



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/4929314
Dated/दिनांक : 09-05-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	24-05-2024 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	24-05-2024 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Finance
Department Name/विभाग का नाम	Department Of Financial Services
Organisation Name/संगठन का नाम	State Bank Of India (sbi)
Office Name/कार्यालय का नाम	State Bank Academy Gurugram
Item Category/मद केटेगरी	Facility Management Services - Lump Sum Based - Commercial; Housekeeping; Consumables to be provided by service provider (inclusive in contract cost)
Contract Period/अनुबंध अवधि	2 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	500 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	5 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No

Bid Details/बिड विवरण	
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	45000000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	200000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	27

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

AGM Hospitality
State Bank Academy Gurugram, Department of Financial Services, State Bank of India (SBI), Ministry of Finance (State Bank Academy)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or

2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or

3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :

pricebid - [1715254251.xlsx](#)

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Details of the premise:[1715253614.pdf](#)

Scope of work:[1715253615.pdf](#)

This Bid is based on Least Cost Method Based Evaluation (LCS). The technical qualification parameters are:-

Parameter Name	Max Marks	Min Marks	Evaluation Document	Seller Document Required
Technical Parameters	100	60	View file	Yes

Total Minimum Passing Technical Marks: 60

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
15-05-2024 11:00:00	Office of AGM Hospitality State Bank of Academy Gurugram

Facility Management Services - Lump Sum Based - Commercial; Housekeeping; Consumables To Be Provided By Service Provider (inclusive In Contract Cost) (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of Premises	Commercial
Type of services required	Housekeeping
Cost for Consumables/ Materials	Consumables to be provided by service provider (inclusive in contract cost)
Service component	Cleaning & Sanitation , Laundry Services
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	To be set as 1	Additional Requirement/अतिरिक्त आवश्यकता
1	Sanjay Gulati	122015,State Bank Academy Plot No 77 Sector 18 Gurugram-122015	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---



**STATE BANK ACADEMY, GURUGRAM
PLOT NO 77, SECTOR-18**

GURUGRAM-122015

TENDER NOTICE FOR

HOUSEKEEPING, MAINTENANCE & LAUNDRY SERVICES

AT SBA, GURUGRAM

THROUGH GEM PORTAL

Tender reference No: SBA/2024-25/ dated 09.05.2024

LINK: <https://sbi.co.in/web/sbi-in-the-news/procurement-news>

Last Date of submission of tender: 24.05.2024 up to 15:00 Hrs

Name of the bidder M/s.....

**STATE BANK ACADEMY,
PLOT NO- 77, SECTOR 18, GURUGRAM-122015**

e-mail: cmhostel.sba@sbi.co.in / cmadmin.sba@sbi.co.in

State Bank Academy (SBA), Gurugram, an Apex Training Institute of State Bank of India invites Tender through GeM portal for

FACILITY MANAGEMENT / HOUSEKEEPING SERVICES INCLUDING ELECTRICAL, PLUMBING AND CARPENTRY OPERATIONS/MAINTENANCE WORK AND LAUNDRY SERVICES AT STATE BANK ACADEMY, PLOT NO- 77 SECTOR 18, GURUGRAM-122015

Last date of submission of Tender: 24.05.2024 up to 15.00 hours

Place: Gurugram

AGM (Hospitality)

Date :09.05.2024

SBA,Gurugram

NOTICE INVITING TENDER

SBA, GURUGRAM INVITES TENDER FOR FACILITY MANAGEMENT SERVICES/ HOUSEKEEPING SERVICES INCLUDING ELECTRICAL, PLUMBING & CARPENTRY OPERATIONS / MAINTENANCE WORK AND LAUNDRY SERVICES AT “STATE BANK ACADEMY, PLOT NO- 77, SECTOR 18, GURUGRAM-122015” AS PER THE FOLLOWING SCHEDULE.

1.	NAME OF WORK	<u>Providing Facility Management / Housekeeping Services Including Electrical, Plumbing & Carpentry Operations / Maintenance and Laundry Services at State Bank Academy, Gurugram</u>
2.	DATE AND DURATION OF FILLING BIDS ON GeM PORTAL	Duration as per GeM bid BIDS WILL BE ACCEPTED ONLY ON GeM portal
3.	EARNEST MONEY DEPOSIT(EMD)	Rs. 2,00,000/- (Rupees Two Lakh Only) in the form of Demand Draft issued only by any Nationalized/Scheduled Bank drawn in favour of State Bank Academy, Gurugram payable at Gurugram to be sent to Assistant General Manager (Hospitality), State Bank Academy, Gurugram before the last date & time for online submission of e-tender. Tender without proper EMD shall be summarily rejected. The EMD shall be returned after successful completion of the tendering process to unsuccessful bidders.
4.	SECURITY DEPOSIT.	The successful Contractor whose tender is accepted by the Bank shall be bound to deposit a sum equivalent to 5% of accepted “Annual Contract Value” including EMD as Security Deposit (SD) in the form of FD issued by State Bank of India in the joint name of “State Bank Academy, Gurugram & the Vendor” or Bank Guarantee issued by any Nationalized/Scheduled Bank. The security deposit shall be interest free.
5.	PRE-BID MEETING	11:00 A.M. on 15.05.2024 at the office of Assistant General Manager (Hospitality), State Bank Academy, Gurugram
6.	DATE FOR AVAILABILITY OF TENDER DOCCUMENT ON WEB SITE	From 09.05.2024 to 24.05.2024 which can be downloaded from Bank’s website www.sbi.co.in under “Procurement News.
7.	Last date for submission of online bid on GeM portal	Last date and time as per GeM bidding document. 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.
8.	Validity for Offer	3 (three) months from the date of opening of bids.
9.	Penalty/Liquidated damages	As per relevant clause in the tender document
10.	Period of Honouring Payment Certificate	15 days from the date of receipt of bill (excluding Sunday and Public Holidays).
12.	Insurance	As per insurance clause of the tender document
13.	Period of contract	Initially for a period of two years from the date of commencement of the contract, subject to review after every six months and satisfactory performance and thereafter renewable for further one year on same rates, terms and condition (if acceptable to Bank / STATE BANK ACADEMY .

***(For MSME vendor(s) in possession of proper certificate issued by the appropriate authority, provisions of EMD will be governed by the applicable GOI orders)**

- **In case the date of opening of tender is declared as a holiday, the tenders will be opened on the next working day at the same time.**
- **Tenders received without EMD shall be summarily rejected.**
- **SBA, Gurugram reserves all rights to accept or reject any or all the tenders in part or whole without assigning any reasons thereof and no correspondence shall be entertained in this regard.**
- **The Bidders disqualified/debarred/terminated by the SBI during the last five years from any of their projects on account of unsatisfactory performance, shall not be eligible to apply/quote.**
- **Also, bidders who are already in litigation with the Bank shall not be eligible to apply/quote.**

AGM(Hospitality)
SBA, Gurugram

2. TENDER SCHEDULE

Availability of Tender document In Bank's web site	: 09.05.2024 to 24.05.2024.
Site Visit	: Prospective bidder may visit the site with prior appointment with Shri. Mukesh Tikania, Chief Manager (Liaison & Hospitality). Mobile No. 8826988110 email cmhostel.sba@sbi.co.in from 09.05.2024 (from 10:30 Hrs. to 16:00 Hrs.), except on Weekly off and Holidays.
Date and time of Pre-Bid Meeting	: 15.05.2024 at 11.00 AM at the office of Assistant General Manager (Hospitality), State Bank Academy, Plot No. 77, Sector-18, Gurugram-122015
Last date and time for submission of tender	: 24.05.2024 up to 3.00 pm
Date and time of opening of Technical Bid	: 27.05.2024 at 11.00 AM
Address for Communication	: Assistant General Manager (Hospitality), State Bank Academy, Plot No. 77, Sector-18, Gurugram-122015

STATE BANK ACADEMY (SBA)
Plot No 77, Sector 18
Gurugram, Haryana – 122015

INVITATION FOR E-TENDERS FOR HOUSEKEEPING, MAINTENANCE & LAUNDRY SERVICES

State Bank Academy (SBA), Gurugram, an Apex Training Institute of State Bank of India intends to select vendor for Facility Management Services including Electrical, Carpentry, Plumbing operations/maintenance and laundry services from reputed licensed organization having sound financial capacity, required experience / expertise, adequate qualified personnel for rendering the above services subject to their complying or agreeing to comply with the following terms and conditions.

The invitation for tender document contains 61 pages serially numbered. Each page of the tender documents should be signed and stamped with the rubber seal of the establishment.

The basic pre-qualification/technical qualification criteria to be filled by the applicant are appended: -

1. The applicant for tender must be a Registered/Licensed Organization Public Ltd. /Private Ltd. /Partnership firm/Sole proprietor/Individual.
2. The applicant should have minimum 5 years' experience and technical expertise in the field of facility management, housekeeping, maintenance & laundry services with monthly billing of minimum Rs 15.00 lakh per month in housekeeping & maintenance work & laundry work preferably at large institutional/training institutions.
3. a) The applicant must produce relevant documentary evidence along with the Pre-Qualification Tender (**PQT**) application form.
b) Non-disclosure of relevant information or furnishing of incorrect information/ documents will suffer disqualification.
4. The applicant shall not have any right to participate in the Price bid merely on satisfying the above eligibility criteria or on being found suitable to apply for tender documents.
5. The applicant must not have been prosecuted or suffered any penalty for violation of any labour laws by any Labour Authority/Competent Court.
6. The applicant should not have rescinded / abandoned any housekeeping and maintenance contract awarded by any of his client before the expiry of prescribed period of contract.
7. The applicant should not be a sub-contractor to any other entity or person nor has at any time sub-let the contract awarded to the applicant to any other person.
8. The applicant must have complied with all labour laws and obtained before commencement of the work all licences/approvals/permissions from all statutory authorities including Municipal/Labour/P.F./Income Tax/Sales Tax/Commercial Tax/ESI Deptts., Casual Labour (R&A) Act 1970, statutory obligations to carry on the business of housekeeping & maintenance work.

9. The applicant must furnish appropriate declarations in respect of the terms and conditions mentioned herein along with his pre-qualification application forms.
10. The applicant is/has not formed/part of any cartel at any time for processing any contract including the present tender.
11. The STATE BANK ACADEMY is not responsible in any manner for the postal delay/loss/non receipt of tender application/documents.
12. **Prequalification will be on the basis of marks secured in various parameters as per the Annexure-I. The bidder has to secure minimum 60 % (60 out of 100) to be eligible for prequalification.**
13. STATE BANK ACADEMY reserves the right to reject all or any of the tender documents without assigning any reason thereof.
14. The Tenderer should submit a Banker's solvency certificate from Scheduled Commercial Bank obtained within last three months from the last date of submission of Tender for minimum of Rs.2.00 cr (Rupees Two Crore).
15. No consideration will be given to a Tender received after the date and time specified above. Conditional tenders will not be accepted.

Documents to be enclosed:

- a. Certificate of Incorporation, Articles & Memorandum of Association in case of a company/ partnership deed in case of a partnership firm.
- b. Certificate of Registration with Labour Department, Haryana Govt./Central Govt., however the successful bidder has to submit Certificate of Registration with Labour Department, Haryana Govt.
- c. Certificate of Registration under GST Act,
- d. Certificate of Registration under Shops & Establishment Act,
- e. Certificate of Registration with the Office of the Regional Provident Fund Commissioner,
- f. Certificate of Registration with Employees' State Insurance Corporation,
- g. Audited Financial Statements (P&L and Balance Sheet) for the last three Financial Years, the latest being as on 31.03.2023.
- h. Banker's Solvency Certificate from any Scheduled Commercial Bank obtained within last three months from the last date of submission of Tender for minimum of Rs. 2.00 Crore (Rs.Two Crore Only)

- i. Income Tax Assessment copies for the last three financial years, the latest being as on 31.03.2023.
- j. Performance certificate from previous & present clients for last 5 years
- k. Certificate of ISO, if available
- l. Power of Attorney (POA) or resolution of board of Directors as the case may be for authority submission and execution of Tender document

**STATE BANK ACADEMY (SBA)
PLOT No 77, SECTOR 18
GURUGRAM, HARYANA -122015
Ph: 0124-4012731-740**

PRE-QUALIFICATION APPLICATION FORM
FOR HOUSEKEEPING & MAINTENANCE SERVICES

1. *Name of the Company/Individual/Firm/Organisation and Address (with telephone number) :

2. *Name of the Contact Person with Tel No. Mobile No. & Email id :

3. *Details of Registration with Labour Deptt. :

4. *Name of the Proprietor/Partners/ Directors together with technical Qualifications :

5. *Past Experience in the field (Please enclose testimonials on the above) :

Period of Contract		Name of the Firm/Person/Organisation for whom housekeeping contracts undertaken	Type of the Contract undertaken	Value of contract & other details	Remarks , if any	Contact Details of Firm/Person/Organisation
From	To					

(You can use additional sheets, if required)

6. *List of Organisations / Persons to whom Housekeeping services are presently being Rendered, along with certificate proofs :

Period of Contract		Name of the organization	Type of the Contract	Value of the Contract (in Lacs) (Annual billing)	Name of the Contact Person with Mob No.
From	To				

(You can use additional sheets, if required)

7. *Annual turnover during the last three years for Housekeeping activities (Enclose copies of last three years Audited financial statements and CA's certifying figures for Housekeeping and maintenance services):

Year	2020-2021	2021-2022	2022-2023
Turnover (Rs. In lacs)			

8. *Whether an Income Tax Assessee? :
If yes, Permanent Account Number :
And enclose a copy of latest Assessment order. :
9. *Contract Labour (R&A) Act License No : :
10. *Registration No. under Shops & Establishment Act (enclose photocopy) : :
11. *GST /ESI/EPF Regn.: :
Nos. if any (enclose photocopies) :
Enclose copy of latest Assessment Order. :
12. *Enclose Performance certificate from Previous & present clients : :

13. Whether 24 x 7 service and support will be Available? :
14. No. of persons employed as on Date : Permanent :
: Temporary :
15. Name and Address of Bankers and type of: Facility enjoyed from them :
16. Names of references and their : a)
addresses with telephone numbers :

b)

Date : Signature of the Tenderer with seal

Name & Address

Note : **Documentary evidences to be enclosed.*

STATE BANK ACADEMY (SBA)
PLOT No 77, SECTOR 18
GURUGRAM, HARYANA -122015
Ph: 0124-4012731-740

**INVITATION FOR TENDERS FOR FACILITY MANAGEMENT / HOUSEKEEPING,
MAINTENANCE & LAUNDRY SERVICES**

GENERAL TERMS & CONDITIONS

1. a) Tender Documents are available from **09.05.2024 to 24.05.2024** on GeM Portal.
2. Tenderers have to submit duly filled in Pre-qualification/technical bid application form and sign on all the pages of the documents as a token of accepting our terms and conditions of the tender. The Tenderers who do not submit the Pre-qualification / Technical bid form and/or do not accept the terms and conditions and/or who do not furnish the requisite documentary evidences will be summarily rejected. Any misleading information will result in application to be rescinded and will lead to disqualification of Tender.
3. A non-interest bearing EMD of Rs.2,00,000 (Rupees Two Lakh only) in the form of Demand Draft/Banker's Cheque drawn in favour of STATE BANK ACADEMY Payable at Gurugram should be furnished along with the Tender documents. EMD will be refunded to all except the successful bidder. Tender Documents not accompanied by the EMD in the above manner will be rejected. EMD amount shall not carry any interest. The EMD of the successful bidder will be refunded only after completion of all formalities / submission of all required documents and commencement of activity in letter and spirit of the Agreement.
4. The contractor should inspect the premises and assess the scope of work before quoting the rates.
THE DESCRIPTION OF THE ESTABLISHMENT IS GIVEN IN SCHEDULE - I AND SPECIFICATION OF THE WORK FOR WHICH THE TENDERS ARE INVITED AS PER SCHEDULE - II.

The intending bidders are free to contact at the Office of the Asstt General Manager (Hospitality), STATE BANK ACADEMY (SBA), Gurugram, on any working day during the office hours up to **4.00 p.m.** for any clarification or for issues and to get the answer to any questions that may be raised at that stage as to the Tender processes and such other issues as may be deemed proper, by the Tender Committee.

Based on our past experience, we have arrived at the number of manpower resources to undertake the work of housekeeping and maintenance services for which the tenders have been invited. Our assessment of required manpower is given in the table hereunder. This tender document must not be construed as supply of manpower / material. The number of manpower resources has been fixed to provide an equal footing to all the bidders. Hence, it is reiterated that

this tender is inviting offers to provide housekeeping services and not for supply of contract labour and/or material. **The requirement of Manpower can be increased / decreased as per Bank's / STATE BANK ACADEMY requirement. Bank / STATE BANK ACADEMY will inform 15 days in advance about increase / decrease of manpower**

Sr No.		Nos.
1	Supervisor (Professionally) Qualified in Hospitality	2
2	Hostel Receptionist (round the clock service) One at a time (3 x 8)	3
3	Room Boys	21
4	Housekeeping Boys (Minimum four females).	22
5	Electrician	4
6	Plumber	1
7	Carpenter	1
8	Mason	1
	TOTAL	55

Duty hours:

2 Room boys + 2 H K boys: 3 PM to 11PM on all days.

1 Room boy + 1 HK boy overnight on commencement of any programme

Duty hours may be changed as and when required by the STATE BANK ACADEMY.

5. The Tender documents are not transferable, and the cost of the tender document is also not refundable.
6. The Consortium Agreements/Joint Ventures and MOU's will not be considered for the above purpose.
7. Sub-contracting shall not be permitted.
8. The successful bidder will have to commence the housekeeping services within 10 days of intimation to them by the STATE BANK ACADEMY.
9. The tender containing requisite pre-qualification application form along with required documents & duly signed general & special terms and conditions (hereinafter called the **Technical Bid**) and **EMD will be opened 27.05.2024 at 11.00 a.m.** and **Price Bid will be opened online after technical evaluation** at STATE BANK ACADEMY (SBA), Plot No.77, Sector 18, Gurugram, in the presence of Tenderers/authorized representatives who choose to be present thereat. The authorized representatives should bring necessary authority letters under an official letter head of the Tenderers conferring full and comprehensive authority to deal with all matters relating to the Tenders.
- 10. The rates quoted in Price Bid should be inclusive of all statutory obligations such as Minimum Wages (presently of Central Government applicable in Gurugram city), OT wages**

if any ESI, PF contributions as Challan & ECR, Bonus, Leave Salary, wages for relievers (as STATE BANK ACADEMY needs services all seven days of week) service charges, all kind of taxes (except GST). The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected.

11. If the date of Tender Opening of Technical Bids happens to be a holiday, the Tender will be opened on the next working day at the stipulated time.
12. The contract for house-keeping services, at the discretion of the STATE BANK ACADEMY will be initially for a period of two years from the date of commencement of the contract, subject to review after every six months and satisfactory performance and thereafter renewable for further one year on same rates, terms and condition (if acceptable to Bank / STATE BANK ACADEMY.
13. Wherever all or most of the Tenderers quote equal rates, the final selection will be made by as per the GeM portal procedure. In case any cartel formation is suspected, the STATE BANK ACADEMY reserves the right to reject any or all the Tenders with the exclusion of the rest without assigning reasons thereof.
14. The Courts in Gurugram, Haryana alone shall have the jurisdiction in respect of any or all matters relating to or connected with the Tender.
15. (a) The tenderer must obtain for himself at his own responsibility and expenses, all the information/documents necessary including approvals, permissions, to enable him to make a proper tender and to enter into contract with the STATE BANK ACADEMY, he must examine the specifications, conditions and seek whatever clarification he desires before submitting the tender documents.
(b) The tenderer shall also bear all expenses in connection with the preparation and submission of his tender. Omission, neglect or failure on the part of the tenderer to so obtain requisite, reliable and full information on any matter affecting his tender, the contract and supply, shall not relieve the tenderer whose tender is accepted from any liability under the contract.
16. If any tenderer withdraws his tender after submission or makes any modifications to this tender which are not acceptable to the STATE BANK ACADEMY, the tender will be treated as having been rejected or abandoned or rescinded.
17. Final award of the contract for house-keeping services will be subject to the approval of the Bank / STATE BANK ACADEMY.
18. The specification, duration of the work and the terms & conditions under which the contract is required to be performed and also the rights and obligations of the person/s successful bidder shall enter into an Agreement with State Bank Academy as per Draft SLA annexed herewith as annexure-III. All persons submitting bid against the Tender shall always deemed to have read and understood all the terms and conditions and all related tender documents. However, Bank reserves the right to add / delete any other clauses before or at the time of execution of the agreement.

19. The contractor shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 and any other Labour laws/ statutory laws in force in this regard.

20. The STATE BANK ACADEMY does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all the tenders received without assigning any reason.

SCHEDULE

1.	Tender Document will be available on GeM Portal & banks website w.e.f. 09.05.2024 ,
2.	Last date of submission of Tender Documents 24.05.2024 up to 15:00 hours.
3.	Bidders to contact AGM (Hospitality) for clarifications, if any, on any working day up to 4:00 p.m.
4.	Pre-Bid Meeting will be held on 15.05.2024 at 11.00 am at State Bank Academy Gurgaon. Prospective Bidders may clear their doubts/ queries regarding this tender terms and conditions, if any
5.	Corrigendum, if required, will be issued online
6.	OPENING OF PQA /TECHNICAL BID 27.05.2024 at 11:00 a.m.
7.	OPENING OF FINANCIAL BID, the date and time of will be advised subsequently after technical evaluation

Corrigendum, if any, shall be issued online only. Bidders are requested to visit GeM Portal and Bank's website regularly.

**STATE BANK ACADEMY (SBA)
PLOT No 77, SECTOR 18
GURUGRAM, HARYANA -122015
Ph: 0124-4012731-740**

SPECIAL TERMS & CONDITIONS-TENDER FOR HOUSEKEEPING SERVICES:

The Housekeeping & Maintenance Services Contract/Arrangement in the event of award of contract among other usual conditions will also be subject to the following special terms and conditions: -

1. The successful bidder/contractor shall execute an agreement with the bank.

2. **SECURITY DEPOSIT:**

The successful Contractor whose tender is accepted by the Bank shall be bound to deposit a sum equivalent to 5% of accepted "Annual Contract Value" including EMD as Security Deposit (SD) in the form of FD issued by State Bank of India in the joint name of "**State Bank Academy, Gurugram & the Vendor**" or **Bank Guarantee issued by** any Nationalized/Scheduled Bank favouring for due fulfilment and performance of the Contract. The Security Deposit shall be held in Term Deposit with the State Bank of India in the name of the Contractor and the deposit receipt will be kept in the custody of the Bank. The Term Deposit Receipt will be deposited by the contractor as performance security with the STATE BANK ACADEMY / Bank, which will be lien marked by the Bank/STATE BANK ACADEMY in its favour. The Security Deposit /Bank Guarantee will be released after three months from the date of expiry of the contract provided that there are no defects or loss or damage caused to the Bank and/or materials/articles/equipment provided to him are duly accounted for and returned to the Bank in good working order and condition by the contractor to the satisfaction of the Bank and all his dues to the Bank and all other liabilities under any law or otherwise arising out of or in connection with or in respect of the services are fully settled. The security deposited by the Contractor shall be interest free.

3. **CONTRACT AGREEMENT:**

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

4. **LIQUIDATED DAMAGE:**

4.1 In case the contractor fails to fulfil his obligations for any day or any number of days to the satisfaction of the Bank, for any reason whatsoever, he shall pay by way of liquidated damages a sum of Rs.10,000/- per day for the entire number of such days and the bank shall without prejudice to their rights and remedies including the termination of the contract, be entitled to deduct such damages from the security deposit and monthly bills, if any, payable to the contractor. Bank also reserves the right to get the housekeeping and maintenance services done by any other agency till the default of the contractor persists as per para 13 of this Tender.

4.2 If the contractor is employing less than the agreed number of workers on any day, a penalty to the extent of 125% of the daily wages applicable to his category (x) the number of workers short, will be imposed and deducted from monthly payment.

5. MATERIALS, APPLIANCES AND EMPLOYEES TO BE USED IN PROVIDING HOUSEKEEPING SERVICES

5.1 The contractor shall arrange for mechanized cleaning, vacuum sweeping, spray/manual dusting, mopping, water/chemical cleaning of schedule premises comprising of marble/quality granite, ornamental and decorative wooden furniture of high value, crystal glass doors/panes, modern electric gadgets, windows, window glasses, curtains and blinds, carpets, windscreens, polished metal surfaces including lobby areas, lounges, corridors, toilets, and wash basins, etc. and exterior cleaning, polishing of glasses and metallic engravings, logos, name plates, sign boards etc. and pest control, ant termite and rodent control measures plus specific maintenance activities like electrical repairs/carpentry, sanitary and masonry work and such other repairs required to keep the premises in excellent condition.

5.2 The Contractor to provide naphthalene balls, Odonil, Phenyl-perfumed (Domex/Doctor), Teepol, Harpic, Urinal cubes, Room freshener, Colin, mosquito repellent machines with liquids (All out/Good night / Mortein), Bath soap, toilet soap, toiletry kits for the participants toilet rolls/toilet hand paper, liquid soap (Dettol/Lifebuoy), Vim/detergents, Hit / Baygon / Finit repellents, Anti termite items etc. and all other items required for Housekeeping & Maintenance services (Preferably eco-friendly house-keeping chemicals equivalent to GS 37(Green Seal Standard items be used) . All the materials used for services should have certified ISI mark and/or as per the brand names/others as may be specified by the Bank. Chemicals, Sprays, detergents and other materials should be of high quality satisfactory to the Bank and shall be procured from reputed dealers/shops. The chemicals should be of reputed companies. All materials should be non-hazardous and environment friendly. Materials and consumables should be available at the site in sufficient quantity to ensure their uninterrupted supply. The contractor shall arrange for their purchases on his own and shall bear all expenses in connection with such purchases including their transportation.

5.3 The contractor shall always have on his active rolls the services of agreed number of able, efficient, clean, healthy, honest, well-behaved and skilled persons including qualified technical or supervisory staff for rendering services at the Establishment/s.

5.4 The Contractor shall provide prescribed number of supervisors as his agents or nominees for supervising the services, who will personally supervise and check the working of the Electrician, Plumber, Carpenter, Mason and other housekeeping personnel engaged by the Contractor.

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

5.6 The contractor shall provide the following machines to his staff for proper maintenance of the premises: -

- i) Floor Scrubbing machine
- ii) Shampooing machine
- iii) Dry-wet Vacuum Cleaner (Industrial)
- iv) High Pressure Jet Cleaning Machine
- v) Tiles Scrubbing machine
- vi) Automatic Squizer
- vii) Garbage Trolley(s)
- viii) Pest Sprayers
- ix) Fogging Machine
- x) Manual Road Sweeper

Over and above this, the other equipment which are required for Housekeeping & Maintenance Services must also be provided.

5.7 Approx Quantity of Cleansing Material to be used in the Institute

S. No.	Item Description	Periodicity	Unit	Qty

1	Freshner Cube of Odonil or equivalent approved by the Bank (100 gms)	Monthly	Nos	170
2	Bleaching Powder of good quality	Monthly	Kg	7
3	Airfreshners Spray of Premiun/ Ambipure/ Airwic / Godrej or equivalent approved by the Bank (300 ml)	Monthly	Nos	15
4	Wash Room Cleaning Chemical of Taski R1	Monthly	Ltr	80
5	Floor Cleaning Chemical of Taski R2	Monthly	Ltr	40
6	Furniture Polish Chemical of Taski R4	Monthly	Ltr	1
7	Glass Cleaning Chemicals of Taski R3	Monthly	Ltr	15
8	Metal Polish of Taski D7	Monthly	Ltr	1
9	Toilet Bowl Cleaner of Taski R6	Monthly	Ltr	7
10	Chockup Pump of approved quality	Monthly	Nos	5
11	Dust Pan of Gala/ Kleenal or equivalent approved by the Bank	Monthly	Nos	13
12	Glass Duster of approved quality	Monthly	Nos	40
13	Check Duster of approved quality	Monthly	Nos	80
14	Floor Duster of of approved quality	Monthly	Nos	60
15	Sponge of approved quality	Monthly	Nos	15
16	Steel Wool of GALA/ Scrotch Brite or equivalent approved by the Bank	Monthly	Nos	15
17	Spray Bottles of Gala/ Kleenal or equivalent approved by the Bank (500 ml)	Monthly	Nos	8
18	Naphthalene Balls of good quality (100 gm)	Monthly	Nos	50
19	Urinal Screen of imported quality	Monthly	Nos	50
20	Sani Cubes of good quality (100 gms)	Monthly	Pkts	120
21	Hand Wash Liquid Soap Refill of Dettol/ Savlon /Lifebuoy (pack of 1.5 litre)	Monthly	Pkts	30
22	Biodegradable Garbage Bag 30"x50" (Big) of Naturepac/ Jackson/ Uniclean make	Monthly	Rolls	10
23	Biodegradable Garbage Bag (Small) of Naturpac/ Jackson/ Uniclean make	Monthly	Rolls	70
24	Toilet Tissue Paper Rolls of Jackson/ Premier/ Ezee make	Monthly	Pkts	35
25	M-Fold Tissue paper sheets of Wintex/ Cellox/ Jackson/ Premier make	Monthly	Pkts	85
26	Silva 7 Brasso metal polish (100 ml) bolttles	Monthly	Nos	10
27	Flat Mop Refill of Gala/ Kleenal or equivalent approved by the Bank	Monthly	Nos	10
28	Round Mop Refill of Gala/ Kleenal or equivalent approved by the Bank	Monthly	Nos	20
29	Wet Mop Refill of Gala/ Kleenal or equivalent approved by the Bank	Monthly	Nos	20
30	Dry Mop Set of Gala/ Kleenal or equivalent approved by the Bank	Quarterly	Nos	10
31	Dry Mop Refill of Gala/ Kleenal or equivalent approved by the Bank	Quarterly	Nos	10
32	Wet Mop Set of Gala/ Kleenal or equivalent approved by the Bank	Quarterly	Nos	10
33	Flat Mop Set of Gala/ Kleenal or equivalent approved by the Bank	Quarterly	Nos	10

34	Round Mop Set of Gala/ Kleenal or equivalent approved by the Bank	Quarterly	Nos	10
35	Soft Broom Gala/ Kleenal or equivalent approved by the Bank	Quarterly	Nos	45
36	Hard Broom Gala/ Kleenal or equivalent approved by the Bank	Quarterly	Nos	85
37	Scrubbing Brush With Handle of Amco/ Kleenal/ Gala or equivalent approved by the Bank	Quarterly	Nos	45
38	Kitchen Wiper of Amco/ Kleenal/ Gala or equivalent approved by the Bank	Quarterly	Nos	10
39	Floor Wiper of 3M/ Scotchbrite or equivalent approved by the Bank (40 cm)	Quarterly	Nos	25
40	Hand Brush-Hard of Kleenal/ Gala or equivalent approved by the Bank	Quarterly	Nos	35
41	Pickup Dustpan of Ratan+A44:G63/ Kleenal/ Gala /Imported	Quarterly	Nos	25
42	Dust Pan with Brush of Gala/Kleenal or equivalent approved by the Bank	Quarterly	Nos	25
43	Metal Scrapper of approved quality	Quarterly	Nos	10
44	Carpet Brush of Kleenal/ Gala or equivalent approved by the Bank	Quarterly	Nos	4
45	Feather Brush of Kleenal / Gala or equivalent approved by the Bank	Quarterly	Nos	10
46	Tall Sweeping Brush Gala/ Kleenal or equivalent approved by the Bank	Half Yearly	Nos	8
47	Toilet Brush of Gala/ Kleenal or equivalent approved by the Bank	Half Yearly	Nos	50
48	Plastic Buckets of Gala/ Kleenal or equivalent approved by the Bank	Half Yearly	Nos	15
49	Plastic Dust Bin 100ltr of Gala/ Kleenal or equivalent approved by the Bank	Half Yearly/ As per requirement	Nos	20
50	Plastic Mugs of Gala/Kleenal or equivalent approved by the Bank	Half Yearly/ As per requirement	Nos	20

6. PERMITS, LAWS AND REGULATIONS:

6.1. The Contractor shall strictly comply with all Labour and such other statutory Laws in relation to the services to be provided and the personnel engaged by the Contractor and he shall be solely responsible for all acts of the said personnel so enrolled and there shall and will not be any privity of contract for any purpose and to any intent between the Bank and said personnel so engaged by the Contractor. The Bank shall neither be liable nor answerable in respect of any claims or demands in respect of any matter or on any account which may be raised by the said personnel so engaged by the Contractor and it shall be the sole responsibility and liability of the Contractor to answer all such claims or demands of the said personnel so engaged, under any law for the time being in force.

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

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

6.4. The contractor should possess, for the entire duration of the contract, all licences and registrations as may be required under any law and shall be responsible to register himself and obtain and maintain a valid licence under Contract Labour (Regulation and Abolition) Act, 1970 and rules there under. The Contractor shall comply with all rules and regulations in force under the said Act and Rules and maintaining all statutory records & returns. The Contractor shall comply with all applicable laws, rules and regulations relating to Provident Fund, ESI, Payment of Bonus, Minimum Wages, holiday/Sunday working charges or any other Statutory/Regulatory requirements. Any dispute regarding such dues shall and be dealt with and settled by the contractor.

6.5. The Contractor shall in terms of the provisions of Section 16, 17 and 18 of the Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed under the said Act provide the prescribed amenities to its personnel. In case of failure of the Contractor in complying with the said provisions, the bank may provide the same when called upon to do so by the Competent Authorities and deduct the expenses incurred thereof from the bills of the Contractor without prejudice to its other rights and remedies under the contract. The Contractor shall be responsible for proper maintenance of all Registers, Records and Accounts so far these relate to the compliance of any and all statutory provisions/obligations for inspection of Bank/Statutory bodies.

6.6. In terms of the provisions of the aforesaid Contract Labour (Regulation & Abolition) Act, 1970 and Rules 72 and 73 of the Rules framed there under, in case the same are applicable to the Contractor, the Contractor shall disburse the minimum wages payable to its personnel only in the presence of the Authorised Representative of the bank and deposit unpaid to Bank or Govt. Any violation of the aforesaid provisions of the Law will entail forthwith termination of this Contract in addition to such penal consequences as may be attended with under these presents.

6.7. The contractor shall provide weekly off / holidays to his workmen as per labour laws, but it will be his responsibility to ensure uninterrupted services on all days.

6.8 In the event of contractor being a firm, the house-keeping contract must be executed by each partner thereof, or in the event of absence of any partner, it must be signed on his behalf, by a person holding a valid Power of Attorney authorising him to do so, such Power of Attorney

shall be produced to the STATE BANK ACADEMY for its record. It must disclose that the firm is registered under the Indian Partnership Act. In the case of a body corporate, all formalities required under the Company Laws must be complied with.

6.9 The contractor shall provide the medical checkup of all the man powers deployed and will submit the medical fitness certificate for Banks record. No manpower will be deployed without proper medical checkup.

6.10 The Contractor shall be responsible for all the claims for its persons and the said persons of the Contractor shall not make any claims whatsoever against the Bank. The Contractor shall indemnify the Bank against any claim raised against the Bank.

The persons engaged by the Contractor's shall not have any claim for employment or absorption in the Bank in whatsoever and howsoever/manner or in any connection therewith against the Bank now or at a future date. The persons engaged by the Contractor/Vendor shall be the employee of the contractor only and not of the Bank.

7. TAXES

7.1. The contractor shall alone bear all taxes, rates, charges, levies or claims whatsoever as may be imposed or levied by the State/Central Government(s) or any local body or authority for and in connection with the rendering services except service tax as applicable.

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

8.0 INSURANCE:

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

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

9.0 DAMAGE TO PERSONS & PROPERTY:

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

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

10 ASSIGNMENT AND SUBLETTING:

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

11. PAYMENTS:

11.1 The Contractor will submit the bills, **(along with copy of attendance Register, Wages Register, OT Wages ,F&F etc all as prescribed under Contract Labour (R&A) Act 1970, documents/challans evidencing online payment of PF, ESI; Challans & ECR and other payments made for/to individual workers)** for the services rendered, at the end of each month to the authorized officer. **Consolidated challans, not showing payment of PF and ESI of individual workers, will not be accepted.** The payments as far as possible will be made within two weeks from the date of certification, subject to the condition that the contractor has cleared/paid all his dues, viz. Labour Payments, taxes, levies, etc. as required to be paid /payable by him under any law for the time being in force.

11.2 The Bank further reserves right to delete or reduce any item or sanction of the bills before effecting payment in case any complaints regarding quality of services, inefficient service, non-

adherence to agreed quality of materials or services have been received or noticed by the Bank without assigning any reason whatsoever and no claim will be entertained in this regard.

11.3 The tender quoted amount or total contract value is fixed, and no additional claim will be entertained during contract period. **However, if the minimum wages are increased in future as per the notification of the Govt. of India, the Bank may consider revision of the charges payable to the Contractor by the amount equivalent to increase in the rates of wages paid/to be paid by the Contractor to the personnel engaged by him subject to production of proof of payment.**

11.4 The contractor will allow the Bank to access its records, books of accounts, relevant documents pertaining to performance of housekeeping and maintenance services at Bank's convenience. Bank may ask for documents as a proof of payment or provision of amount paid / payable to the workers / Govt Agencies for the benefit of workers, which will be provided by the contractor.

11.5 The persons provided by the contractor should mandatorily have the saving bank account in SBI and Minimum wages in terms of government of India guidelines should be paid by the contractor in his/her Saving A/C.

12. PERFORMANCE:

12.1 The contractor shall ensure excellent standard of housekeeping and maintenance and also ensure that the entire premises are kept hygienic and clean. Preventive pest control, rodent control and anti-termite measures will also have to be done by the Contractor. The cleansing materials, equipment should be arranged by the Contractor. The Bank will fix up the benchmark of cleanliness desired to be achieved.

12.2 The Contractor shall arrange for and ensure cleaning and other services for the entire complex as specified in Schedule-II. Even if a room or any other area were not being used, the dusting/cleaning would be done as per schedule.

12.3 The Contractor shall arrange for disposal of garbage as per regulations of Local Municipal Authorities on regular basis (as per the schedule –II). All expenses relating to disposal of garbage will be borne by the contractor. Contractor must strictly comply with the garbage disposal norms of Municipal Authority. Penalty on account of breach of the guidelines laid down by Municipal Authority will have to be borne by the Contractor.

12.4. The contractor will arrange for setting/making all beds in the hostel/guest rooms, replace the room linen i.e. bed sheets, bed covers, pillow covers, Bath towels and Hand towels as

prescribed in Schedule-II or earlier if required. Bed sheets, covers, towels, pillow covers 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 borne by the Bank.

12.5 The contractor shall maintain electrical equipments, installations and maintain electrical, plumbing, carpentry and masonry work by qualified electrician, plumber, carpenter and mason, equipped with proper tools and adequate security gears to be provided to the employees for their safety. The measures for maintenance should be pro-active, anticipatory preventive and not fighting an emergency or break down situation after an event has occurred. The contractor shall ensure that the Plumber, Carpenter and Mason are available during the working hours and whenever required in emergency. The services of the Electrician should be available round the clock. Services of two electricians are required during office hours and one during night. The cost of replacement of any items shall be borne by the Bank.

12.6. The scope of electrical maintenance shall include the labour component of operation, repairing and maintenance of various electrical cables, fans, fixtures, fittings, water-heaters etc.

12.7 The contractor shall arrange for refilling of drinking water, provided by the Bank, in the containers provided by the bank and kept in Hostel rooms, Guest rooms, administrative block rooms, faculty rooms etc. Cleaning of the containers must be ensured on daily basis for hygiene.

12.8 The contractor shall ensure opening and proper locking of all rooms in Hostels and all other blocks and in case of any breakage, pilferage of any fixture and/or furniture, equipment, or other material etc. the responsibility shall be of the contractor and the contractor shall be liable to make good the loss.

12.9 The contractor shall deploy suitable trained personnel round the clock at reception lobby for receiving the trainees, guest speakers & others, entering their details in Register and Computer provided by the Bank including check-in and check-out time, for allotting them rooms as per instructions/guidelines given from time to time by the Competent Authority, and to receive back the keys on their departure. These records will be Bank's property. He is also responsible to handle the Telephone EPABX exchange round the clock. The contractor shall arrange for carrying the luggage of the trainees, guest speakers & others to and from the rooms allotted to them.

12.10 The contractor will be responsible to attend all complaints/requirements within the purview of the contract. He will also be responsible to communicate immediately any complaint of sickness, mishap, accident etc. of any participants, guests, etc. to the GM & Director/DGM (R&A)/AGM(Admin /AGM (Hospitality). Complaint / Suggestion register, First Aid Box and Sports items, to be provided by the Bank, will be made available at the Reception counter under the control of the Contractor's men.

12.11 The contractor shall carry out improvements as may be necessary for ensuring satisfactory service and shall take due notice of Complaints/suggestions made by the participants/trainees/faculty Members / AGM (Hospitality) /AGM (Admin)/ DGM (R&A)/ GM & Director. The contractor shall submit the complaint/suggestion register to the AGM (Hospitality) every day for further putting up to the Competent Authority.

12.12 It will be contractor's responsibility to ensure that arrangements are made for storage of water in sufficient quantity for drinking, bathing, washing and toilet purposes. The contractor will for this purpose ensure smooth working of the water pump & tube well.

12.13 The contractor shall provide for pest control measures against flies, mosquitoes and termites and rodents. Good quality mosquito repellent spraying should be carried out at regular intervals as also whenever necessary and advised by the AGM (Hospitality) / AGM (Administration), will have to be carried out.

12.14 The contractor shall discharge his obligations under the contract most diligently, efficiently and honestly.

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

However, the continuance of the contract shall be subject to review of the performance from time to time and in case the performance is not found to be satisfactory by the Bank for any period under such review, the Bank at its discretion, reserves its right to terminate the contract under due notice to the Contractor without incurring any further liability thereof as per point 13 mentioned hereunder.

13. OWNERS RIGHT TO TERMINATE THE CONTRACT:

13.1 The contract for Housekeeping & Maintenance Services shall initially be for a period of two years from the date of commencement of the contract, subject to review every after six months and satisfactory performance as mentioned hereinabove thereafter renewable for further one year on same rates, terms and condition (if acceptable to Bank/ STATE BANK ACADEMY).

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

- (a) The Bank may, without prejudice to any other remedy for breach of contract, may terminate the contract/tender by one month's notice in the event of unsatisfactory performance or on

breach of any stipulated conditions or qualitative dimensions of the various services specified/agreed upon by the contractor, or the engagement is not in the interest of the Bank or the Bank no more requires any such services.

(b) Exit Option: The Bank/ STATE BANK ACADEMY can at any time exit by way of terminating the tender by giving two months notice, without assigning reason thereof.

(c) Other Grounds for Termination

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

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

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

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

(d) In the event Bank terminates the Contract, under clause 13.1 (a) or (c), the Bank shall be entitled to procure services from other contractor as it deems appropriate, and the agency shall be liable to compensate the Bank for loss if any suffered on account of difference in rates payable to him and to the alternate agency/contractor for a period of six months or till the date, the Bank/ STATE BANK ACADEMY arranges new arrangement for its housekeeping and maintenance services, whichever is earlier.

(e) In the event of termination of the contract for any reason whatsoever, the contractor/or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

(f) Notwithstanding anything contain elsewhere in this tender documents/annexure, the Bank shall reserve its right to terminate/cancel the tender process/execution of agreement at any stage without assigning any reasons whatsoever and the Bank shall not be liable to pay compensation to anyone in such case.

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

13.3 If during the currency of the Contract, any Statute, rules/Govt. notification prohibits employment of Contract Labour for the services envisaged under this tender or otherwise, the contract shall come to an end forthwith and no compensation shall be payable to the Contractor or his workmen/employees.

14. SETTLEMENT OF DISPUTES AND ARBITRATION:

14.1 All disputes arising between the parties shall be referred to and settled through Arbitration conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the rules framed there under. All questions relating to the performance of the obligations under this tender and to the quality of materials used in respect of the services and all the disputes and differences which shall arise either during or after the tender period or other matters arising out of or relating to this tender or payment to be made in pursuance thereof shall be referred to The GM & Director, STATE BANK ACADEMY (SBA), Gurugram, Haryana, in the Bank, whose decision shall be final, conclusive and binding on the contractor.

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

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

14.4 The Courts in Gurugram City (Haryana State) alone shall have jurisdiction in respect of any matter touching these presents.

DATE:

PLACE:

SIGNATURE AND SEAL OF
THE CONTRACTOR

DESCRIPTION OF THE ESTABLISHMENT

Housekeeping and maintenance services including cleaning, plumbing, electrical, carpentry and masonry, pest/rodent control and termite treatment work of entire premises occupied by STATE BANK ACADEMY (SBA) at Plot No.77, Sector – 18, Gurugram and including basements and roads and up to 15 feet outside the complex. Arrangement of any assistance/helping hand required for carrying out plumbing, electrical, carpentry, masonry work shall be responsibility of the contractor without any extra cost. Also, similar services for approx. 20 rooms only in Plot No. 79, Sector – 18, Gurugram.

SCHEDULE- II**SPECIFICATION OF THE WORK (JOB DESCRIPTION)**

A	Sweeping & Mopping	FREQUENCY
	Hostel Rooms (Plot No. 77&79), Guest Rooms	Once a day & on change of occupancy.
	Faculty Rooms and Administrative Wing	Once a day
	Main Reception Area	Ongoing everyday 9.00 am to 5.00pm
	Lobbies, Corridors & Verandas	Twice a day
	Stair Case	Twice a day
	Gym, Heritage Gallery, Sports room, Reading Room	Once a day
	All open terraces, Roads / Pavements, Path way, Common area, Badminton Court including basement	Sweeping once a day
	Auditorium	Monday & Thursday and as and when required
	Scrubbing of room floors, lobbies, Corridors, staircases and balconies	Once a week
	Clearance /Waste papers from Cabins/Office rooms etc.	Once a day
	Disposal of Garbage and waste Paper in the garbage box and Dustbins	Twice a day
	Disposal of Garbage from the campus	Twice a week
B	Washing/change of Linen change in Hostel Rooms and Guest House Rooms	Twice in a week or earlier, if required, and on change of occupancy
C	Washing/change of Bath Towels & Hand Towels	Thrice in a week or earlier, if required, and on change of occupancy
D	Dusting of furniture	Once a day
E	Dusting of Fans/Tube lights & other fittings in the rooms	Once a week
F	Vacuum Cleaning of Carpets	Once a day
G	Cleaning of toilets/WC's, Washbasins of Office / Admin block	Every hour daily
H	Cleaning of toilets/WC's, Washbasins of Hostel rooms	Once a day
I	Cleaning of Buckets / Mugs with Vim / detergent	Once in a week
J	Scrubbing of bathroom tiles	Once in a week
K	Cleaning of window panes / wall Panelling	Once in a week
L	Cleaning of fans/ switch-boards/Distribution Boards (DBS)/Outdoor feeder pillars/walls/Tube-lights/wall-hanging etc.	Twice in a month
M	Opening of clogged drains / Sewer lines/ Cleansing of drainage lines and disposal of garbage	Half yearly basis & as and when required
N	Ensuring operation of sewage / water drainage	On an on-going basis
O	Day to day maintenance and operation Of electrical installations, water Pumps & fountain pumps, street lights etc.	On an on-going basis

P	Operation of audio-visual equipments, paging equipments etc.	As and when required
Q	Distribution of Newspaper in Hostel rooms occupied by participants	Once a day
R	Changing of worn out / damaged water Taps/ pipes/ valves etc.	As and when required
S	General checking of all toilets Fittings and sanitary accessories	Once a week
T	General checking of all electrical installation, Fittings and points etc. and replacement of faulty fittings	Once a week
U	General checking of all furniture/locking arrangement and their repairs etc.	Once a week
V	Shampooing & Wet cleaning of carpets, (Stain removal)	Once a week
W	Shampooing & Wet cleaning of Curtains / Sofa sets/Chairs	Quarterly
X	Cleaning of all brass pots/items	Daily
Y	OTHER TREATMENTS	
i	Pest Control	Weekly and as & when required
ii	Rodent control	Quarterly or as & when required
iii	Anti-termite treatment	Quarterly or as & when required
iv	Fogging	Weekly and as & when required

ANNEXURE- A

**LAUNDRY SERVICES JOB FREQUENCIES FOR 130 HOSTEL ROOMS IN PLOT NO. 77 & 79
, ADMIN BLOCK & ACADEMIC BLOCK ETC.**

Contractor shall provide the laundry services for all the hostel rooms of the building plus Canteen/Dining hall plus Admin Block and faculty chambers etc, of the items mentioned below as per the frequency mentioned in the chart.

Sr. No.	Item Description	Work to be done	Frequency of work	Quantities per month(Nos)	Price(Rs per unit)	Total Price
A	Bed Sheet Single	Wash, Dry, Iron	Twice in a week	3000	10	30000.00
B	Bed Sheet Double	Wash, Dry, Iron	Twice in a week	300	15	4500.00
C	Pillow Cover	Wash, Dry, Iron	Thrice in a week	3300	6	19800.00
D	Bath Towel	Wash, Dry, Iron	Thrice in a week	2500	10	25000.00
E	Hand Towel	Wash, Dry, Iron	Thrice in a week	150	5	750.00
F	Window Curtains	Wash, Dry, Iron	Once in Quarter	110	60	6600.00
G	Door Curtains	Wash, Dry, Iron	Once in Quarter	180	60	10800.00
H	Rajai Cover (Single)	Wash, Dry, Iron	Twice in a Year	26	16	416.00
I	Rajai Cover (Double)	Wash, Dry, Iron	Twice in a Year	6	21	126.00
J	Blanket (Standard Size)	Dry Clean & Iron	Once in Quarter	63	125	7875.00
K	Mats (Bed Runner)	Wash & Dry	Once in a Month	110	25.00	2750.00
	Total					108617.00

The frequency of washing and quantity of items is indicative. Bills will be paid on actual basis.

NOTE:

- (i) Timing for carrying out work pertaining to the above noted services shall be as advised from time to time by the AGM(Admn)/AGM (Hospitality). In general cleaning work related to the Administration and Academic block should be completed before 09.30 a.m. and Housekeeping & Maintenance work of the Hostel rooms is to be started thereafter and to be finished before 5.30 p.m. on all days.
- (ii) The staff should wear immaculate dress with Company's logo, name badge and photo-identity-card.

Housekeeping contract to cover housekeeping and maintenance of all premises in the STATE BANK ACADEMY campus at Plot No 77 and approx. 20 rooms only in Plot No. 79, Sector – 18, Gurugram.

- (iii) The contractor is to provide ISI quality naphthalene balls, Odonil, Phenyl-perfumed (Domex/Doctor), Urinal cubes, Room freshener, Colin, Branded Mosquito repellents (All out/Good night/Mortein), toilet soap, liquid soap , toiletry kits for participants .(Dettol/Lifebuoy), toilet rolls, toilet and hand paper and Vim / detergents, HIT/Baygon/ Finit repellents, Anti termite items etc. of reputed companies. (Preferably eco-friendly house-keeping chemicals equivalent to GS 37(Green Seal Standard items be used)
- (iv) In case it is observed that the cleansing material used is of inferior quality or insufficient quantity is used, the Bank will reserve the right to purchase the same itself and deduct the cost thereof out of the monthly bill payable to the contractor.
- (v) The contractor shall arrange to open Savings Bank Accounts of all its workers and credit their wages in their account.

ANNEXURE-I

TECHNICAL BID EVALUTIONMATRIX

Maximum Score for Technical Bid Evaluation: 100 Marks
 Minimum marks required for qualifying in Technical Bid Evaluation: 60 Marks

The selection of Contractors will be done on the basis of **techno commercial evaluation**.

30% weightage will be given for **technical** parameters and **70%** for **price bid**. The score finalized by Committee in respect of technical parameters will be final and binding to the applicant.

Technical bid of the Bidder will be evaluated based on the information duly supported by the documents submitted and based on the following evaluation matrix.

TECHNICAL PARAMETERS FOR HOUSEKEEPING & MAINTENANCE-2024

Parameters	Max Marks	Score
PART - A		
1. CONSTITUTION Name: M/s		
Public Ltd. Co	10	
Pvt. Ltd Co./LLP	08	
Partnership Firm	06	
Proprietorship/individual	04	
2. EXPERIENCE		
> = 10 YEARS	15	
>= 7 YEARS	10	
>= 5 YEARS	06	
3. ANNUAL TURN OVER (EXCLUSIVELY IN HOUSEKEEPING & MAINTENANCE) – (in each of last 3 financial years i.e. 2020-21, 2021-22& 2022-2023)		
Over 15 crores	20	
> = 10 crores but <15 crores	15	
> = 5 crores but <10 crores	10	
4. CERTIFICATION		
ISO-9001 & 45001 (OHSAS) CERTIFIED	10	
ONLY 01 CERTIFIED	05	
No Certificate	00	
5.Number of House-keeping contracts in hand with PSU/PSB/Corporates as on 31.03.2024		
> =5	15	
>= 3 but <5	06	
>= 1 but < 3	04	
NIL	00	
TOTAL MARKS ; (Part A) For Prequalification in Technical minimum 42 marks required	70	

PART - B		
6. Presentation by bidders showcasing the machineries being used and maintenance standards at locations they are presently serving	15	
7. Site visit by Committee members and their evaluation	15	
TOTAL MARKS ; (Part B)	30	
Grand Total : For Prequalification in Technical minimum 60 marks required	100	

- a) Bidders who will score less than 60% (42 marks) in Part –A will be Technically disqualified and will not be considered for Technical evaluation under Part-B & Financial Bid.
- b) Bidders who will score 60% (42 marks) or above in Part –A will be considered for Part-B. Those who will score 60 % (60 marks) in total (both Part-A & Part-B) shall be considered as Technically qualified and their Financial bids shall be opened.

PROPOSED MANPOWER AND PRICE BID FOR HOUSE KEEPING & MAINTENANCE SERVICES AT STATE BANK ACADEMY (SBA), GURUGRAM

Description of Manpower		No. of manpower resources	Wages (not less than minimum wages of Central Government applicable in Gurugram)
Supervisor	Supervisors to supervise the entire house keeping	2	
Receptionist	Round the clock Receptionist service at Reception with fluency in English and Hindi	3	
Electrician	Round the clock service with two electricians in General Shift	4	
Carpenter	Should be available in general shift	1	
Plumber	Should be available in general shift	1	
Mason	For regular repairing work of the STATE BANK ACADEMY .	1	
Housekeepers		22	
Room Boys		19	
	TOTAL	55	
Note: All the skilled workers should have working knowledge either in Hindi or in English.			

The rates quoted should be inclusive of all statutory obligations such as Minimum Wages (applicable presently of Central Government applicable in Gurugram city or rates applicable for the state of Haryana, whichever is higher), ESI, PF contributions, Bonus, Leave salary (for 30 days as defined in Haryana Shop and Establishment Act 1954 i.e 15 earned leaves, 12 casual leaves and 3 National Holidays), wages for relievers (as STATE BANK ACADEMY needs services on all seven days of week), service charges, except Service Tax. The offers of those prospective bidders which do not meet the said statutory requirements are liable to be rejected.

PRICE - BID

Sr. No.	Description	Period	Billing Unit	Amount for one month (Excluding tax)
1.	Providing House-keeping, Maintenance & Laundry services including the cost of all necessary man-power, equipments, consumables required, ESI, EPF, Bonus, Leave Salary, Relieving charges General pest control, Rodent control, Anti-termite control, fogging & Service charges and cost of material for providing services as per the Terms & Conditions and Annexures thereto.	Full period of contract	Monthly	Rs. (Amount in words) Rupees.....

Note: - The rate quoted should be both in figures and in words without any cuttings.

Break Up

Manpower Cost (1) Rs. _____

Material Cost (2) Rs. _____

Laundry Charges (3) Rs. _____

Service Charges (4) Rs. _____

&

**Garbage Disposable &
Sewer Cleaning Charges**

Total # Rs. _____

This amount should tally with amount shown in Price Bid column above.

We undertake that the minimum wages as may be prescribed by the Government of India, from time to time as applicable at Gurugram, will be paid to manpower deployed. We also undertake that all statutory requirements e.g. EPF, ESI, BONUS, Leave Salary, Relievers Charges etc. will be met by the bidder.

The payment for Laundry Services at STATE BANK ACADEMY Hostel will be made on actual basis as per the estimated rates indicated above to maintain the quality at Annexure - A, on production of bill duly certified by the AGM Hospitality/Admin for receipt of laundry services as per bill.

In case Of Tie of Financial Bid in more than one or two bidders, the work will be awarded to the bidder who will score maximum marks at Annexure-I sheet.

Date:

Place:

Signature and seal of the Tenderer

AGREEMENT FOR HOUSEKEEPING, MAINTENANCE & LAUNDRY SERVICES

THIS AGREEMENT made on the _____ between STATE BANK OF INDIA, a body incorporated constituted by and under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhawan, Madame Cama Road, Mumbai 400 021 and one of its training Institute at **Plot Number 77**, Sector-18, Gurgaon with name “State Bank Academy ” at Gurgaon represented by its General Manager & Director of the one part (hereinafter called “State Bank Academy” and which expression includes its successors and assigns)

AND

M/s _____
(hereinafter referred to as “**THE CONTRACTOR**”, through its Directors/partners/sole proprietor _____, which expression shall include wherever the context so permits its/his successors and assigns) of the OTHER PART.

Whereas the State Bank Academy had issued Request for Proposal (RFP) on (date) for engagement of agencies for **Housekeeping, Maintenance and Laundry Services** at State Bank Academy, Gurugram, the Contractor amongst others has been selected through online bidding process in the government e-marketing platform for providing catering Service as envisaged in the RFP and as detailed in this Agreement. The tender document and its annexures are part and parcel of this Agreement.

Whereas the Contractor having been selected to provide Service to the Bank has agreed to be bound by the terms and conditions of the RFP as reduced in the form of this Agreement as hereunder appearing.

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

DEFINITION:

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

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

“SBI” means State Bank Of India (client) a body incorporated under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhawan, Madame Cama Road, Mumbai 400 021 and one of its training Institute at Plot Number 77, Sector-18, Gurgaon with name “State Bank Academy” and includes the client’s representatives, successors and assigns.

The ‘Contractor’ shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal personal representative of such individual or composing the firm or company and the permitted assignees of such individuals or firm or of company.

The expression ‘works’ or ‘work’ shall mean the permanent or temporary work described in the ‘Specification of work’ and/or to be executed in accordance with the contract and includes materials, apparatus, equipment, fittings, and things of all kinds to be provided, the obligation of the contractor hereunder and work to be done by the contractor under the contract.

‘Specifications’ shall mean the specifications referred to in the tender and any modifications thereof as may from time to time be furnished by the Bank.

‘Month’ shall mean calendar month.

‘Week’ shall mean six consecutive days.

‘Day’ shall mean a calendar day beginning and ending at 00 Hrs and 24 Hrs respectively excluding Sundays, Holidays and National Holidays.

NOW THIS INDENTURE WITNESSETH AND THE parties are here to mutually agree as follows:

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

02. **The contract for House Keeping, Maintenance & Laundry services is** Initially for a period of two years from the date of commencement of the contract, subject to review after every six months and satisfactory performance and thereafter renewable for further one year on same rates, terms and condition (if acceptable to Bank / STATE BANK ACADEMY). The contractor will be obligated to meet the Hostel Committee once in a month for assessing and monitoring of the House Keeping, Maintenance & Laundry services rendered and for which notice will be given to him or her either in person or by written communication.

03. The charges for rendering the services payable by the Bank to the Contractor shall be **Rs _____ per month exclusive of GST (Rupees _____ in words) per month exclusive of GST**. The details of which are as detailed in the Annexure ‘II’. The tender quoted amount or total contract value is fixed, and no additional claim will be entertained during contract period. However, if the minimum wages are increased in future as per the notification of the Govt. of India, the Bank may consider revision of the charges payable to the Contractor by the amount equivalent to increase in the rates of wages paid/to be paid by the Contractor to the personnel engaged by him subject to production of proof of payment.

This Agreement is for providing the services and is not for supply of Contract Labour and that the persons employed by him for providing the services more fully described in Annexure-I shall be the employees of the Contractor and not of the Bank.

04. The performance of contractor would be assessed and monitored by the Hostel Committee at periodical interval with or without the assistance of external expertise as may be decided by State Bank Academy. The contractor shall comply with such observations or feedback made and furnished for improvement of the services by him or her.

05. The contract shall be terminated on the expiry of one year by efflux of time or earlier, by one month's notice at the option of the State Bank Academy, if any of the stipulated conditions or qualitative dimensions of the services agreed upon by the contract are not met to the satisfaction of State Bank Academy and no compensation is payable for unexpired period. Further feedback on quality House Keeping, Maintenance & Laundry services received from participants / guests, if negative, a caution letter / memo will be served to the contractor. After two such caution letters, contract will be terminated by State Bank Academy by giving one month's notice. The contractor shall have the option to terminate the agreement after giving three month's notice to State Bank Academy of such termination. If during the currency of the contract, any Government notification prohibits employment of contract labour for Housekeeping Services, the contract shall come to an end forthwith and no compensation shall be paid to the contractor. Besides if the contract is terminated as stated above the contractor shall be entitled to the payment up to the date of termination for the work already performed.

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

If the Contractor is adjudicated insolvent by a Competent Court or files for insolvency or if the hirer being a company is ordered to be wound up by a court of competent Jurisdiction.

If the Contractor commits any breach of the terms of this tender document and the agreement to be executed subsequently.

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

The Contractor is involved in wrongful billing. In addition, hereto wrongful billing shall also result in the Contractor being debarred from participating in any other tender of the Bank.

The engagement is not in the interest of State Bank Academy or State Bank Academy no more requires any such service.

If there is a change in the name or constitution of the contractor arising out of merging with some other company or Collaboration with some other company or for any other reason or, if any changes take place in the proprietorship or partnership or the Company. The Bank should be intimated within 30 (thirty) days of such changes, failing which all payments will be withheld and Bank may terminate the hire agreement as may be deemed

necessary. Whatever be the reason of changes, the subject agreement would be terminated unless the new company/entity accepts the subject agreement at the same rates, terms and conditions laid down herein. The contractor shall refund the excess money paid for the term for which the agreement / arrangement has run.

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

08. The rates quoted shall not be subject to any variations in prices, basic material, labour conditions, etc., except taxes, duties, during the currency of the House Keeping, Maintenance & Laundry services contract subject to discretion of State Bank Academy.

09. The contractor shall bear all the costs and expenses in respect of all charges, stamp duties etc. of this agreement.

10. If the contractor assigns or sublets the House Keeping, Maintenance & Laundry services, the contract will be terminated without any further notice.

11. Within the validity period of the Contract the Bank shall issue a letter of acceptance to the Contractor at the address of the Contractor as given in the tender to enter in to a contract for the execution of the work as per terms of the tender. The letter of acceptance shall constitute a binding contract between State Bank Academy, Gurugram and the bidder/contractor.

12. On receipt of the intimation of the acceptance of the Contract from State Bank Academy, Gurugram, the Contractor shall be bound to implement the contract and within 7 days thereof he shall sign an agreement in a non-judicial stamp paper of appropriate value.

13. Failure to commence services within 15 days of signing of the contract or as decided by the State Bank Academy, Gurugram will result in withdrawal of the contract awarded.

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

15. Contractor / Successful bidder will have to enter into an agreement with the State Bank Academy. The format of the agreement shall be designed / drafted based on the Terms and Conditions / Clauses mentioned in this RFP document. However, State Bank Academy reserves the right to add / delete any other clauses in the Agreement.

16. The Contractor whose tender is accepted has to execute a Contract with the State Bank Academy but his liability under the contract shall commence from the date of written order.

17. The Courts in Gurgaon City (Haryana State) alone shall have jurisdiction in respect of any matter touching these presents.

CLAUSE:

1. SECURITY DEPOSIT:

The successful Contractor whose tender is accepted by the Bank shall be bound to deposit a sum equivalent to 5% of accepted "Annual Contract Value" including EMD as Security Deposit (SD) in the form of FD issued by State Bank OF India in the joint name of "**State Bank Academy, Gurugram & the Vendor**" or **Bank Guarantee issued by** any Nationalized/Scheduled Bank favouring for due fulfilment and performance of the Contract. The Security Deposit shall be held in Term Deposit with the State Bank of India in the name of the Contractor and the deposit receipt will be kept in the custody of the Bank. The Term Deposit Receipt will be deposited by the contractor as performance security with the STATE BANK ACADEMY / Bank, which will be lien marked by the Bank/STATE BANK ACADEMY in its favour. The Security Deposit /Bank Guarantee will be released after three months from the date of expiry of the contract provided that there are no defects or loss or damage caused to the Bank and/or materials/articles/equipment provided to him are duly accounted for and returned to the Bank in good working order and condition by the contractor to the satisfaction of the Bank and all his dues to the Bank and all other liabilities under any law or otherwise arising out of or in connection with or in respect of the services are fully settled. The security deposited by the Contractor shall be interest free.

2. CONTRACT AGREEMENT:

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

3. LIQUIDATED DAMAGE:

3.1 In case the contractor fails to fulfil his obligations for any day or any number of days to the satisfaction of the Bank, for any reason whatsoever, he shall pay by way of liquidated damages a sum of Rs.10,000/- per day for the entire number of such days and the bank shall without prejudice to their rights and remedies including the termination of the contract, be entitled to deduct such damages from the security deposit and monthly bills, if any, payable to the contractor. Bank also reserves the right to get the housekeeping and maintenance services done by any other agency till the default of the contractor persists as per para 13 of this Agreement.

3.2 If the contractor is employing less than the agreed number of workers on any day, a penalty to the extent of 125% of the daily wages applicable to his category (x) the number of workers short, will be imposed and deducted from monthly payment.

4. MATERIALS, APPLIANCES AND EMPLOYEES TO BE USED IN PROVIDING HOUSEKEEPING SERVICES

4.1 The contractor shall arrange for mechanized cleaning, vacuum sweeping, spray/manual dusting, mopping, water/chemical cleaning of schedule premises comprising of marble/quality granite, ornamental and decorative wooden furniture of high value, crystal glass doors/panes, modern electric gadgets, windows, window glasses, curtains and blinds, carpets, windscreens, polished metal surfaces including lobby areas, lounges, corridors, toilets, and wash basins, etc. and exterior cleaning, polishing of glasses and metallic engravings, logos, name plates, sign boards etc. and pest control, anti termite and rodent control measures plus specific maintenance activities like electrical repairs/carpentry, sanitary and masonry work and such other repairs required to keep the premises in excellent condition. He shall adhere to the schedule as to the time and work to be performed as mentioned in the Schedule II more specifically described hereunder.

4.2 The Contractor to provide naphthalene balls, Odonil, Phenyl-perfumed (Domex/Doctor), Teepol, Harpic, Urinal cubes, Room freshener, Colin, mosquito repellent machines with liquids (All out/Good night / Mortein), Bath soap, toilet soap, toiletry kits for the participants toilet rolls/toilet hand paper, liquid soap (Dettol/Lifebuoy), Vim/detergents, Hit / Baygon / Finit repellents, Anti termite items etc. and all other items required for Housekeeping & Maintenance services (Preferably eco-friendly house-keeping chemicals equivalent to GS 37(Green Seal Standard items be used) . All the materials used for services should have certified ISI mark and/or as per the brand names/others as may be specified by the Bank. Chemicals, Sprays, detergents and other materials should be of high quality satisfactory to the Bank and shall be procured from reputed dealers/shops. The chemicals should be of reputed companies. All materials should be non-hazardous and environment friendly. Materials and consumables should be available at the site in sufficient quantity to ensure their uninterrupted supply. The contractor shall arrange for their purchases on his own and shall bear all expenses in connection with such purchases including their transportation.. He shall adhere to the usage /supply of sufficient quantity of good quality cleansing materials for work to be performed, more specifically described at Sr. No. 4.7 of the contract.

4.3 The contractor shall always have on his active rolls the services of agreed number of able, efficient, clean, healthy, honest, well-behaved and skilled persons including qualified technical or supervisory staff for rendering services at the Establishment/s.

4.4 The Contractor shall provide prescribed number of supervisors as his agents or nominees for supervising the services, who will personally supervise and check the working of the Electrician, Plumber, Carpenter, Mason and other housekeeping personnel engaged by the Contractor.

4.5 The contractor shall be responsible for the good conduct and performance on the part of his personnel and the contractor shall and be deemed, for all legal and contractual purposes, the employer of the said personnel engaged by him and such persons shall not have any claim for employment in the Bank in whatsoever and howsoever manner or in

any connection therewith against the Bank now or at a future date. He will, at the request of the authorized officer of the Bank/establishment remove from the work any person engaged by him for the services, who may be unsuitable or incompetent or whose conduct is not trustworthy or who misbehaves and/or is not courteous, polite with the employees of the Bank or it's customers or third parties.

4.6 The contractor shall provide the following machines to his staff for proper maintenance of the premises: -

- i) Floor Scrubbing machine
- ii) Shampooing machine
- iii) Dry-wet Vacuum Cleaner (Industrial)
- iv) High Pressure Jet Cleaning Machine
- v) Tiles Scrubbing machine
- vi) Automatic Squeezer
- vii) Garbage Trolley(s)
- viii) Pest Sprayers
- ix) Fogging Machine
- x) Manual Road Sweeper

Over and above this, the other equipment which are required for Housekeeping & Maintenance Services must also be provided.

4.7 Approx Quantity of Cleansing Material to be used in the Academy :

S. No	Item Description	Periodicity	Unit	Qty
1	Freshner Cube of Odonil or equivalent approved by the Bank (100 gms)	Monthly	Nos	170
2	Bleaching Powder of good quality	Monthly	Kg	7
3	Airfreshners Spray of Premiun/ Ambipure/ Airwic / Godrej or equivalent approved by the Bank (300 ml)	Monthly	Nos	15
4	Wash Room Cleaning Chemical of Taski R1	Monthly	Ltr	80
5	Floor Cleaning Chemical of Taski R2	Monthly	Ltr	40
6	Furniture Polish Chemical of Taski R4	Monthly	Ltr	1
7	Glass Cleaning Chemicals of Taski R3	Monthly	Ltr	15
8	Metal Polish of Taski D7	Monthly	Ltr	1
9	Toilet Bowl Cleaner of Taski R6	Monthly	Ltr	7
10	Chockup Pump of approved quality	Monthly	Nos	5
11	Dust Pan of Gala/ Kleenal or equivalent approved by the Bank	Monthly	Nos	13
12	Glass Duster of approved quality	Monthly	Nos	40
13	Check Duster of approved quality	Monthly	Nos	80
14	Floor Duster of of approved quality	Monthly	Nos	60
15	Sponge of approved quality	Monthly	Nos	15
16	Steel Wool of GALA/ Scotch Brite or equivalent approved by the Bank	Monthly	Nos	15
17	Spray Bottles of Gala/ Kleenal or equivalent approved by the Bank (500 ml)	Monthly	Nos	8

18	Naphthalene Balls of good quality (100 gm)	Monthly	Nos	50
19	Urinal Screen of imported quality	Monthly	Nos	50
20	Sani Cubes of good quality (100 gms)	Monthly	Pkts	120
21	Hand Wash Liquid Soap Refill of Dettol/ Savlon /Lifebuoy (pack of 1.5 litre)	Monthly	Pkts	30
22	Biodegradable Garbage Bag 30"x50" (Big) of Naturepac/ Jackson/ Uniclean make	Monthly	Rolls	10
23	Biodegradable Garbage Bag (Small) of Naturpac/ Jackson/ Uniclean make	Monthly	Rolls	70
24	Toilet Tissue Paper Rolls of Jackson/ Premier/ Ezee make	Monthly	Pkts	35
25	M-Fold Tissue paper sheets of Wintex/ Cellox/ Jackson/ Premier make	Monthly	Pkts	85
26	Silva 7 Brasso metal polish (100 ml) bottles	Monthly	Nos	10
27	Flat Mop Refill of Gala/ Kleenal or equivalent approved by the Bank	Monthly	Nos	10
28	Round Mop Refill of Gala/ Kleenal or equivalent approved by the Bank	Monthly	Nos	20
29	Wet Mop Refill of Gala/ Kleenal or equivalent approved by the Bank	Monthly	Nos	20
30	Dry Mop Set of Gala/ Kleenal or equivalent approved by the Bank	Quarterly	Nos	10
31	Dry Mop Refill of Gala/ Kleenal or equivalent approved by the Bank	Quarterly	Nos	10
32	Wet Mop Set of Gala/ Kleenal or equivalent approved by the Bank	Quarterly	Nos	10
33	Flat Mop Set of Gala/ Kleenal or equivalent approved by the Bank	Quarterly	Nos	10
34	Round Mop Set of Gala/ Kleenal or equivalent approved by the Bank	Quarterly	Nos	10
35	Soft Broom Gala/ Kleenal or equivalent approved by the Bank	Quarterly	Nos	45
36	Hard Broom Gala/ Kleenal or equivalent approved by the Bank	Quarterly	Nos	85
37	Scrubbing Brush With Handle of Amco/ Kleenal/ Gala or equivalent approved by the Bank	Quarterly	Nos	45
38	Kitchen Wiper of Amco/ Kleenal/ Gala or equivalent approved by the Bank	Quarterly	Nos	10
39	Floor Wiper of 3M/ Scotchbrite or equivalent approved by the Bank (40 cm)	Quarterly	Nos	25
40	Hand Brush-Hard of Kleenal/ Gala or equivalent approved by the Bank	Quarterly	Nos	35
41	Pickup Dustpan of Ratan+A44:G63/ Kleenal/ Gala /Imported	Quarterly	Nos	25
42	Dust Pan with Brush of Gala/Kleenal or equivalent approved by the Bank	Quarterly	Nos	25
43	Metal Scrapper of approved quality	Quarterly	Nos	10

44	Carpet Brush of Kleenal/ Gala or equivalent approved by the Bank	Quarterly	Nos	4
45	Feather Brush of Kleenal/ Gala or equivalent approved by the Bank	Quarterly	Nos	10
46	Tall Sweeping Brush Gala/ Kleenal or equivalent approved by the Bank	Half Yearly	Nos	8
47	Toilet Brush of Gala/ Kleenal or equivalent approved by the Bank	Half Yearly	Nos	50
48	Plastic Buckets of Gala/ Kleenal or equivalent approved by the Bank	Half Yearly	Nos	15
49	Plastic Dust Bin 100ltr of Gala/ Kleenal or equivalent approved by the Bank	Half Yearly/ As per requiremen t	Nos	20
50	Plastic Mugs of Gala/Kleenal or equivalent approved by the Bank	Half Yearly/ As per requiremen t	Nos	20

5. PERMITS, LAWS AND REGULATIONS:

5.1. The Contractor shall strictly comply with all Labour and such other statutory Laws in relation to the services to be provided and the personnel engaged by the Contractor and he shall be solely responsible for all acts of the said personnel so enrolled and there shall and will not be any privity of contract for any purpose and to any intent between the Bank and said personnel so engaged by the Contractor. The Bank shall neither be liable nor answerable in respect of any claims or demands in respect of any matter or on any account which may be raised by the said personnel so engaged by the Contractor and it shall be the sole responsibility and liability of the Contractor to answer all such claims or demands of the said personnel so engaged, under any law for the time being in force.

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

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

5.4. The contractor should possess, for the entire duration of the contract, all licences and registrations as may be required under any law and shall be responsible to register himself and obtain and maintain a valid licence under Contract Labour (Regulation and Abolition) Act, 1970 and rules there under. The Contractor shall comply with all rules and regulations in force under the said Act and rules. The Contractor shall comply with all applicable laws, rules and regulations relating to Provident Fund, Minimum Wages, or any other Statutory/Regulatory requirements. Any dispute regarding such dues shall and be dealt with and settled by the contractor.

5.5. The Contractor shall in terms of the provisions of Section 16, 17 and 18 of the Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed under the said Act provide the prescribed amenities to its personnel. In case of failure of the Contractor in complying with the said provisions, the bank may provide the same when called upon to do so by the Competent Authorities and deduct the expenses incurred thereof from the bills of the Contractor without prejudice to its other rights and remedies under the contract. The Contractor shall be responsible for proper maintenance of all Registers, Records and Accounts so far these relate to the compliance of any and all statutory provisions/obligations for inspection of Bank/Statutory bodies.

5.6. In terms of the provisions of the aforesaid Contract Labour (Regulation & Abolition) Act, 1970 and Rules 72 and 73 of the Rules framed there under, in case the same are applicable to the Contractor, the Contractor shall disburse the minimum wages payable to its personnel only in the presence of the Authorised Representative of the bank and deposit unpaid to Bank or Govt. Any violation of the aforesaid provisions of the Law will entail forthwith termination of this Contract in addition to such penal consequences as may be attended with under these presents.

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

5.8 In the event of contractor being a firm, the house-keeping contract must be executed by each partner thereof, or in the event of absence of any partner, it must be signed on his behalf, by a person holding a valid Power of Attorney authorising him to do so, such Power of Attorney shall be produced to the Academy for its record. It must disclose that the firm is registered under the Indian Partnership Act. In the case of a body corporate, all formalities required under the Company Laws must be complied with.

5.9. The contractor shall provide the medical checkup of all the man powers deployed and will submit the medical fitness certificate for Banks record. No manpower will be deployed without proper medical checkup.

5.10 The Contractor shall be responsible for all the claims for its persons and the said persons of the Contractor shall not make any claims whatsoever against the Bank. The Contractor shall indemnify the Bank against any claim raised against the Bank.

The persons engaged by the Contractor's shall not have any claim for employment or absorption in the Bank in whatsoever and howsoever/manner or in any connection therewith against the Bank now or at a future date. The persons engaged by the Contractor/Vendor shall be the employee of the contractor only and not of the Bank.

6. TAXES

6.1. The contractor shall alone bear all taxes, rates, charges, levies or claims whatsoever as may be imposed or levied by the State/Central Government(s) or any local body or authority for and in connection with the rendering services except GST as applicable.

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

7. INSURANCE:

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

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

8. DAMAGE TO PERSONS & PROPERTY:

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

8.2 The Contractor shall be responsible for any loss due to theft/pilferage and/or damage to the Bank's property, when such damage is, in the opinion of the Bank, caused due to negligence, carelessness or any fault on the part of the Contractor or his

workmen/employees engaged for the services. The Contractor shall ensure that the character and antecedents of the personnel engaged by him are duly verified before such engagement.

9 ASSIGNMENT AND SUBLETTING:

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

10. PAYMENTS:

10.1 The Contractor will submit the bills, **(along with copy of attendance Register, Wages Register, OT Wages ,F&F etc all as prescribed under Contract Labour (R&A) Act 1970, documents/challans evidencing online payment of PF, ESI; Challans & ECR and other payments made for/to individual workers)** for the services rendered, at the end of each month to the authorized officer. **Consolidated challans, not showing payment of PF and ESI of individual workers, will not be accepted.** The payments as far as possible will be made within two weeks from the date of certification, subject to the condition that the contractor has cleared/paid all his dues, viz. Labour Payments, taxes, levies, etc. as required to be paid /payable by him under any law for the time being in force.

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

10.3 The tender quoted amount or total contract value is fixed, and no additional claim will be entertained during contract period. **However, if the minimum wages are increased in future as per the notification of the Govt. of India, the Bank may consider revision of the charges payable to the Contractor by the amount equivalent to increase in the rates of wages paid/to be paid by the Contractor to the personnel engaged by him subject to production of proof of payment.**

10.4 The contractor will allow the Bank to access its records, books of accounts, relevant documents pertaining to performance of housekeeping and maintenance services at Bank's convenience. Bank may ask for documents as a proof of payment or provision of amount paid / payable to the workers / Govt Agencies for the benefit of workers, which will be provided by the contractor.

10.5 The persons provided by the contractor should mandatorily have the saving bank account in SBI and Minimum wages in terms of government of India guidelines should be paid by the contractor in his/her Saving A/C.

11. PERFORMANCE:

11.1 The contractor shall ensure excellent standard of housekeeping and maintenance and also ensure that the entire premises are kept hygienic and clean. Preventive pest control, rodent control and anti-termite measures will also have to be done by the Contractor. The cleansing materials, equipment should be arranged by the Contractor. The Bank will fix up the benchmark of cleanliness desired to be achieved.

11.2 The Contractor shall arrange for and ensure cleaning and other services for the entire complex as specified in Schedule-II. Even if a room or any other area were not being used, the dusting/cleaning would be done as per schedule.

11.3 The Contractor shall arrange for disposal of garbage as per regulations of Local Municipal Authorities on regular basis (as per the schedule –II). All expenses relating to disposal of garbage will be borne by the contractor. Contractor must strictly comply with the garbage disposal norms of Municipal Authority. Penalty on account of breach of the guidelines laid down by Municipal Authority will have to be borne by the Contractor.

11.4. The contractor will arrange for setting/making all beds in the hostel/guest rooms, replace the room linen i.e. bed sheets, bed covers, pillow covers, Bath towels and Hand towels as prescribed in Schedule-II or earlier if required. Bed sheets, covers, towels, pillow covers 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 borne by the Bank.

11.5 The contractor shall maintain electrical equipments, installations and maintain electrical, plumbing, carpentry and masonry work by qualified electrician, plumber, carpenter and mason, equipped with proper tools and adequate security gears to be provided to the employees for their safety. The measures for maintenance should be proactive, anticipatory preventive and not fighting an emergency or break down situation after an event has occurred. The contractor shall ensure that the Plumber, Carpenter and Mason are available during the working hours and whenever required in emergency. The services of the Electrician should be available round the clock. Services of two electricians are required during office hours and one during night. The cost of replacement of any items shall be borne by the Bank.

11.6. The scope of electrical maintenance shall include the labour component of operation, repairing and maintenance of various electrical cables, fans, fixtures, fittings, water-heaters etc.

11.7 The contractor shall arrange for refilling of drinking water, provided by the Bank, in the containers provided by the bank and kept in Hostel rooms, Guest rooms, administrative block rooms, faculty rooms etc. Cleaning of the containers must be ensured on daily basis for hygiene.

11.8 The contractor shall ensure opening and proper locking of all rooms in Hostels and all other blocks and in case of any breakage, pilferage of any fixture and/or furniture, equipment, or other material etc. the responsibility shall be of the contractor and the contractor shall be liable to make good the loss.

11.9 The contractor shall deploy suitable trained personnel round the clock at reception lobby for receiving the trainees, guest speakers & others, entering their details in Register and Computer provided by the Bank including check-in and check-out time, for allotting them rooms as per instructions/guidelines given from time to time by the Competent Authority, and to receive back the keys on their departure. These records will be Bank's property. He is also responsible to handle the Telephone EPABX exchange round the clock. The contractor shall arrange for carrying the luggage of the trainees, guest speakers & others to and from the rooms allotted to them.

11.10 The contractor will be responsible to attend all complaints/requirements within the purview of the contract. He will also be responsible to communicate immediately any complaint of sickness, mishap, accident etc. of any participants, guests, etc. to the GM & Director/DGM (R&A)/ AGM(Admin /AGM (Hospitality). Complaint / Suggestion register, First Aid Box and Sports items, to be provided by the Bank, will be made available at the Reception counter under the control of the Contractor's men.

11.11 The contractor shall carry out improvements as may be necessary for ensuring satisfactory service and shall take due notice of Complaints/suggestions made by the participants/trainees/faculty Members / AGM (Hospitality) /AGM (Admin)/ DGM (R&A)/ GM & Director. The contractor shall submit the complaint/suggestion register to the AGM (Hospitality) every day for further putting up to the Competent Authority.

11.12 It will be contractor's responsibility to ensure that arrangements are made for storage of water in sufficient quantity for drinking, bathing, washing and toilet purposes. The contractor will for this purpose ensure smooth working of the water pump & tube well.

11.13 The contractor shall provide for pest control measures against flies, mosquitoes and termites and rodents. Good quality mosquito repellent spraying should be carried out at regular intervals as also whenever necessary and advised by the AGM (Hospitality) / AGM (Administration), will have to be carried out.

11.14 The contractor shall discharge his obligations under the contract most diligently, efficiently and honestly.

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

However, the continuance of the contract shall be subject to review of the performance from time to time and in case the performance is not found to be satisfactory by the Bank for any period under such review, the Bank at its discretion, reserves its right to terminate the contract under due notice to the Contractor without incurring any further liability thereof as per point 13 mentioned hereunder.

12. OWNERS RIGHT TO TERMINATE THE CONTRACT:

12.1 The contract for Housekeeping & Maintenance Services shall initially be for a period of two years from the date of commencement of the contract, subject to review every after six months and satisfactory performance as mentioned hereinabove thereafter renewable for further one year on same rates, terms and condition (if acceptable to Bank/ STATE BANK ACADEMY).

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

- (a) The Bank may, without prejudice to any other remedy for breach of contract, may terminate the contract/tender by one month's notice in the event of unsatisfactory performance or on breach of any stipulated conditions or qualitative dimensions of

- the various services specified/agreed upon by the contractor, or the engagement is not in the interest of the Bank or the Bank no more requires any such services.
- (b) Exit Option: The Bank/ STATE BANK ACADEMY can at any time exit by way of terminating the tender by giving two months notice, without assigning reason thereof.
- (c) Other Grounds for Termination
- The Bank is entitled to terminate this contract/tender for any reason at its absolute discretion forthwith without notice without assigning any reason and without payment of any compensation, in the following cases:
 - (1) The agency is adjudicated insolvent by a Competent Court or files for insolvency or if the agency being a company is ordered to be wound up by a Court of competent Jurisdiction.
 - (2) If any charge sheet is filed by a competent authority of the Government against the Agency / Company, or the agency is convicted by a criminal court on grounds of moral turpitude.
 - (3) For any reason whatsoever, the agency becomes disentitled in law to perform his obligations under this tender.
 - (d) In the event Bank terminates the Contract, under clause 13.1 (a) or (c), the Bank shall be entitled to procure services from other contractor as it deems appropriate, and the agency shall be liable to compensate the Bank for loss if any suffered on account of difference in rates payable to him and to the alternate agency/contractor for a period of six months or till the date, the Bank/ STATE BANK ACADEMY arranges new arrangement for its housekeeping and maintenance services, whichever is earlier.
 - (e) In the event of termination of the contract for any reason whatsoever, the contractor/or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.
 - (f) Notwithstanding anything contain elsewhere in this tender documents/annexure, the Bank shall reserve its right to terminate/cancel the tender process/execution of agreement at any stage without assigning any reasons whatsoever and the Bank shall not be liable to pay compensation to anyone in such case.

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

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

13. SETTLEMENT OF DISPUTES AND ARBITRATION:

13.1 All disputes arising between the parties shall be referred to and settled through Arbitration conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the rules framed there under. All questions relating to the performance of the obligations under this tender and to the quality of materials used in respect of the services and all the disputes and differences which shall arise either during or after the tender period or other matters arising out of or relating to this tender or payment to be made in pursuance thereof shall be referred to The GM & Director, STATE BANK ACADEMY (SBA), Gurugram, Haryana, in the Bank, whose decision shall be final, conclusive and binding on the contractor.

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

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

13.4 The Courts in Gurugram City (Haryana State) alone shall have jurisdiction in respect of any matter touching these presents.

For M/s _____

For State Bank Academy, Gurugram

Witness

Witness

Signature

Signature

SCHEDULE- I

DESCRIPTION OF THE ESTABLISHMENT

Housekeeping and maintenance services including cleaning, plumbing, electrical, carpentry and masonry, pest/rodent control and termite treatment work of entire premises occupied by STATE BANK ACADEMY (SBA) at Plot No.77, Sector – 18, Gurugram and including basements and roads and up to 15 feet outside the complex. Arrangement of any assistance/helping hand required for carrying out plumbing, electrical, carpentry, masonry work shall be responsibility of the contractor without any extra cost. Also, similar services for approx. 20 rooms only in Plot No. 79, Sector – 18, Gurugram.

SCHEDULE- II**(a) SPECIFICATION OF THE WORK (JOB DESCRIPTION)**

A	Sweeping & Mopping	FREQUENCY
	Hostel Rooms (Plot No. 77&79), Guest Rooms	Once a day & on change of occupancy.
	Faculty Rooms and Administrative Wing	Once a day
	Main Reception Area	Ongoing everyday 9.00 am to 5.00pm
	Lobbies, Corridors & Verandas	Twice a day
	Stair Case	Twice a day
	Gym, Heritage Gallery, Sports room, Reading Room	Once a day
	All open terraces, Roads / Pavements, Path way, Common area, Badminton Court including basement	Sweeping once a day
	Auditorium	Monday & Thursday and as and when required
	Scrubbing of room floors, lobbies, Corridors, staircases and balconies	Once a week
	Clearance /Waste papers from Cabins/Office rooms etc.	Once a day
	Disposal of Garbage and waste Paper in the garbage box and Dustbins	Twice a day
	Disposal of Garbage from the campus	Twice a week
B	Washing/change of Linen change in Hostel Rooms and Guest House Rooms	Twice in a week or earlier, if required, and on change of occupancy
C	Washing/change of Bath Towels & Hand Towels	Thrice in a week or earlier, if required, and on change of occupancy
D	Dusting of furniture	Once a day
E	Dusting of Fans/Tube lights & other fittings in the rooms	Once a week
F	Vacuum Cleaning of Carpets	Once a day
G	Cleaning of toilets/WC's, Washbasins of Office / Admin block	Every hour daily
H	Cleaning of toilets/WC's, Washbasins of Hostel rooms	Once a day
I	Cleaning of Buckets / Mugs with Vim / detergent	Once in a week
J	Scrubbing of bathroom tiles	Once in a week
K	Cleaning of window panes / wall Panelling	Once in a week
L	Cleaning of fans/ switch-boards\Distribution Boards (DBS)/Outdoor feeder pillars/walls/Tube-lights/wall-hanging etc.	Twice in a month
M	Opening of clogged drains / Sewer lines/ Cleansing of drainage lines and disposal of garbage	Half yearly basis & as and when required

N	Ensuring operation of sewage / water drainage	On an on-going basis
O	Day to day maintenance and operation Of electrical installations, water Pumps & fountain pumps, street lights etc.	On an on-going basis
P	Operation of audio-visual equipments, paging equipments etc.	As and when required
Q	Distribution of Newspaper in Hostel rooms occupied by participants	Once a day
R	Changing of worn out / damaged water Taps/ pipes/ valves etc.	As and when required
S	General checking of all toilets Fittings and sanitary accessories	Once a week
T	General checking of all electrical installation, Fittings and points etc. and replacement of faulty fittings	Once a week
U	General checking of all furniture/locking arrangement and their repairs etc.	Once a week
V	Shampooing & Wet cleaning of carpets, (Stain removal)	Once a week
W	Shampooing & Wet cleaning of Curtains / Sofa sets/Chairs	Quarterly
X	Cleaning of all brass pots/items	Daily
Y	OTHER TREATMENTS	
i	Pest Control	Weekly and as & when required
ii	Rodent control	Quarterly or as & when required
iii	Anti-termite treatment	Quarterly or as & when required
iv	Fogging	Weekly and as & when required

ANNEXURE- A

LAUNDRY SERVICES JOB FREQUENCIES FOR 130 HOSTEL ROOMS IN PLOT NO. 77 & 79 , ADMIN BLOCK & ACADEMIC BLOCK ETC.

Contractor shall provide the laundry services for all the hostel rooms of the building plus Canteen/Dining hall plus Admin Block and faculty chambers etc, of the items mentioned below as per the frequency mentioned in the chart.

Sr. No	Item Description	Work to be done	Frequency of work	Quantities per month(Nos)	Price (Rs per unit)	Total Price
A	Bed Sheet Single	Wash, Dry, Iron	Twice in a week	3000	10	30000.00
B	Bed Sheet Double	Wash, Dry, Iron	Twice in a week	300	15	4500.00
C	Pillow Cover	Wash, Dry, Iron	Thrice in a week	3300	6	19800.00
D	Bath Towel	Wash, Dry, Iron	Thrice in a week	2500	10	25000.00
E	Hand Towel	Wash, Dry, Iron	Thrice in a week	150	5	750.00
F	Window Curtains	Wash, Dry, Iron	Once in Quarter	110	60	6600.00
G	Door Curtains	Wash, Dry, Iron	Once in Quarter	180	60	10800.00
H	Rajai Cover (Single)	Wash, Dry, Iron	Twice in a Year	26	16	416.00
I	Rajai Cover (Double)	Wash, Dry, Iron	Twice in a Year	6	21	126.00
J	Blanket (Standard Size)	Dry Clean & Iron	Once in Quarter	63	125	7875.00
K	Mats (Bed Runner)	Wash & Dry	Once in a Month	110	25.00	2750.00
	Total					108617.00

The frequency of washing and quantity of items is indicative. Bills will be paid on actual basis.

NOTE:

(i) Timing for carrying out work pertaining to the above noted services shall be as advised from time to time by the AGM(Admn)/AGM (Hospitality). In general cleaning work related to the Administration and Academic block should be completed before 09.30 a.m. and Housekeeping & Maintenance work of the Hostel rooms is to be started thereafter and to be finished before 5.30 p.m. on all days.

(ii) The staff should wear immaculate dress with Company's logo, name badge and photo-identity-card.

(iii) Housekeeping contract to cover housekeeping and maintenance of all premises in the STATE BANK ACADEM campus at Plot No 77 and approx. 20 rooms only in Plot No. 79, Sector – 18, Gurugram.

(iv) The contractor is to provide ISI quality naphthalene balls, Odonil, Phenyl-perfumed (Domex/Doctor), Urinal cubes, Room freshener, Colin, Branded Mosquito repellents (All out/Good night/Mortein), toilet soap, liquid soap, toiletry kits for participants. (Dettol/Lifebuoy), toilet rolls, toilet and hand paper and Vim / detergents, HIT/Baygon/ Finit repellents, Anti termite items etc. of reputed companies. (Preferably eco-friendly house-keeping chemicals equivalent to GS 37(Green Seal Standard items be used)

(vi) In case it is observed that the cleansing material used is of inferior quality or insufficient quantity is used, the Bank will reserve the right to purchase the same itself and deduct the cost thereof out of the monthly bill payable to the contractor.

(vii) The contractor shall arrange to open Savings Bank Accounts of all its workers and credit their wages in their account.

PROPOSED MANPOWER AND PRICE BID FOR HOUSE KEEPING & MAINTENANCE SERVICES AT STATE BANK ACADEMY (SBA), GURUGRAM

Description of Manpower		No. of manpower resources	Wages (not less than minimum wages of Central Government applicable in Gurugram)
Supervisor	Supervisors to supervise the entire house keeping	2	
Receptionist	Round the clock Receptionist service at Reception with fluency in English and Hindi	3	
Electrician	Round the clock service with two electricians in General Shift	4	
Carpenter	Should be available in general shift	1	
Plumber	Should be available in general shift	1	
Mason	For regular repairing work of the STATE BANK ACADEMY .	1	
Housekeepers		22	
Room Boys		19	
	TOTAL	55	
Note: All the skilled workers should have working knowledge either in Hindi or in English.			

The rates quoted should be inclusive of all statutory obligations such as Minimum Wages (applicable presently of Central Government applicable in Gurugram city or rates applicable for the state of Haryana, whichever is higher), ESI, PF contributions, Bonus, Leave salary (for 30 days as defined in Haryana Shop and Establishment Act 1954 i.e 15 earned leaves, 12 casual leaves and 3 National Holidays), wages for relievers (as STATE BANK ACADEMY needs services on all seven days of week), service charges, except Service Tax. The offers of those prospective bidders which do not meet the said statutory requirements are liable to be rejected.

ANNEXURE 'II'

PRICE – BID

Sr. No.	Description	Period	Billing Unit	Amount for one month (Excluding tax)
1.	Providing House-keeping, Maintenance & Laundry services including the cost of all necessary man-power, equipments, consumables required, ESI, EPF, Bonus, Leave Salary, Relieving charges General pest control, Rodent control, Anti-termite control, fogging & Service charges and cost of material for providing services as per the Terms & Conditions and Annexures thereto.	Full period of contract	Monthly	Rs. (Amount in words) Rupees.....

Note: - The rate quoted should be both in figures and in words without any cuttings.

Break Up

Manpower Cost (1) **Rs. _____**
Material Cost (2) **Rs. _____**
Laundry Charges (3) **Rs. _____**
Service Charges (4) **Rs. _____**

&

**Garbage Disposable &
Sewer Cleaning Charges**

Total # Rs. _____

This amount should tally with amount shown in Price Bid column above.
 We undertake that the minimum wages as may be prescribed by the Government of India, from time to time as applicable at Gurugram, will be paid to manpower deployed. We also undertake that all statutory requirements e.g. EPF, ESI, BONUS, Leave Salary, Relievers Charges etc. will be met by the bidder.

The payment for Laundry Services at STATE BANK ACADEMY Hostel will be made on actual basis as per the estimated rates indicated above to maintain the quality at Annexure

- A, on production of bill duly certified by the AGM Hospitality/Admin for receipt of laundry services as per bill.

In case Of Tie of Financial Bid in more than one or two bidders, the work will be awarded to the bidder who will score maximum marks at Annexure-I sheet.

Date:

Place:

Tenderer

Signature and seal of the