

SBI INFRA MANAGEMENT SOLUTIONS (SBIIMS)
(A Wholly Owned Subsidiary of SBI)
Ground Floor, 59-61/4, State Bank of India
Administrative Office, Sanjay Place, Agra

ON BEHALF OF

State Bank of India

**TENDER FOR PROVIDING CATERING CLEANING AND CARETAKING SERVICES,
FOR VIP GUEST HOUSE CHHIPITOLA, AGRA (Tender ID- DEL201906012)**

TENDER PART- I

(TECHNICAL BID)

TENDER SUBMITTED BY:-.....
NAME :.....
ADDRESS:.....

AO OFFICE,
SBI INFRA MANAGEMENT SOLUTION (SBIIMS),
Ground Floor, 59-61/4, State Bank of India
Administrative Office, Sanjay Place, Agra

**SBI INFRA MANAGEMENT SOLUTIONS (SBIIMS) ON BEHALF OF SBI INVITING E-TENDERS
TENDER FOR PROVIDING CATERING CLEANING AND CARETAKING SERVICES,
FOR VIP GUEST HOUSE CHHIPITOLA, AGRA**

M/s.....

.....

.....

Sir,

1. We please to inform you to submit tender for the Catering,Cleaning and Caretaking Services as per enclosed schedule and terms and conditions.
2. The tender should reach us on or before 27.06/2019 upto 1.00 P.M. and the technical bid will be opened on the same day at 2.30. P.M. in presence of the contractors/their authorized representative who wish to be present at the time of opening of tender. Price bid will be opened on line as per the given schedule in NIT.
3. The tender should be sent in sealed envelope marked "**TENDER FOR CATERING, CLEANING AND CARE TAKING SERVICES, VIP GUEST HOUSE, CHHIPITOLA ,AGRA**" along with (refundable) earnest money deposit of Rs. 10,000/- in the form of Demand Draft of Schedule Bank in favour of **SBI INFRA MANAGEMENT SOLUTIONS (P) Ltd.** payable at Agra and non refundable processing fess of Rs. 3,000/- (THREE Thousand Only) by SBI Collect.
4. The tender without earnest money will be rejected. The tender shall remain valid for a period of 90 days from the date of opening.
5. Terms and conditions of the tender/work and tender form enclosed.
6. All the documents must be signed on each page.
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.

Yours faithfully

Vice President
SBIIMS, DELHI

SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD, AGRA OFFICE

Notice Inviting Tender

SBI Infra Management Solutions Pvt. Ltd. on behalf of State Bank of India invites online Tenders from the Contractors for the **CATERING, CLEANING AND CARE TAKING SERVICES AT V.I.P.GUEST HOUSE ,CHHIPITOLA, AGRA**

Details of tenders are as under:

1.	Name of Work	:	CATERING, CLEANING AND CARE TAKING SERVICES AT V.I.P.GUEST HOUSE ,CHHIPITOLA, AGRA
2	Earnest Money Deposit	:	Rs.10,000.00 (Rupees Ten thousand only) in the form of refundable demand draft/banker's cheque issued by any nationalised /scheduled bank drawn in favour of SBI Infra Management Solutions Pvt. Ltd." payable at Agra which shall be converted into interest free security deposit for successful contractor, whose tender is accepted. envelope as a part of Technical Bid).
3	Initial Security Deposit	:	<i>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 banker's Cheque/demand draft issued by any Nationalised/Scheduled Bank favouring SBI" payable at Agra. The contractor may choose to deposit the said Security Deposit (SD) in the form of Bank Guarantee (BG) of equivalent amount issued by any Nationalized / Scheduled Bank as per the SBIIMS/Bank's approved format.</i>
4	Processing fee	:	<i>A amount of Rs. 3000/- (Rupees five Thousand only) Amount to be paid only through SB Collect payment portal available in SBI site https://www.onlinesbi.com Tender ID- DEL201906012 UP TO 26.06.2019 (receipt for same to be enclosed in sealed envelope as a part of Technical Bid).</i>
5	Pre -bid meeting		INFRA MANAGEMENT SOLUTIONS PVT. LTD. Ground Floor, 59-61/4, State Bank of India Administrative Office, Sanjay Place, Agra
6	Last date & time for submission of Technical bid along with EMD, Cost of tender document cum processing Fee and other documents as specified in the tender.	:	27/03/2019 upto 1.00 p.m. Note: 1. It is sole responsibility of the bidder to ensure submission of their bid by stipulated date and time at specified address. The SBIIMS Pvt. Ltd. Shall not entertain bids received late due to any delay on

			account of delivery by the courier agency/speed post or any other mode for the reasons whatsoever. 2. <i>Tenders received without EMD and / or Tender Processing Fee shall be summarily rejected.</i>
7	Date of Downloading of Tender Document (Technical and Price Bid)		13.06.2019 to 27.06/2019 from Bank's Website: www.sbi.co.in <LINK>Procurement News.
8	Address at which the Tenders are to be submitted	:	<i>Technical Bid:SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.</i> Ground Floor, 59-61/4, State Bank of India Administrative Office, Sanjay Place, Agra -282002. <i>Price Bid:Online.</i> www.tenderwizard.com/SBIETENDER
9	Date and time of opening of Technical bid	:	Technical bid will be opened on 27/06/2019 at 02:30 PM at the office of INFRA MANAGEMENT SOLUTIONS PVT. LTD. Ground Floor, 59-61/4, State Bank of India Administrative Office, Sanjay Place, Agra -282002.
10	Date and Time of opening of Online Price-Bid	:	27.06.2019 at 3:00 PM , As notified Price Bid will be uploaded on Service Provider's portal www.tenderwizard.com/SBIETENDER Note:- Price bid will be opened only for technically qualified applicants through online e-procurement agency at 3:00 PM
11	Defects Liability Period	:	<i>12 months from the date of handing over of the project to the satisfaction of Bank.</i>
12	Validity of Offer	:	<i>90 days from the date of opening the Tenders.</i>
13	Liquidated Damages	:	<i>As per relevant clause in the tender document</i>
14	Date of Commencement of work		<i>1st Day of Succeeding month of the Work Order</i>
15	Periodicity of Payment		Monthly by SBI
16	Period of Honoring Payment Certificate		<i>15 days from the date of receipt of bill (excluding Sunday and Public Holidays)</i>
17	Insurance		<i>As per insurance clause of the tender document</i>

Mode of Submission of Tender: The tender shall be submitted in both physical and online in two cover system in accordance with the procedure detailed herein below. Specified documents shall be sealed in envelopes of appropriate size each of which shall be sealed.

- * First Envelope marked **Cover 1** shall contain Earnest Money Deposit along with Covering Letter and Cost of Tender Document.
- * Second Envelope marked **Cover 2** shall contain only the duly signed and stamped priced Bill of Quantities.
- * Envelope marked **Cover 3** shall be of adequate size and shall contain envelopes marked **Covers 1 & 2** and shall be properly sealed. This envelope shall be endorsed on the outside face as under:

“CATERING, CLEANING AND CARE TAKING SERVICES at AT V.I.P. GUEST HOUSE ,CHHIPITOLA, AGRA ”

The envelope marked **Cover 3** containing the tender documents as per instructions mentioned above shall be submitted in the office of **SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD. , Ground Floor, 59-61/4, State Bank of India Administrative Office , Sanjay Place, Agra -282002. ON OR BEFORE 1.00 p.m. on 27/06/2019.**

Envelope marked **Cover 1** containing Earnest Money Deposit along with Covering Letter and Cost of Tender Document, will be opened if the Earnest Money Deposit or Cost of Tender Document is not found as prescribed, the tender shall be rejected.

In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time

SBI Infra Management Solutions Pvt. Ltd. (SBIIMS)

SIGNATURE OF THE TENDERER

Important Note:-

1. Tenders received without EMD and Non-Refundable Cost of Tender Documents shall be summarily rejected and such bidders **shall not be allowed** to participate in the online price bidding process.
2. SBIIMS reserves their rights to accept any or to reject all the tenders in part or whole without assigning reasons thereof and no correspondence shall be entertained in this regard.
3. Tenders can be downloaded from www.sbi.co.in (link) <Procurement News>.It shall be responsibility of the Vendor to arrange and ensure that all pages of technical and financial bid are properly bound separately. Tenders in loose pages shall be disqualified.
4. The Vendor shall sign and stamp each page of the tender document thereby ensuring the number and sequence of all pages. Tender documents without seal and signature of the authorized tenderer are liable to be rejected.
5. Conditional tenders shall be summarily rejected.

LETTER OF DECLARATION

(To be submitted duly typed, signed with stamped by the Authorized Signatory on the Letter Head of the Bidder in Original along with Technical Bid document.)

**VICE PRESIDENT
SBIIMS, DELHI CIRCLE**

Dear Sir,

TENDER FOR PROVIDING CATERING CLEANING AND CARETAKING SERVICES, VIP GUEST HOUSE, CHHIPITOLA ,AGRA

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

A	Description of work	Tender for providing Catering, Cleaning and its care taking services , GUEST HOUSE at Agra
B	Earnest Money	10,000/- (Rupees Ten Thousand)
C	Validity of Contract	For an initial period of 1 (One) year from the date of commencement of work subject to the renewal for two similar terms after expiry of initial period subject to satisfactory performance.

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

3. I/we have deposited Demand Draft / Banker's Cheque for a sum of 25,000/- (Rupees Twenty five Thousand) as Earnest Money Deposit with SBI Infra Management Solutions Pvt. Ltd. Should I/We do fail to execute the contract when called upon to do so, I/We hereby agree that this sum shall be forfeited by me/us to SBI Infra Management Solutions Pvt. Ltd.

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

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

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

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

Signature of the Tenderer
With Seal

MODE OF SUBMISSION OF TENDER: ONLINE E – TENDER

Sealed Tenders are invited by **SBI INFRA MANAGEMENT SOLUTIONS (P) Ltd. (SBIIMS)** through for and on behalf of State Bank of India. **Online Price bid will be conducted** on behalf of State Bank of India for Catering, Cleaning and its care taking services, VIP GUEST HOUSE, CHHIPITOLA, AGRA

The tender shall be submitted in two cover system in accordance with the procedure detailed herein below. Specified documents shall be sealed in envelopes of appropriate size each of which shall be sealed.

a) First Envelope marked cover-1 shall contain covering letter, clarification (if any), technical and commercial terms, duly signed and requisite EMD along with Cost of Tender is to be deposited at the office of **SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD. , Ground Floor, 59-61/4, State Bank of India Administrative Office, Sanjay Place, Agra -282002** latest by **27.06/2019** upto 01:00 PM.

Second Envelope marked cover-2 shall contain only the copy of priced Bill of Quantities duly filled and is to be deposited at the office of **SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD. , Ground Floor, 59-61/4, State Bank of India Administrative Office, Sanjay Place, Agra -282002** Latest by **27.06/2019** upto 01:00 P

Opening of Tender:

- 1) 1) Cover 1 containing the Earnest Money Deposit, covering letter, terms and conditions, if any, will be opened first by the tender opening committee.
- 2) After opening of cover 1 and after evaluating the clarifications / conditions, if any, stipulated by the contractors, i.e. if the vendor are qualified, cover 2 containing priced BOQ will be opened ONLINE of those qualified vendors.

3) In case and only if the L-1 bidder quote received is substantially high (more than 10% of the estimated cost put to tender), Bank shall have the rights to carry out reverse auction which will be communicated as soon as possible after opening of e-tenders to all the qualified vendors/firms.

In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.

SBIIMS / State Bank of India has the right to accept / reject any or all tenders without assigning any reasons.

SCOPE OF WORK

The bidders are required to provide Caretaking & Catering services, for the Guest Houses to be set up for an effective service delivery process for providing the Catering, Cleaning and Caretaking Services
The contractor intending to quote for the above Catering , Cleaning & Caretaking services will be required to render following services.

1. SECURITY SERVICES

The contractor will provide one Chowkidar for round the clock security of premises and goods lying at the GUEST HOUSE .He will also ensure that the entry is restricted to the authorised persons only. The age of the Chowkidar should be between 21-45 years. The chowkidar will wear proper uniform while on duty to be provided by contractor. Qualification of chowkidar should be minimum 10+2. and he should be fit and alert.

2. CATERING SERVICES

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.

3. CARE TAKING SERVICES

The Contractor will maintain a (Complaint Register, Feedback Register), Register for recording names, addressees, character certificate, latest photograph, telephone of the persons engaged by him. They should not be suffering from any disease, infection and contagious disease which can be harmful to guests or food preparation or otherwise.

4. CLEANING SERVICES

Rooms of GUEST HOUSE and its complex including terrace is to be kept neat and clean round the clock.

5. MANPOWER TO BE DEPLOYED

The contractor shall provide required number of manpower including skilled manpower like attendants, cook, watchman, cleaning staff.

6. ELECTRIC SERVICES

The Electric generator/Inverter will be run by the employees of contractor

TENDER DOCUMENTS

The work has to be carried out strictly according to the conditions stipulated in the tender consisting of the following documents and the most workmen like manner.

i) General Conditions of Contract.

ii) Instructions to Tenderers

iii) Special conditions of contract

vi) Price bid

GENERAL CONDITIONS OF THE CONTRACT

1.0 Definitions:

“Contract” means the documents forming the tender and the acceptance thereof and the formal agreement executed between State Bank of India (client) 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. In the contract the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

1.1 Bank or “SBI” or SBIIMS shall mean State Bank of India (client) through SBIIMS having its Local Head Office at Chandigarh and includes the client’s representatives, successors and assigns.

1.2 “Bank official” shall mean an Employee appointed by the SBI/ SBIIMS whether incorporated or not, undertaking the works and shall include legal personal representative to give instructions to the contractors.

1.3 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 the composing the firm or company and the permitted assignees of such individual or firms of company.

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

1.4 “Week” means seven consecutive days.

1.5 “Day” means a calendar day beginning and ending at 00 Hrs and 24 Hrs respectively.

1.6 Tender documents are not transferable.

2.0 SITE VISIT

The tenderer must obtain himself on his own responsibility and his own expenses all information and data which may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The tenderer is requested satisfy himself regarding the availability of water, power, transport and communication facilities, the character quality and quantity of the materials labour, the law and order situation, climatic conditions local authorities requirements, traffic regulations etc.

2.1 The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender

INSTRUCTIONS TO THE TENDERERS

1. The Tender documents can be download from the bank’s website www.sbi.co.in <LINK> e-procurement news

2. Tenderer has to submit duly filled in Technical Bid application form (Envelope-I) and sign on all the pages of the documents as a token of accepting our terms and conditions. The Tenderers who do not submit the Technical Bid and accept the terms and conditions & who do not furnish the requisite amount of D.D will be summarily rejected. Any misleading information will result in application to be rescinded and will lead to disqualification of Tender.

3. Conditional tender will not be accept and will be summarily rejected.

4. A non-interest bearing EMD of Rs.10,000 (Ten Thousand only) in the form of refundable Demand Draft or Banker's Cheque drawn in

5. EMD of unsuccessful tenderers will be refunded within 30 days of award of Contract whereas cost of tender will be non-refundable.

6. EMD of successful tenderer will be retained as a part of security deposit

7. Tender Documents not accompanied by the EMD in the above manner will be rejected. EMD shall be non interest bearing. EMD can be forfeited for break of terms of for any losses/damages incurred by Bank due to negligence of contractor or its employees.

8. **SECURITY DEPOSIT:** The successful bidder/contractor shall deposit an additional amount of Rs. 50,000/- (Rupees fifty thousand only) as Security deposit with the Bank for due fulfillment and performance of the Contract. The Security Deposit shall be held in Term Deposit with the State Bank of India in the 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 Bank, which will be lien marked by the Bank in its favour. Periodically interest accrued on the deposit may be claimed by the contractor, under intimation to the bank. The Security Deposit will be returned to the contractor 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.

9. The Tender Documents are not transferable and the cost of the Tender Documents is also not refundable.

10. Any bid which deviates from the above terms and conditions will be rejected.

11. The Bank does not bid itself to accept the lowest tender and the bank reserves the right to reject any or all the tender without assigning any reason whatsoever.

12. Sub-contracting shall not be permitted in the event of award of catering contract to the successful bidder.

13. The successful bidder will have to commence the catering services within 30 days of intimation to them by the Institute.

14. The tender shall remain valid for 90 days from the date of opening of tenders.

15. Sealed Tender documents Technical Bid (Envelope-I) and price Bid (Envelope-II) duly completed in all respects, should be submitted to the **SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD. , Ground Floor, 59-61/4, State Bank of India Administrative Office, Sanjay Place, Agra -282002.**

either in person or by post so as to reach the Institute on or before 27.06/2019at 1.00 p.m. SBI Infra Management Solutions Pvt. Ltd. will not be responsible for any postal delay or loss or non-receipt thereof. No consideration will be given to a Tender received after the date and time specified above, for any reason whatsoever.

16. Signing of Contract Documents

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract attached herewith within 15 days from the receipt of intimation of acceptance of his tender by the Bank. However, the written acceptance of the tender by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.

17. Letter of Acceptance

Within the validity period of the tender the SBIIMS shall issue a letter of acceptance either directly or by Email / registered post or otherwise depositing at the address of the contractor as given in the tender to enter into a Contract for the execution of the work as per the terms of the tender. The letter of acceptance shall constitute a binding contract between the SBI and the contractor.

18. Ownership

All furniture, fixtures and movable/immovable items thereof furnished by the SBI are the properties of the SBI. They are not to be used on other work.

19. Minimum Amount of Third Party Insurance

Such insurance shall be effected with an insurer and in terms approved by the SBI which approval shall not be reasonably withheld and for at least the amount stated below. The contractor shall, whenever required, produce to the Architect/Consultant the policy or policies of insurance cover and receipts for payment of the current premiums.

The minimum insurance cover for physical property, injury, and death is Rs.5.0 lacs per occurrence with the number of occurrences limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

20. Remedy on Contractor's failure to insure

If the contractor fails to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect under the terms of contract, then and in any such case the SBI may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the SBI as aforesaid and also deduct 15% of contract value from any amount due or which may become due to the contractor, or recover the same as debt from the contractor.

21. Owner's Right to Terminate the Contract

If the contractor being an individual or a firm commit any 'Act of Insolvency' or shall be adjusted an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Government and of the Official Assignee of the liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to him to do so, to show to the reasonable satisfaction of the Bank that he is able to carry out and fulfil the contract, and to give security therefore if so required by the Bank.

I. Or shall assign or sublet this contract without the consent in writing of the SBI shall charge or encumber this contract or any payment due to which may become due to the contractor there under.

or

II. Has failed to commence the works, or has without any lawful excuse under these Conditions suspended the progress of the works for 14 days after receiving from the SBI through the Architect/Consultant written notice to proceed,

or

III. Agreement can be terminate by giving one calendar month notice to the contractor without assigning any reasons.

22. CONTRACT PERIOD:

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

II. The extension of contract is to the entire discretion of the Bank and cannot be claimed as right of the Contractor.

iii If the contractor fails to perform any of its duties under this agreement and if the Employer is dissatisfied with the services of the contractor during the contract period or extended period of service, the Employer may terminate the services of the contractor, by issuing one month's notice in writing to winding up.

SPECIAL CONDITIONS OF CONTRACT

1. The contractor shall be solely responsible for the overall maintenance of guest house. 2. The Contractor shall keep the kitchen hygienic and will be responsible for the cleaning of all the rooms and the attached Toilets, Drawing-cum-dining room. Reception room, common toilet, terrace, staircase, etc. & entire building. It also includes dusting of furniture/fixture and other articles placed in the rooms on daily basis. Rooms of Guest house is to be kept neat and clean regularly on day to day basis. The contractor shall arrange daily cleaning of all toilets with first grade phenyl and detergents, soap, toilet paper and other materials as specified in Annexure-A shall be provided by the contractor at Bank's cost. Periodicity of House-keeping will be as per Annexure "C". Contractor will take all required measures for safety of workers including amount for implements/safety implements and articles for the workers while on duty. 3. The contractor will be responsible for safety of the workers engaged for above GUEST HOUSE. Bank shall not be liable for any claim on account of any mishap. He will also be responsible for safety of all the item*s provided by the Bank within the premises of the GUEST HOUSE and for day-to-day running of the GUEST HOUSE 4. The contractor will be responsible for the integrity and conduct of his employees and in the event of any complaint, the contractor will be required to replace them and compensate the Bank for any loss. The contractor shall arrange for and produce police verification of all persons engaged by him. 5. The contract can be terminated by the Bank by giving 15 days notice without assigning any reason and no claim whatsoever shall be entertained on this account. 6. The contractor shall keep all his staff insured, against all risk policy during the currency of the contract at his own expenses and policy thereof is to be deposited with the Bank within 15 days of Award of work. 7. All taxes related to the catering, cleaning, care taking & security services whatsoever, shall be borne by the contractor. However, GST will be reimbursed by the Bank as per applicable. 8. The contractor shall maintain a Complaint Book in the GUEST HOUSE. 9. The GUEST HOUSE shall be inspected at least once in a week by Liaison Officer or other authorized officers of the Bank and the contractor shall co-operate during inspection. 10. Services of cook, waiters etc. will be provided round the clock by the contractor. It is to be ensured that efficient and excellent services/room services are provided by contractor. Bed tea, breakfast, Lunch, dinner of good quality as per Annexure "B" is to be provided by the Contractor at Bank's approved rates. 11. Any other misc. work connected with up keep of GUEST HOUSE is to be provided by the contractor. 12. The contractor shall arrange for making all beds in the rooms, replace the Bed linen i.e. bed sheets, bed covers, pillow covers and towels after every 3 days or change of occupancy, whichever is earlier. Bed sheets, covers, towels, pillow covers, blankets etc. will be supplied by the Bank. The contractor shall keep proper account of these items and arrange for their washing, ironing etc. at bank's cost. The contractor shall arrange for dry cleaning, vacuum cleaning of carpet, curtains etc. at his cost. Washing of any of these items shall not be allowed within the complex. 13. The visitors in the guest house can ask the contractor to wake them up at the time stated by them. 14. The Electric generator/Inverter provided by the Bank will be run by the employees of contractor, diesel/Mobil oil etc. will be provided by the Bank, Log Book thereof will be maintained by contractor. The contractor will be responsible for safety of operator and generator machine. 15. Crockery/utensils/gas connection and gas will be provided by the Bank. Gas filling will be arranged by contractor and charges will be borne by the contractor. 16. Inventory of infrastructure provided by the Bank will be maintained by the contractor. At the time of handing over the same it will be given by the contractor to Bank, complete in all respects in good conditions. 17. The contractor will have to provide sachets containing milk powder (everyday, Nestle) 4 pcs., tea (Taj, Tetley) 2 pcs, coffee(Nestle) 2pcs., Sugar (reputed brand) 4 pcs., sugar cubes to the occupants once a day in the morning. The cost will be borne by the contractor. 18. The refrigerator kept in the guest-rooms should be provided with seasonal fresh fruits such as apples, grapes, bananas, orange, Mangoes etc. and soft drinks/Juices at the time of arrival of the guests. Menu

card provided in the room shall clearly state the rates to be charged from the guests on the consumption of the fruits/soft drinks/juices. 19. The contractor shall strictly comply with all Labour Laws and such other statutory Laws in relation to the services to be provided and the wages will be provided to the workers as per the applicable Govt. rules by credit to Bank Account of the workers and the personnel engaged by the Contractor and the contractor shall be solely responsible for all acts of the said personnel so enrolled and there shall and will not be any privity of contract for any purpose and to any intent between the bank and said personnel so engaged by the contractor. The Bank shall not be liable nor answerable in respect of any claims of 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. 20. The contractor shall not be allowed to sell food to person(s) other than bank's executives/persons authorized by the bank.

21. All questions relating to the performance of the obligations under this agreement and to the quality of ingredients used in preparation of food and beverages and all the disputes and difference, which shall arise either during or after the agreement period or other matters arising out of or relating to this agreement or payment to be made in pursuance thereof shall be decided by the Chief Manager (G.B) at Administrative Office Agra whose decision shall be final, conclusive and binding on the parties to this agreement.

22. Disposal of all garbage from guest house shall be the responsibility of contractor. The black plastic bags shall be provided by the contractor for the dustbins of rooms, kitchen etc. daily at his cost.

23. Anything not mentioned above, but required in GUEST HOUSE in general routine is to be done by the contractor.

24. The contractor will arrange for police verification of the workers and keep record and submit information to Police/Govt. Department and he will be responsible for any mis-act of workers employed by him.

25. The contract will be for a period of one year extendable on sole discretion of the Bank for another year on same terms & conditions and upon renewal of license by the Contractor on or before the expiry of the license granted by the appropriate authority under the contract labour (Regulation & Abolition) Act 1970.

26. The charges for catering shall be as fixed by the Bank from time to time. The present rates for various items as described in the "Menu" are placed at Annexure-"B." The contractor shall provide Bed Tea, Evening tea with light snacks, breakfast, lunch or dinner as per Menu card to the Bank's Executives as a package. The cost of package per person for one day will be Rs. 150/- and the contractor will be reimbursed for the same as detailed hereunder. The contractor will collect the nominal charges from the Bank's Executives /Officials for the food served as detailed hereunder:-

2. The Bank's Executives/officers utilizing the Transit House on official duty :

	Description of items	Amount to be charged from Bank's Executive/officer on official visit	Maximum amount to be reimbursed to the Contractor by the Bank per person per day.
a)	For availing food package (i.e. Bed tea, Breakfast, Evening tea with light snacks, Lunch and Dinner)	Rs. 30/-	Rs. 150/-
	For availing food package (i.e. Bed tea, Breakfast, Evening tea with light snacks, Lunch and Dinner)		
b)	For availing Lunch or Dinner in addition to full food package	As per Annex-B	---

The contractor will submit his bill as per menu mentioned in the Annexure-B for reimbursement of food package charges as above along with the details of food items consumed by the Bank's Executive on official duty duly signed by him/her.

PENALTY

1. All accounts and usual records/register will be maintained by the contractor and he will be responsible for the satisfaction of Bank/Staff. The contractor will collect Rs. 5/- per day from the official on official duty and Rs. 100/- per day from the occupant on personal visit (Self, spouse, Father, Mother & Dependent Son(s) and daughter(s) and Rs.1000/- per day from friends and relatives of the officer. The Bank charges deposited by visitors of Bank shall be deposited by contractor in Bank's specified Account on 1st & 16th of every month failing which penalty of Rs. 100/- on daily basis will be deducted from the bill of contractor.

2. In the event of insufficient/bad quality/non-serving of any eatables agreed upon to be served, the Bank will be within its rights to make suitable penalty from the contractor's bill @ Rs. 250/- per Executive per day for the entire number of such days.

3. In case the contractor or any of his employees, fails to fulfill his obligations as per his scope of work 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 upto a sum of Rs. 1,000/- per day for the entire number of such days and the Bank shall without prejudice to his other rights and remedies, be entitled to deduct such damages from the amount, if any, payable to the contractor.

4. Contract Agreement

I. On receipt of intimation of the acceptance of tender from the SBIIMS the successful tenderer shall be bound to implement the contract and within fifteen days thereof he shall sign an agreement in a non-judicial stamp paper of appropriate value.

II. The courts in Agra alone shall have the jurisdiction in respect of any or all matters relating to connected with the tender.

Copies of Agreement- Two copies of agreement/tender document duly signed by both the parties shall be handed over to the contractors

5. Settlement of Disputes and Arbitration

Except where otherwise provided in the contract all questions and disputes relating to the scope of the works in the tender and instructions herein before mentioned and as to the quality of workmanship or materials used in the scope of the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, instructions, orders or these conditions or otherwise concerning the work or,

whether arising during the contract of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter :

ii) If the contractor considers that he is entitled to any extra payment or compensation in respect of the scope of the work in the contract over and above the amounts admitted as payable by the Bank or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the Contractor shall forthwith give notice in writing of his claim, or dispute to the Chief Manager (G.B) at Agra within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the Chief Manager (G.B) at Agra in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to Chief Manager (G.B) at Agra in writing in the manner and within the time aforesaid.

ii) The Chief Manager (G.B) at Agra shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of the Chief Manager (G.B) at Agra submit his claims to the conciliating authority namely the Dy. General Manager (B&O) for conciliation along with all details and copies of correspondence exchanged between him and the Chief Manager (G.B) at Agra.

iii) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Dy. General Manager (B&O), Agra of the Bank for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.

iv) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Dy. General Manager (B&O), Agra. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Dy. General Manager (B&O), Agra. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

v) It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator.

vi) It is also a term of this contract that no person other than a person appointed by such Dy. General Manager (B&O), Agra aforesaid should act as arbitrator.

vii) The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under.

viii) It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Bank Officer.

ix) It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

6.0 Local Laws, Acts, Regulations

The contractor shall strictly adhere to all prevailing labour laws inclusive of contract labour (regulation and abolition act of 1970) and other safety regulations. The contractor shall comply with the provision of all labour

legislation including the latest requirements of all the Acts, laws, any other regulations that are applicable to the execution of the project.

i) Minimum Wages Act, 1948 (Amended)

ii) Payment of Wages Act 1936 (Amended)

iii) Workmen's Compensation Act 1923 (Amended)

iv) Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971 (Amended)

v) Apprentice Act 1961 (Amended)

vi) Industrial Employment (Standing Order) Act 1946 (Amended)

vii) Personal Injuries (Compensation Insurance) Act 1963 and any other modifications

viii) Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof

ix) Shop and Establishment Act

x) Any other Act or enactment relating thereto and rules framed there under from time

to time.

THE SCOPE OF WORK WILL ALSO INCLUDE THE FOLLOWING:-

ii. Maintain the register containing the name, address, character certificate, latest photograph, telephone/mobile number of the contract personnel engaged by him.

iii. Maintain duty register including the shift duty of the attendants.

iiii. Get the antecedents of the person engaged by him checked by the police and should get his medical checkup completed periodically.

iv. Issue uniforms and identity cards to all his staff.

v. Clean and spray the room with room freshener on the change of occupancy or as per requirement. The cost will be borne by the contractor. The contractor shall provide pest-control of flies, mosquitoes cockroach, rats, lizards including spraying with Finit(spray) and/or Baygon spray in the entire complex/building to be carried out at regular intervals.

vi. Provide the Menu Card prescribed by the Bank in each room.

vii. Ensure that payment of wages to the workers as per the provisions of the Minimum Wages Act and also ensure compliance of contractor of labour (R&A) Act. Maintain all records as specified by Govt. Agencies like Labour Deptt. EPC, ESIC etc. The contractor shall ensure timely payment of wages to persons engaged by him. The contractor shall bind itself and shall indemnify Bank against all claims, damages, proceedings, costs or any expenses whatever may be imposed, enforced or brought against the Bank or any of its officials/employees for reasons or consequent upon any breach or default on the part of contractor in respect of violation of any provisions of law.

viii. Take the standard feedback form duly completed from each guest prior to his departure (in duplicate) and submit one copy of the same to the Chief Manager (G.B).

ix. Maintain a) Arrival/Departure register b) Electric bills paid register c) telephone bills paid register d) Consumable/linen items purchased register as per standard format.

x. The contractor will provide quality naphthalene balls, odonil, Phenyl, All-out, toilet soap and vim/detergent, Colin, Mosquito-repellent, Flush liquid, Harpic, Ezee-o-bang, Baygon, Hit-spray and the cost will be borne by the Bank. The contractor will be responsible for cleaning of premises of GUEST HOUSE State Bank of India at Agra. The quality and quantity shall be approved/determined by the Bank.

xi. The contractor will provide to the workers all implements, safety articles on work place for safety of the workers engaged by him. In case of any accident, the Bank will not be responsible for the act, damages, claims etc.

xii. The contractor will ensure

va. Verification of credential of the occupants such as taking ID cards etc.

vib. Attend call of the occupants without interruption.

Xiii To provide welcome kit as suggested by the Bank (Toothbrush, Toothpaste, Shaving kit, Comb etc.) to each occupant and maintain record thereof and will be reimburse by the Bank

ANNEXURE-A**LIST OF APPROVED BRANDS FOR THE MATERIAL TO BE USED**

ODONIL : Balsara India Ltd./Davar India Ltd.

PHENYL : Bengal Chemical Pvt. Ltd./Domex

ALL-OUT : Good Night/Begyon/Mortin

TOILET : Life-Buoy(white), Lux, Rexona/Dettol, SOAP

VIM : Products of Hindustan Lever/Vim Ultra/Vim popular

DETERGENT : Surf/Rin

Food quality List of Indicative brands of items to be used in catering	Detail of Items	Makes
1.	Milk	Verka, Amul
2.	Bread	Bonn/Britannia/KITTY
3.	Butter(Table)	Amul/Verka
4.	Jam	Kissan
5.	Tomato Sauce	Maggi/Kissan
6.	Tea Bags	Taj/Tetley/Twinings
7.	Coffee	Nestle/Bru
8.	Refined Oil	Olive Oil/Ginni/Fortune
9.	Mustard Oil	Dalda/Hafed/P-marka
10.	Rice	India gate/markfed/hafed
11.	Sugar,	Reputed brand
12.	Spices	Catch/ M.D.H
13.	Ice Cream	Amul/Verka/Kwality
14.	Fruits, Vegetables	Seasonal fresh quality
15.	Pulses	Reputed brand
16.	Atta	Ashiarwad/Shakti Bhog

Above brands and/or brands of comparable quality (to be approved by the Bank) can only be used.

ANNEXURE 'B'

Menu details and charges recoverable on personal visit are as under:-

Sr.no	Item	Rate
i	Breakfast-Continental:- Bread (4 slices) with Butter and Jam egg preparation (2 numbers), Tea/ Coffee/ Fruit Juice (200 MI)/Fruit	Rs.40/-
	Breakfast-Vegetarian:- Bread with Butter and Jam/stuffed Paratha with curd/Chole Puri/Idli/ Dosa/Upma/Pova with samber, Tea/Coffee/Fruit Juice (200 MI)/Fruit	Rs.40/-
ii	Lunch/Dinner-Vegetarian:- Puri/Chapati, 2 vegetables (one dry and one with gravy), dal, rice (unlimited), raita/curd, papad, green salad, fruit/dessert	Rs.50/-
iii	Lunch/Dinner-Non Vegetarian:- Puri/Chapati, one plate of chicken/mutton/egg/fish preparation, biryani/pulao, dal and one vegetable, papad, green salad, fruit/desert	Rs.80/-
v.	Evening tea with light snacks such as biscuit (one packet)/veg pakora/samosa/veg sandwich (one piece each)	Rs.15/-

**Extra tea per cup Rs.7/-

bottles of branded mineral water such as Kinley, Bislery or Aquafina will be provided on occupancy to the guest at Bank's cost.

Charges recoverable from the occupant on official visit are as under:-

Amount to be charged from the Bank's Executive/ Officers on Official Visit	Maximum amount to be reimbursed to the Contractor by the Bank per person per day.
a) For availing food package (i.e. Bed Tea, Breakfast, lunch, dinner & Evening Tea with light Snacks (such as biscuit/veg pakora/samosa/veg sandwich)	Rs.30/- Rs.150/
b) For availing Lunch or Dinner in addition to full food package	As per Menu Chart given below

"ANNEXURE-C"

PERIODICITY OF SERVICES (a)	HOUSE-KEEPING	Sweeping & Mopping
Rooms		Once a day and on change of occupancy
Lobbies & Corridors, Drawing Room, Dining Hall		Sweeping & Mopping once a day and as and when warranted
Stair Case		Sweeping twice a day Mopping once a day
Open terraces, Road/Pavements		Sweeping/mopping once a day.
(b)	Cleaning of waste and garbage from rooms kitchen etc.	Once a day and on change of occupancy
(c)	Disposal of garbage and waste paper to the Municipal Garbage	Once a day
(d)	Dusting of furniture	Once a day
(e)	Vacuum Cleaning of carpets/sofa sets	Once a week
(f)	Cleaning of toilets/WC's/Washbasins	Once a day and on change of occupancy
(g)	Cleaning of Buckets/Mugs with Vim/detergent	Once a day and on change of occupancy.
(h)	Cleaning of bathroom tiles/fitting	Once a week as and when warranted
(i)	Cleaning of window panes/wall paneling	Once a week
(j)	Cleaning of fans/switch-boards/walls/tube-lights/wall-hanging	Once a week
(k)	Opening of clogged drains/sewer lines	As and when required but at least once in a fortnight
(l)	Maintenance and operation of Electric/ Electronics fittings, water pumps, compound lights etc.	On an on-going basis
(m)	Changing of fuse CFL, fluorescent/T-5 tubes etc.	Whenever required
(n)	General checking of all toilets fittings and sanitary accessories	On change of occupancy.
(o)	Washing/dry cleaning of bed sheets, towels, pillow covers	Replacement once in three days and also on change of occupancy/at the request of the Bank's Executives.
(p)	Cleaning & disinfection of overhead and underground water storage tanks	Quarterly
(q)	Cleaning of all the refrigerators	On change of occupancy and as & when warranted.

DRAFT ARTICLES OF AGREEMENT

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

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

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

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

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

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

AA. NOW IT IS HEREBY AGREED AS FOLLOWS:

a) This agreement will come into effect from _____ and will remain in force up to _____ or unless it is terminated as per the terms hereinafter contained.

b) In consideration of the Contract Amount (as per attached price schedule accepted and approved by the SBIIMS) to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon and described in the said Specifications and the priced Schedule of Quantities.

c) The Employer shall pay to the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions as per accepted Tender, covering the cost of manpower, materials/consumables etc. for efficient rendering of the maintenance services. Such sums/dues shall be payable on monthly basis subject to submission of bill / invoice. The specified materials / fittings/ fixtures not covered within the scope of work, shall be arranged by the contractor and actual cost thereof shall be reimbursed by the Bank at prevailing market Rates or any approved rates of the Bank subject to production of GST paid Invoice/Bills duly authenticated by the Officer/Engineer-in-Charge of SBI. The contractor has to take necessary approval of rates, make and model of various maintenance material / items from the SBIIMS prior to its use in the work and Official payment thereon will be made after the same is duly certified by the Bank's officials to the effect that the maintenance services have been provided satisfactorily, including use of material, if any, subject to statutory deductions.

d) The above charges do not include Goods & Service Tax, but inclusive of all other

taxes/duties/levies, whether existing or levied in future by the Central Government or the State Government or any local authority.

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

B. SERVICES TO BE RENDERED BY THE CONTRACTOR:

The contractor shall:

ii. Ensure submission of police verification certificates for all the personnel deployed in the Bank's premises.

iii. Ensure that he deploys trained and competent persons who are physically fit (i.e. between age 18 year to 50 years for workmen and up to age of 55 year for supervisor) and are not suffering from any chronic or contagious diseases for carrying out the works.

iiii. Be responsible and liable for payment of salaries, statutory minimum wages and other services required by the Bank / employer under the agreement.

iv. The Contractor shall ensure timely payment of wages/salary to the persons employed by him directly in their Bank accounts or through account payee cheques and a certificate to the effect that the salaries/wages are being paid regularly shall be furnished to the Employer every month. Further, the Contractor shall furnish a certificate every month to the effect that all the obligations under the various Labour Laws and the Contract Labour (Regulation and Abolition) Act, 1970, are complied with, by him.

iv. Ensure that all persons employed by him, for the purpose of rendering the services required by the Bank under this agreement, are insured with Government of India recognized insurance companies, for which no extra payment will be made by the Bank. The contractor shall be solely responsible for any injury or damages to any persons, animals or any other things.

Vi Ensure that his employees, while in the premises of the Bank or while carrying out their obligations under this agreement, observe the standards of cleanliness, decorum, safety, good behavior and general discipline laid down by the Bank or its authorized agents and the Bank/ employer shall be the sole judge as to whether or not the contractor and/ or his employees have observed the same. Vii

Personally, and exclusively supervise the work of his employees so as to ensure that the services rendered under this agreement are carried out to the satisfaction of the Bank.

Viii Ensure that no employees of the contractor will enter or remain on the Bank's premises beyond the specified time limits unless and absolutely necessary for fulfilling contractor's obligations.

Ix Be liable for any damages/losses caused to the Bank by way of damages to the Bank's premises or any part thereof or to any fixtures or fittings thereof or any property of the Bank and therein by any act, omission, default or negligence of the contractor or his employees or agents.

X The Contractor agrees and undertakes that they will make it clear to all persons employed/engaged by them to perform the obligations under this agreement that they are employees of the Contractor and that they shall have no claim against the Employer and the Employer shall not be liable to pay wages, salary or any other type of compensation to execute the contract or provide any other statutory benefits under the Labour Law and/or any other legislation and the Contractor shall be solely responsible for providing all such amenities to their employees admissible under the relevant Law/Rules/Service conditions.

Xi The Contractor shall obtain license, if any, required under the Punjab State Government Law or Central Government Law as applicable in case of the services covered under this contract.

Xii Wherever warranted, as per the Scope of work, the Contractor shall provide skilled workmen staff having appropriate and valid licenses.

Xiii All staff deployed by the contractor in the Banks' premises shall be provided with uniform bearing Company's badge and safety shoes / footwear etc. once in a year.

C.TERMINATION OF AGREEMENT:

(a) Without prejudice to what is contained hereinabove, the SBIIMS shall, at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice without assigning any reason(s) and without payment of any compensation, if:

II. In the opinion of the SBIIMS (which shall not be called in question by the contractor and shall be binding on the contractor), the contractor fails or refuses to implement this agreement to the Bank's satisfaction and/ or

ii. The contractor commits a breach of any terms and conditions of this agreement and /or

iii for any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/or

iv There is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of the bank to such variation.

(B) In the event of termination of this agreement for any reason whatsoever, the contractor/

or persons employed by him or his/ her agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

D. STAMP DUTY:

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

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

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

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

H. The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment's etc., which may come to the possession or knowledge of the Contractor during the course of discharging the contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies, including termination of the contract.

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

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

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

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

M. The employer shall pay the contractor the said contract amount or such other sum as shall become payable at the times and in the manner specified in the said conditions.

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

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

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

Signed and delivered by SBI, Agra.

(Name and Designation)

In the presence of:

Witnesses:

1. -----

Address

2. -----

Address:

SIGNED AND DELIVERED BY The Contractor by the hand of
Shri. -----

And duly constituted attorney.

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

In the presence of:

Witnesses:

1. -----

Address

2. -----

Address:

**TENDER PART- II
PRICE-BID**

TENDER FOR PROVIDING CATERING CLEANING AND CARETAKING SERVICES, VIP GUEST HOUSE, CHHIPITOLA ,AGRA

IMPORTANT INSTRUCTIONS TO THE BIDDERS:

The Bidders are advised to note and ensure compliance of the following while quoting their rates:-

1. The rates quoted shall be inclusive of all Taxes/levies/charges but excluding GST.
2. If at any stage of work it is found that the Contractor is not paying minimum wages to the workers, the SBI/MS/SBI reserve rights to discontinue services as per terms of contract.
3. The quote should includes prescribed minimum wages per month inclusive of all statutory requirements as per the Minimum Wages Act of 1948.
4. Please note that the rates quoted by the vendor shall remain fixed and valid for a period of one year i.e. initial contract period from the date of commencement of work and no escalation/price increase, whatsoever, shall be considered during this period. Accordingly, contractor has to take due care on this account while quoting the rates.
5. All payment shall be subject to Statutory deductions towards TDS etc. as applicable during currency of contract.
6. Monthly payment to the manpower employed by the contractor must be paid either through cheque or by crediting in their Bank accounts and copy of payment details must be enclosed along with the monthly bill raised by the contractor to the Bank.
7. The contractor should enclose the copy of the details of monthly wages payment, EFP, ESI and other statutory component along with the monthly bill raised to the Bank.
8. **Manpower for fire services, control room operator and lift attendant includes relievers cost.**
9. Cost of consumable items required for Plumbing and Electrical maintenance work of minor nature are included within the amount quoted against respective Tender Item mentioned in the Price Bid and the same has to be provided by the contractor within their quoted rates in the tender. However, the cost for high value CP fittings viz. Bib Cock, pillar Cock, Angle / Concealed Stop Cock, Waste Couplings, Bottle Trap, Hot & Cold water Mixture and sanitary fittings like WC Pan, Wash basin, Mirror, Soap Holder, Toilet paper Holder, Health Faucet, Jet Spray etc. will be reimbursed to contractor on production of GST paid bills in support of purchase of materials.

However, any replacement of fittings to be carried with prior approval from the Engineer-in-charge, provided the existing fitting is damaged/broken and beyond repairs.

ASIGNATURE OF CONTRACTOR WITH SEAL

NAME:

ADDRESS

INDICATIVE PRICE – BID

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

S. No.	Description	Period	Billing Unit	Amount for One month (Excluding GST) Rs.**** (Amount in words) Rupees.....
1	Providing caretaking, cleaning & Catering round the clock	Full period of contract	Monthly	

*****Break Up**

Manpower Cost (A) Rs. _____
 Material Cost (B) Rs. _____
 Service Charges (C) Rs. _____
Total Rs. _____

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

Date:
Place: Signature and seal of the Tenderer

We have read and understood all the above terms and conditions and are ready to execute the Catering, Cleaning and Caretaking Services for GUEST HOUSE situated at Agra.

Date:
Place: Signature and seal of the Tenderer

Date:
Place:

Signature