit - 6352631968

Engineer in charge contact No. 7760436124

1	Name of Work	<u>INTEGRATED FACILITY MANAGEMENT SERVICES CCOMPRISE HOUSEKEEPING AND MAINTENANCE FOR SBI , K.G ROAD OFFICE COMPLEX, BENGALURU.</u>
2	Period of contract	Initially for one year with an option to renew for one more year if found satisfactory.
3	Earnest Money Deposit	EMD for ₹1,69,300/- (Rupees One lakh sixty nine thousand three hundred only) to be submitted in the form of DD in favor of "State Bank of India", payable at Bengaluru and to be submitted to Deputy General Manager (B&O), State Bank of India, Administrative Office-1, Mysuru Bank Circle, Bengaluru - 560009, Karnataka, on or before 3.00 pm on 22.01.2024 and same to be scanned and uploaded in tender portal.
4	Security Deposit	2% of contract value including EMD.
5	Additional Security Deposit (ASD/APG)	<p>Bank reserves the right to obtain additional security deposit if:</p> <ul style="list-style-type: none">the price bid is below 7.50% of the estimated cost put to tenderthe amount of such ASD/APG shall be the difference between 92.5% of the estimated cost put to tender and the quoted price. <p>DD / Bank Guarantee or FDR Receipt favouring State Bank of India but drawn on any other Nationalised Bank</p>

		shall be accepted as ASD / APG.
6	Last date and time of receipt of e-tender	18.02.2024 at 03.00 pm
7	Date and time of opening of e-tendering	18.02.2024 at 03.30 pm
8	Mode of Tender submission	Tenders will be accepted only in e-tender portal https://etender.sbi
9	Submission of Technical Bid	Contractors shall download the entire tender documents including technical bid to get acquainted with the terms and conditions and shall fill up and upload all pages compulsorily without fail in the e-tendering portal after affixing the signature and seal. Tender will be rejected if not uploading the same in the portal. However successful tenderer (L1) should submit the tender document duly signed with company seal and date to Deputy General Manager (B&O), State Bank of India, Administrative Office-1, Mysuru Bank Circle, Bengaluru - 560009, Karnataka, in person within 3 days from date of receipt of confirmation.
10	Validity of offer	90 days.
11	Liquidated Damages	The liquidated damages shall be 0.5% per week subject to a maximum of 5% of contract value.
<p>➤ In case the date of e- tendering is declared as a holiday, the tenders will be opened on the next working day at the same time.</p> <p>➤ SBI has the right to accept/reject any/all tenders without assigning any reasons.</p>		

Deputy General Manager (B & O),
AO-1, Bengaluru South,
K.G Road Office Complex,
Bengaluru - 560009

Seal & signature of the contractor
Date

TENDER DOCUMENT

PART A: INSTRUCTIONS TO TENDERERS AND GENERAL CONDITIONS

INSTRUCTIONS TO CONTRACTORS.

This tender is for integrated facility management services comprising housekeeping and maintenance for SBI, K.G Road Office Complex, Bengaluru. It is a double Bid system containing Technical and Price Bid.

In their own interest the contractors are advised to use their own specific seals and desist from using currency coins for the purpose. Tenders with incomplete or broken seals are liable to be rejected, the matter solely resting at the discretion of the Employer. If a Contractor does not quote for one or more items, the Tender will be considered as incomplete and will be rejected.

2. Employer have the right to accept or reject any tender without assigning any reason for doing so and does not bind itself to accept the lowest or any other tender.

3. General Specifications are for guidance only.

4. Employer” shall mean **State Bank of India, Administrative Office-1, Mysuru bank Circle, Bengaluru-560009, Karnataka.** and shall include his/their heirs, legal representatives, assignees and successors.

5. Rate excluding GST

6. Work should be carried out with least disturbance to the occupants of adjacent offices/branch.

7. The contractor shall use only approved materials/makes etc. however; Bank/committee will finalize the best available materials/makes in the market on submission of samples by the L1 vendor from the approved brands as listed in the tender documents.

Deputy General Manager (B&O),
State Bank of India,
Administrative Office-1,
Mysuru Bank Circle, Bengaluru-560009,
Karnataka.

TENDER FORM

NAME OF PROJECT: Integrated facility management services comprising housekeeping and maintenance for SBI , K.G Road Office Complex,Bengaluru.

Dear Sirs,

I/We the undersigned have carefully gone through and clearly understood after visiting the site and the Tender drawings and tender documents comprising of the tender form, notice to contractors, and conditions for building contract, Special Conditions, Specifications and Schedule of Probable quantities and Draft Agreement prepared by SBI.

I/We do hereby undertake to execute and complete the whole or part of the work (as desired by you) at the respective rates which/I/We have quoted for the respective items of the Probable Bill of Quantities.

I/We are depositing as Earnest Money a sum of **Rs.1,69,300/-** in favor of “State Bank of India”, payable at Mysuru Bank Circle Branch along with this tender for due execution of the work at my/our tendered rates together with any variations which shall be adjusted by the Employer at prices based on our tendered rates. I/We shall deposit further sum equivalent to 2% of tender amount, less EMD paid in the event of my/our tender being accepted, towards initial security deposit.

In the event of this Tender being accepted, I/We agree to enter into an agreement as and when required and execute the contract according to your form of Agreement, within **7 days** of receipt of work order, in default thereof, I/We do hereby bind my-self/ourselves to forfeit the aforesaid initial security deposit.

Further, we confirm that we will commence work within seven days from the date of issue of work order or on which contractor is instructed to take possession of the site, whichever is later.

I/We agree not to employ Sub-contractors other than those that may be specifically approved by the Employer for this contract work.

I/We agree to and to get the employees of contractor & Employer engaged on the work at site shall be insured. All the rates quoted by me/ us are inclusive of the same in full and nothing extra shall be claimed anytime on account of any of these.

I/We agree to pay Income tax, to be deducted at source, at the rate prevailing from time to time on the Gross value of the work done, and the rates quoted by me/us are inclusive of same.

Yours faithfully,

Contractor's Signature

Address:

Date:

NOTICE TO CONTRACTOR

ADDRESS OF THE CONTRACTOR

NAME OF PROJECT: Integrated facility management services comprising housekeeping and maintenance, gardening services for SBI K.G Road Office Complex, Bengaluru.

Dear Sirs,

State Bank of India, Administrative Office-1, Mysuru Bank Circle, Bengaluru-560009, Karnataka have pleasure in inviting you to tender for the aforesaid work.

The scope of work broadly as given below is for Integrated facility management services comprising housekeeping and maintenance for SBI, K.G Road Office Complex, Bengaluru.

Tender Documents should be filled and uploaded on the site of <https://etender.sbi>.

1. The tenderer must obtain for himself, on his own responsibility and at his own expenses, all the information which may be necessary for the purpose of filling this tender and for entering into a contract for the execution of the same and must examine the drawings and inspect the site of the work and acquaint himself with all local conditions and matters pertaining thereto.
5. Each of the tender document's page is required to be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General conditions etc., as laid down. Any tender with any of the documents not so signed will be rejected.
6. The tender documents must be filled in English and all the entries must be made by hand and written in ink. If any of the documents are missing or unsigned, the tender shall be considered invalid.

7. Each and every one of all erasures and additions/alterations made, while filling the tender, must be attested by initials of the tenderer. Over-writing of figures must be attested by initials of the tenderer. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void. After submission of the tender no advice or any change in rate or conditions will be entertained. All the rates should be quoted both in figures and words. In-case of any discrepancy in rates quoted in words/figures and the amounts, the rate quoted in words shall be taken as final and binding.
8. The tender shall be valid for a period of 90 days from the date of opening.
9. TOTAL SECURITY DEPOSIT: shall comprise of:
 - (i) Earnest Money deposit
 - (ii) Initial Security deposit
 - (iii) Additional Security Deposit/Additional Performance Guarantee (if any)
- 9.1 The intending tenderer shall deposit with SBI, Mysuru Bank Circle Branch, by Demand Draft a sum of Rs.1,69,300/- as the Earnest Money, as a guarantee of good faith, which amount shall be forfeited as liquidated damages, in the event of any evasive/direct refusal or delay in starting the work and or signing the contract. The deposit of the unsuccessful tenderers will be returned, without interest, immediately after a decision is taken regarding the award of the contract. The Earnest money of the successful tenderer will be adjusted towards Security Deposit. A tender not accompanied by Earnest money deposit will not be considered.
- 9.2 The successful tenderer will have to pay further sum equivalent to 2% of his contract value, less EMD already paid, as initial Security Deposit (ISD) by means of a D.D./SBI's cheque within 7 days from the date of issue of work order to commence work. The EMD and Security deposit thus paid shall be held by the State Bank of India as Security deposit, for due execution and fulfillment of the contract, till the completion of the work and defect liability period in all respects and shall not bear any interest.
10. Within seven days of the receipt of intimation from the Employer of the acceptance of his/their tender, the successful tenderer shall be bound to sign an agreement, on a stamp paper in accordance with the Draft Agreement and conditions of contract attached herewith, but the work order or the written acceptance of a tender by the Employer will constitute

a binding agreement between the Employer and the person tendering whether such formal contract is or not signed by the contractor.

11. All compensation or other sums of money payable by the contractors to the clients, under the terms of this contract, may be deducted from the Security Deposit or from any sum that may be or may become due to the contractor on any account whatsoever, and in the event of the Security deposit being reduced by reasons of any such deductions, the contractor shall within **15 days** of being asked to do so make good in cash or cheque, any sum which have been deducted from his security deposit.
12. The rates quoted by the contractor shall include all taxes excluding GST.
13. The unit prices shall be deemed to be fixed prices. In case of extra labours are engaged, a record of labour charges paid shall be maintained and shall be presented every month for extra regularly to the Employer for checking. The settlement will be made based on figures arrived at jointly and taking into account unit prices of labours mentioned in the contract assigned to the successful tenderer. **The rates quoted shall be excluding GST.**
14. Employer do not bind themselves to accept the lowest or any tender and reserve to themselves the right to accept or reject any or all tenders, either in whole or in part, without assigning any reason whatsoever for doing so.
15. No employee of the Bank is allowed to work as a contractor for a period of two years of his retirement from Bank service, without the previous permission of the Bank. This contract is liable to be cancelled, if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Bank as aforesaid before submission of the tender or engagement in the contractor's service.

Part-I (B) - TERMS AND CONDITIONS

1. **Tender documents** bearing seal and signature of authorized representative along with prescribed EMD shall be submitted in a sealed cover superscribing **"Integrated facility management services comprising housekeeping and maintenance for SBI K.G Road Office Complex, Bengaluru"**
2. Each page of the Tender document, Technical Specifications, Terms & conditions, BOQ, etc. **shall be stamped & signed by the authorized person.**
3. Tender **without EMD** as prescribed shall **summarily be rejected.** EMD of unsuccessful tenderers will be returned / refunded within 30 days of award of Contract without interest.

4. The tenderer must obtain himself on his own responsibility and expenses, all information and data which may be required for the purpose of filling this tender document. The Tenderer is requested satisfy himself regarding the site conditions, transport and communication facilities, labour, the law-and-order situation, climatic conditions, local authorities' requirement, traffic regulations etc. The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.
5. Rate quoted shall be excluding GST and the same shall be paid extra over & above the actual value of work, as applicable at the time of bill payment. L1 tenderer will be evaluated based on final amount excluding GST. As such, all the contractors are advised to quote rates excluding GST component.
6. The successful tenderer shall be bound to accept the offer within 7 days of LOI in writing. In case of non-acceptance by L1 tenderer, EMD shall be forfeited.
7. Work shall be completed in all respect to the satisfaction to the Bank. Time is the essence of contract and any delay in completion shall lead to invoking appropriate penalty clause as per Bank's extant guidelines.
8. In case of delay without proper justification, Bank shall levy Liquidated damages @ 0.5% per each week of delay subject to maximum of 5% over final value of work.
9. Contractors should ensure strict adherence to the tender specifications and shall ensure prior approvals are obtained for all the samples from the Engineer In charge before commencement of any work. Bill/invoice copies justifying basic rates of materials used shall be produced before installation.
10. Contractor shall ensure safety of other residents and properties of Bank/society. Any damages caused by the negligence of contractor while execution should be restored & made good by the contractor at his own cost and risk.
11. Contractor is liable for all the safety measures of workmen and covering them with all necessary insurance policy and also third-party insurance. Contractor has to indemnify the Bank from any untoward incidents at site.
12. Contractor should ensure for valid labour license, if applicable, as per extant guidelines of local civic authority.
13. Work has to be carried out with nil/least inconvenience to the occupants of the nearby offices/residents.
14. All the contractors shall ensure strict adherence with society's / local security norms etc.
15. Bank reserves the right to accept or reject or split any or all tenders without assigning any reasons thereof.
16. Please read these instructions carefully before filling up the application form.
17. Conditional Tenders are liable to be rejected

18. All the Bank's (SBI) empaneled facility management (housekeeping) contractors for works up to Rs.180 lakhs per year in *Bengaluru Circle* are eligible to participate in e - tender.

a) **Valid digital Signature** - Bidders may approach e-auctioneers or any other authorized agency to obtain digital signature with signature and encryption facility.

b). **Login ID and Password** - Will be sent to the e-mail ID of the eligible bidders by e- auctioneers prior to e-auction

c). Bidders should **login and bid** during the e-tender hours on the date of e-tender as per rules.

d). For any clarifications regarding submission of technical bid, e-auction procedure etc., the bidders may contact during office hours.

19. **PROCEDURES FOR SELECTING SUCCESSFUL BIDDER:** All bidders fulfilling the eligibility criteria are required to participate in the e-tender to be conducted by e- procurement agency (M/s e-Procurement Technologies Ltd,) of State Bank of India. State Bank of India reserves the right to reject any or all application(s) without assigning any reason thereof

20 The contractors will be allowed to inspect the premises during Office time, working dates in the presence of officials of the Bank and shall thoroughly satisfy themselves of the nature, conditions of the premises.

21 **Technical Bid:** - Technical bid can be downloaded from Bank's website <https://sbi.co.in> or <https://bank.sbi> under "SBI in the news→ Procurement News - Tender for ""**INTEGRATED FACILITY MANAGEMENT SERVICES COMPRISING HOUSEKEEPING AND MAINTENANCE FOR SBI K.G ROAD OFFICE COMPLEX, BENGALURU**".

22 **Price Bid:** - Online bidding will be carried out by e- auction and arrangements will be made through M/s e-Procurement Technologies Ltd, who will be the authorized service provider for the same, at Bank's web portal <https://etender.sbi>, on pre-specified date. The eligible bidders shall be trained by our service provider, for taking part in the e-auction. Internet connectivity and other paraphernalia requirements shall have to be ensured by the bidders themselves and failing which, neither the Bank nor the authorized service provider are responsible.

23 Any information contained in this document will be superseded by any later e mail information on the same subject made available/accessible to Bidder(s) by SBI. All the bidders are advised to see amendments to the bid document, if any, before submission of the bid. Any further Addenda/ Corrigenda/ Extension of Dates/ Clarifications/ Responses to bidders' queries in respect of the above tender shall be posted in Bank's website www.sbi.co.in under "SBI in the News→ Procurement News" and bidders need to download and submit the same with the bid. In case the bidder does not submit the amended Addenda/ Corrigenda/ Extension of Dates/ Clarifications/ Responses to bidders' queries etc., it will be presumed that

- the bidder has seen the amendments / Addenda/ Corrigenda/ Extension of Dates/ Clarifications/ Responses to bidders' queries etc. and bid would be evaluated accordingly. The decision of the Bank in this regard will be final.
24. Bank reserves the right to cancel the e-auction altogether at any stage without assigning any reason. In such an event, Bank shall refund the EMD within 30 days without interest
 25. AMENDMENT OF BID DOCUMENTS: The Bank has the right to modify the bid document, if found necessary. Such modifications shall be posted in Bank's website www.sbi.co.in and the same shall be binding on all parties.
 26. Contractor shall comply with all labour laws, legislation's including, the payment of minimum wages acts as per Central Govt, Employers Liability Act, including P F Act, Gratuity Act, Insurance Act, Bonus Act, Workmen compensation Act, Contract Labour (Regulation and Abolition Act and any other act or enactment relating thereto, and rules framed there under from time to time etc.
 27. The applicable taxes will be deducted from the bill as TDS
 28. Contractor shall keep the bank saved harmless and indemnified against claims of any of the workmen and all costs and expenses as may be incurred by the bank in connection with any such claim that may be made by any workmen.

Signature of the contractor
Date:

Part (C) - GENERAL CONDITIONS OF THE CONTRACT

DEFINITIONS:

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

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

‘Employer / Bank’ means SBI and *State Bank of India, Administrative Office-1, Mysuru Bank Circle, Bengaluru-560009, Karnataka.*

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

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

‘Site’ means Branches located at various centers of *State Bank of India, K.G Road Office Complex, Mysuru Bank Circle, Bengaluru-560009*, where the works are to be carried out.

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

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

‘Works’ or ‘work’ means **integrated facility management services comprising housekeeping and maintenance for SBI K.G Road Office Complex**, to be executed in accordance with the contract and includes labour, materials, apparatus, equipment of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

‘Month’ means calendar month.

‘Week’ means seven consecutive days.

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

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

2.LANGUAGE:

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

3.INSPECTION OF SITE:

The tenderers are advised to inspect the building and finishes (glass, aluminum composite panel, crystalline glass, Italian marble, granite, tiles, carpets, stainless steel cladding, veneers, laminates etc.) before quoting their rates. It is expected that the tenderers will provide high quality services without damaging the existing finishes provided in the various areas of the premises.

4.CONTRACTOR TO INFORM HIMSELF FULLY:

The service contractor shall be deemed to have carefully examined the work, site conditions including labour availability, various conditions, job requirements, schedules of equipment and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carry out their own investigations to arrive at the rate(s) to be quoted in the tender. In this regard, they will be given necessary information available with the Employer. If the contractor shall have any doubt as to meaning of any portion of the conditions, or the scope of work or any other matter concerning the contract, he shall in good time, before submitting his tender, ascertain the particulars thereof by contacting the concerned officials before tendering. Once the tender is submitted, the matter will be decided according to contract conditions. For clarifications / doubts, the contractors may make full use of the pre-bid meeting which would be conducted at SBI, AO-1, K.G Road,Bengaluru, as detailed in the NIT. Written enquires to be submitted one day prior to pre-bid meeting.

5. WORK TO BE CARRIED OUT:

The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants and equipment which may be required for carrying out the work satisfactorily.

6. SUFFICIENCY OF TENDER:

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

7. AWARD OF CONTRACT:

- (i) The SBI will award the contract to the successful lowest tenderer whose tender has been determined to be substantially responsive and has been determined as successful evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- (ii) The SBI reserves the right to increase or decrease the quantum of service to be provided and also reserves the right to cancel or revise any or all the tenders or part of tenders without giving any reasons thereto with no cost to the SBI.
- (iii) The SBI reserve their rights to split the scope of work to different agencies within its sole discretion.
- (iv) If the scope of work under this tender cover more than one sites / offices / complexes / colonies / apartments having separate Price Bids, the SBI may entrust the work to more than one bidder within its sole discretion and no claim compensation for the same shall be entertained.
- (v) The successful bidder(s) shall be bound to execute separate agreement for each site. Also, the SBI reserve their rights to withdraw/cancel/delete any work of any site in part or whole any time during the currency of contract by giving one month's notice in writing without assigning any reasons therefor and the contractor shall have no right to make any representation for the same.

8. Signing of contract Documents

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract with SBI within 7 days from the receipt of intimation of acceptance of the tender by the SBI. However, the written acceptance of the tenders by the Bank will constitute a binding agreement

between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.

9. WORK ORDER:

Within the validity period of the tender, the Employer shall issue a work order by registered post / courier or otherwise handover personally to the contractor to enter into an agreement for carrying out the work as per the terms of the tender. The work order shall constitute a binding contract between the Employer and the Contractor.

10. CONTRACT DOCUMENT:

On receipt of work order from the Employer, the successful tenderer shall be bound to implement the contract and within 7 days thereof, he shall sign an agreement on a non-judicial stamp paper of appropriate value. The contractor shall be furnished, one certified copy of the contract documents as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

11. EARNEST MONEY DEPOSIT (EMD)

The tenderer shall furnish EMD of Rs.1,69,300/- (Rupees One lakh sixty nine thousand three hundred only) in the form of Demand Draft / Banker's Cheque / Pay Order drawn in favour of SBI, payable at Bengaluru. No tender shall be considered unless the EMD is so deposited in the required form along with the tender.

No interest shall be paid on EMD.

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

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

12. FORFEITURE OF EMD:

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

- a. Security Deposit is not submitted within the stipulated time.
- b. Agreement is not entered within stipulated time.
- c. If the tenderer revokes his tender during the period, he is required to keep his tender open for acceptance by the Employer or
- d. The tender is accepted by the Employer, but the contractor fails to enter into a formal agreement or
- e. Fails to commence the work within the stipulated time.
- f. If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of contract

13. SECURITY DEPOSIT:

- i. The successful bidder should submit a Security Deposit for 2% of awarded Annual contract value in the form of FDR/TDR issued by any Nationalised Bank in favour of SBI, payable at Mysuru Bank Circle Branch, Bengaluru, within fourteen days from the date of acceptance of the tender for due performance of the Contract.
- ii. The contractor may choose to deposit the prescribed Security Deposit by way of Bank Guarantee issued by a Scheduled Bank in India other than SBI in the format approved/provided by the SBI. The Bank Guarantee should be valid for initial contract period of 1 (One) year from the date of commencement of contract. The bank guarantee should also contain a claim period of three months from the last date of validity. The BG shall be further renewed on yearly basis subject to renewal of the contract by the SBI.

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

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

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

17. ASSIGNMENT, SUBLETTING AND CONTRACTOR'S SUPERINTENDENCE:

The whole of work included in the contract shall be carried out by the contractor and he shall not directly entrust and engage or indirectly transfer assign or underlet the contract or any part or share thereof or interest therein without the written consent of the Employer and no undertaking shall relieve the contractor from the responsibility of the contractor from active superintendence of the work. In case of breach, the SBI shall be at liberty to serve notice and rescind the contract along with forfeiting of the EMD (i.e. security deposit) and invoke the bank guarantee / performance guarantee if required.

18. PROTECTION OF WORKS AND PROPERTY:

The contractor shall continuously protect the Employer's properties from damage or loss arising in connection with contract. He shall make good any such damage, injury, loss resulting due to his fault or negligence except due to causes beyond his control. In case the contractor fails to make good the losses caused to the bank due to his fault or due to negligence of his staff, SBI reserves the right to invoke the security deposit as stated above to cover such losses.

The contractor shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of government and local bodies safety laws and building codes to prevent accidents, or injuries to persons or property in or adjacent to his place of work. The contractor shall take insurance covers as specified elsewhere in the contract at his own cost. The policy shall be taken in joint names of the Employer and the contractor.

19. CONTRACTOR TO SUPPLY TOOLS & PLANTS ETC.:

- Schedule of major equipment to be kept at site should be attached:
- The list of major equipments to be deployed by the contractor should be enclosed.
- The equipments to be kept on site should be absolutely new and the contractor should submit the copies of the purchase bills to Bank.
- The contractor should ensure that the equipment provided on site are functioning at all times.

20. WAGES TO BE PAID:

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

The payment will be made as per actual manpower deployed for the housekeeping works and on satisfactory completion of the work and on submission of the bill.

All payments by the Bank under this contract will be made only at Bengaluru in Indian Rupees and shall be within 2 to 3 weeks from the submission of bills including period of checking subject to bills being complete in all respects as mentioned in the tender and, in the format, to be mutually agreed.

All taxes prevailing during the currency of contract shall be payable by the Facility Management (FM) Service Contractor within the accepted tender amount only and the Bank will not entertain any claim whatsoever in this respect except GST.

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

The following components should necessarily be present in the pay structure applicable to the house keeping staff and the break-up of same should be submitted by the Contractor in their price bid:

- Basic Pay
- D.A.
- EPF
- ESIC
- Bonus
- Any other statutory compliances in details

Please note that all the above components should be necessarily present in the pay structures to be adopted /paid to all the categories of staff viz. Facility manager, Manager, Supervisors, attendants (both male and female). The contractor may like to add any other component as they may desire to the above list to have better staff.

The contractor shall compulsorily submit the detailed pay structures he proposes to give to each of his category (along with components as instructed above and
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also adding any other component he desires to give over and above, to any or all of the categories along with the price bid. The tenders quoted without complying payment of Minimum wages along with EPF/ESI/DA, etc. shall be summarily rejected/disqualified.

21. PROCUREMENT OF CLEANING AND OTHER MATERIALS:

All the cleaning materials and consumables required for the work shall be supplied by the Bank.

22. UNIFORM:

The contractor shall provide New Uniform (with Company's name badge) including Safety Shoes, Helmet, Safety Belt, Hand Gloves etc. to all its employees deployed in the premises within the quoted rate(s) and no extra payment shall be made to contractor on this account.

23. PAYMENT OF BILLS BY THE BANK:

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

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

- i. PF deposited receipt issued by EPF Dept. for the month for which the salary is being paid.
- ii. A separate sheet mentioning the names of the staff deputed at SBI Site,
- iii. Wages/Salary amount credited in the Bank's account of individual,
- iv. Amount of PF & ESI Deposited in their respective account. The statement should have the PF number of the staff and the agency shall fix its official seal and signature on the statement.
- v. A separate covering letter undertaking that the PF amounts have been credited rightly as per the statement enclosed should also be submitted.
- vi. ESIC deposited receipt issued by ESIC Dept. for the month for which the salary is being paid along with separate sheet mentioning the names of the staff deputed at SBI Site (name of site to be mentioned) and the amount credited against their account with the ESIC office.
- vii. The statement should have the ESIC number of the staff, and the agency shall fix its office seal and signature on the statement. A separate covering letter undertaking that the ESIC amounts have been credited rightly as per the statement enclosed should also be submitted. For staff who are out of

the ESIC ambit, clear details of number of people covered under ESIC and Workmen compensation policy shall be indicated.

- viii. The original wages register, signed by your employees deputed to SBI sites, in token of receipt of payment for the previous month, should be submitted for certification of SBI representative, as the principal Employer, every month.
- ix. GST Paid Original Bills/Invoices in support of claims of all the material (including cleansing materials supplied to the residents, material used for Common areas as well as Plumbing, Electrical and any other material supplied/used in the maintenance during the month) duly counter signed by the Officer-in-charge/Engineer from SBI confirming the procurement and use of all such material at site.

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

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

26. WORK ON SUNDAY AND HOLIDAYS:

The contractor has to arrange for engaging his workers on Sunday and holidays, for thorough deep cleaning of the internal and external areas as required by the employer. No Extra payment on this account will be made by the Employer. However, there will be one weekly holiday for each employee on rotation basis.

27. ADDITIONAL WORK:

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

28. COMPLIANCE WITH ALL STATUTORY REQUIREMENTS:

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

The contractor shall give all notices required under the said Act, Rules, Regulations and Bye-laws etc. and pay all fees payable to such authority/authorities for carrying out the work towards the cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees etc. and shall indemnify and protect the Employer and its Employees against such liabilities and / or claim arising out of violation of any such laws, ordinances, orders, decrees and shall defend all actions arising from such claims or liabilities.

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

29. OTHER COMPLIANCES:

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

- Identity card should be issued by the contractors to the contract staff deputed on State Bank of India site.
- All contract staff deputed by the contractor at SBI site should have in possession Identity card issued by the contractors.
- The Payment slips should be issued by the contractors to the staff deputed on SBI site.
- All Contract staff should bear specified uniform bearing badges of Company's name and other safety accessories, viz Helmet, Safety belt, etc.

30. LOCAL LAWS, ACTS, REGULATIONS

The contractor shall strictly adhere to all prevailing labour laws including of contract labour (Regulation and Abolition Act, 1970) and other safety regulations. The contractors shall comply with the provision of all labour legislation including the latest requirements of all the laws, directions and guidelines that are applicable for carrying out the work, including without limitation, the following:

- Minimum Wages Act, 1948

- Payment of Wages Act 1936
- Workmen's Compensation Act 1923 (Amended), as applicable
- Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971
- Apprentice Act 1961
- Industrial Employment (Standing Order) Act 1946
- Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
- Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- Employees State Insurance Corporation Act
- Shop and Establishment Act, as applicable
- Any other Acts Central or States, that may be applicable or bye law or enactment relating thereto, and rules framed there under from time to time.
- Factories Act,
- Employment of Children Act 1938,
- Employers Liability Act 1938,
- Industrial Disputes Act 1947

The contractor shall be liable to pay all such sum, or sums that may become payable as contribution, compensation, penalty, fine or otherwise, which the provision of the said acts, to or on behalf of any workmen employed by the contractor by an authority empowered under the relevant Act.

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

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

31. CONTRACT PERIOD:

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

performance of the Contractor.

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

32. DISMISSAL OF WORKMEN:

The contractor shall on the request of the Employer immediately dismiss from works any person employed thereon by him, who may in the opinion of the Employer be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of any claim for compensation or damages against the Employer or any of their officer or employee. The contractor shall take necessary steps as per law in such situations.

33. TECHNICAL AUDIT / SCRUTINY:

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

34. RECORDS OF DAILY OPERATION:

The Contractor shall maintain and provide comprehensive logbook of cleaning procedure adopted, record of chemicals used, details of daily record of cleaning activity carried out in all units of the buildings.

35. INSPECTION BY EMPLOYER:

- General
- The Employer shall have the right to inspect at all times any tools, instruments, materials / chemicals, staging or equipment used or to be used in the performance of the WORKS. The contractor shall make all parts of the

WORK accessible for these inspections.

- Rejection of work and Equipment
- The Employer shall have the right to condemn any or all tools, instruments, materials / chemicals, equipment or work which does not confirm to the specifications.
- The contractor shall be responsible for any breakage caused by its workers at the site. Breakage of any light fixtures, furniture, tiles, mirror, glass, any other fittings/fixtures provided in the building by the persons employed by the contractor due to their negligence will have to be set right by the contractor at his cost within 3 days of such damages. In case of their failure to do so, the SBI shall be at liberty to get the same done from any other agency at the Contractor's cost, risk and consequences.

36. REPORTING AND RECORD KEEPING:

Management reporting and process reviews

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

Operating Meetings

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

Performance Review Meeting

Performance review meetings shall be held quarterly to review the overall performance of the contractor. The Senior Management of the contractor and Employer shall attend these meetings.

Quality Assurance

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

37. FORCE MAJEURE:

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

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

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

- i. The date of commencement of the event of Force Majeure.
- ii. The nature and extent of the event of Force Majeure;
- iii. The estimated Force Majeure Period,

Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.

The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.

Any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

38. ACCIDENTS:

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

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

39. LABOUR:

- i. The Contractor shall employ suitable labour to carry out the respective work to the satisfaction of the Bank.
- ii. The contractor shall furnish to the SBI at the intervals specified by SBI, a distribution of the number and description of labour employed in carrying out various works / activities.
- iii. The Contractor shall submit on every month to the SBI a statement showing in respect of the preceding month:
 - (a) The number of labourers employed by them on the work.
 - (b) Their working hours.
 - (c) The wages paid to them.
 - (d) The accidents occurred, if any, during the said month showing the circumstances under which they happened, and the extent of damage and injury caused by them and
 - (e) The number of female workers who have been allowed maternity benefits as provided in the maternity benefit Act, 1961 or Rules made there under and the amount paid to them.
- iv. The contractor shall apply and obtain license under the Contract Labour (R&A) Act 1970 and comply with the relevant provision of this Act, in respect of the labour employed by him for executing this contract. The contractor shall furnish necessary returns to the authority through Bank.
- v. The minimum age of the labour employed shall not be below 18 years.
- vi. The contractor should take independent code numbers under EPF Act 1952 and ESI Act 1948 and shall cover his workmen under the employee's provident fund schemes and Employees State Insurance Act 1948 and show proof of payment of subscriptions/contributions to the concerned authorities.
- vii. Both in respect of ESI/EPF the contractor shall obtain necessary declaration forms from his employees and obtain individual insurance and PF number and shall furnish to the Bank every month, necessary proofs for having made remittance of ESI and PF contributions in respect of all contract labourers engaged by him.
- viii. As regards Employees State Insurance Act, the contractor shall submit photostat copies of the challans of remittance of the contributions (both the

employee's contributions and his own contribution there on) to the ESI corporation in respect of the employees engaged in State Bank of India by him for this work for the relevant period before any payment is released by State Bank of India.

- ix. As regards the Employees Provident Fund and Miscellaneous Provision Act 1952 and rules and regulations and schemes framed there under, he shall be liable to pay employees compensation under the Act in respect of all labour employed by him for the execution of the contract. For this purpose, he shall indicate the code number obtained by him from the Regional Provident Fund Commissioner and produce the Photostat copy of the challan receipt of monthly remittance.
- x. He shall also furnish such returns as are due under the Act to be sent to the appropriate authorities through State Bank of India.
- xi. The contractor is required to take Insurance for all the workers employed on the works towards payments for workmen compensation. The Insurance has to be taken within 15 days of the award of work and has to be provided at the signing of the agreement.
- xii. The contractor shall be fully responsible for the consequences arising out of default and Bank may treat it as breach of Contract and reserves the right to terminate the Contract.
- xiii. The contractor shall pay wages to his workmen at the rates as applicable under the Minimum Wages Act as per Central Government guidelines for unskilled and for semiskilled/equivalent categories.
- xiv. The contractor shall disburse the wages through credit to their accounts and account statement should be enclosed along with the monthly bill.
- xv. The duration of duty is eight hours per day per person. To keep the efficiency and alertness the overtime will be kept to the barest minimum.
- xvi. The staff/workers employed by the contractor shall not find under the influence of alcohol or any abusive substance at any point of time. Further, the mobilization of the workers engaged shall be such that they maintain the dignity of the office at all time and any incident of mobilization or indecency is noticed at the work place bank shall have the right for asking replacement of such workers employed by the contractor.

40. TERMINATION:

- (a) SBI shall be at liberty to terminate the contract by issuing one month's notice to the contractor without assigning any reason whatsoever. Bank shall not pay any claim /compensation by Contractor for such termination of Contract.
- (b) As regards unsatisfactory performance or non-compliance with any of the terms and conditions of the contract by the contractor or abandoning the work, State Bank of India shall have the right to terminate the contract

forthwith with one month's notice and rearrange the work through other agencies at Contractor's risk, cost and consequences and under such circumstances, the security deposit paid by the contractor shall stand forfeited, besides any other action deemed fit including de-paneling the contractor or debarring them in future tendering process.

41. SAFETY CODE - RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT:

Before commencing the work, contractor submit a 'SAFETY PLAN' to the authorized SBI/State Bank of India official. The 'SAFETY PLAN' shall indicate in detail the measure that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified hereunder. The contractor shall submit Safety Plan along with his offer. During negotiations before placing of work order and during execution of the contract SBI shall have right to review and suggest modification in the Safety Plan. Contractor shall abide by the SBI's decision in this respect.

The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of SBI or its authorized officials to prevent loss of human lives, injuries to personnel engaged and damage to property and environment.

The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized SBI officials: -

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

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

The contractor shall adopt all fire safety measures.

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

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

42. INDEMNITY BOND:

- Contractor shall sign an Indemnity Bond in an approved format as per Appendix-6 before starting the work, indemnifying the SBI from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the workplace due to non-adherence to safety codes, not following the standard work procedures and for violating rules and regulations for which the contractor shall be solely responsible.
- In case of any damage to property by the contractor, SBI shall have the right to recover the cost of such damages from payments due to the contractor and decision of the SBI shall be binding on the Contractor.
- In the event of any damage to the loose furniture, interiors, computers and such other equipment or to the existing building structure etc., during carrying out the contract works, the cost of repairing the same including the cost of replacement if any will be recovered from the contractor.
- If the contractor fails to improve the standards of safety in its operation to the satisfaction of SBI after being given a reasonable opportunity to do so, and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized SBI official, the SBI shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by State Bank of India.
- Before commencing the work, the contractor shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of State Bank of India.

43. SETTLEMENT OF DISPUTES AND ARBITRATION:

- **Resolution of dispute:** In the event of any question, dispute or differences in respect of contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract arises, the parties may mutually settle the dispute amicably.
- **Arbitration:** Any dispute and/or difference arising out of or relating to this contract including interpretation of its terms will be resolved through joint discussion of the authorized representatives of the parties. If the disputes are not resolved by discussions, then the matter will be referred for adjudication to the arbitration of a single arbitrator to be appointed by mutual consent of the parties. The arbitration proceedings shall be conducted in Bengaluru and in English language only and in accordance with the provisions of Arbitration & Conciliation Act 1996 or any statutory re-enactment thereof. The decision of the arbitrator shall be final and binding on the parties.
- **Applicable Laws:** The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made thereon from time to time.
- **Jurisdiction:** All the suits arising out of the contract shall be instituted in the court of competent jurisdiction situated in Bengaluru only and not elsewhere.
- **Saving clause:** No suits, prosecution or any legal proceedings shall lie against the **State Bank of India, Bengaluru**, or any person for anything that is done in good faith or intended to be done in pursuance of tender.

44. FORECLOSURE OF CONTRACT IN FULL OR IN PART:

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

45. PROPOSED WORK METHODS, SUPPLIES AND PLAN:

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

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

The contractor shall be required to submit for the Bank's approval a schedule of materials that shall be mobilize for the above services wherever applicable. This information shall be submitted with full identification of specific manufacturer's products together with their catalogues.

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

The contractor will schedule the cleaning operations in such a way that the premises remains neat and clean all the time. The contractor may deploy his labourers in shifts accordingly in keeping with the prevailing labour law of the state.

46.PRICES:

The amount quoted and accepted will be binding on the tenderer. In case of any change in GST or introduction of any new tax due to Statutory Act of The Government after the date of submission of tenders and during the tender period, the quantum of additional taxes so levied will be allowed to be charged extra as separate item without any change in price structure of the items approved under the tender. Similarly, if there is any reduction in tax etc. shall be deducted. Price structure will be solely dependent upon the rate approved as per work order and revisions of the same as per price variation/escalation clause mentioned in the tender. For claiming the additional cost on account of the increase in tax structure, the tenderer should produce proof from the concerned Competent Authorities for having paid additional tax on the services provided to the SBI and can also claim the same in the invoice.

47. INSOLVENCY:

The competent authority of the Office of the SBI, Bengaluru may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:

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

48.CONFIDENTIALITY:

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

49.CORRUPT OR FRAUDULENT PRACTICES:

- The SBI as well as Tenderer shall observe the highest standard of ethics during the procurement and execution of such contracts.

- “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution, and.
- “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the detriment of SBI and includes collusive practice among Tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the SBI of the benefits of free and open competition.
- “Collusive practice” means a scheme or arrangement between two or more tenderers, with or without the knowledge of the SBI designed to establish tender prices at artificial, non-competitive level, and.
- “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of the contract.
- The SBI will reject a tender for award if it determines that the tenderer recommended for award has directly or through an agent engaged in corrupt or fraudulent practices in competing for the contract in question.
- The SBI will declare a firm or individual as ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

50.PENALTIES /LIQUIDATED DAMAGES:

- The Contractor shall disburse salary to its deployed manpower as per Central Govt. minimum wages Act latest by 7th of every month, failing which penalty equivalent to one-day salary (Basic + DA) per delayed day shall be credited by the contractor into the account of the respective employees whose salary has been delayed, apart from his regular remuneration which the contractor is payable to him. Proof of the same shall be submitted to the SBI along with the bills of the next month. If such scenario continues for a period of 3 continuous months, then the contract shall be liable to be terminated. Security Deposit / Performance Bank Guarantee shall be forfeited, and Bank

guarantee shall be uncashed. The SBI will have the power to appoint any other agency for the manpower services at the risk and cost of the Contractor.

- The Contractor has to maintain adequate number of manpower as per this contract and also arrange a pool of standby manpower/supervisor. If the required number of manpower/supervisors are less than specified number as mentioned in the contract, a penalty of Rs.1000/- per absentee per day shall be deducted from the bill(s).
- In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned number of manpower, the SBI shall make deductions at double the rate of hiring rate on pro-rata basis from the bills preferred by the Contractor or that may become due to the Contractor under this or any other contract or from the security deposit or may be demanded from the Contractor to be paid within seven days to the credit of the SBI.
- An amount of Rs.2500/- will be levied as liquidated damages per day per floor for any building from the Contractor whenever and wherever if found that the work is not up to the mark. If the Contractor fails to perform as per the satisfaction of the SBI within 15 days, liquidated damages clause as incorporated in the tender document of the Contractor by SBI will be invoked.
- Under any circumstances the collected wastes should not be burnt or dumped inside the campus. In case of any such observation by the SBI, the Contractor shall be penalized up to 5% of the monthly Bill amount which will be deducted from any bills/dues of Contractor.

51. PRICE VARIATION CLAUSE:

Price variation for Labour component: Please note that all rates (Manpower, Material etc.) quoted by the vendor shall remain fixed and valid for a period of one year i.e. initial contract period from the date of commencement of work and no escalation/price increase, whatsoever shall be considered during this period. Accordingly, contractor has to take due care on this account while quoting the rates.

The Bank/SBI may consider renewal of contract for similar one term on the same terms and conditions except minimum wages which shall be considered as per
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Central Government rates prevailing at material time provided that the service rendered by the vendor are found satisfactory. However, renewal of contract is discretion of the Bank/SBI and the contractor shall have no right to claim for the same.

Price Variation on material component, housekeeping & gardening/horticulture:
No escalation of Material component will be allowed during the contract period.

52. VALIDITY OF CONTRACT:

The contract, if awarded shall be valid for an initial period of 1 (One) year from the date of commencement of work subject to the renewal for one similar term after expiry of initial period of one-year subject to satisfactory performance. In case of breach of contract or in the event of not fulfilling the minimum requirements/statutory requirement/satisfactory services etc., the SBI shall have the right to terminate the contract forth with at any time in addition to forfeiting the performance security amount deposited by the contractor and initiating necessary action as deemed fit including de-paneling your firm etc. solely at the discretion of the SBI.

53. ASSIGNMENT AND SUBLETTING:

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

54. SEXUAL HARASSMENT:

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

- i. In case of any complaint of sexual harassment against its employee/s, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor and the contractor shall ensure appropriate action under the said Act in respect to the complaint.
- ii. Any complaint of sexual harassment from any aggrieved employee of the State Bank of India (SBI) against any employee/s of the contractor shall be taken cognizance of by the State Bank of India (SBI).
- iii. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank’s employee, if sexual

- harassment/violence by the employee of the contractor is proved.
- iv. The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

55. NON-DISCLOSURE:

The Contractor shall not disclose directly or indirectly any information, materials and details of the State Bank of India's infrastructure / systems/ equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging 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 State Bank of India (SBI). The Contractor shall take all appropriate actions with respect to its 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

56. All the tools, instruments, plants that are required to carry out the services/repair work should be made available at site by the Contractor / Agency.

57. Inspecting the open terraces once in a week and get entire terrace to be cleaned thoroughly.

58. Bonus payment not to be included in the quote. Bonus payment will be reimbursed on production of documentary evidence

59. EPF should be 13% on ceiling of Rs.15000/- on Basic wages + VDA for 26 days per month and for ESI at 3.25% on ceiling of Rs.21,000/- on Basic wages + VDA for 26 days per month. Employees who are not covered under ESI, contractor must take insurance (not less Rs.5 lacs) to those employees without any charges/claim from Bank.

60. Format for arriving the rates for manpower to be calculated for 26 days: The minimum wages as per Government of India latest circular (for Bengaluru - "A" Area rates).

Sl. No.	Labour Category	Basic Wage+ VDA per Person	EPF @ 13% on ceiling of Rs. 15000/- on (a)	ESI @ 3.25% on ceiling of Rs. 21,000/- on (a)	Total Per Person	No. of Days	No. of Person	Total Cost Per month
		(a)	(b)	(c)	(d)=(a+b+c)	(e)	(f)	$G = d \times e \times f$
1	Supervisor					26	1	
2	Carpenter					26	1	
3	Plumber					26	1	
4	Lift operator					26	1	
5	Housekeeping					26	51	
Total (A)								

DATE:

SIGNATURE OF THE CONTRACTOR WITH SEAL

**INTEGRATED FACILITY MANAGEMENT SERVICES COMPRISING HOUSEKEEPING AND
MAINTENANCE FOR SBI K.G ROAD OFFICE COMPLEX,BENGALURU**

Part 1- D- NAME OF OFFICES, MANPOWER DETAILS AND SCOPE OF WORK,

DESCRIPTION OF THE ESTABLISHMENT/WORKPLACES

1. All premises of the SBI Branches including internal roads / pathways, terraces and up to 15 feet outside the complex, i.e., setback area and pavements.

DETAILS OF MANPOWER TO BE PROVIDED AND THEIR QUALIFICATIONS

S.No	Details of Manpower & designation	Numbers	Qualification
1	Supervisor- semiskilled 7 am to 5 pm	1	Should have minimum 3 years' experience as supervisor.
2	Carpenter - skilled 7.30 am to 4.30 pm	1	Should have minimum 3 years' experience as carpenter.
3	Plumber - skilled 7.30 am to 4.30 pm	1	Should have minimum 3 years' experience as plumber.
4	Lift Operator - skilled 7.30 am to 4.30 pm	1	Should have minimum 3 years' experience as lift operator.
5	Helper for housekeeping - Un skilled 7.30 am to 4.30 pm	51	<i>Unskilled Category</i>
	TOTA L	55	

****Note: Wherever the duty hours of the respective Employee/workman/Technician etc. mentioned above is exceeding 8 Hours, it will be sole responsibility of the Contractor to ensure relief arrangements and to quote their rates accordingly.**

DETAILS OF LOCATIONS (OFFICES & QUARTERS) WHERE MANPOWER TO BE STATIONED, NUMBER AND DESIGNATION : (As per Annexure A)

Scope of Work

The bidders are required to provide the following services under integrated facility management services for SBI K.G Road Office Complex, Bengaluru.

- Mechanized Housekeeping, Cleaning & maintenance Services
- Solid waste management services

The details / scope of services is mentioned below:

MECHANIZED HOUSEKEEPING / CLEANING & MAINTENANCE SERVICES

1. Daily cleaning

Sweep Clean

- (i) Sweep clean all floor areas, roads etc.
- (ii) Damp moping of tiles, vitrified floors, staircases, elevators, floor, sidewalls and podium entrance areas.
- (iii) Floors shall be free of stain, dirt, mud, sand, footprints, liquid spills, and other debris.
- (iv) Chairs, trash, receptacles, and easily movable items shall be moved to clean underneath.
- (v) During inclement weather, the frequency may be higher. When completed, the floors and halls shall have a uniform appearance with no streaks, smears, swirl marks, detergent residue, or any evidence of dirt remaining or standing water.
- (vi) After sweeping all vitrified floors, areas would be machine scrub cleaned.
- (vii) Sweep clean of debris from walkways and driveways and hose clean them during appropriate climatic and water use conditions.
- (viii) Cleaning of lift cabins, mirrors, doors in all the floors
- (ix) Removal of stagnant water
- (x) Maintain high standards of cleanliness and hygiene at all assigned areas

throughout the premises

Washroom cleaning (to be carried out four times a day)

1. Thorough cleaning and sanitization of toilets, bathrooms, wash basins and shower facilities, using suitable non-abrasive cleaners and disinfectants.
2. All surfaces shall be free of grime, soap mud and smudges.
3. Cleaning of mirrors, glass doors, glass windows, etc.
4. Replacement of paper towels, toilet paper, soap dispenser in all bathrooms shall be performed.

Trash removal

1. Emptying all wastepaper baskets, ash trays (if applicable) from all floor areas, and washing or wiping them clean with damp cloth, replacing plastic wastepaper basket linings and returning items where they were located.
2. All waste from wastepaper baskets will be collected and deposited at the designated place.
3. Dry, wet garbage and e-waste would be segregated and dumped at the designated area within the premises.
4. Collection of old news papers, bundling & shifting to specified place.
5. Under any circumstances the collected wastes should not be burnt or dumped inside the campus. In case of any such observation by the Bank, the Contractor shall be penalized up to 5% of bill amount and its deduction from the monthly bills.

Glass surface cleaning

1. All glasses at entrance doors of the premises would be cleaned using damp and dry method.
2. Glass tabletops, cabin doors, cabin partitions and glass accessories would also be cleaned.
3. Removal of grease marks or fingerprints glass counters and partitions. This cleaning is done using approved all purpose cleaner and lint free cloth or paper towels.

Damp & Dry cleaning

1. Wipe clean all white boards of meeting rooms, conference rooms, workstations, etc.
2. Wipe clean all table tops of workstations, cubicles and other furniture and fixtures.

2. Weekly Cleaning

Deep Cleaning

1. Stairways, surrounding common areas, terraces, generator rooms, AHU Rooms, basements, car parking etc.
2. Ceilings, walls, partitions, etc.,
3. Toilets and washrooms.

Window Glass Cleaning

- i) Interior & Exterior glasses will be cleaned on both sides, throughout the building.
- ii) Exterior cleaning of the glasses where accessible.
- iii) Dusting windowsills and blinds.

Sanitizing

- i) Office desk paper bins would be cleaned and sanitized.
- ii) All washroom dustbins would be thoroughly cleaned and sanitized
- iii) All telephone instruments would be sanitized using disinfectants.
- iv) Waste bins from Pantry and Cafeteria areas would also be thoroughly cleaned and sanitized with disinfectants.
- v) Thorough washing of all walls and doors of all toilets with appropriate detergent and disinfectant.

Cleaning

- i) Terrace cleaning including the cleaning of rainwater outlets.

3. Monthly cleaning service

Dusting & Wiping

- i) Dusting and wiping light fixtures, when completed the light fixtures shall be free from dirt, grime, dust and marks.
- ii) Applying metal polishes to accessories or door handles, hand railings, lift walls, etc. where applicable.

Scrubbing

- Scrubbing of all floor areas with scrubbing machines.

4. Contract will also do the following tasks:

- Sweeping, mopping, machine scrubbing of all specified floors.
 - Removing all garbage and replace cleaned bins. Garbage will be taken the designated site at the complex.
 - Wipe clean of all glass doors and windows regularly.
 - Maintain high standards of cleanliness and hygiene at all assigned areas throughout the premises.
- (i) **External Façade** : The service provider shall undertake cleaning of the glasses and glass panes from the exterior by using Spiderman method once in three months. It will be the responsibility of the service provider to ensure that necessary insurance cover is obtained well in advance and produced to the Bank before commencement of the cleaning work. It will also be necessary to obtain security clearance from Security Department.

PERIODICITY OF HOUSEKEEPING SERVICES

Sl. No.	Nature of services	Periodicity
A	Sweeping and mopping all buildings (to be completed before 9.30 am) in Schedule I	Once in a day
	Lobbies and Corridors	Sweeping and mopping twice a day (Before 9.00 am and at 2.30 pm)
	Roads and basement, open area and gardens	Sweeping once a day (Before 10.00 a.m)
	Terrace cleaning including cleaning of rainwater outlets	Once in a week
	Basement	Sweeping once a day
B	Dusting of furniture / wall panelling / Computers and Peripherals / Telephones	Once in a day
C	Vacuum cleaning of carpets / curtains / Venetian blinds / sofa sets / chair cushions / seats etc.	Once in a week
D	Shampooing of sofa sets and chairs	Once in a month
E	Cleaning or washing / comfort cubicles	Twice a day
F	Cleaning of buckets / mugs with Vim / detergents	Once in a week
G	Cleaning of washing cubicles walls / skirting tiles of walls	Once in a week
H	Telephone cleaning and sanitizing	Once in a week
I	Cleaning of window panels / door panels wall panelling	Once in a fortnight
J	Cleaning of wall hanging / Computer peripherals	Once in a month

K	Cleaning of Planters	Once in a day
L	Cleaning of dustbin	Once in a day

Note

- (i) The staff should wear immaculate dress with company's logo and photo identity card.
- (ii) Bank will provide naphthalene balls, odonil, phenyl, all out, toilet soap and Vim / detergents and other cleaning materials.

NOTE: All the above mentioned scope of works is indicative and not exhaustive. Bank reserves the right to add/delete any work under the scope of work. However, the Contractor has to properly maintain the Gardens, lawns, trees, etc. inside the campus.

1. All statutory requirements to be strictly adhered to by the Contractor (copies to be enclosed to the technical bid).
2. Relieving arrangements whenever required should be made by the Contractor and at any point of time the total labourers including Supervisor should be 10.
3. Declaration of holiday for labourers on festival days is left to the discretion of the Bank.
4. All statutory payments pertaining to the month has to be made by the Contractor and challans has to be submitted along with monthly wage payment bill.
5. DD for EMD has to be submitted along with technical bid only.
6. Price Bid should not contain any conditions.
7. Bonus payment should be made by the Contractor as per statutory requirement and same will be reimbursed by Bank
8. Uniforms should be provided to all labourers by the Contractor.

Note

The staff should wear immaculate (uniform) dress with company's logo and photo identity card. The Contractor should provide the necessary equipment / materials for specialized gardening

FREQUENCY OF WORK:

A. MECHANISED HOUSEKEEPING, CLEANING & MAINTENANCE

S. No.	Nature of Services	Frequency
1	<u>Housekeeping, Cleaning & maintenance:</u> <ul style="list-style-type: none">• Sweep and clean all floor areas, roads etc.• Damp moping of tiles, vitrified floors, staircases, sidewalls and entrance areas.• Floors shall be made free of stain, dirt, mud, sand, footprints, liquid spills, and other debris.• Chairs, computers, keyboards, trash, receptacles, and easily movable items shall be moved to clean underneath.• During inclement weather, the frequency of cleaning may be higher. When completed, the floors and halls shall have a uniform appearance with no streaks, smears, swirl marks, detergent residue, or any evidence of dirt remaining or water standing.• After sweeping all vitrified floors, areas would be machine scrub cleaned.• Sweep clean of debris from walkways and driveways and hose clean them during appropriate climatic and water use conditions.• Daily cleaning of lift cabins, mirrors & doors in all the floors.• Removal of stagnant water.• Maintain high standards of cleanliness and hygiene at all assigned areas throughout the premises.	Daily
2	<u>Vacuuming:</u> <ul style="list-style-type: none">• Vacuuming all carpets, runners and carpet protectors so that they are free of dirt, lint, mud, etc.• Heavy industrial type vacuum cleaner would be used to ensure adequate cleaning. When completed, the area shall be free of all litter, lint, loose soil and debris.• Any chairs, trash receptacles and easily moveable items shall be moved to vacuum underneath and then replaced in the original position.• All Sofa set/chairs, revolving/non-revolving cushioned chairs cushioned stools, Curtains,	Daily

	venetian/vertical fabric blind, Roller Blinds etc.	
3	Washrooms & toilets cleaning (To be carried out on hourly basis): Thorough cleaning and sanitization of toilets, bathrooms, wash basins and spray facilities, using suitable non-abrasive cleaners and disinfectants. All surfaces shall be free of grime, soap, mud and smudges.	
	<ul style="list-style-type: none"> • Cleaning of mirrors, glass doors, glass windows, etc. • Replenishment of paper towels, toilet paper, liquid soap, urinal cubes, naphthalene balls, odonil, etc. in all the toilets & wash rooms. 	Daily
4	<u>Trash Removal:</u> <ol style="list-style-type: none"> (i) Emptying all waste paper baskets from all floor areas and washing or wiping them clean with damp cloth, replacing plastic waste paper basket linings and returning items where they were located. (ii) All waste from waste paper baskets will be collected and deposited in the building's waste containers. (iii) Dry & wet garbage would be segregated and temporarily dumped into designated area within the premises. (iv) Collection of old newspapers, bundling & shifting to specified place. (v) All the wastes, trash, debris, garden waste etc. has to be disposed from the campus on daily basis as per the guidelines of BBMP. Any co-ordination in this regard with BBMP has to be carried out by the Contractor. (vi) Under any circumstances the collected wastes should not be burnt or dumped inside the campus. In case of any such observation by the Bank, the Contractor shall be penalized up to 5% of bill amount and its deduction from the monthly bills. 	Daily
5	<u>Court Yard Cleaning:</u> <ul style="list-style-type: none"> • Cleaning of Court yard with the use of battery / electric operated scrubbing machine to kept 100% neat and clean. All floors should be maintained neat and clean as per scope of work. 	Daily
6	<u>Glass Surface Cleaning:</u> <ol style="list-style-type: none"> 1. All glasses at entrance doors and windows of the premises would be cleaned using damp and dry method. 2. Glass table tops, cabin doors, cabin partitions and glass accessories would also be cleaned. 	Daily

	3. Removal of grease marks or fingerprints on glass counters and partitions. This cleaning is done using approved all-purpose cleaner and lint free cloth or paper towels.	
7	<u>Spot Carpet Cleaning:</u> 1. Spot clean carpets whenever necessary to remove stains, using appropriate products, chemicals, etc.	Daily
8	<u>Damp & Dry Cleaning:</u> 2. Wipe clean all white boards of meeting rooms, conference rooms, etc. 3. Wipe clean all table tops of workstations, cubicles and other furniture and fixtures. 4. Conference Rooms 5. Cleaning includes cleaning of Glass windows, ceiling, marble cladding, carpets, chairs, Service Rooms/ bath/ toilets, etc.	Daily
9	<u>Shifting of Furniture:</u> <ul style="list-style-type: none"> • Three attendants / hamals needed at Estate Department for Shifting of chairs, tables, cup boards, e-wastes, monitors, computers, printers, etc. within the premises using suitable trolley as per instruction of officials of Estate Department. • Also, will be utilized by the Dept. in events of meetings, conferences and day to day works at different departments. 	Daily
10	<u>Deep Cleaning:</u> 1. Stairways, surrounding common areas, terraces, generator rooms, AHU Rooms, basements, car parking, etc. 2. Ceiling, walls, partitions, etc. 3. Toilets and washrooms. 4. Interior & Exterior glasses will be cleaned on both sides, throughout the building. 5. Ceiling fans, pedestal fans, wall mounted fans, Indoor split AC units, etc. 6. Up-keeping & removing choke-up in the storm water drains in the ground & basement level and other drains located inside the premise. The Contractor should co-ordinate with MCGM and keep the inter-junctions clear from any obstruction. 7. During monsoon season the Contractor has to ensure periodic cleaning of the basement, etc. with suitable	Weekly (only on Sunday / other Holidays)

	materials for removing the algae / green patches formation.	
11	<u>Window Glass Cleaning:</u> <ul style="list-style-type: none"> The service provider shall undertake cleaning of the glasses and glass panes from the exterior/interior in all floors. Dusting window sills and blinds. 	Weekly
12	<u>Sanitizing:</u> <ol style="list-style-type: none"> All items related to Computer (Monitor, CPU, Keyboard, Mouse etc.) are to be cleaned thoroughly and sanitized. Office desk paper bins would be cleaned and sanitized. All washroom dustbins would be thoroughly cleaned and sanitized. All telephone instruments would be sanitized using disinfectants. Waste bins from Pantry and Cafeteria areas would be thoroughly cleaned and sanitized with disinfectants. Through washing of all walls and doors of all toilets with appropriate detergent and disinfectant. All wooden partitions, wooden paneling, doors etc. are to be cleaned with detergent and disinfectant. 	Weekly
13	<u>Dusting & Wiping:</u> <ul style="list-style-type: none"> Dusting and wiping light fixtures, when completed the light fixtures shall be free from dirt, grime, dust and marks. Applying metal polishes to accessories or door handles, name plates, hand railings, lift walls, etc. where applicable. 	Fortnightly
14	<u>Scrubbing:</u> <ul style="list-style-type: none"> All floor areas with scrubbing machines. 	Fortnightly
15	<u>Deep Cleaning:</u> <ol style="list-style-type: none"> Deep cleaning, dusting and wiping of sanitary fittings in the wash rooms, ladies' toilets etc. Deep cleaning, dusting and wiping of handles, doors, door closers, fittings, windows, curtains etc. Cleaning, dusting and wiping of false ceilings. After cleaning, dusting and wiping of various items, these shall be free from dirt, grime, dust and marks. Cleaning/sweeping of all the terraces on fortnightly 	Fortnightly

	<p>basis.</p> <p>vi) Cleaning, dusting, cobwebs.</p> <p>vii)Dusting of fire extinguishers, fire hydrant heads located at various places.</p> <p>Note: The Contractor will ensure that no Acid or similar cleansing agent/material should be used in the process of cleaning of CP/Brass fittings. Any damages caused on account of violations shall be at the contractor's cost and risk. The contractor shall be responsible for replacement of such damaged fittings/fixtures with same brand/model fixtures at their own cost.</p>	
16	<p><u>External Drainage , Sumps and Over Head Tanks Cleaning:</u></p> <ul style="list-style-type: none"> • By using suitable drain cleaning equipment including Sewer Cleaning Pull out Tools, Drain Cleaning Machines, Super Sucker and high-pressure jet machine with washing complete. • By using suitable equipment cleaning Sumps and Over Head Tanks. 	Quarterly and as and when required
17	<p><u>Polishing:</u></p> <ul style="list-style-type: none"> • All the Brass/SS door handles/door knobs, hand railings, lift walls, other brass fittings are required to be polished and kept in shining condition by using approved quality polishing agents including buffing as and when directed. 	Fortnightly
18	<p>Cleaning of water glasses/ water jugs, filling in fresh water at all the chambers/cabins/rooms at all the cabins/rooms in all the offices/ buildings etc., providing mineral water bottles at Board room, chambers/cabins of top executives, Conference Hall, and at other places where ever required. The mineral water bottles will be supplied by the Bank.</p> <p>Cleaning of decorative items on the walls / floors/ tables</p> <p>Polishing of metal decorative items / metal surfaces</p> <p>Collecting and removal of garbage / rubbish from the building and storing it in the designated location for collecting by local Municipality/Corporation, liaisoning with Municipality/Corporation in arranging for the same.</p> <p>Spraying of disinfectants etc., spreading of Vamicol colored cubes at all toilets</p> <p>Exterior Cleaning of Chajjas, fins, sun sheds, rooftops, window</p>	<p>Daily</p> <p>Weekly</p> <p>Daily</p> <p>Daily</p> <p>Fortnightly</p>

	<p>glasses (internal / external) of all buildings including residential quarters</p> <p>Deodorants spraying - chambers/cabins of top executives / Board Room/Conference hall etc. & changing of hand towels etc.,</p> <p>Switching on and off fans, lights, ACs including package units after office hours.</p> <p>Change of indoor decorative plants in the pots at the places in all the buildings.</p> <p>Vacuum cleaning of racks, almirahs, books cases and the books/ files/ paper / stationary</p> <p>Changing the flowers in the flower vases, cleaning the potted plants in the Board Room/ chambers/cabins of Top Executives/ Conference Room etc and any other place.</p> <p>Cleaning of water coolers installed at all the buildings</p>	<p>Daily</p> <p>Fortnightly</p> <p>Daily</p> <p>Fortnightly</p>
19	<p><u>Cleaning Work:</u></p> <p>i) Cleaning of vertical fabric blinds/ Roller Blinds and checking / rectification of the same using suitable material</p> <p>ii) Deep cleaning of all service ducts, chajjas in the floor, etc.</p> <p>Note: The contractor has to take necessary safety precautions for their laborer by wearing personal protective equipment like safety belt, safety helmet, shoes, etc. while executing the work in the ducts, chajjas etc.</p>	Quarterly
20	<p><u>Chemical / Shampoo wash</u> - All sofa sets/chairs, revolving chairs, non-revolving chairs, cushioned stools, Curtains, venetian/vertical/Roller blinds etc. are to be dry cleaned/ chemical washed / Shampooing</p>	Quarterly or as and when required

Note:

- i. All the above-mentioned scope of works is indicative and not exhaustive; Bank reserves the right to add/delete any work under the scope of work. However, the Contractor has to properly maintain the campus/Building /Premises.
- ii. Also, all the expenses towards maintenance of the equipment will have to be borne by the Contractor.
- iii. The Contractor has to provide Uniform (displaying contractor's name), Shoes, hand gloves, personal protective equipment, necessary tools, etc. to all their staff members.

- iv. Supervisors/Managers should visit different floors from time to time to ensure that each floors/toilet etc. remain clean and ready for use round the clock
- v. All the consumables should be of specified make or equivalent brand of ISI mark as approved by the SBI

MACHINES / EQUIPMENT TO BE PROVIDED:

The above-mentioned works have to be carried in mechanized system for which the essential equipment is listed as under:

Sr. No.	Equipment	Remarks
1)	Heavy duty Wet and Dry vacuum cleaner	The equipment stated in these columns will need to be provided at the site by the Contractor.
2)	Carpet and Fabric Cleaner	
3)	Bucket Trolley	
4)	Ladder	
5)	Scrubbing Machine 3 in 1	
6)	Window Applicator	
7)	Window Squeeze	
8)	Ext. Pole	
9)	Safety Belt	
10)	Jet Spray	
11)	Stain Remover	
12)	Single dish floor machine	
13)	Trolley	

DRAFT ARTICLES OF AGREEMENT

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

This AGREEMENT is made at Bengaluru on this _____ day of _____ between SBI, having its Office at represented by its authorized officer (hereinafter called “the Employer”) on the one part and M/s _____ (proprietorship/partnership firm/Company), incorporated under the provisions of the Companies Act and having its registered office at _____ (hereinafter called “the Contractor”) represented by Shri who is authorized to enter this agreement by its Board of Directors on the other part.

AND WHEREAS the Employer has intention of engaging a contractor to provide Integrated Facility Management Services at situated at

AND WHEREAS the Employer had called for Tenders from eligible contractors to provide Integrated Facility Management Services at situated at as indicated in the scope of work and other documents attached to the Tender.

AND WHEREAS the Contractor and others submitted the Tenders and the Employer has awarded the contract relating to provide Integrated Facility Management Services at situated at, as stated in the scope of work attached to the Tender Document to the Contractor.

AND WHEREAS both the parties to this agreement are desirous of recording the terms and conditions upon which the said services are to be rendered by the Contractor.

A. NOW IT IS HEREBY AGREED AS FOLLOWS:

- a) This agreement will come into effect from _____ and will remain in force up to _____ or unless it is terminated as per the terms hereinafter contained.
- b) In consideration of the Contract Amount (as per attached price schedule accepted and approved by the SBI) 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 and described in the said Specifications and the priced Schedule of Quantities.

- c) The Employer 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.
- d) 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.
- e) The contractor shall be responsible for providing services on regular basis as per the scope of work and terms and conditions of the contract.

B. SERVICES TO BE RENDERED BY THE CONTRACTOR:

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 60 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 Contract 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. Supply and install biometric access attendance system in each colony/office and provide identity cards to his / her employees or agents who shall be doing the subject job at the Bank's premises at their own cost. 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 Employer and the Employer 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 Karnataka 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.

C. 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.

D. 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.

E. The contractor shall ensure payment of Statutory minimum wages to the workmen employed by him/ her/ them during currency of contract.

F. 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.

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

H. 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 Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer 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 Employer shall be entitled to claim damages and pursue legal remedies, including termination of the contract.

I. 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.

J. The Employer 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.

K. All payments by the Employer under this Contract will be made only at Bengaluru.

L. 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.

M. The employer shall pay 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.

O. The said Conditions and Annexures 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.

P. 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 Employer (through its duly authorized official) and the Contractor (with common seal to be affixed hereunto in case of Company) have set their respective hands to these presents and two duplicates hereof, the day and year first hereinabove written.

Signed and delivered by SBI, Bengaluru.
(Name and Designation)

In the presence of:

Witnesses:

1. _____

Address:

2. _____

Address:

SIGNED AND DELIVERED BY

The Contractor by the hand of

Shri _____

And duly constituted attorney.

Note: If the party is a Partnership firm or individual, should be signed by all or on behalf of all the partners:

(Name and Designation)

In the presence of:

Witnesses:

1. _____

Address:

2. _____

Address:

Witnesses:

THE COMMON SEAL OF _____

was hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on _____ in the presence of

(1)

(2)

Directors, who have signed these presents in token thereof in the presence of

(1)

(2)

LETTER OF DECLARATION

The Deputy general Manager (B&O),
State Bank of India,
Administrative Office-1,
K.G Road, Bengaluru

Tender for providing integrated facility management services comprising housekeeping and maintenance for SBI K.G Road Office Complex, Bengaluru.

Dear Sir,

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

MEMORANDUM

a	Description of work	Tender for providing integrated facility management services comprising housekeeping and maintenance for SBI K.G Road Office Complex, Bengaluru.
b	Earnest Money	Rs.1,69,300/- (Rupees one lakh sixty nine Thousand three Hundred only)
c	Validity of Contract	For an initial period of 1 (One) year from the date of commencement of work subject to the renewal for one similar term after expiry of initial period subject to satisfactory performance.

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

I/we have deposited Demand Draft / Banker's Cheque for a sum of Rs.1,69,300/- (Rupees One lakh sixty nine Thousand three Hundred only) as Earnest Money Deposit with SBI. Should I/We do fail to execute the contract when called upon to do so, I/We hereby agree that this sum shall be forfeited by me/us to SBI

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

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

We confirm that we are empaneled vendor of the SBI under appropriate category for the captioned job and are not debarred by the SBI for any of its projects.

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

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

Signature of the Tenderer
With Seal

Note: This form must be signed & stamped in original letter head to be submitted to this office along with Technical Bid document.