

INVITATION FOR TENDERS FOR HOUSEKEEPING AND MAINTENANCE SERVICES IN THE ESTABLISHMENT / DESCRIBED IN SCHEDULE I

(ONLY BANGALORE BASED EMPANELLED HOUSE KEEPING AND MAINTENANCE AGENCIES NEED TO APPLY)

The specifications of the work for which the tenders are invited is as per the Price Bid Form –Annexure A

2. Sealed tender documents duly completed in all respects shall be submitted to the Deputy General Manager (B & O), Administrative office-2, State Bank of India, 6th floor, Mysore Bank Building, K.G.Road, Bangalore 560 009 in sealed envelope superscribed as indicated below:

“Tender for the Housekeeping / Maintenance services in eSBM,Head Office Campus, KG Road, Bangalore .”

Tenders should be submitted in 2 sealed covers as under:

- (i) **TECHNICAL BID (including Schedule I and Schedule II)** duly signed in all pages along with Draft for EMD to be placed in one cover.
- (ii) **FINANCIAL BID** Annexure A to be duly signed in all pages to be placed in a separate cover.

Pre Bid meeting will be held at SBI, Administrative office-2, 6th floor, Mysore Bank Building, K.G.Road, Bangalore, on 15.6.2017 @ 3.00 PM.

Inspection of the premises referred to in schedule I, will be permitted on all working days during office hours between 3.00 PM to 5.00 PM with prior permission. Please intimate us in advance to arrange for inspection (can be contacted on **Mobile No. 9480810100**)

The tender documents must accompany Earnest Money Deposit of Rs.25,000/- (Rupees Twenty Five Thousand only) in the form of Demand draft or Bankers cheque of any scheduled Bank in favour of “State Bank of India, AO-2, Bangalore” (payable at Bangalore). The tender documents may be delivered either in person or by post so as to reach the Bank on **or before 20.6.2017 up to 02.00 PM**. The Bank will not be responsible for any postal delay / loss / non receipt thereof. No consideration will be given to a tender received after the date / time specified above and such tenders are deemed to be rejected.

The tender documents are not transferable.

Incomplete tenders and those which do not conform to the requirements of the invitation for tenders are liable to be rejected. Tenders submitted by a firm shall be signed separately by each member thereof and in the absence of any partner shall be signed by the Power of Attorney holder. Tender by a company shall be executed by

person/s duly authorized under the resolution of the Board of Directors of the Company.

3. Earnest Money deposited will be refunded without any interest thereon to all except the successful bidder within 7 days from the date of approval of the tenders by the competent authority.

4. **Opening of Tenders:** The tender will be opened **at @ 4.30 p.m** on the last date of submission i.e. **on 20.6.2017** .

5. The tenderer should submit Revenue / Banker's Solvency Certificates of **Rs.5 lacs**

6. The duration of the contract for the above services would be for a period of **3 years (36 months)** from the date of acceptance, subject to renewal every year on satisfactory performance on the same terms and conditions and upon renewal of license by the Contractor on or before expiry of the License granted by the Appropriate Authority under the Contract Labour (Regulation and Abolition Act), 1970.

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

8. State Bank of India discourages the stipulation of any condition by the tenderers. The conditional tender will be liable to be rejected.

9. The Bank 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 reasons

10. Validity of the tender : The tender shall be valid for a period of 90 days from the last date of submission of price bid of the tender.

11. Final award of the contract for the above services will be subject to the approval of the Competent Authority in the Bank.

The specifications, duration of work and the terms and conditions under which the contract is required to be performed and also the rights and obligations of the person/s whose tender is accepted shall be under an Agreement to be executed strictly in terms of the Agreement for House Keeping and Maintenance Services (enclosed for your reference) and the tenders submitting the tender shall have read the same and is always deemed to have read and understood the same before submitting the tender.

This tender is being initiated for house keeping arrangement for entire premises / campus for SBI building at K G Road comprising main 9 storied building and other premises located in the campus (Approximate 1,90,000 sft.). However, bank reserves the right to release the house keeping work in stages, to suit Bank's requirement.

Sd-
Deputy General Manager (B & O)

Accepted above terms and conditions

SCHEDULE I

(a) erstwhile State Bank of Mysore, Head Office Complex K.G Road, Bangalore 560 009 admeasuring area of 1,19,712 Sq.ft (approximately) and the following buildings thereon.

			Sq.ft
(i)	HO Buildings	Ground + 9 floors	90000
(ii)	B K G Complex	Ground + 3 floors	74000
(iii)	Bangalore Branch Building	Ground + 1 floor	23000
(iv)	Post Office Building	Ground + 1 floor	8000
(v)	Fire & Generator room	Ground Floor	3000
(vi)	Total land/plot area of the premises approx	- do-	119712

Scope of Work

1. Daily cleaning

Sweep Clean

- Sweep clean all floor areas
- Damp moping of tiles, vitrified floors, staircases, elevators, floor, sidewalls and podium entrance areas.
- Floors shall be free of dirt, mud, sand, footprints, liquid spills, and other debris.
- Chairs, trash, receptacles, and easily movable items shall be moved to clean underneath.
- During inclement weather, the frequency may be higher. When completed, the floors and halls shall have a uniform appearance with no streaks, smears, swirl marks, detergent residue, or any evidence of dirt remaining or standing water.
- After sweeping all vitrified floors, areas would be machine scrub cleaned.
- Sweep clean of debris from walkways and driveways and hose clean them during appropriate climatic and water use conditions.

Washroom cleaning (to be carried out twice a day)

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

Trash removal

- Emptying all waste paper baskets, ash trays (if applicable) from all floor areas, and washing or wiping them clean with damp cloth, replacing plastic waste paper basket linings and returning items where they were located.
- All waste from waste paper baskets will be collected and deposited at the designated place.
- Dry, wet garbage and e-waste would be segregated and dumped at the designated area within the premises.

Glass surface cleaning

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

Damp & Dry cleaning

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

Weekly Cleaning

Deep Cleaning

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

Window Glass Cleaning

- Interior & Exterior glasses will be cleaned on both sides, throughout the building.
- Exterior cleaning of the glasses where accessible.
- Dusting window sills and blinds.

Sanitizing

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

Cleaning

- Terrace cleaning including the cleaning of rain water outlets.

3. **Monthly cleaning service**

Dusting & Wiping

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

Scrubbing

- Scrubbing of all floor areas with scrubbing machines.

5. **Contract will also do the following tasks:**

- Sweeping, mopping, machine scrubbing of all specified floors.
- Removing all garbage and replace cleaned bins. Garbage will be taken the designated site at the complex.
- Wipe clean of all glass doors and windows regularly.
- Maintain high standards of cleanliness and hygiene at all assigned areas throughout the premises.

6. **External Façade:** The service provider shall undertake cleaning of the maintenance areas of window sills, RCC frame etc at all height and floor level from the exterior by using appropriate method once in three months. It will be the responsibility of the service provider to ensure that necessary insurance cover is obtained well in advance and produced to the Bank before commencement of the cleaning work. It will also be necessary to obtain security clearance from the Chief Manager (Security).

SIGNATURE OF THE CONTRACTOR / APPLICANT
(with seal)

SCHEDULE II

PERIODICITY OF HOUSEKEEPING SERVICES

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

Note

(i) The staff should wear immaculate dress with company's logo and photo identity card.

(ii) Bank will provide naphthalene balls, odonil, phenyl, all out, toilet soap and Vim / detergents and other cleaning materials.

SIGNATURE OF THE CONTRACTOR / APPLICANT
(SEAL)

ANNEXURE 'A'

STATE BANK OF INDIA, ADMINISTRATIVE OFFICE-2, 6TH FLOOR, MYSORE BANK BUILDING, K.G. ROAD, BANGALORE 560009

INVITATION FOR TENDERS FOR HOUSEKEEPING AND MAINTENANCE SERVICES IN THE ESTABLISHMENT / DESCRIBED IN SCHEDULE I

Financial Bid Form for Comprehensive Maintenance Contract

- a) **Security Deposit: Rs. 5,00,000/-**
b) **Earnest Money Deposit will be held with bank without interest and the same will be returned to contractor after one month of expiry of the contract period.**
c) **Period of Contract: 03 years from the date of commencement subject to renewal every year on satisfactory performance.**

Other Points :

- The Contractors will employ their personnel for 8 hrs shift (Six day a week)
- Contractor shall comply with all labor laws, legislations including;
 1. The payment Minimum wages act. (Central or State Govt. rates whichever is higher)
 2. Employers Liability Act, including P.F Act, Gratuity Act, Insurance Act, Bonus Act. etc.
 3. Contract Labour (Regulation and Abolition Act)
 4. Any other act or enactment relating thereto and rules framed there under from time to time.
- Contractor shall keep the bank saved harmless and indemnified against claims of any of the workmen and all costs and expenses as may be incurred by the bank in connection with any such claim that may be made by any workmen.

Housekeeping (Details are in the enclosed list Annexure B)

A. Manpower :

Sr No.	Man power requirement	Unit required as estimated by the Bank	Unit Rate	Amount (as per the man power estimated by the Contractor)
1	Housekeeping Supervisor	2		
2	Housekeeping personnel, including toilet cleaning	38		
3	Garden Maintenance	1		
	Total	41		

Cost of Housekeeping per month Rs. _____

Cost of Housekeeping for 12 months Rs. _____ (Rupees _____
_____)

(Service Tax will be as applicable)

B. Housekeeping

Housekeeping Major Equipments

Sr. No.	Equipment	Unit	
1.	Wet n Dry vacuum cleaner	2	The equipments stated in these columns will need to be provided at the site
2.	Wringer bucket :	5	
3.	Ladder	3	
4.	Scrubbing Machine 3 x 1	2	
5	Trolley for transporting waste	4	
	Total		

The Contractor must cover all employees under his charges for all statutory compliance like police verification ESIC, PF, Accidental, Insurance / death.

All the employees must be in proper uniform at all the time.

C. Exterior Façade/Maintenance area Cleaning

Once a quarter Rs. _____ per Quarter _____
and Rs. _____ for 12 month

ABSTRACT OF COST :

Sl.No.	Description of scope of work	Cost per month	Cost per annum
1	Housekeeping Manpower		
2	Glass façade Cleaning		
	Total		

Please note that the service provider quoting for manpower requirement both technical and housekeeping below the minimum wages applicable shall get disqualified without assigning any reasons.

Signature and seal of the Contractor

Date:

AGREEMENT FOR HOUSE KEEPING AND MAINTENANCE SERVICES

THIS AGREEMENT made at _____ on this day of _____ between STATE BANK OF INDIA, a body corporate constituted under the State Bank of India Act, 1955 having its Corporate Centre at Madame Cama Road, Mumbai 400 021 and one of its Local Head Office / Zonal / Branch / other offices at No. _____ (hereinafter a referred to as "the Bank" which expressions shall include wherever the context so permits it successors and assigns) OF THE ONE PART AND

(hereinafter referred to as "THE CONTRACTOR" which expression shall include wherever the context so permits its / his successors and assigns) of the OTHER PART.

WHEREAS the Bank has invited offers / tenders for rendering Housekeeping / Maintenance service (Services) at the premises more fully described in the Schedule I vide its notice dated _____

AND WHEREAS the Contractor offered its /his services for a consideration more fully described in Annexure A by submitting tender etc. The tender submitted by the Contractor is treated as part and parcel of this agreement.

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

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

1. The Contractor shall arrange for the services at the Establishment. He shall adhere to the Schedule as to the time and work to be performed as mentioned in the Schedule I & II more specifically described hereunder.
2. The charges for rendering the services payable by the Bank to the Contractor shall be Rs.____ (Rupees _____ only) exclusive of Service tax and all other applicable taxes. The details are in Annexure "A". (If there is any increase in Minimum wages as per notification from Government of India, the same will be payable by the contractor to their employees without referring to the Bank and the Bank will reimburse the same to the contractor separately, on production of satisfactory records of proof for having paid the enhanced amount) 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 Schedule II shall be the employees of the contractor and not of the Bank.
3. The Bank may provide (but not bound to do so) a few selected articles / equipments for use in the Bank's premises for the purpose. The contractor shall take care of the said articles / equipments as a bailee, in terms of the provisions contained under the Indian Contract Act

and duly return them in good working order and condition to the Bank on and at the expiry of the currency of these presents or on its sooner determination in terms of these presents. The daily and periodical maintenance of the articles /equipments shall be the sole responsibility of the contractor. The cost of replacement / repair and servicing of all the articles / equipments during the currency of these presents shall be borne exclusively by the contractor only.

4. All the materials used for services should be certified ISI mark and or as per the brand names / others as may be specified by the Bank. Chemicals, Sprays, detergents and other materials should be of high quality satisfactory to the Bank and shall be procured from reputed dealers / shops. The contractor shall arrange for their purchases on his own and shall bear all expenses in connection with such purchases including their transportation.

5. The Contractor shall always have on his active rolls the services of sufficient number (as indicated in his offer document) of able, efficient, clean, healthy, honest, well-behaved and skilled persons including qualified technical or supervisory staff for rendering services at the Establishment/s.

6. The Contractor shall provide adequate number of supervisors as his agents or nominees for supervising the services who will personally supervise and check the working of the housekeeping personnel engaged by the Contractor.

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

8. 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 not be liable nor answerable in respect of any claims or demands in respect of any matter or on any account which may be raised by the said personnel so engaged by the Contractor and it shall be the sole responsibility and liability of the Contractor to answer all such claims or demands of the said personnel so engaged, under any law for the time being in force.

9. The Contractor shall be responsible for the training, allotment of duties, hours of work and timings to the engaged personnel for the purpose. The contractor shall alone have the right to exercise control, give directions and manage the personnel engaged for the purposes.

10. 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. Supervisors, house keeping personnel, skilled / unskilled and others etc.

11. The Contractor shall ensure excellent standard of housekeeping and maintenance and also ensure that the entire premises are kept hygienic and clean. The cleansing materials, equipments should be arranged by the Contractor.

12. The Contractor shall discharge his obligations under these presents most diligently, efficiently and honestly.

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

14. 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.

15. The Contractor will be obligated to meet the Premises Committee once in a month for assessing and monitoring the quality of housekeeping services rendered, as may be decided by the Bank and for which notice will be given to the Contractor either in person or by a written communication. The Contractor shall comply with such observations / feedback made and furnished by the Bank for improvement of the services by him / her. However, the continuance of the contract shall be subject to review of the performance from time to time and in case the performance is not found to be satisfactory by the Bank for any period under such review, the Bank at its discretion, reserves its right to terminate these presents under due notice to the Contractor without incurring any further liability therefore.

16. The agreement shall come into force and be effective from _____ for a period of 3 years from the date of commencement, subject to renewal every year on satisfactory performance. This agreement shall be terminated by efflux of time or earlier by one month's notice at the option of the Bank in the event of unsatisfactory performance or on breach of any of the stipulated conditions or qualitative dimensions of the various services agreed upon by the contractor under these presents. The contractor may, after giving three months notice to the Bank terminate the contract, if he so desires at any time during the course of the currency of this agreement. The contract may be renewed for a further period of 12 months under the same terms and conditions stated in this agreement at the option of the Bank.

17. The Contractor shall deposit a sum of Rs. 5,00,000/- (Rupees Five Lacs 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 joint names of Bank and the Contractor and the deposit receipt will be kept in the custody, of the Bank. Periodical 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 these presents provided that there are no defects or loss or damage caused to the Bank and /or materials / articles / equipments 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.

18. 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.

19. 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.

20. 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 and a copy of the same to be submitted to the Bank.

21. The Contractor will submit the bills for the services rendered, only at the end of each month to the authorized officer and who will scrutinize the bills and if found in order, certify for payment along with the certificate to the extent that all the equipments supplied by the Bank are well maintained and are in order. The payments as far as possible will be made within one week from the date of certificate, 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.

22. The Bank further reserves the 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.

23. In case the contractor fails to fulfill 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 on actual loss on account of the damages or the amount to be incurred in getting the services done, subject to a maximum of Rs.1,00,000/- per instance. The contractor shall be given an opportunity to explain the circumstances under which the damage has occurred or services not provided and may be permitted to replace the damaged item or pay for the actual cost of services. The Bank shall, without prejudice to their rights and remedies including the termination of contract, be entitled to deduct such damages from their money, if any, payable by them to the contractor.

24. All questions relating to the performance of the obligations under this agreement and to the quality of materials used in respect of the services and all the disputes and differences which shall arise either during or after the agreement period of other matters arising out of or relating to this agreement, or payment to be made in pursuance thereof shall be referred to Asst. General Manager, premises and Estate Department. In the Bank, whose decision shall be final, conclusive and binding on the contractor.

25. 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.

26. The Contractor should possess, for the entire duration of these presents, all licenses and registration as may be required under any law and shall be responsible to register himself and obtain a valid license 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, Payment of Bonus, Minimum wages or any other Statutory / Regulatory requirements. Any dispute regarding such dues shall and be dealt with and settled by the contractor.

27. The Contractor shall in terms of the provisions of Sections 16, 17 and 18 of the Contract Labour (Regulations and 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 these present. The Contractor shall be responsible for proper maintenance of all Registers, Records and Accounts in so far as these relate to the compliance of any and all statutory provisions / obligations.

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

29. 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 the Bank to the articles / equipments or any part thereof by the Bank to the Contractor and or its personnel and they shall vacate and hand over the same in good working condition and order upon termination of these presents either by efflux of time of otherwise.

30. 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.

31. 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.

32. 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 whatsoever shall be payable to the Contractor or his workmen / employees.

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

34. In the event of failure of the 2nd party to provide the service as mentioned in this agreement for any reason whatsoever, the first party shall be entitled to procure services from other sources and the 2nd party shall be liable to pay forthwith to the first party the difference of payment made to such other sources, besides damages at double rate of payment for the period of failure in providing the services thereof.

35. The Courts in Bangalore (Karnataka State) alone shall have jurisdiction in respect of any matter touching these presents.

SIGNATURE AND SEAL OF THE CONTRACTOR

For and on behalf of

STATE BANK OF INDIA

DEPUTY GENERAL MANAGER (B & O)
AO-2, BANGALORE