

GeM BID ID	
Date	



**STATE BANK OF INDIA
RBO-V JAMMU
2nd Floor, Administrative Office Building, Rail Head Complex,
Jammu, 180012**

PART-A

TWO BID TENDER SYSTEM ON GeM PORTAL

TECHNICAL BID FOR PREQUALIFICATION

**TENDER FOR PROVIDING COMPREHENSIVE HOUSEKEEPING & MAINTENANCE SERVICES
FOR ALL 60 STATE BANK OF INDIA BRANCHES UNDER SBI RBO V JAMMU**

Name of tenderer:.....

Address:.....

GST No:.....

**Regional Manager,
SBI, RBO – V,
2nd Floor, Administrative Office Building, Rail Head Complex,
Jammu, 180012
Email: agm5.zojam@sbi.co.in**

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Notice Inviting Tender (NIT)

State Bank of India (SBI) Invites tenders on GeM portal from the eligible Contractors for
**PROVIDING COMPREHENSIVE HOUSEKEEPING & MAINTENANCE SERVICES FOR ALL 60
STATE BANK OF INDIA BRANCHES UNDER SBI RBO V JAMMU**

Details of tenders are as under :-

1	Name of Work	Tender Notice for PROVIDING COMPREHENSIVE HOUSEKEEPING & MAINTENANCE SERVICES FOR ALL 60 STATE BANK OF INDIA BRANCHES UNDER SBI RBO V JAMMU
2	Date and duration of filling Bids on GeM portal	Duration : As per GeM bid <u>BIDS WILL BE ACCEPTED ONLY ON GEM PORTAL</u>
3	Pre-Bid Meeting/contact person /Telephone no/email address	Regional Manager, SBI, RBO – V, 2nd Floor, Administrative Office Building, Rail Head Complex, Jammu, 180012 Email – agm5.zojam@sbi.co.in
4	Last date for submission of online bid on GeM Portal	Contractors shall Download the entire Technical Bid from the bank's website www.sbi.co.in under e-procurement or GeM Portal and to get acquainted with the terms and conditions and upload duly stamped & signed bid on GeM Portal.
5	Address for Communication	Regional Manager, SBI, RBO – V, 2nd Floor, Administrative Office Building, Rail Head Complex, Jammu, 180012 Email – agm5.zojam@sbi.co.in
7	Earnest Money Deposit (EMD)	EMD of Rs.163000/- (Rupees One lac Sixty Three Thousand Only) in form of DD in favour of State Bank of India, RBO-V Jammu payable at Jammu. Only the BIDs will be considered whose EMD is received with us.
8	Bidder Contact Details	Bidder to provide following Information: - 1.Name of the Company/Firm/Proprietor 2.Contact Person 3.Mailing address with Pin Code 4.Telephone number and Fax number 5.Mobile Number 6.e-Mail address
9	Online Price Bid	Price bid of only technically qualified bidders will be opened
10	Performance Security/Guarantee	Performance/Financial Bank Guarantee for an amount equivalent to 3% of the value of contract (i.e., 12-month value of contract) within 15 days from the date of issue of work order. The Bank guarantee will be valid for a period of 15 months or such other extended period as the Bank may decide for due performance undertaken by the successful bidder

The Bank reserves the right to cancel or postpone or modify or reject any or all the bids at any stage without assigning any reason. Conditional tenders shall be summarily rejected.

**Regional Manager,
SBI, RBO – V Jammu**

3 | Signature of Bidder

LETTER OF DECLARATION

(To be typed on the Letter Head of the Bidder duly signed & stamped by the Authorized Signatory and uploaded on GeM with Technical Bid document.)

The
Regional Manager,
State Bank of India, RBO-V, Jammu
2nd Floor, Administrative Office Building,
Rail Head Complex, JAMMU –180012

TENDER FOR PROVIDING COMPREHENSIVE HOUSEKEEPING & MAINTENANCE SERVICES FOR ALL 60 STATE BANK OF INDIA BRANCHES UNDER SBI RBO V JAMMU

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.

a	Description of work	Providing Comprehensive Housekeeping & Maintenance Services for all 60 State Bank Of India Branches under SBI RBO-V Jammu.
b	Earnest Money	Rs.1,63,000.00
c	Validity of Contract	For an initial period of 1 (One) year from the date of commencement of work subject to the renewal for two similar terms after expiry of initial period subject to satisfactory performance.

2. 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.

3. 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 & Maintenance Services / Facility Management 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 per the Terms & Conditions of this tender.

4. We, hereby, also undertake that, we will not raise any claim for any escalation in the prices of any of the material during the currency of contract/execution/completion period. However, minimum wages would be revised from time to time as per Central Govt. Rates.

5. 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.

6. The information we provide is true to the best of my/our knowledge and if any information is found untrue or false, I/we may be debarred from the tender process / being awarded the contract.

7. I/We satisfy as to the specified eligibility, pre-qualification criteria/ technical requirements and accept the terms and conditions to qualify in the tendering process.

8. I/We agree to abide all the terms and conditions stipulated by the Bank to qualify in the tender process and also as mentioned in General terms and conditions.

9. I/We state that all the relevant details have been filled and requisite proof attached and are aware that if the bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected.

10. I/We also agree we have clean track record, and it is free of illegal activity or, financial irregularities. If any information is found untrue or false in this regard. I/we may be debarred immediately from the tender process.

11. I/We also declare that the firm/company has not been debarred / de-paneled / black listed or issued show cause notice for termination of services before completion of any previous contract term in 2021-22, 2022-23 or in the current Financial year, due to unsatisfactory services. In case any information is concealed and the fact is revealed at a later date, the firm/company will be debarred from further tendering process & the contract if allotted, will be immediately cancelled and appropriate action may be initiated against the said bidder / contractor.

12. I/We also agree that our tender will remain valid for acceptance by the Bank for a period of 180 days from the date of opening of the tender and this period of validity can be extended for such periods as may be mutually agreed upon between the Bank and us, in writing. I/We also agree to keep the earnest money valid during the entire period of validity of tender.

13. I/We understand that the State Bank of India, RBO-V Jammu reserves the right to accept or reject any or all of the tenders either in full or in part without assigning any reason thereof.

Signature:

Place: _____

Name: _____

Date: _____

Address: _____

Seal of the Bidder:

INSTRUCTIONS TO TENDERER

The following copy of documents to be uploaded on GeM Portal with the Bid: -

- (a) Scanned copy of EMD & proof of submission of EMD at the mentioned address
- (b) PAN of the Firm/ Proprietor
- (c) Labour License
- (d) ESI Registration
- (e) EPF Registration
- (f) GST Registration
- (g) Experience– List of Top 3 completed Annual Housekeeping & Maintenance Services. (Details filled in sheet scan copy to be attached) along with supporting documents.
- (h) Bids without “Letter of Declaration” (page 4 & 5 of this NIT) on the Letter Head of the Bidder duly signed & stamped by the Authorized Signatory would be summarily rejected.
- (i) Duly filled Annexure A, C, D, DD, I & J to be submitted.
- (j) Audited balance sheets of profit and loss account statement for last 3 years i.e., 2020-21, 2021-22 and 2022-23 (Financial Year).
- (k) Contractors shall Download the entire Technical Bid from the bank’s website www.sbi.co.in under e-procurement or GeM Portal and to get acquainted with the terms and conditions and upload duly stamped & signed bid on GeM Portal.
- (l) Copy of valid 11 KV/HT Grade A (Class-I) electrical contract license from Central Government or any State/UT Government in his/her name or in name of his/her associate* at the time of bidding. (*A document establishing associate relationship to be attached.)
- (m) A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.

1. Purpose:

Annual Maintenance Contract for Comprehensive Housekeeping & Maintenance Services for all 60 State Bank Of India Branches under SBI RBO-V Jammu.

2. Invitation:

The bidders desirous of taking up the project for providing above Services for SBI are invited to submit their bids through GeM Portal in response to this Tender. The criteria and the actual process of evaluation and subsequent selection of the successful bidder (L1) will be entirely at Bank’s discretion. We seek proposal from Bidders who have the necessary experience, capability & expertise to provide Housekeeping & Maintenance Services adhering to Bank’s requirement outlined in this Tender.

This Tender document is not an offer by State Bank of India, but an invitation to receive responses from the Bidders. No contractual obligation whatsoever shall arise from the Tender process unless and until a formal contract is signed and executed by duly authorized official(s) of State Bank of India with the successful Bidder. The bidders have to submit the Bid covering letter along with documents as per **Annexure-‘A’**.

3. Eligibility Criteria:

Bid is open to all Bidders who fulfill the eligibility criteria. **However, the bidders who have been debarred / de-paneled / black listed or issued show cause notice for termination of services before completion of any previous contract term in 2021-22, 2022-23 or in the current Financial year, due to unsatisfactory services, are not eligible for participation in the bid. In case any information is concealed and the fact is revealed at a later date, the bidder will be debarred from further tendering process & the contract if allotted, will be immediately cancelled and action may be initiated against the said bidder / contractor.** The bidders have to submit the detail documents of eligibility criteria as per **Annexure-C**.

4. Disclaimer:

The information contained in this Tender document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of State Bank of India (Bank), is provided to the Bidder(s) on the terms and conditions set out in this Tender document and all other terms and conditions subject to which such information is provided.

This Tender is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this TENDER is to provide the Bidder(s) with information to assist the formulation of their proposals. This TENDER does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this TENDER and where necessary obtain independent advice. Bank makes no representation or warranty and shall in unreliability under any law, statute, rules & regulations the accuracy, reliability or completeness of this TENDER. Bank may in its absolute discretion, but without being under any obligation to do so, add all amend or supplement the information in this TENDER. No contractual obligation whatsoever shall arise from the TENDER process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.

The Bank reserves the right to accept or reject any Bid/offer received in part or in full, and to cancel the bidding process and reject all Bids at any time prior to contract of award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action. Bank reserves the right to reject any Bid on security and / or other considerations without assigning any reason.

Bank reserves the right to cancel the entire Bidding/procurement process at any stage without assigning any reason whatsoever.

5. Earnest Money Deposit (EMD)

EMD of Rs.163000/- (Rupees One lac Sixty Three Thousand Only) in form of DD in favour of State Bank of India, RBO-V Jammu payable at Jammu. The EMD must be submitted in physical form at our address mentioned above at Sr. no. 5 before BID end date (GeM Portal). Only the BIDs will be consider whose EMD is received with us.

Tender without proper EMD shall be summarily rejected. The EMD of such tenderers / unsuccessful tenderers shall be returned after successful completion of the tendering process.

The EMD may be forfeited:

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; or

In case of a successful Bidder, if the Bidder fails to sign the contract with the Bank within a period of 30 days; or to furnish Security / Performance Guarantee to the Bank.

6. Performance Bank Guarantee (BG)

The selected bidder would be required to submit a performance Bank Guarantee to the Bank for an amount equivalent to **3% of the annual value of the contract (i.e., 12-month** value of contract) within 15 days from the issue of work order. The bank guarantee will be valid for a period of **15** months or such other extended period as the Bank may decide for due performance of the obligations undertaken by the successful bidder.

The **Bank Guarantee** should be issued by any scheduled commercial bank, other than SBI. A format for BG is attached as per **Annexure-G**.

The Performance Bank Guarantee is required to protect the interest of the Bank against the risk of nonperformance of the successful bidder or breach of performance of the conditions of the contract which may warrant invoking of Bank Guarantee (BG). Also, if any act of the Contractor results in imposition of Liquidated Damages, the Bank reserves its right to invoke the Performance Bank guarantee.

7. Bidding Document:

- (a) **Cost of Bidding:** The Bidder shall bear all costs associated with the preparation and submission of its bid. Bank will not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- (b) **Content of Bidding Document**
- i. The bidding document provides overview of the requirements, bidding procedures and contract terms. It includes Introduction, Instructions to Bidder, and Terms & Conditions of Contract, Eligibility Criteria.
 - ii. The Bidder is expected to examine all instructions, statements, terms and specifications in the bidding document. Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid. SBI has made considerable effort to ensure that accurate information is contained in this TENDER and is supplied solely as guidelines for Bidders. Furthermore, during the TENDER process, SBI is entitled to issue corrigendum to tender relevant to the Scope of Work. Nothing in this TENDER or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in the TENDER or any addenda.
- (c) **Clarifications & Amendments:**
- i. If deemed necessary, the Bank may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted. The bidder may be asked to give presentation for the purpose of clarification of the bid.
 - ii. The Bidders requiring any clarification on the bidding documents should submit written queries as specified in GeM portal.
 - iii. At any time prior to the deadline for submission of bids, SBI may modify or alter the bidding document by issuing an amendment.
 - iv. Clarification, if any, will be published on GeM portal. The amendment will be binding on all bidders. SBI, at its discretion may extend the deadline for submission of bids which shall be informed to all through [GeM portal](#).
 - v. The Contractor shall ensure that they are fully conversant with the premises in question as well as with the business activities thereat and its related manpower requirements for the work specified.
 - vi. The SBI shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the personnel with prior permission of the SBI, except under emergencies / unavoidable circumstances.
 - vii. The Contractor shall exercise adequate supervision to ensure proper performance of Services in accordance with the requirements.

- viii. The Contractor shall issue identity cards/ identification documents to all its employees.
- ix. The personnel of the Contractor shall not be the employees of the SBI and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract.
- x. The Contractor shall also provide at its own cost all benefits; statutory or otherwise to its employees and the SBI shall not have any liability whatsoever on this account.
- xi. The details of the machineries proposed to deploy, and other technical details can be furnished in the technical bid.
- xii. Tenders received after the due date and time are liable for rejection. SBI reserves its right to reject any / or all the applications without assigning any reasons whatsoever and no correspondence shall be entertained in this regard.
- xiii. All entries in tender documents should be in one ink. All cancellation and insertion should be duly signed by tenderer concerned with proper indication of the name designation and address of the person signing.
- xiv. Tenderers shall fill in all the required particulars in the blank space provided for this purpose in the tender documents and sign & stamp on each and every page of the tender document before submitting tender in original, else bank may reject the tender.
- xv. The rate should be quoted in Indian Currency only.
- xvi. Please note that it is tenderers' responsibility to provide all items which may not be specifically mentioned in the scope of works but are necessary to complete the work and subject services to the satisfaction of the Bank.
- xvii. The bank shall not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
- xviii. The contractor has to maintain an attendance register of the persons employed and the same will be inspected by the Bank's Officer-in-charge on regular intervals and record thereof should be produced with monthly bills as a proof of claim for the same.
- xix. If any of the labour employed by the contractor is found to be under performing or any mobilization is found or found under the influence of alcohol or any abusive substance / reported while on duty, such person/persons shall not be allowed to work at site anymore and the SBI/Bank reserves the rights to ask contractors for immediate removal of such person(s) with suitable substitute immediately.
- xx. The staff deployed at site should be physically fit to handle the works detailed in the scope. The full biodata of the staff deployed at site like their full address, educational qualification, age proof etc shall be made available before commencement of work. The staff has to be deployed in consultation with the SBI officials after performing the interview of the staff.
- xxi. No alterations or additions are to be made by the Contractors to the tender document. Violation of this instruction will attract rejection of the tender at the discretion of the SBI.
- xxii. Tender shall be quoted on the prescribed format only. The tenders quoted in any other format shall be summarily rejected.
- xxiii. All the parts of this tender documents i.e. Tender Notice, General rules and Instructions to tenderers, offer letter, General conditions of contract, Annexures etc. shall constitute part of the contract document.

- xxiv. The contractor shall be bound to submit original challans and other documents with regard to payment of ESIC/EPF/any other statutory dues /compliances/pay slip along with monthly bill to the SBI, failing which bill will not be entertained.
- xxv. The Contractor's supervisor shall be first line of contact for SBI, who shall report to the designated officers of SBI for all requirements.
- xxvi. In case, any demand is raised by the SBI for providing additional manpower for any extra work /activity other than those pertaining to the scope of work of the captioned project, the contractor shall make arrangements for the same and cost thereof shall be paid by the Bank on the basis of minimum wages plus 10% handing charges.
- xxvii. All the chemicals, consumables required for the purpose of providing services should be of standard brands as specified in the tender, and as per the approval of the SBI. No sub-standard material shall be used. The chemicals used for the purpose of cleaning shall be eco-friendly and bio-degradable

8. Bidding Process:

- (a) The tender (two bid system) containing PART-A (Technical Bid) to be submitted on GeM Portal as mentioned in NIT and other Price Bid (PART-B) online to be conducted through GeM Portal. All details with the relevant information/documents/acceptance of all terms and conditions strictly as described in this tender document will have to be submitted. In the first stage, only TECHNICAL BID will be opened and evaluated. Bidders satisfying eligibility criteria and agreeing to comply with all terms and conditions specified in this document will be evaluated for technical specifications. Only those who qualify in the Technical Bid shall be eligible to be considered for PART-B (Financial Bid) opening. The Commercial Bids of those who do not qualify in the Technical Bid will not be opened.
- (b) The Bidder should be willing to participate in the on-line E-tendering to be conducted on GeM Portal. Bidder should also be willing to abide by the e-business rules for e- tendering framed by the Bank/GeM.

9. Preparation and Submission of Bids:

The bids prepared by the bidder and all correspondence and documents relating to bids exchanged by the bidder must to be written in English. Bidder must provide specific and factual replies to specific questions asked in the TENDER.

The bid containing following details should mention: -

- i. Scanned copy of EMD & proof of submission of EMD at the mentioned address
- ii. A letter on bidder's letter head mentioning.
 - a) Technical competence and experience of the bidder.
 - b) Supporting documents in respect of Eligibility Criteria as mentioned in Annexure-C.
- iii. Bidder's information as per Annexure-D on bidder's letter head.
- iv. Audited balance sheets of profit and loss account statement for last 3 years i.e., 2020-21,2021-22 and 2022-23 (Financial Year)
- v. A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.
- vi. Bidder should submit price bid as per Annexure- K of the GeM bid.

Bid prices:

The price quoted should be inclusive of escalation on account of increase in tool cost during the contract period of initial one year, including profit, lump sum payment towards the cost such as Insurance, personal protective equipment, tools required, mobile charges, all taxes, uniform, duties & statutory levies etc. The successful vendor must submit system generated GST tax invoice incorporating Bank's GST in number and vendor GST no. Manual GST invoices will not be accepted. Any increase in minimum wages /VDA/Bonus as per Central Govt Act, the same shall be reimbursed by Bank.

10. Pre-Bid Meeting:

The Bank shall organize a pre-bid meeting on the date as mentioned in the NIT at the office address as mentioned in the NIT. All communications regarding points / queries requiring clarifications shall be given in writing as per GeM SOP. The clarification on the queries shall be communicated to the bidders through GeM portal only.

10.1 Validity of Bids

Bid shall remain valid for 180 days from date of submission mentioned at Bid Details. A bid valid for shorter period is liable to be rejected. The bidder may require giving consent for the extension of the period of validity of the bid beyond initial 180 days, if so desired by the Bank in writing or by email. Refusal to grant such consent would result in rejection of bid. However, any extension of validity of bids will not entitle the bidder to revise / modify the bid document

10.2 Bid Integrity:

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

10.3 Format and Signing of Bid

- 10.3.1 The bidder should prepare submission as per minimum eligibility criteria and other requested information.
- 10.3.2 All pages of the Bid document should be serially numbered and shall be signed & Stamped by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature. The bidder should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.
- 10.3.3 Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) them in full.
- 10.3.4 Bid should be typed and submitted on A4 size paper, in serial order. Bidders responding to this TENDER shall submit covering letter included with the bid and compliance certification statement required for submission of a proposal.
- 10.3.5 In the event of the target date for the receipt of bids being declared as holiday for the Bank, the bids will be received till the target time on the next working day. The bank may at its

discretion extend the bid submission date. The modified target date & time will be notified on GeM portal.

10.4 Bid Currency:

Prices shall be expressed in Indian Rupees only.

10.5 Late Submission of bids:

Any bid uploaded after the due date and time will be rejected

10.6 Modification and Withdrawal of Bids:

Once bid is submitted no modification is permissible. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity.

11. Opening and Evaluation of Bids:

11.1 Opening of Bids: All the Bids will be opened at the date, time & locations mentioned under the clause Bid Details. The bids will be open as per GeM procedure.

11.2 Evaluation process -

11.2.1 Preliminary examination:

The bids will be examined by the Bank to determine whether they are complete and whether **required bid security/EMD has been furnished**. A bid determined as not substantially responsive will be rejected. The Bank may, at its discretion waive any minor non conformity or irregularity in a bid which does not constitute a material deviation.

After opening of the bids and preliminary examinations, some or all of the bidders may be asked to make presentation of the solution/services offered by them.

Any effort on the part of bidder to influence bid evaluation process or award of contract may result in the rejection of the bid.

11.2.2 PART-A Technical Evaluation:

Detailed technical evaluation will include, scrutiny of minimum eligibility criteria (as mentioned in Annexure C).

Bids meeting the eligibility criteria & having complied with the points of Bid shall only be qualified for price bid opening & evaluation.

11.2.3 PART-B Commercial Evaluation:

The price bid of only those Bidders, who are short-listed after technical evaluation, would be opened online. The format for **quoting price bid set out in Annexure-K**. The commercial offer should consist of comprehensive Cost for the tendered work. Bidder must provide detailed cost breakdown, for each and every category mentioned in the commercial bid.

Note: The Bidders should ensure to follow the minimum wages (Central Govt.) Labour act, ESIC, EPF, Insurance and all statutory obligations, etc. while quoting the price bid and final price in the e-tendering. The price quoted should inclusive of escalation on account of increase in tool / consumables cost during the contract period **of initial one year**, including profit, lump sum payment towards the cost such as Insurance, personal protective equipment, tools required, mobile charges, all taxes, uniform, duties & statutory levies etc. The successful vendor has to submit system generated GST tax invoice in-corporating Bank's GST number and vendor GST no. Manual GST invoices will not be accepted.

Any increase in minimum wages/VDA/Bonus as per Central Govt Act, the same shall be reimbursed by Bank.

11.2.4 Final Evaluation:

The online e-tendering will be conducted on GeM portal & final evaluation will be as per GeM procedure.

12 Award & signing of contract:

SBI will notify successful bidder (L1) in writing by letter in duplicate or email that its bid has been accepted. The Selected bidders must return the duplicate copy of the bank within 7 working days duly Accepted, Stamped and Signed by Authorized in token of acceptance.

The successful bidder shall be required to enter into a contract with the Bank, within 7 days of the award of the tender or within such extended period as may be decided by the Bank along with the letter of acceptance, BG and other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof.

Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter and contract should be submitted.

13 Sub-contracting

As per scope of the TENDER, sub-contracting is explicitly prohibited.

14 Cancellation of Contract

The Bank shall have the right to cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of at least one (1) month, without assigning any reason.

15 Liquidated Damage

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

16 Statutory and other Regulations

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

17 Settlement of Disputes and Arbitration:

- i. **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.
- ii. **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 Jammu 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.

- iii. **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.
- iv. **Jurisdiction:** All the suits arising out of the contract shall be instituted in the court of competent jurisdiction situated in Jammu only and not elsewhere.
- v. **Saving clause:** No suits, prosecution or any legal proceedings shall lie against the **State Bank of India, RBO-V Jammu** or any person for anything that is done in good faith or intended to be done in pursuance of tender.

18 Governing Law:

The contract shall be interpreted in accordance with the laws of the Government of India.

18.1 Inspection:

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

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

18.2 Powers to Vary or Omit Work

No alterations, amendments, omissions, additions, suspensions or variations of the work (herein after referred to as variation) under the contract's shall be made by the successful bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision hereinafter contained, from time to time during the execution of the contract, by notice in writing to instruct the successful bidder to make any variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any suggested variations would, in the opinion of the finally selected bidders, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall instruct the successful bidder to make such other modified variation without prejudice to the contract. The finally selected bidders shall carryout such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If Bank confirms its instructions, the successful bidder's obligations shall be midfield to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference and cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

In any case in which the successful bidders has received instructions from Bank as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of Bank shall prevail.

18.3 No Waiver of Bank Rights or Successful Bidder's Obligations

Any indulgence, forbearance or waiver granted or shown by the Bank will not prejudices the rights of the Bank nor shall it relieve the successful bidder from carrying only his obligation under the contract.

19 Deduction from Monthly Costs

The Bank reserves right to delete or reduce any item or sanction of the bills before effecting payment in case any complaints regarding quality of services, in efficient service, non-adherence to agreed quality of tools or services have been received or noticed by the Committee comprising of four members specifically constituted by Bank for the purpose, without assigning any reason whatsoever and no claim will be entertained in this regard.

The Contractor shall reimburse the Bank all costs, charges, damages or expenses which the Bank may have paid, (which the contractor is obliged under this Maintenance Contract to pay) within 30 days upon written request of the Bank, failing which such costs, charges, damages or expenses including statutory payments, if any shall deducted/recovered/set off by the Bank against the bills raised by the Contractor or from any money due or becoming due to the Contractor under the Maintenance Contractor may be recovered by action under law or otherwise from the Contractor or by invoking the Bank Guarantee furnished by the Contractor.

20 Period of Contract:

Initial period of the contract is 01 (One) year. After initial contract period of one year the contract may be renewed on the same terms and conditions for a further period of two years, on yearly basis at the discretion of the Bank.

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 or if the bank is dissatisfied with the services of the contractor during the contract period or extended period of service, the bank may terminate the services of the contractor, by issuing one month's notice in writing to winding up.

21 Commencement Period:

The work must be commenced immediately an award of the contract in favour of the successful bidder. If the Contractor delays the commencement of the work for more than 7 days after award of the contract or such exceeded time as may be intimated to the successful bidder. The Bank will be at liberty to cancel the award of contract without giving any notice.

22 Manpower, Wages, etc.

The contractor should ensure to comply with all the provisions of Labour Act/State/Central Govt. Agreed procedures. The Contractor shall be solely responsible for compliance of provisions of Various labour and industrial laws and all statutory obligations such as minimum wages as per Central Govt. Rules, allowances, compensations, EPF, gratuity, Insurance, ESIC, etc. relating to personnel engaged by them. The Bank shall have no liability in this regard.

The Contractor should obtain necessary labour license from statutory authorities for deploying manpower. All personnel provided by the Contractor will be on the payrolls of the Contractor/Company and there will be no Employee and Employer relationship between the personnel engaged by the Contractor and the Bank.

That the Contractor will not sub-contract or permit any other person to perform any of the work or services agreed to without prior written permission from the Bank. The Contractor shall ensure the availability of a reliever for weekly off and a substitute is provided if a person is absent. The Contractor should arrange for replacing his workmen to give weekly off to his workmen as per the labour rules.

Contractor's personnel or their family members shall not be allowed to stay / reside at site if otherwise allowed by the bank. The documents related to submission of EPF, ESIC, salary paid, etc, to the respective statutory bodies has to be submitted along with next month bill for scrutiny.

The contractor shall abide by "The Prohibition of Employment as Manual Scavengers and their Rehabilitation Act-2013"

23 Safety, Security, etc.

That the Bank shall not be liable for any compensation in case of any fatal injury/death caused to any of the Contractor's employees while performing / discharging their duties/visiting Bank's premises for inspection or otherwise. The contractor shall alone be fully responsible for safety and security & insurance or life insurance of their personnel who are engaged for maintenance work.

In no case, safety norms shall be violated.

The Contractor agrees that its personnel shall comply with security regulations in effect from time to time at Bank's premises.

The Contractor should issue valid **Company identity cards** to all their staff personnel who will be providing services under this contract.

The Contractor shall provide and ensure that the personnel engaged by them wear proper uniform for which he should provide at least two sets of uniforms to its employees per year, protection gears like helmets, safety shoes, hand gloves, fully body safety belts, ladders,etc.

The Contractor shall ensure to get the **police verification** for all the man power deployed by them and the contractor should ensure that the manpower deputed should bear good character and conduct.

The contractor shall be responsible for the good conduct and performance on the part of his personnel and the contractor shall be deemed, for all legal and contractual purposes, the employer of the said personnel engaged by him and such persons shall not have any claim for employment in the Bank in whatsoever and howsoever manner or in any connection therewith against Bank now or at a future date. The contractor will at the request of the authorized officer of the Bank / Establishment will remove from the work place any person engaged by him for the services, who may be unsuitable or incompetent or whose conduct is not trustworthy or who misbehaves and / or is not courteous, polite with the employees of the Bank or its customers. The contractor should undertake to thoroughly verify the antecedents, addresses, qualifications, character, family background and technical qualification etc of its personnel.

The Contractor shall ensure that necessary tools and equipment are always available for the purpose of attending repairs on emergency basis.

The Supervisor, Plumber, Carpenter, Electrician, and other technicians shall be available and be report to the concerned Engineers / officer-in-charge every day.

All Contractor personnel will be subjected to physical checking while coming and leaving the premises. The contractor should maintain a register of its personnel who carry out the work and such register shall be kept open for inspection by the Bank as and when required.

The contractor is required to maintain First Aid kits for use whenever it becomes necessary.

24 Payment Terms:

Payment of wages/EPF/ESI etc to all the workers engaged by the contractor should be through an Account maintained with any Scheduled Commercial Bank which should be witnessed by an

officer of the Bank and evidence should be submitted to the Bank. **The payment to be made before 07th of the month.**

The performance of the contractor shall be monitored by the committee based on the feedback on quarterly basis.

25 Force Majeure:

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

26 Governing Language

The contract and all correspondence / communications and other documents pertaining to the Contract, shall be written in English.

27 Signing of Agreement of Maintenance Contract

This tender document shall be the basis for the Maintenance Contract to be entered into with the successful tenderer and the offer shall be strictly in line with the terms specified herein. No deviation from the terms and conditions specified shall be acceptable. For this purpose, the tenderer shall submit all the documents as specified in this tender duly signed and stamped on each page as a token of acceptance. The agreement shall be entered by user department.

28 Income Tax will be deducted on the gross amount of the monthly bill at the rates notified under Income Tax Act, 1961, from time to time by Govt. of India.

29 Necessary Contractors' All Risks (CAR) policy for all employees who are engaged for maintenance works to be obtained by Contractor.

Mandatory coverage in CAR Policy:

Physical Loss or Damage to the Project: Covering all accidental or unforeseen damage to the project works, materials, plant, machinery, and equipment.

Third-Party Bodily Injury and Property Damage: Providing coverage for any legal liability arising from accidental bodily injury or property damage to third parties caused by the Contractor or its employees during the course of maintenance work.

Contractor's Property and Equipment: Protecting the Contractor's own property and equipment used for maintenance activities against accidental loss or damage.

Debris Removal and Emergency Expenses: Covering the costs of debris removal and other emergency expenses incurred as a result of a covered event. Contractor's All Risk) insurance policy for all employees who are engaged for maintenance works, for safety & security & third-party Insurance to be obtained.

30 Details of Branches are available in the Tender Document which should be visited by vendors before participating.

31 The manpower indicated herein above may vary either side depending on actual requirement. Thus bills shall be payable on actual basis irrespective of tender quantity.

32 Service Charges is minimum @ 3.85% of labour component. Anyone quoting less than 3.85% service charges, such price bids would be rejected.

33 If the amount quoted by the bidder in the price bid is unreasonable/unrealistic or with Zero Profit Margin, based on the statutory payments or otherwise, the Bank reserves the right to reject such bids.

34 If more than one vendor quote the same i.e. L1 Amount, the work will be awarded through draw or through sharing of branches among L1 vendors or through any other method as per bank's discretion. The decision of the bank in this regards shall be final.

35. In case two bidders quote the same price, the bank, may select the vendor through "Run L1 Selection" feature of GeM or "through Lottery" or " through any other method as the bank may deem fit & the decision of bank in this regard shall be final.

SAMPLE BUSINESS RULE DOCUMENT

ONLINE E-TENDERING FOR PROVIDING COMPREHENSIVE HOUSEKEEPING & MAINTENANCE SERVICES FOR ALL 60 STATE BANK OF INDIA BRANCHES UNDER SBI RBO-V JAMMU THROUGH GeM PORTAL.

(A) Business rules for E-tendering:

1. All the contractors as per the criteria of tender in providing Housekeeping & Maintenance Services shall be eligible to participate.
2. SBI will use the services of GeM portal.
3. In case, there is any change in e-tendering service provider, the SBI will inform the qualified bidders suitably at appropriate time.
4. Business rules like event date, closing and opening time etc. will be communicated through GeM for compliance.
5. E-tendering will be conducted on schedule date & time on GeM portal.
6. The e-tendering on GeM portal will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.

(B) Terms & conditions of E-tendering on GeM portal:

SBI shall finalize the online price bid tender through GeM portal. Please go through the guidelines given below and submit your acceptance to the same.

1. E-tendering shall be conducted on GeM portal on pre-specified date. While the Contractors shall be quoting from their own offices/ place of their choice, Internet connectivity and other paraphernalia requirements shall have to be ensured by Contractors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders' responsibility.
2. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives such as back-up power supply etc. whatever required so that they are able to circumvent such situation and still be able to participate in the E-tendering on GeM portal successfully.
3. Failure of power at the premises of Contractors during the E-tendering cannot be the cause for not participating in the E-tendering. On account of this, the time for the E-tendering will not be extended and SBI shall not be responsible for such eventualities.
4. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency (RUPEES) & Unit of Measurement will be displayed in Online E-tendering on GeM portal.
5. **BID PRICE: The Bidder has to quote the rate as per the Tender Document provided by SBI.**
6. VALIDITY OF BIDS: The Bid price shall be firm for a period specified in the GeM Portal and shall not be subjected to any change whatsoever.
7. **Procedure of E-tendering:**

Online E-tendering:

- i. The Price Bids will be available on the Bank's website during the period specified on the GeM Portal.
- ii. Online e-tendering for Price Bid submission through GeM Portal shall be open to the bidders qualified by the SBI as per Technical Bid Evaluation and Eligibility criteria mentioned herein above.

- iii. The Price-Bid shall be made available on the GeM Portal wherein the contractors will be required to fill-in their Item-wise rates for each item.
 - iv. The Contractors are advised not to wait till the last minute to submit their online item-wise quote in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
 - v. It is mandatory to all the bidders participating in the price bid to quote their rates for each and every item.
 - vi. In case, contractor fails to quote their rates for any one or more tender items, their tender shall be treated as **"Incomplete Tender"** and shall be liable for rejection.
8. SBI shall be at liberty to cancel the tendering process / tender at any time, before ordering, without assigning any reason.
9. SBI shall not have any liability to bidders for any interruption or delay in access to the GeM Portal, irrespective of the cause.
10. Other terms and conditions shall be as per guidelines issued by Government of India for GeM Portal and Terms & Conditions mentioned in the NIT.
11. OTHER TERMS & CONDITIONS:
- a. The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
 - b. The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.
 - c. SBI decision on award of Contract shall be final and binding on all the Bidders.
 - d. SBI reserve their rights to extend, reschedule or cancel the tender within its sole discretion.
 - e. SBI shall not have any liability to Bidders for any interruption or delay in access to the GeM Portal, irrespective of the cause.

DETAILS OF PREMISES:

The bidders are required to provide HOUSEKEEPING & MAINTENANCE SERVICES for following 60 State Bank of India Branches under SBI RBO-V Jammu :

S. No.	BRANCH CODE - BRANCH NAME	NUMBER OF UNSKILLED MANPOWER REQUIRED
1	01186-UDHAMPUR(J - K)	2
2	01365-LEH	2
3	01390-KARGIL	2
4	02303-BANIHAL	1
5	02307-BATOTE	1
6	02346-GARHI	1
7	02456-RAMBAN J AND K	1
8	02457-RAMNAGAR	1
9	03198-DODA	2
10	03318-CHINAR COMPOUND UDHAMPUR(J-K)	1
11	03658-AIR FORCE STATION UDHAMPUR	1
12	03659-THATRI	1
13	03886-CHOGLAMSAR LEH	1
14	04595-UDRANA	1
15	04596-KISHTWAR	2
16	05239-KUMBATHANG(KARGIL)	1
17	05659-ASSAR (SAB)	1
18	05660-RAMSU	1
19	05885-DRASS	1
20	06227-KUD	1
21	06622-PREM NAGAR	1
22	06870-SHAKAR	1
23	06895-PANCHARI	1
24	06937-T.C.A. LEH	1
25	07702-SASPOL	1
26	07750-SHARGOLE	1
27	08450-KHILANI	1
28	08451-SERI SAB	1
29	12206-BHALRA	1
30	13717-NIMU	1
31	13718-MATSTLANG (KARU)	1
32	13719-FIRE - FURY	1
33	16876-HELIPAD KISHTWAR	1
34	17251-CHENANI	1
35	18049-TANGSAY (TAGSTE)	1
36	50616-SME COURT ROAD UDHAMPUR	1
37	61253-GANDOH	1

S. No. (continued)	BRANCH CODE - BRANCH NAME	NUMBER OF UNSKILLED MANPOWER REQUIRED
38	61292-DISKIT	1
39	61711-KHALTSI	1
40	61713-BODH KHARBOO	1
41	61715-NYOMA	1
42	63485-RDB RACC DODA	1
43	63486-RDB RACC KARGIL	1
44	63488-RDB RACC LEH	1
45	63489-RDB RACC RAMBAN	1
46	63490-RDB RACC UDHAMPUR	1
47	63955-PADUM	1
48	64097-CHUCHOT	1
49	64098-KHURBATHANG	1
50	64099-SME LEH	1
51	64255-CHUMATHANG	1
52	64256-TAISURU	1
53	64257-SAKTI	1
54	64258-SANKOO	1
55	64274-BAYOTA	1
56	64390-GARKONE	1
57	64436-PRATAP PUR	1
58	64437-ATHOLI PADDER	1
59	64438-SHIV NAGAR	1
60	64440-MANWAL	1

REGION	No. OF BRANCHES	NUMBER OF UNSKILLED MANPOWER REQUIRED
REGION V	60	65
Total	60	65

GENERAL CONDITIONS OF THE CONTRACT

1. DEFINITIONS:

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

'The Contract' means the documents forming the tender and acceptance thereof and the formal agreement executed between SBI and the contractor, together with the documents referred to therein including these conditions and other instructions issued by the 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 State Bank of India having its Head Office at Ground Floor, Raheja Chambers, Free Press Journal Marg, Nariman Point, Mumbai and State Bank of India, Corporate Centre, Nariman Point, Mumbai, respectively.

'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 State Bank of India, Office / Residential Complexes, 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 the work(s) described in the "Scope of Work" and/or to be executed in accordance with the contract and includes labour, materials, apparatus, equipment of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

'Month' means calendar month.

'Week' means seven consecutive days.

'Day' means a calendar day beginning and ending at 00hrs. and 24hrs. 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, RBO-V, JAMMU**.

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 works at 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. SIGNING OF CONTRACT DOCUMENTS

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract with the respective establishments of SBI within 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.

8. 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.

9. 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 the said documents shall be used for any purpose other than that of this contract.

10. PERFORMANCE SECURITY / GUARANTEE DEPOSIT:

The successful bidder should submit a Performance/ Financial Bank Guarantee for an amount equivalent to 3% of the value of contract (i.e.12 month value of contract) within 15 days from the date of issue of work order. The Bank guarantee will be valid for a period of 15 months or such other extended period as the Bank may decide for due performance undertaken by the successful bidder.

11. INSURANCE COVER :

The Contractor shall obtain adequate insurance policy / policies in respect of his workmen to be engaged for the work, towards meeting the liability of compensation arising out of death / injury / disablement at work etc. The Contractor shall provide weekly off / holidays to his workmen as per applicable laws / labour laws but it will be his responsibility to ensure uninterrupted services to the Bank on all days.

12. 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.

13. 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 tools 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.

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

14. CONTRACTOR TO SUPPLY TOOLS & PLANTS ETC.:

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

15. WAGES TO BE PAID:

The Bank will pay the Contractor the said contract amount, (herein after 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 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 the respective branches 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:

- Minimum Pay for 26 days as per rates specified by Govt. of India from time to time
- EPF
- ESIC
- Any other statutory compliance in details

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

All the bills to be submitted to the respective branches along with Mode of payment by Contractor to its employees.

The performance of the contractor shall be monitored by the committee based on the feedback on quarterly basis.

16. UNIFORM:

The contractor shall provide at least two sets of New Uniforms (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.

17. WORK ON SATURDAY AND HOLIDAYS:

The contractor has to arrange for engaging his workers on all Saturday & 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.

18. ADDITIONAL WORK:

Should any new areas of work transpire, which the Bank 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 Bank and the contractor based on actual rate analysis on established norms. In the event of non-agreement of the rates, the Bank reserves the right to get the same carried out through any other agency so appointed for.

19. 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 therefrom.

20. 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 Act1961
- Industrial Employment (Standing Order) Act1946
- 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 Act1938,
- Employers Liability Act1938,
- Industrial Disputes Act1947

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

21. TECHNICAL AUDIT /SCRUTINY:

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

22. 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.

23. ACCIDENTS:

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

The contractor shall submit report of all accidents, fires and property damage, dangerous occurrence to the authorized State Bank of India 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 State Bank of India. In addition, the contractor to the authorized State Bank of India, official shall also submit periodic reports on safety from time to time as prescribed.

24. 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 to the 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, the 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-panelling the contractor or debarring them in future tendering process.

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

Before commencing the work, contractor shall submit a 'SAFETY PLAN' to the authorized 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 at no extra cost paid by the bank :-

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

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

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.

26. INDEMNITY BOND:

- i. Contractor shall sign an Indemnity Bond in an approved format as per **Annexure-E** before starting the work, indemnifying the SBI & its offices/branches 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.
- ii. 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.
- iii. 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.
- iv. 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.
- v. 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.

27. 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.

28. INSOLVENCY

The competent authority of the Office of the SBI, RBO-V Jammu 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.

29. CONFIDENTIALITY:

- i. 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.
- ii. 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.

30. CORRUPT OR FRAUDULENT PRACTICES:

- i. The SBI as well as Tenderer shall observe the highest standard of ethics during the procurement and execution of such contracts.
- ii. "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.
- iii. "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.
- iv. "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.
- v. "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.

- vi. 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.
- vii. 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.

31. PENALTIES /LIQUIDATED DAMAGES:

- i) The Contractor shall disburse salary to its deployed manpower as per Central Govt. minimum wages Act latest by 15th of every month, failing which penalty equivalent to one-day salary (Basic + DA) per delayed day shall be credited by the contractor into the account of the respective 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 encashed. The SBI will have the power to appoint any other agency for the manpower services at the risk and cost of the Contractor.
- ii) 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).
- iii) 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.
- iv) 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.
- v) 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.

32. PRICE VARIATION CLAUSE:

Price variation for Labour component: Please note that all rates (Material Cost, Profit 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 may consider renewal of contract for similar **two terms** on the same terms and conditions except minimum wages which shall be considered as per Central Government rates prevailing at material time provided that the service rendered by the vendor are found satisfactory. Material cost may be hiked on mutually agreed rates. However, renewal of contract is discretion of the Bank and the contractor shall have no right to claim for the same.

33. 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 two similar terms 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.

34. 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 Bank 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.

35. 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.

36. The Contractor shall carry out improvements as may be necessary for ensuring satisfactory service and shall take due notice of complaints made by the staff members and Branch Manager. The Contractor, duly attending to the complaint, shall submit the Complaint Register to the Officer(Maintenance) every day and to Branch Manager once in a week for further putting up to the Competent Authority.

37. In the event of shortage of water supply it will be Contractor's responsibility to ensure that arrangements are made for storage of water in sufficient quantity for drinking and toilet purposes, payment shall be made by the Bank on submission bills

38. A system of checking the quality of services by the Contractor will be as under:-

- i) Supervisor of the Contractor will visit all the sites at office campus with BM/ Officer (Maintenance) once in a day at convenient time preferably in the evening and record their findings on a register (format to be prescribed), where Officer (maintenance) will also sign.
- ii) Supervisor of the Contractor will arrange to obtain a weekly certificate on a register regarding the Jobs done by his labours at all the sites.
- iii) Supervisor of the Contractor will also visit the pathways at Office campus along with BM/ Officer (maintenance) and record their findings on the prescribed register on cleanliness of the open area in the campus area and daily completion of other contract works for all the sites.
- iv) The above registers will be maintained at the department. As per records of the registers Branch Manager/ Assistant General Manager will arrange to impose penalty at the time of release of payment to the Contractor every month. Each deficiency should attract penalty of the 1day's, 1 labour's cost, or 3.33% of the aggregate monthly contract value, to the minimum of Rs 5000/- per day.

39. All the labourers of the Contractor should report for duty to the BM/ Contractor's Supervisor. All the labourers of the Contractor may be supplied with Id Card by the Contractor and photocopies of the Id cards should be handed over to us for identification and verification by Security guards at the time of entry. All the labours of the Contractor should always wear the Identity card inside the complex.

40. Tentative time Schedule for services required (not exhaustive)

Duty shifts of Contractor's labour will be different; depending upon the nature of services required which may be as under:

Detail / Description	Periodicity	Timings
General sweeping / cleaning / mopping services to all areas on all working days	All Working Days	9 AM to 4 PM.
All branch/ Office Premises cleaning	All Working Days	Before 9.30 AM.
Toilets & urinals cleaning	Two times on all Working Days	Before 9.00 AM. & after 2.00 PM.

(Time Schedule may be redrawn by the Bank from time to time)

The Contractor shall provide weekly off / holidays to his workmen as per applicable / labour laws but it will be his responsibility to ensure uninterrupted services to the Bank on all days.

41. The Contractor shall be able to comply with all rules and regulations in respect of all the labour laws and statutory requirements, including fire safety regulations and other regulations, which are in vogue or will become applicable in future.

42. The Contractor shall accept and bear full and exclusive liability for the payment of any or all taxes etc. (Except GST), now in force or hereafter imposed, increased and revised from time to time by the Central or State Government or by any other local authority with respect to provision of services or arising out of or in connection with wage, salaries, or other compensations paid or payable to persons employed by the Contractor.

43. The Contractor shall fully comply with all the applicable laws, rules and regulations relating to P.F. Act including the payment of P.F. contributions, , Minimum Wages Act, Workmen's Compensation Act, ESI, CL(R&A) Act, Essential Commodities Act, Migrant Labour Act and' or such other Acts or Laws or regulations passed by the Central & State, Municipal and Local Government

agency or authority, including T.D.S. as per I.T. Act, applicable from time to time. Applicable GST shall be paid extra.

44. The Contractor shall be responsible for proper maintenance of all Registers, Records and Accounts as required under the applicable laws / statutory provisions and' or Rules / Regulations framed there under. The Contractor shall be responsible for maintaining records pertaining to Payment of Wages Act and also for depositing the P.F. contributions, ESI contribution if required, with authorities concerned. Penalties, if any, imposed by the concerned authorities will be recovered from the payments to be made to the contractor.

45. The Contractor shall engage pre subscribed number of trained employees, for essential housekeeping and maintenance on any day, below which it will be treated as absolute default in services. The Contractor shall ensure that they observe cleanliness and wear neat and clean uniforms with plastic Name Badges, identity cards with photographs and that they are courteous, polite and prompt while rendering efficient service in their respective areas. The Contractor shall have full control over the employees engaged by him. The Contractor shall give necessary guidance and directions to his employees to carry out the jobs assigned to them by the Contractor. The Contractor shall also be responsible for the payment of their wages and / or dues to his employees, to which they are entitled under the applicable laws. All liabilities arising out of violation of local laws and / or central laws shall be his responsibility. He will on the report of Branch Manager/AGM immediately replace from the work any person(s) / contractor labour(s) who may, in the opinion of the Bank be unsuitable or incompetent or who may misconduct himself and such a person shall not be again deployed/ engage or allowed in the work / campus and provide a competent and suitable person.

46. The Contractor shall be responsible for cleaning and refilling water jugs/glasses in all Bank branches. This shall be done at a minimum frequency of [twice daily] or as needed, ensuring they meet hygiene standards acceptable to the Bank.

47. All Cleaning materials/ consumables will be provided by the Contractor. The materials/ consumables should be used without compromising the quality of service.

48. All toiletries like hand washing soap at all the toilets of the building and other toilet materials should be maintained at the toilets of the branch and the materials will be supplied by the contractor.

49. The Contractor shall arrange for & ensure daily cleaning and others services for the entire complex as specified in Annexure. Even if a room or any other area is not being used, the dusting / cleaning would be done as per schedule.

50. The Contractor will arrange for providing the napkins wherever required twice a week or earlier if required. Napkins etc. will be supplied by the Bank. The Contractor shall keep proper account of these items and arrange for their regular washing etc. Laundry charges will be paid separately on production of valid bills.

51. The Contractor shall ensure opening and proper locking of all rooms in the office building.

52. The Contractor shall be responsible for all the claims of his employees and the employees of the Contractor shall not make and claim whatsoever against the State Bank of India, RBO-V, JAMMU. The Contractor's workmen will not have any right whatsoever to get absorbed in the State Bank of India, RBO-V, JAMMU.

53. The Contractor shall engage fully trained and adequately experienced workmen, who are medically fit. They should be free from any infections.

54. House - keeping and maintenance services are to be done in such timings that the working of the State Bank of India, is not disturbed in any way.

55. In case the Contractor, or any of his employees, fails to fulfil his obligations for any day or any number of days to the satisfaction of the Bank, for any reason whatsoever, the contractor shall pay by way of liquidated damages up to 5% of the monthly bill and the Bank shall without prejudice to its other rights and remedies, shall be entitled to deduct such damages from the money, if any, payable to the Contractor.

56. The Contractor shall bear all the costs and expenses in respect of all charges, including stamp duty, registration etc. of this agreement and/or any other documents/agreements, which are required to be executed.

57. Shifting of loose furniture from one floor to other floors (i.e. tables, chairs, storage units, cup boards, computer peripherals, electrical items, files etc.) in the bank building. The labour charges included within the maintenance contract.

58. The Contractor's, rate shall remain firm throughout the contract period.

59. The Contractor will be responsible to attend to all complaints / requirements within the purview of the contract. He will also be responsible to communicate immediately any complaint of sickness, mishap accident etc. to the Branch Manager/ Assistant General Manager. Complaint Register / Suggestion Register and First Aid Box to be provided by the State Bank of India, will be made available at the Reception Counter under the control of the Contractor's men.

60. The Contractor must maintain the following register:-

- a) Attendance Register
- b) Wages Register
- c) Leave Register.
- d) Overtime Register
- e) Register of fines
- f) Register of advances
- g) Register of deductions on account of damage or loss caused to the employees
- h) Register for Contract employees.
- i) Contractor shall submit half yearly return before 30 days of completion of half year for the previous half year.
- j) Register of overtime).
- k) Every Contractor shall issue a wage slip to his employee at last 1 day prior to disbursement of wages.
- l) All the records to be retained for a period of atleast 3 calendar years.
- m) Contractor shall possess own ESI code number and remit of ESI contribution before 20th of every month and submit a copy of the challan to the Principal Employer.
- n) Every Contractor shall maintain an Inspection book in which the Inspector visiting may record his remarks. The Inspection book shall be of 18 x 15 cms size bind book. The first page of the book shall contain the following particulars:-
 - Name and address of the establishment.

- Registration No.
- Name of employees.
- Father's name.
- Postal address.

All the above registers/records should be available for inspection /scrutiny by the officials of the Bank.

61. The contractor shall abide by "The Prohibition of Employment as Manual Scavengers and their Rehabilitation Act-2013"

62. The Contractor should obtain necessary labour license form statutory authorities for deploying man power.

63. All personnel provided by the Contractor will be on the payrolls of the Contractor / Company and there will be no Employee and Employer relationship between the personnel engaged by the Contractor and the Bank.

64. That the Contractor will not sub-contract or permit any other person to perform any of the work or services agreed to without prior written permission from the Bank.

65. The Contractor shall ensure the availability of a reliever for weekly off and a substitute is provided if a person is absent. The Contractor should arrange for replacing his workmen to give weekly off to his workmen as per the labour rules.

66. Contractor's personnel or their family members shall not be allowed to stay / reside at site.

67. The documents related to submission of EPF, ESIC, salary paid, etc, to the respective statutory bodies has to be submitted along with next month bill for scrutiny.

68. The contractor shall abide by "The Prohibition of Employment as Manual Scavengers and their Rehabilitation Act-2013".

69. The successful vendor has to submit system generated GST tax invoice incorporating Bank's GST in number and vendor GST no. Manual GST invoices will not be accepted. Separate Invoices shall be raised in the names of branches.

SCOPE OF WORK

The bidders are required to PROVIDING COMPREHENSIVE HOUSEKEEPING & MAINTENANCE SERVICES FOR ALL 60 STATE BANK OF INDIA BRANCHES UNDER SBI RBO V JAMMU

The bidders are required to provide following indicative services for State Bank of India Office Branches/Office complexes:

In the SBI Branches/Office premises HOUSEKEEPING, & MAINTENANCE SERVICES for all of the following services to be set up for an effective service delivery process

- i. Housekeeping & maintenance
- ii. Electrical Maintenance Services
- iii. Plumbing and Sanitation (including water motor repairing at own expenses)
- iv. Carpentry Maintenance work.
- v. Pest Control Services.
- vi. Landlines, Telephones & Intercoms

The brief details of scopes of services are mentioned below:

A. HOUSEKEEPING & MAINTENANCE SERVICES :

S. No.	Nature of Services	Frequency
1	<u>Sweeping & Cleaning:</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> Vacuuming all carpets, runners and carpet protectors so that they are free of dirt, lint, mud, etc. All Sofa set/chairs, revolving/non-revolving cushioned chairs cushioned stools, Curtains, venetian/vertical fabric blind, Roller Blinds etc.	Fortnightly
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 & washrooms. 	Daily
4	<p><u>Trash Removal:</u></p> <ol style="list-style-type: none"> 1. 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. 2. All waste from waste paper baskets will be collected and deposited in the building's waste containers. 3. Dry & wet garbage would be segregated and temporarily dumped into designated area within the premises. 4. Collection of old newspapers, bundling & shifting to specified place. 5. All the wastes, trash, debris, garden waste etc. has to be disposed from the campus on daily basis as per the guidelines of MCC. Any co-ordination in this regard with MCC has to be carried out by the Contractor. 6. 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	<p><u>Glass Surface Cleaning:</u></p> <ul style="list-style-type: none"> • All glasses at entrance doors and windows of the premises would be cleaned using damp and dry method. • Glass table tops, cabin doors, cabin partitions and glass accessories would also be cleaned. • Removal of grease marks or fingerprints on glass counters and partitions. This cleaning is done using approved all-purpose cleaner and lint free cloth or paper towels. 	Daily
6	<p><u>Spot Carpet Cleaning:</u></p> <ul style="list-style-type: none"> • Spot clean carpets whenever necessary to remove stains, using appropriate products, chemicals, etc. 	Daily
7	<p><u>Damp & Dry Cleaning:</u></p> <ul style="list-style-type: none"> • Wipe clean all white boards of meeting rooms, conference rooms, etc. • Wipe clean all table tops of workstations, cubicles and other furniture and fixtures. • Conference Rooms • Cleaning includes cleaning of Glass windows, ceiling, marble cladding, carpets, chairs, Service Rooms/ bath/ toilets, etc. 	Daily
8	<p><u>Shifting of Furniture:</u></p> <ul style="list-style-type: none"> • Attendants needed at SBI Branches under RBO-V Jammu for Shifting of chairs, tables, cup boards, e-wastes, monitors, computers, printers, etc. within the premises using suitable trolley as per instruction of bank officials. 	On need basis

	<ul style="list-style-type: none"> Also, will be utilized by the Dept. in events of meetings, conferences and day to day works at different departments. 	
9	<p><u>Deep Cleaning:</u></p> <ol style="list-style-type: none"> Stairways, surrounding common areas, terraces, generator rooms, AHU Rooms, basements, car parking, etc. Ceiling, walls, partitions, etc. Interior & Exterior glasses will be cleaned on both sides, throughout the building. Ceiling fans, pedestal fans, wall mounted fans, Indoor split AC units, etc. 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 local Municipal Corporation and keep the inter-junctions clear from any obstruction. During monsoon season the Contractor has to ensure periodic cleaning of the basement, etc. with suitable materials for removing the algae / green patches formation. 	Weekly (only on Sunday / other Holidays)
10	<p><u>Window Glass Cleaning:</u></p> <ul style="list-style-type: none"> The service provider shall undertake cleaning of the glasses and glass panes from the interior in all floors. Dusting window sills and blinds. 	Weekly
11	<p><u>Sanitizing:</u></p> <ul 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
12	<p><u>Dusting & Wiping:</u></p> <ul style="list-style-type: none"> Dusting and wiping light fixtures, when completed the light fixtures shall be free from dirt, grime, dust and marks. Applying metal polishes to accessories or door handles, name plates, hand railings, lift walls, etc. where applicable. 	Fortnightly
13	<p><u>Scrubbing:</u></p> <ul style="list-style-type: none"> All floor areas with scrubbing machines. 	Fortnightly
14	<p><u>Deep Cleaning:</u></p> <ul 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. 	Fortnightly

	<ul style="list-style-type: none"> • 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 basis. • Cleaning, dusting, cobwebs. • Dusting of fire extinguishers, fire hydrant heads located at various places. <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>	
15	<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. Cost of polishing material to be borne by the contractor. 	Fortnightly
16	<p><u>Cleaning Work:</u></p> <ul style="list-style-type: none"> • Cleaning of vertical fabric blinds/ Roller Blinds and checking / rectification of the same using suitable material • Deep cleaning of all service ducts, chhajjas in the floor, etc. <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, chhajjas etc.</p>	Quarterly or as and when required
17	<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. Cost of dry cleaning will be borne by Bank.</p>	Quarterly or as and when required
18	<p>Mechanized cleaning, vacuum sweeping, spray / manual dusting, mopping, water / chemical cleaning of schedule premises, marble / vitrified tile flooring / granite flooring / ornamental & decorative wooden flooring including all floors and wooden furniture of high value, crystal glass doors / panes, modern electric gadgets, electric fixtures, windows, window panes, curtains and blinds, carpets, windscreens, polished metal surfaces including lobby areas, lounges, corridors, toilets, urinal bowls and wash basins etc. and exterior cleaning, polishing of glasses and metallic engravings, logos, sign names etc. required to keep the premises in the excellent condition, Garbage removal.</p>	
19	<p>Mechanized / chemical/shampoo cleaning of chairs @ 6 months interval</p>	

B. ELECTRICAL MAINTENANCE SERVICE:

S. No.	Nature of Services	Frequency
1	Providing licensed electrician with helper on all days including Sundays & holidays. Relief arrangement charges, will be paid by the bank on mutually agreed rates.	Daily
2	Operation and maintenance and regular up-keep of lighting and allied electrical works, within the building/premises.	Daily
3	Operation and maintenance and upkeep of exhaust fans in the building/premises.	Daily
4	Changing of fused tubes and other items with LED lights as per instructions of Engineer-in-charge and handing over the fused ones to the Officer (maintenance) and / or Electrical Engineer. Cost of the material will be borne by Bank.	Daily
5	Switch off/on the common area lights, fans, etc. as scheduled and requirement to save Energy.	Daily
6	Cleaning of mains, distribution boxes of each floor and checking up of all the electrical connections to all the gadgets.	Weekly
7	Cleaning, dusting of electrical and telephone shafts, starters, pumps, panel boards, cable racks etc.	Monthly
8	Maintenance and cleaning of all electrical fixtures and fans.	Monthly
9	Cleaning and dusting of panel boards once in every 30 days.	Monthly
10	Faulty parts and equipment are to be replaced by the Contractor without charging anything extra towards labour cost. However, the cost of items mentioned will be reimbursed to the Contractor on actual basis on production of GST paid Invoice duly certified by the Bank's Engineer or officer in charge provided replacement of all such Items/fittings/fixtures are considered beyond repairs by the Engineer-in-charge or officer in charge who have issued specific written instructions to replace the same.	As & when required
11	Replacing bulbs, tube lights etc. with LED lights, wherever / whenever required. Cost of the material will be borne by Bank.	As & when required
12	To clean fans and exhaust fans, wherever / whenever required	As & when required
13	Disposal of complaint must be made on first come first serve basis. However, in some cases, priority shall be accorded by the in charge of the work.	As & when required
14	The contractor will have to do the repair maintenance of existing Air Conditioners of the Split, Cassette, Window, Tower, Duct (approx. 135 ACs), wherever / whenever required. Cost of the material will be borne by Bank.	As & when required
15	Replacement / repair of faulty switches, holders, screws etc. at its own cost.	As & when required
16	Oiling, greasing of fans (ceiling and exhaust) as and when required at its own cost.	As & when required
17	Repair and replacement of existing tube lights, bulbs, chokes & starters, ceiling fan regulators at its own cost. If the existing light is replaced by Led lights, then the cost of material/light will be borne by the bank.	As & when required
18	New Wiring of circuit wiring, point wiring, power point, Lan/networking on need basis and the material cost will be borne by the Bank.	As & when required
19	Checking of earthing system on regular basis to make it functional and effective	As & when required

20	Electrical maintenance of pumps, motors and General Electric equipment's, Electrical maintenance works including H.T/L.T. Panels, Capacitor panels, MCCB, relays, internal wiring, 1100/440V transformer(s), earth pits, lightening arrestors, Lift Panels, UPS panels etc. If any material is replaced/repared the cost of material will be borne by the bank.	As & when required
21	Maintain power factor to unity to avoid any penalty from electricity department. If any penalty imposed on bank by electricity department due to poor power factor, then the same will be borne by the vendor.	As & when required
22	Electrical load in all three phases must be maintain in balanced condition	As & when required
23	Any other work directly related to Electrical maintenance of specified buildings.	As & when required
24	Vendor must make logbook for records of servicing of HT/LT panels, Capacitor Panel(s), VCB, ACB, 1100/440V Transformers, checking earthing work, cables insulations data etc. carried out by him in the premises.	As & when required
25	The firm/agency shall have to arrange all necessary T & P like (Electrical measuring instruments, Operative instruments like screwdriver set, spanner set both open and ring type, Megger, Insulation Tester, Multi-meter, crimping tool, torch hand lamp bucket, container, table, chair, almirah, Hand gloves, Cable fault detector, Aluminum Ladder of suitable length, Telescopic ladder, & other unforeseen T & P Tester items at their own cost and shall be kept ready at site for which nothing extra shall be paid.	As & when required
26	In the event of any hazard occurred at site due to lack of preventing maintenance/poor workmanship, or otherwise, the vendor will be held responsible, and the vendor must attend to it on top priority, otherwise the same will be executed at his risk and cost and recovery/penalty shall be deducted from his bills.	As & when required
27	In case of any accident during the operation / maintenance of the equipment leading to injuries /damages to human beings / equipment and / or loss of life, the contractor shall be fully responsible for settling all claims and indemnify the department against any claims arising out of such accidents.	As & when required
28	The successful tenderer has to liaison with the local authorities/Electricity department in case of HT failures, load shedding, etc. during maintenance.	As & when required
29	The agency shall carry out the maintenance of any new equipment added in the system without any extra cost. If any material is replaced, then the cost will be borne by the bank.	As & when required
30	It is the responsibility of the agency to carry out the electrical work to the best satisfaction and requirement of Bank/ Bank's Engineer-in-charge or officer in-charge and additional strength of staff shall be deployed. Cost of extra manpower will be re-imbursed by the bank.	As & when required
31	Logbook maintenance and Frequency of following work are as follows:	
i.	Servicing & maintenance of HT/LT panel	Quarterly
ii.	Servicing & maintenance of Bank's D.G. Set	Quarterly
iii.	Servicing & maintenance of all type of earthing	Quarterly
iv.	Servicing & maintenance of Transformer(s)	Yearly

v.	Maintenance and Servicing of capacitor panel(s)	Quarterly
vi.	Electric Load Balancing work	Quarterly
32	Maintenance of P.A. System	As & when required
33	Maintenance of Pump Sets	As & when required

C. PLUMBING MAINTENANCE SERVICE:

S. No.	Nature of Services	Frequency
1	Providing skilled plumber with all required tools on all days including Sundays and holidays.	On need basis
2	Removing choke-ups in all the plumbing installation inside the bathrooms, toilets & kitchen/pantry, and common areas, plumbing ducts, sewer lines, supply lines etc	As & when required.
3	Attending to leakage from taps, showers, flushing cistern, etc., at all floors, duct areas and outside premises so as provide "first-aid" solutions to prevent any damage & undertake necessary repairs after completing all norms.	As & when required
4	Repairs to plumbing & sanitary fittings like flushing systems CI/PVC/Ceramic etc., including removal of siphons, bells, float valves, provision of cotter pin, plunger washers, nut and bolts for siphon, 'S' hooks, Ball-cock etc. including removal and re-fixing with new accessories of appropriate sizes and making it in working condition. Cost of items & labour will be borne by the bank.	As & when required
5	Cementing of joints of various drainage lines, gaps between wash basins, sinks and that of walls, pointing of joints of tiles of floors and dados, cementing of loose tiles, floors, and dados, including re-fixing the same with white cement and matching pigment. Cost of items & labour will be borne by the bank.	As & when required
6	Checking and monitoring of all installation and to attend any defect immediately. Major work to be informed to the concerning officer.	Weekly
7	Clearing the vegetation from the buildings wherever it appears	Monthly
8	All Sewage/drainage line, inspection chambers, floor traps, etc. to be checked & cleaned inside the Premises up to Municipal Manhole (including removal of debris, sludge etc. from the line/ chambers and out of the Premises). Cost of labour will be borne by the bank.	Quarterly or as & when required.
10	Disconnecting and reconnecting plumbing connection in case of water heaters, geysers, boilers, coolers, electrical gadgets, whenever such electrical gadgets are required to be replaced/repared. Cost of items & labour will be borne by the bank.	As & when required
11	Disconnecting and reconnecting suction and delivery connection of water pumps whenever the pumps are required to be taken away for repairs/replacement. Removal of air locks from suction lines/delivery lines as and when required	As & when required

D. CARPENTRY MAINTENANCE SERVICE:

S No.	Nature of Services	Frequency
1	Providing skilled carpenter with all required tools on all days including	As & when

	Sundays and holidays. Cost of items & labour to be borne by the bank.	required
2	The complaints registered by the staff in the complaint book maintained with the SBI Branches, RBO-V Branches, Jammu will be routinely checked daily, and all complaints will be attended promptly.	Daily
3	Repairs and maintenance of all the doors, windows, racks, ventilators, sliding windows, pelmets / curtain rods, hangers etc. in the flats and of common area. Cost of items & labour will be borne by the bank.	As & when required
4	Removing and re-fixing the loose hardware items with necessary screws as required at site etc. complete. without claiming any extra cost.	As & when required
5	Replacement of worn-out wooden beading, any wooden members and any damaged hardware fitting. Replacement of broken glass panes of door and window shutters. Polishing of furniture, doors etc. Cost of material shall be paid as per the Bank's on actual basis.	As & when required

E. PEST MANAGEMENT SERVICES

S. No.	Nature of Services	Frequency
1	Pest Management for cockroaches (using Herbal gel), silver fish, ants, house flies, etc inside the premises.	Quarterly
2	Pest management for cockroaches, silver fish, ants, house flies, etc to common areas at all floors like staircase, lift lobbies, terraces, stilt parking, ground floor & rooms/cabins thereat, including drains, chambers, ducts, etc.	Monthly
3	Rodent control treatment for rats, mice & bandicoots using traps, baits, stick board, etc. in the entire complex including Kitchen, Pantry, Dining areas, drains, chambers, ducts, parking area, garden, etc	Monthly
4	Post construction Anti-Termite/white ant Pest Management treatment inside the premises. Cost of service/material shall be paid by the Bank's on actual basis.	As and when required

The work of Pest Control treatment Services shall be got carried out through approved

F. LANDLINE TELEPHONES & INTERCOMS

Servicing, Cleaning, Perfuming And Allied Services Of Landline / Intercoms at all 60 SBI Branches under RBO-V Jammu.

The contractor will provide skilled person as & when needed to ensure that all the landline telephones/intercom/mini-exchange lines are in working condition at all 60 SBI Branches under RBO-V Jammu.

- i) at all the times, cost of which will be borne by the Bank.
- ii) New point, if installed, cost shall be paid by the Bank.
- iii) Repair / servicing of Telephone (Cost of Telephone Set & wire will be borne by bank).

MANDATORY DATA/ KYC REQUIREMENT OF EMPLOYEES

The following data relating to employees has to mandatorily provided by the vendor: -

1. Name & Address of the employees
2. ID & Address proof
3. Two copies of Recent coloured photographs of the employees
4. EPFO registration details
5. ESIC registration details
6. Account numbers in which salary of the employees is to be credited, along with details of the Bank (viz. Name of the Bank, IFSC Code, Branch Name, Address of the Bank)

Signature of the contractor

Bid Covering Letter: To be submitted by the bidder along with Bid documents

To,

The Regional Manager
SBI, Regional Business Office –V,
2nd Floor, Administrative Office Building, Rail Head Complex,
JAMMU -180012

Sir,

Our Bid for Comprehensive Housekeeping & maintenance of all 60 SBI Branches under RBO-V Jammu , under Administrative Office- Jammu

We submit our Bid Document herewith. We understand that

1. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.
2. Bank may follow close or open bidding process as per requirement of the Bank.
3. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form.
4. If our Bid is accepted, we are to be completely responsible for the due Performance of the contract.
5. Vendor means the bidder who is decided and declared so after examination of commercial bids.
6. The Commercial Bidding process will be through an e-procurement e-tendering process. The online e-tendering will be conducted by the Bank or a company who have been authorized in this regard by the Bank. The bidders are required to possess a valid Digital Certificate for participating in the e-procurement process bid for Comprehensive Annual Maintenance contract for housekeeping Work.

II CERTIFICATE:

I/We read and understood all conditions and requirements of State Bank of India, RBO-V, JAMMU for providing Housekeeping, & maintenance services.

Yours faithfully,

For:

Signature: Name:

Seal of Company

MANPOWER REQUIREMENT**NO OF PERSONS REQUIRED FOR HOUSEKEEPING & MAINTENANCE SERVICES**

Total no of employees required for PROVIDING COMPREHENSIVE HOUSEKEEPING & MAINTENANCE SERVICES FOR ALL 60 STATE BANK OF INDIA BRANCHES UNDER SBI RBO V JAMMU are as under:-

The following manpower will be provided by the Contractor for respective locations :

S. No.	BRANCH CODE - BRANCH NAME	NUMBER OF UNSKILLED MANPOWER REQUIRED
1	01186-UDHAMPUR(J - K)	2
2	01365-LEH	2
3	01390-KARGIL	2
4	02303-BANIHAL	1
5	02307-BATOTE	1
6	02346-GARHI	1
7	02456-RAMBAN J AND K	1
8	02457-RAMNAGAR	1
9	03198-DODA	2
10	03318-CHINAR COMPOUND UDHAMPUR(J-K)	1
11	03658-AIR FORCE STATION UDHAMPUR	1
12	03659-THATRI	1
13	03886-CHOGLAMSAR LEH	1
14	04595-UDRANA	1
15	04596-KISHTWAR	2
16	05239-KUMBATHANG(KARGIL)	1
17	05659-ASSAR (SAB)	1
18	05660-RAMSU	1
19	05885-DRASS	1
20	06227-KUD	1
21	06622-PREM NAGAR	1
22	06870-SHAKAR	1
23	06895-PANCHARI	1
24	06937-T.C.A. LEH	1
25	07702-SASPOL	1
26	07750-SHARGOLE	1
27	08450-KHILANI	1
28	08451-SERI SAB	1
29	12206-BHALRA	1
30	13717-NIMU	1
31	13718-MATSTLANG (KARU)	1
32	13719-FIRE - FURY	1

S. No. (Continued)	BRANCH CODE - BRANCH NAME	NUMBER OF UNSKILLED MANPOWER REQUIRED
33	16876-HELIPAD KISHTWAR	1
34	17251-CHENANI	1
35	18049-TANGSAY (TAGSTE)	1
36	50616-SME COURT ROAD UDHAMPUR	1
37	61253-GANDOH	1
38	61292-DISKIT	1
39	61711-KHALTSI	1
40	61713-BODH KHARBOO	1
41	61715-NYOMA	1
42	63485-RDB RACC DODA	1
43	63486-RDB RACC KARGIL	1
44	63488-RDB RACC LEH	1
45	63489-RDB RACC RAMBAN	1
46	63490-RDB RACC UDHAMPUR	1
47	63955-PADUM	1
48	64097-CHUCHOT	1
49	64098-KHURBATHANG	1
50	64099-SME LEH	1
51	64255-CHUMATHANG	1
52	64256-TAISURU	1
53	64257-SAKTI	1
54	64258-SANKOO	1
55	64274-BAYOTA	1
56	64390-GARKONE	1
57	64436-PRATAP PUR	1
58	64437-ATHOLI PADDER	1
59	64438-SHIV NAGAR	1
60	64440-MANWAL	1
REGION	No. OF BRANCHES	NUMBER OF UNSKILLED MANPOWER REQUIRED
REGION V	60	65
Total	60	65

NOTE : THE FINAL NUMBER OF UNSKILLED MANPOWER REQUIREMENT MAY VARY BY UPTO 10% TOWARDS BOTH SIDES.

The contract labour should not be allowed to work for long tenure in the office. The contractor should be advised to depute the contract labour on **ROTATION** basis. The contractor will ensure leave arrangements, so that the said number of manpower may be available on daily basis without fail. In case of non-deployment of the requisite number of manpower, the clause of **WAGE CUT** will be applicable on prorata basis. However, if contract Labour is required by the Bank on Sundays / Holidays, the cost of relief arrangement such made will be borne by the bank on mutually agreed rates.

MANPOWER QUALIFICATION AND EXPERIENCE CRITERIA

Particular	Manpower Category Along with Qualification
Housekeeping staff <i>(General Shift)</i>	<i>Unskilled Category</i>

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 two sets of 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.

PRE QUALIFICATION ELIGIBILITY CRITERIA**Annexure-C**

a) Bidders meeting the following criteria are eligible to upload their Bids on GeM portal along with supporting documents. If the Bid is not accompanied by all the required documents supporting the pre qualification eligibility criteria, the same would be rejected:

S.No.	Eligibility Criteria	Documents to be submitted
1	The bidder must be a Firm/Proprietary/Company registered under Companies Act. With an experience of minimum 07 years in the field of House keeping & Maintenance	In case of Proprietary, copy of the GST Registration certificate/In case of firms, Copy of the firm registration Certificate /In case of company, copy of certificate of incorporation issued by Registrar of companies and full address of registered office.
2	Handled minimum 3 (three) completed annual contracts in HOUSEKEEPING & MAINTENANCE SERVICES with each contract having value of not less than Rs. 65.20 lakhs annually Or Handled minimum 2 (Two) completed annual contracts in HOUSEKEEPING & MAINTENANCE SERVICES with each contract having value of not less than Rs. 81.50 lakhs annually Or Handled minimum 1 (one) completed annual contracts in HOUSEKEEPING & MAINTENANCE SERVICES with each contract having value of not less than Rs. 130.35 lakhs annually	Copy of the work order and work completion certificates issued by the Principal Employers specifying the below criteria's for the works carried out during the period from 01/01/2017 to 31/12/2023. i. Scope of work. ii. Contract value. iii. Number of staff deployed by the contractor for the contract. iv. Period of the contract completed Note: (i) Renewal of annual contracts shall be considered as a single contract
3	The bidder should have a minimum average annual turnover of Rs. 49.00 lakhs for the previous three complete financial years (as on 31-03-2023). Audited/Certified Balance Sheet (by Chartered Accountant) for the years 2020.21, 2021-22 and 2022-23, establishing the turnover criteria should be uploaded.	Copy of the audited P&L Account and Balance Sheet duly Certified by the Chartered Accountant.
4	Vendor must produce copy of valid 11 KV/HT Grade A (Class-I) electrical contract license from Central Government or any State/UT Government in his/her name or in name of his/her associate at the time of bidding. It will be the responsibility of vendor to get the renewal of the license (if any) from concerned department on its own and no extra cost will be paid for the same.	

The bidder should have (i) Valid labour license under section 12 (1) of the Contract Labour Regulation and Abolition Act,1970.(ii) Registered with ESI, EPF, GST etc authorities and must be in possession of Permanent Account No(PAN).

A copy of the Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

Signature
Seal of Company

BIDDER DETAILS

Details of the Bidder

1. Name of the Firm:
2. Date of Incorporation and/or commencement of business:
3. Certificate of incorporation:
4. Brief description of the Bidder including details of its mainline business:
5. Company website URL, if any
6. Labour License No.
7. LIN No. :
8. ESI No .EPF No.
9. GST No.
10. PAN No.
11. Grade A (Class-I) Electrical contract license issuance date -
12. Particulars of the Authorized Signatory of the Bidder
 - a) Name:
 - b) Designation:
 - c) Address:
 - d) Phone number (Landline):
 - e) Mobile Number:
 - f) Fax Number:
 - g) Email Address

Signature
Seal of Company

EXPERIENCE DETAILS

List Of Top-3 Completed Annual Housekeeping & Maintenance Services Contracts (With individual contract value above Rs.25.00 Lakhs & contract period from 01/01/2017 to 31/12/2023). The work orders/ work completion certificate with completed contract value duly issued by the client to be enclosed as evidence.

S.No.	Description	Details (please fill)
Completed Annual Contract -1		
1	Client Name & Address:	
2	Annual Contract Value (completed value):	
3	Duration of the contract:	From: To
4	Client representative Name:	
5	Contact Nos (Landline/Mobile Nos)	
6	Mail id:	
Completed Annual Contract -2		
1	Client Name & Address:	
2	Annual Contract Value (completed value):	
3	Duration of the contract:	From: To
4	Client representative Name:	
5	Contact Nos (Landline/Mobile Nos)	
6	Mail id:	
Completed Annual Contract -3		
1	Client Name & Address:	
2	Annual Contract Value (completed value):	
3	Duration of the contract:	From: To
4	Client representative Name:	
5	Contact Nos (Landline/Mobile Nos)	
6	Mail id:	

DRAFT INDEMNITY BOND FORMAT

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

THIS DEED OF INDEMNITY BOND executed at Jammu on this _____day of _____month of year Two Thousand and Twenty Four (2024) By M/s_____duly represented by proprietor / one of its partners Shri_, aged _____ years, son of Shri_____,residing at_____ (here in after referred to as “the Contractor”)

In favour of Whereas State Bank of India has invited open bid tenders from the contractors for PROVIDING COMPREHENSIVE HOUSEKEEPING & MAINTENANCE SERVICES FOR ALL 60 STATE BANK OF INDIA BRANCHES UNDER SBI RBO V JAMMU

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

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

In consideration of SBI having awarded the above said Contract, the Contractor hereby undertake to indemnify and keep harmless the SBI from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations, any possible damage to the building and members of public in course of execution of the work for which Contractor shall be solely responsible.

Further, Contactor hereby indemnifies and keep SBI indemnified for any loss or damages incurred or suffered or to be incurred or to be suffered by State Bank of India on account of breach of the terms and conditions of the Contract by the Contractor.

Signature of Contractor with seal

DRAFT AGREEMENT
(SUBJECT TO SUITABLE MODIFICATIONS/ALTERNATIONS TO ANY EXTENT BEFORE
EXECUTION)
CONTRACT FOR COMPREHENSIVE HOUSE KEEPING AND MAINTENANCE FOR ALL 60 State
Bank of India Branches under SBI RBO-V, 2nd Floor, Administrative Office Building, Rail Head
Complex,
JAMMU -180012
(Site specific **draft agreement** shall be approved by the SBI prior to its execution)

THIS CONTRACT IS ENTERED AT JAMMU ON THIS DAY OF 2023 BETWEEN

State Bank of India, a body corporate constituted under the State Bank of India Act, 1955, having its Central Office at Madam Cama Road, Mumbai-400021 and one of its State Bank of India, Branches under RBO-V, 2nd Floor, Administrative Office Building, Rail Head Complex, Jammu -180012 hereinafter referred to as "the Bank" which expression shall include wherever the context so permits its successors and assigns of THE ONE PART.

AND

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

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

AND WHEREAS in pursuance to the acceptance of the tender of the contractor / service provider, both parties are desirous to enter into the present contract on the terms and conditions as set forth herein.

The Bank and contractor / service provider are collectively referred to as the "Parties" and are individually referred to as a "Party." Any reference made to male gender includes female and vice versa.

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

1. That the contractor/ service provider hereby agrees to render the comprehensive housekeeping & maintenance service, as mentioned in the tender notice, at all 60 SBI Branches under SBI RBO V Jammu.

2. It is hereby agreed between the parties that, all the Provisions, Terms and Conditions of the Original Tender Documents, Work Order and correspondence taken place between the parties shall form part and parcel of this agreement and undertakes to abide by the same.

3. The Bank will pay to the contractor/ service provider Rs. -----, subject to rendering the services and delivering goods to satisfaction of the Bank. The Bank reserves its unfettered right to deduct penalty / reduce the payment for the services not rendered / goods not delivered as per the terms of the Tender Document / Work Order and the decision of the Bank will be final. The charges payable to the contractor/ service provider do not include the Goods & Services Tax, but inclusive of all other taxes/ duties/ levies, whether existing or levied in future by Central Government or State Government or Local bodies as the case may be.

4. The contract will be valid for an initial period of 1 (One) year from the date of commencement of work subject to the renewal for two similar terms after expiry of initial period of one-year within the sole discretion of the SBI subject to satisfactory performance and not be claimed as right of the Contractor / Service Provider. In case of breach of contract or in the event of not fulfilling the minimum requirements/statuary requirement/satisfactory services etc., the SBI shall have the right to terminate the contract forthwith 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 the contractor / service provider solely at the discretion of the SBI.

5. (i) The contractor / service provider has quoted the material components / profit margin rates after duly considering the prevalent rates of minimum wages prescribed by the Central / State Government and the components / profit margin rates shall remain fixed and valid for a period of one year i.e. initial contract period from the date of commencement of work and no escalation / price increase, whatsoever will be considered during this period.

(ii) The Bank may consider renewal of contract for similar two terms on the same terms and conditions and provision contained in Point no. 4 above, except the minimum wages, which shall be considered as per Central Government rates prevailing at material time provided that the services rendered by the vendor are found satisfactory. However, renewal of contract is discretion of the Bank and the contractor shall have no right to claim for the same.

(iii) No price escalation on account of material components, housekeeping & horticulture, etc., will be allowed during the contract period of initial one year

6. All the material used for rendering the services should be of ISI mark produced by reputed brands / or as specified by the Bank in the tender documents and at no point of time the contractor / service provider shall use any substandard products.

7. The contractor will always maintain on his roll sufficient numbers of employees (as indicated in the Tender documents), of able body, medically fit, honest, well behaved, skilled workman and technical and supervisory staff to oversee the work to be carried out by the employees engaged by the contractor / service provider. At no point of time the contractor will employ a person below 18 years and more than 60 years of age for workmen and supervisors. The contractor undertakes to get the antecedents of all his employees verified from the police authorities before being deployed at the Bank's premises and also obtain their proof the identity and residence and provide copies of the same to the Bank. The contractor will be liable to maintain the employee strength on the Bank's site, considering the absentees / leaves of the employees. The contractor / service provider will provide list of the employees deployed at the site of the Bank with their complete address.

8. The contractor will at his own expense to get the medical examination done of the employees engaged by him, once in a year and retain on record the medical report and the ensure that, the employees deployed at the site of the Bank are not suffering from contagious/virulent diseases. No extra payment will be made by the Bank for conducting such medical examination.

9. The contractor / service provider shall be solely responsible for the good conduct and performance of the employees engaged by him. The contractor will at the request of the Bank remove from Bank's site any employees engaged by him, who may not be suitable, not trustworthy, incapable to work or who has misbehaved / not been courteous, polite with the Bank employees or customers of the Bank or any other third party while being present at the Bank's premises. The contractor will ensure that the employees employed by him, do not report to work under influence of / consume any narcotics / liquors/ psychotropic substances at the Bank's site.

10. The contractor / service provider will strictly comply with all the labour and such other statutory laws pertaining to the engagement of the employees and the contractor will be solely responsible for the acts of the employees engaged by him. The contractor / service provider will insure the employees engaged by him against risk of occupational hazards / personal injuries.

11. The contractor will be responsible for the employment, training, allocation of duties of the employees engaged by him. The contractor will only have the right to control, give directions and manage the employees engaged by him.

12. The contractor shall maintain Attendance Register and provide two sets of New Uniform (with Company's name badge) and photo ID Card, 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. In addition to this, the contractor shall also maintain daily record

of attendance of all employees deployed at the site during the month and record thereof should be produced with monthly bills as a proof of claim for the same. The Contractor has to ensure that the employees all the time wear their uniforms, safety equipment and photo id cards while working at the premises of the Bank and also replace the worn-out uniforms / safety equipment as and when deemed necessary.

13. The contractor / services provider will bear all the expenses/ costs, stamp duty, legal fees to be incurred to execute this contract. This contract will be executed in duplicate, the Bank shall retain the original and the contractor shall be provided with a Certified copy for their record and reference purpose.

14. The contractor / service provider will bear all taxes / cess , levied by Central / State government / local body and payable in respect of rendering the service under this contract.

15. The contractor/ service provider will meet the officer in charge once in month or as & when required to assess the quality of the services rendered by the contractor/ service provider. The contractor shall be duty bound to carry out the suggestions / observations done by the premise's department/ officer in charge. The continuance of the contract will depend upon the satisfactory performance of the service and the Bank exclusively retains the right to terminate this contract in the event the services rendered by the contractor / service provider are found to be non-satisfactory and the decision of the Bank in this regard will be final and binding, without there being incurring any liability and the Bank will also not be responsible for any loss arising out of termination of the present contract.

16. It is aptly made clear that, this contract is for rendering _____ services and it is not intended or by any means to be construed that the contractor would supply contract labour to the Bank. By this contract, it is not intended to create employer-employee relationship, or a partnership / joint venture between the parties. The persons employed by the contractor will always be the employees to the contractor and the contractor will make it clear to its employees that they will not have any right to claim service/ permanency in the Bank or salary and benefits available to the employees of the Bank.

17. (i) This contract shall stand terminated by efflux of time or earlier by giving 3 months advance notice by the contractor of its intention to do so. The Bank may instruct the contractor to continue to render the services till the next contractor/ service provider is appointed by the Bank and contractor / service provider will not be entitled to additional amount for rendering the services during the notice period.

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

(iii) As regards unsatisfactory performance or non-compliance with any of the terms and conditions of the contract / tender documents / work order by the contractor or abandoning the work, the 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 / Bank Guarantee tendered by the Contractor will be invoked, besides any other action deemed fit including de-paneling the contractor or debarring them in future tendering process.

(iv) On termination or conclusion of the instant contract, as the case may be, the contractor / service provider will return the machine / equipment provided to him for performance of the obligation under this contract, if any and assist in smooth transition of the service to the next contractor/ service provider appointed by the Bank.

18. The contractor undertakes, accepts and admit the absolute and complete responsibility for the service conditions, claims, damages and other compensations payable to its employees and unequivocally assume responsibility for due compliance with all the requirements of its statutory obligation, duties and responsibilities and liabilities (including insurance policy).

19 The Contractor shall obtain adequate insurance policy / policies in respect of his workmen to be engaged for the work, towards meeting the liability of compensation arising out of death / injury / disablement at work etc.

20. After completion of each month the Contractor will submit his bills to the SBI, with copies of the records / registers showing that the contractor has paid the salary to his employees and paid their statutory dues. Bank will make the payment to the Contractor. No advance payments will be made to the contractors.

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

22. In the event the contractor fails / neglects to fulfill his obligations on any day or for number of days, to the satisfaction of the Bank for any reason, whatsoever it may be, the Bank will levy the liquidated damages as per the terms and conditions mentioned in the Tender Documents, this is however without prejudice the right of the Bank to terminate this contract and also recover further damages from the money payable to the contractor.

23 (i) Any and all disputes' controversies and conflicts (disputes) arising out of this contract or in connection with this contract or the performance or non-performance of the right and obligations set

forth herein, or breach, termination, invalidity or interpretations thereof shall be referred for arbitration, prior to submitting the disputes to arbitration the both parties shall make all endeavours to settle the dispute(s) through mutual negotiation and discussions. In the event, that the said dispute(s) are not settled within 30 days of the arising thereof as evidenced through the first written communication from any party notifying the other regarding the disputes, the same shall finally be settled and determined by arbitration as above.

(ii) The place of arbitration shall be at Jammu and the language used in the Arbitration Proceedings shall be in English. Arbitration shall be conducted by a mutually appointed Sole Arbitrator. The sole arbitrator would not be past or present employee of the parties. If the parties are unable to agree upon a sole Arbitrator, each party shall appoint one arbitrator and the two arbitrators so appointed by parties, shall appoint the third arbitrator, who shall be the Chairman of the Arbitral Tribunal.

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

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

23 (b) In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, it shall be lawful for the parties to the dispute to appoint another sole arbitrator by mutual consent or the arbitrator appointed by them in terms of provisions of the 23(i).

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

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

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

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

25. The contractor / service provider is duty bound to obtain and retain during the currency of this present contract, all the license, clearances, certificates from the appropriate authorities under the Contract Labour (Regulation and Abolition) Act 1950 and rules framed thereunder required to provide the services to the Bank. The contractor will arduously strive to confirm /comply with the Laws pertaining to Employees Provident Fund, ESIC, Bonus Payment, Payment of Minimum Wages and all other statutory requirements and submit to the Bank copies of the returns filed with the appropriate government authorities evidencing such compliance. In the event, any dispute arises out of the non-compliance on the part of the Contractor, the contractor will have to sort out such disputes at their end, without the Bank being incurring any liability thereof. The contractor will display all the charts, notices at the workplace which are mandatory as the Contract Labour (Regulation and Abolition) Act 1950.

26. The contractor shall in terms of the provisions of the Section 17,18 and 19 of Contract Labour (Regulation and Abolition) Act 1950 and rules framed thereunder will provide the amenities to the employees employed by him. In case the contractor fails / neglects to provide such amenities, the Bank will provide such amenities and cost incurred for providing such amenities will be deducted from the bills payable to the contractor. The contractor will be responsible / liable to maintain all the statutory registers / records and accounts in compliance with all the statutory provision / requirements for providing services to the Bank.

27. In terms of the Contract Labour (Regulation and Abolition) Act 1950 and rule no. 72 and 73 framed there under, in case the same is applicable to the contractor, the contractor undertakes to disburse / pay by bank transfer the minimum wages payable to its employees in the presence of the authorized representative of the Bank or present proof of crediting the amount in respective accounts of its employees and also obtain due certification from such authorized representative. Any violation of the aforesaid provisions of the law will entail the termination of the instant contract in addition to such other penal consequences.

28. Notwithstanding anything to the contrary in this contract, the contractor shall not assign it's right to any third party to perform any of its obligations hereunder and in the event of such violation, the Bank reserves it's right to terminate the present contract without prejudice to its other rights and remedies.

29. Notwithstanding anything contained in the presents, the contractor shall be responsible for the loss caused to the Bank due to theft/ pilferage and / or damage the Bank's property, when in the opinion of the Bank, such loss has been caused due to the acts or omission, negligence, recklessness or any fault which is attributable to the Contractor, or its employees / workman engaged by him for rendering the services.

30. If by any act/ ordinance / rules or statute prohibits employment of contract labour for the services as envisaged in the presents or otherwise, the present contract shall come to an end

forthwith and no compensation whatsoever will be payable to the contractor or his workman/ employees.

31. This contract, and the rights and obligations of the Parties, shall be governed by and construed, interpreted, and enforced in accordance with the laws of India. Both the parties irrevocably agree that any legal action or proceedings arising out of this contract or in relation to the transactions contemplated herein, may be brought in the Courts at Jammu having jurisdiction over the matter and both the parties irrevocably undertake submit themselves to the jurisdiction of Courts at Jammu.

32. No change, deletion, modification, amendment, or supplement to this contract shall be binding upon a Party hereto unless made in writing and signed by duly authorized representatives of both Parties and such changes will form the part of the present contract for all purposes.

33. Any notice required or permitted to be given under this contract shall be in writing and shall be deemed given effective immediately upon the receipt thereof, as evidenced by a written record of delivery. All notices shall be sent on the addresses mentioned here in above, unless the parties convey the change in writing to the other.

34. The provisions of this contract shall be severable and, if any provision of this contract is held or declared to be illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability will not affect any other provision hereof, and the remainder of this contract, disregarding such invalid portion, will continue in full force and effect as if such void provision had not been contained in it.

35. After conclusion / termination of the contract, the contractor will remove its employees / machines deployed at the premises of the Bank and duly hand over the machines / equipment's, if any provided to the contractor to render the services in working condition, subject to normal wear and tear.

36. The contractor do hereby undertake to indemnify and hold harmless SBI and its employees against any damages, prosecution, other legal suits and claims which may arise terms and conditions of the presents and which is directly arise out of any accident taking place at the site which is directly attributable to non-adherence / negligence of safety norms, not adhering to the standard work procedures and for violating rules and regulations for which the service provider / contractor will be solely responsible.

37. Neither Party will be liable under this contract for any failure of or delay in performance of its obligations hereunder, if performance of the Party is delayed or prevented by acts of God, fire, explosion, war, terrorism, earthquakes, riots, Laws, or other similar causes beyond such Party's control (each, a "Force Majeure Event"), but only to the extent of and during continuance of the Force Majeure Event and only provided such Party, as soon as practicable, gives the other Party written

notice of the Force Majeure Event. During the pendency of any Force Majeure Event, the Party affected shall work diligently to perform its obligations hereunder to the extent commercially reasonable.

38. 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 contract, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the 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 contract are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this contract for whatever reason.

39. The competent authority of the Office of the SBI, RBO-V Jammu 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 assignment or arrangement of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or
- ii) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver or manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or manager.
- 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.

40. Both Parties hereby represents and warrants that it has all requisite power and authority to enter into and fully perform its obligations under this contract; the execution, delivery and performance of this contract and the consummation of the transactions contemplated hereby have been duly and properly authorized by all requisite action on the part of each Party; this contract has been duly executed and delivered by such Party; and is an enforceable obligation of such Party except as such enforceability may be limited by bankruptcy, moratorium, insolvency and similar laws

affecting the rights and remedies of creditors and obligations of debtors generally and by general principles of equity.

41. The contractor / service provider hereby confirms that he has / they have read and understood all the terms & conditions, schedule of requirement and scope of work of the tender documents, the contents of the present contract and undertakes to abide by the same.

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

Witness: -

For State Bank of India

For the Contractor/ Service Provider

1.

1.

2.

2.

DRAFT FORMAT OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

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

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

B.G. No. _____ Value Rs. _____ Date:

The
State Bank of India,
.....
.....

Dear Sir,

Bank Guarantee of Rs _____ towards Security Deposit for the work of PROVIDING COMPREHENSIVE HOUSEKEEPING & MAINTENANCE SERVICES FOR ALL 60 STATE BANK OF INDIA BRANCHES UNDER SBI RBO V JAMMU

WHEREAS (Name and address of contractor/ vendor) (hereinafter called the Contractor) have entered into contract (for PROVIDING COMPREHENSIVE HOUSEKEEPING & MAINTENANCE SERVICES FOR ALL 60 STATE BANK OF INDIA BRANCHES UNDER SBI RBO V JAMMU) with SBI as mentioned vide letter no..... datedand the correspondence and tender relating thereto which is hereinafter referred to as “the said contract” the Contractor has now agreed to produce a Bank Guarantee amounting to 3% of the annual contract value to SBI for performing their part of the contract obligations.

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

AND WHEREAS (Name of Bank and its branch) having their office at (address) the Guarantor, at the request of the contractor hereby furnishes a Performance Bank guarantee in favour of SBI and Guarantees in the manner hereinafter appearing. In consideration of the premise, we (name of Bank and its branch) having our office at (address) here after called the “Guarantor” (which expression shall include it successors and assigns) hereby expressly, irrevocably &unreservedly undertaken and guarantee under that if the Contractor fails to execute the work according to his obligations under the said contract, then notwithstanding any dispute between SBI and the contractor, the Guarantor shall, on demand without demur and without

reference to the contractor pay to SBI immediately any sum claimed by SBI under the said contract up to a maximum amount of Rs. _____ (Rupees only).

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

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

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

This guarantee shall remain valid until or as may be caused to be extended by the contractor or until discharged by SBI in writing whichever is earlier.

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

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

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

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

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

Any notice by way of request and demand or otherwise here under may be sent by post or any other mode or communication to the guarantor addressed as aforesaid and if sent by post it shall be

deemed to have been given at the time when it would be delivered in due course of post and in providing such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of SBI that the envelope was so posted shall be conclusive.

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

Not with-standing anything contained herein before the liability of the guarantor under this guarantee is restricted to a sum of Rs. _____.

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

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

Dated the

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

For & on behalf of (Bankers Name & Seal)

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

ANNEXURE-H

CERTIFICATE

Certified that we have remitted the monthly subscription of Employees Provident Fund & Employees State Insurance to the workers employed by me in the in the Branches of State Bank Of India, RBO-V, JAMMU for Annual Maintenance Contract for Comprehensive Housekeeping, & Maintenance work

For the Month.....Year.....

Office in which subscription remitted	BillNo. &Date	Emp. Fund (EPF)	Prov. ESI	Others

We hereby certify that we have gone through the tender document and we have fully understood the conditions herein. We hereby assure that we will comply with the conditions and submit monthly compliance statements regarding minimum wages and other Labour related statutory formalities like PF, ESI,etc.

Place:

Date :

Signature with seal of the Contractor

Name in block letters:

Address

**DETAILS OF LITIGATION / ARBITRATION CASES RESULTING FROM THE
CONTRACTS EXECUTED IN THE LAST SEVEN YEARS OR CURRENTLY UNDER
EXECUTION**

Year	Award for organist applicant	Name of client	Cause of litigation and matter of dispute	Disputed Amount	Actual Awarded Amount

Note:

12.a.1. Information has to filled up specifically in this format

12.a.2. Indicate other points, if any, to show your technical competence to indicate any important in your favour.

Name of the authorized Signatory

Sign & seal of the applicant

DECLARATION

1. The information we provide is true to the best of my/our knowledge and if any information is found untrue or false, I/we may be debarred from the tender process / being awarded the contract.
2. I/We satisfy as to the specified eligibility, pre-qualification criteria/ technical requirements and accept the terms and conditions to qualify in the tendering process.
3. I/We agree to abide all the terms and conditions stipulated by the Bank to qualify in the tender process and also as mentioned in General terms and conditions.
4. I/We state that all the relevant details have been filled and requisite proof attached and are aware that if the bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected.
5. I/We also agree we have clean track record, and it is free of illegal activity or, financial irregularities. If any information is found untrue or false in this regard. I/we may be debarred immediately from the tender process.
6. I/We also declare that the firm/company has not been suspended / delisted / de-empaneled/ blacklisted by any organization including any Office of State Bank of India, on any grounds and the firm/company has not rescinded/abandoned any contract awarded by any of his clients before the expiry of prescribed period of contract.
7. I/We also agree that our tender will remain valid for acceptance by the Bank for a period of 180 days from the date of opening of the tender and this period of validity can be extended for such periods as may be mutually agreed upon between the Bank and us, in writing. I/We also agree to keep the earnest money valid during the entire period of validity of tender.
8. I/We understand that the State Bank of India, RBO-V, Jammu reserves the right to accept or reject any or all of the tenders either in full or in part without assigning any reason thereof.

Signature: _____
Name: _____
Address: _____

Place: _____
Date: _____

Seal of the Bidder:



**STATE BANK OF INDIA
RBO-V JAMMU
2nd Floor, Administrative Office Building, Rail Head Complex,
Jammu, 180012**

PART-B

TWO BID TENDER SYSTEM THROUGH E-TENDERING PROCESS USING GeM PORTAL

**TENDER FOR PROVIDING COMPREHENSIVE HOUSEKEEPING & MAINTENANCE SERVICES
FOR ALL 60 STATE BANK OF INDIA BRANCHES UNDER SBI RBO V JAMMU**

**Regional Manager,
SBI, RBO – V,
2nd Floor, Administrative Office Building, Rail Head Complex,
Jammu, 180012
Email: agm5.zojam@sbi.co.in**

COMMERCIAL PRICE BID(to be uploaded only as price break-up& not to be uploaded along with other documents required for technical qualification)(To be submitted through online GeM portal)**TENDER FOR PROVIDING COMPREHENSIVE HOUSEKEEPING & MAINTENANCE SERVICES FOR ALL 60 STATE BANK OF INDIA BRANCHES UNDER SBI RBO V JAMMU**

S. No	Area / Class @	Type	Manpower Required	Min. Wages per worker (INR per day)			Statutory Components per worker (INR per day)					Total Minimum Wages per Manpower per Day Prevailing as on date (INR per day) (excluding GST)	Average daily cost of uniforms, tools, shoes, seasonal outfits, consumables, cleaning items etc. per manpower per day (INR per day) (excluding GST)	Total Minimum daily wages plus average cost of uniforms, tools, shoes, seasonal outfits, consumables, cleaning items etc. per manpower per day (INR per day) (excluding GST)
				Basic	VDA	Total of Basic + VDA (excluding GST)	PF @ 12% of (7)	EDLI @ 0.50% of (7)	EPF Admin Charge @ 0.50% of (7)	ESI @ 3.25% of (7)	Bonus @ 8.33% of (7)			
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13) = (7) + (8) + (9) + (10) + (11) + (12)	(14)	(15) = (13)+(14)
1	C	UNSKILLED	65	350	154	504	60.48	2.52	2.52	16.38	41.99	627.89	31.40	659.29

@ Districts involved – 6 - Udhampur, Kishtwar, Doda, Ramban, Leh, Kargil

S. No.	Head	Calculation	Amount
A.	Total Minimum daily wages plus average cost of uniforms, tools, shoes, seasonal outfits, consumables, cleaning items etc. per manpower per day (excluding GST)	= (15)	Rs. 659.29/-
B.	Total Minimum monthly wages plus cost of uniforms, tools, shoes, seasonal outfits, consumables, cleaning items etc. considering 26 working days in a month (excluding GST)	= 65 * 26 * Rs. 659.29/-	Rs. 11,14,200.10/-
C.	Total Minimum annual wages plus cost of uniforms, tools, shoes, seasonal outfits, consumables, cleaning items etc. considering 12 months in a year (excluding GST)	= 12 * Rs. 11,14,200.10/-	Rs. 1,33,70,401.20/-
D.	Total Minimum annual wages plus cost of uniforms, tools, shoes, seasonal outfits, consumables, cleaning items etc. considering 12 months in a year (including GST)	= 1.18 * Rs. 1,33,70,401.20/-	Rs. 1,57,77,073.42/-
E.	Minimum Service charges quoted by contractor (including GST)	TO BE QUOTED ON GEM IN PERCENTAGE TERMS MINIMUM BEING 3.85% (x% of 1,33,70,401.20/-)	
F.	Minimum Total Annual Charges / Project Cost	SUM OF ROWS D & E	

Signature of ~~Page 2 of 2~~ with Firm seal