

TENDER NO	CHEAO1202314
DATE	04.05.2023



**STATE BANK OF INDIA
ADMINISTRATIVE OFFICE, CHENNAI NORTH
Human Resources Dept., 4th floor
No. 231, NSC Bose Road, Chennai – 600001**

INVITES e-TENDERS

THROUGH E-TENDERING PROCESS

FOR

**PROVIDING HOUSEKEEPING & FACILITY MANAGEMENT SERVICES AT
SBI - ADMINISTRATIVE OFFICE BUILDING, CHENNAI NORTH**

NO OFFLINE / HARDCOPY SUBMISSION

From the Facility Management Agencies empaneled in SBI Chennai Circle

Note: Firm should possess valid digital signature with encryption for this e-tender

**Part – I
TECHNICAL BID**

Name of The Tenderer/firm:

Address:

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GSTIN:

PART- A-NOTICE INVITING TENDER (NIT)

1	Name of the work	State Bank of India, AO, Chennai North invites e-tenders from empanelled Facility Management Agencies in SBI Chennai Circle for Providing Housekeeping & Facility Management Services at Administrative Office, Chennai North entire Building located at No 231, NSC Bose Road, Chennai - 600001.
2	Clarification of queries	In the Prebid meeting only. Permission to visit the site (if required) can be arranged during working hours
3	Pre Bid Meeting	FROM 3.00PM to 4.00PM on 15.05.2023 (Only Facility Management Agencies with valid empanelment letter issued by SBI LHO Chennai are allowed to participate)
4	Pre Bid Meeting Venue	State Bank of India, AO Chennai North Zone 231, NSC Bose Road, Chennai-600001
5	Who can quote/Participate in the Tender	Facility Management Agencies empaneled in SBI Chennai Circle
6	Date where tender forms are available	FROM 04.05.2023 to 24.05.2023 at https://etender.sbi/ For information: Refer Bank's web site www.sbi.co.in under "procurement news ". Corrigendum if any will be published in Bank website only To apply visit https://etender.sbi/
7	last date and time of submission of online eTender	Up to 3.00PM on 24.05.2023
8	Place, Time for submission of e tender	Up to 3.00 p.m. on 24.05.2023 Tender documents at https://etender.sbi/
9	Date, Time and Place of opening of eTenders(Technical) (Representatives of Bidder may be present during opening of Bids. However Bids would be opened even in the absence of any or all the bidder's representatives)	On 24.05.2023 at 4.00PM State Bank of India, AO Chennai North Zone 4 th Floor, 231, NSC Bose Road, Chennai-600001
10	Date, Time and Place of opening of Commercial/price Bids	On a subsequent date which will be communicated to such bidders who qualify in the Technical evaluation
11	Quantum of Earnest Money Deposit (EMD-DD)	Demand Draft for ₹96000/- (Rupees Ninety six thousand only) in favor of State Bank of India, Chennai to be submitted at The Chief Manager(HR) State Bank of India, AO Chennai North Zone 4 th Floor, 231, NSC Bose Road, Chennai-600001 Before 3.00pm, 24.05.2023
12	Security Deposit to be submitted by L1 vendor	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" in the form of STDR in joint A/c of Bank & Contractor issued by any Nationalised/Scheduled Commercial Bank as security deposit for entire contract period duly discharged in favour of SBI, AO Chennai. The security deposit will be refunded on expiry/ termination of the contract as the case may be after adjusting the dues payable by the contractor to the Bank

		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 Commercial Bank as per Bank's approved format
13	Estimated Annual cost	Rs.96,21,000.00+GST+ESI+EPF
14	Terms of payment of Bills, if any	As per relevant clause in the tender document
15	(Penalty clause) Liquidated Damages	As per relevant clause in the tender document
16	Validity period of the tender.	90 days from last date for receipt of tender
17	Agency for arranging e-tender/online bidding	<p>e-Procurement Technologies Limited (EPTL) A-201/208, Wall Street – II, Nr. Gujarat College, Ellisbridge, Ahmedabad – 380006, Gujarat (INDIA)</p> <p>Call : +91 9904406300 +91 9510812960 +91 9265562821 +91 6354919566 e-mail: etender.support@sbi.co.in</p> <p>Office Hours: (Monday – Friday: 10:00 AM – 7:30 PM (IST), Saturday: 10:00 AM – 6:00 PM (IST)) (Exclusion: Sunday, Holidays and 2nd & 4th Saturday)</p> <p>Contractors are requested to contact the agency for further guidance on E tendering</p>
18	Evaluation of tender documents	<p>1.The participating Vendors should have the digital signature and encryption in their company name. Please note that the personal DSC will not be accepted by the e-tender portal.</p> <p>2.Following documents are to be submitted mandatorily in technical bid-</p> <p>a) Hard copy of EMD DD as mentioned above/valid MSME certificate for waiver of EMD for Micro and Small Enterprises</p> <p>b) Empanelment letter issued by SBI LHO Chennai</p> <p>c)Entire soft copy of technical bid duly signed, sealed and scanned to be uploaded. (In case of memory issue in e-tender site hard copy of technical bid should be submitted at office before last date and time) tender will be rejected in the absence of above documents</p> <p>3. Price bids of eligible bidders will be opened subsequently.</p> <p>4. The identified Successful bidder (L1) shall submit hard copy of entire technical bid & price bid duly signed & stamped along with Security Deposit amount within 07 working days. Thereafter, Work Order by the controller will be placed with L1..</p>
19	Date of Commencement of Work	1 st Day of Succeeding month of the Work Order or as advised by the competent authority.
20	Premises address	SBI - Administrative Office - Chennai North, No. 231, NSC Bose Road, Chennai – 600001
21	Controller Contact info (during working hours)	The Chief Manager (HR), SBI - Administrative Office - Chennai North, Human Resources Dept., 4th floor, No. 231, NSC Bose Road, Chennai – 600001
22	Contact info (during working hours)	cmphrd.zoche@sbi.co.in

1. The contractor has to provide their E-mail id, contact nos. and postal address in the bid documents. Henceforth, all official communication from Bank shall be through E-mail and SMS also.
2. 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.
3. The SBI reserves the right to cancel or postpone or modify the tenders at any stage without assigning any reason.
4. SBI will not be responsible for any internet connectivity issues / DSC issues / login issues / postal delay / loss / non receipt thereof. No consideration will be given in such cases.
5. SBI reserves its right 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.
6. The Vendor shall sign and stamp each page of the and upload the same in the relevant fields in the online tender portal. Documents uploaded without seal and signature of the authorized tenderer are liable to be rejected.
7. The intending bidders are categorically advised to submit the tender document strictly in the attached format only.
8. The Courts in Chennai city alone shall have the jurisdiction in respect of any or all matters relating to or connected with the tender.
9. State Bank of India discourages the stipulation of any condition by the tenderers. The conditional tender shall be liable to get rejected.

-Sd/-
CHIEF MANAGER (HR)
SBI – AO – CHENNAI NORTH

PART – B : DETAILS OF BUILDINGS & SCOPE OF WORK

Table-I: Building details (Highly recommended to inspect the site before quoting)

1)SBI - Administrative Office - Chennai North entire Campus/Building located at No 231, NSC Bose Road, Chennai - 600001

The approximate area covered under this contract are detailed below-

- a. Entire basement floor (7700 sq.ft)
- b. Ground floor – Entire area (7700 sq.ft)
- c. 1st floor – Entire Area (7700 sq.ft)
- d. 2nd floor - Entire area (7700 sq.ft)
- e. 3rd floor - Entire area including open (7700 sq.ft)
- f. 4th floor – Entire area including open (7700 sq.ft)
- g. 5th floor - Entire area including open (7700 sq.ft)
- h. Terrace - Entire area (7700 sq.ft)

The contract shall also include the common areas, lift lobbies and toilets in above floors, sub-station building, building frontage, external corridors & setbacks in all floors, lifts, etc.

Floor	No of restrooms
Ground floor	3 locations
First floor	4 locations
Second floor	3 locations
Third Fourth floor	4 locations
Fourth floor	3 locations
Fifth floor	3 locations
Sixth floor	1 locations

However, the agencies shall visit the Premises and confirm the area/no of restrooms other wash areas

2)SBI Egmore Branch Dispensary/HLST – 45, Pantheon Road, Egmore, Chennai – 600008 – only Manpower required

3)SBI Canteen – No 86, Rajaji Salai, Chennai – 1659 sq.ft.

Table-II: Housekeeping/ Facility Management Services for entire complex

S. N.	Activities	Frequency
1	<p><u>Sweeping / Cleaning / Other Services</u></p> <ul style="list-style-type: none"> • Sweeping & mopping of entire premises including the lift lobby in all floors common passages, staircases from Ground floor to Terrace level, lifts, podium, car / bike parking, pump rooms, services rooms, security cabins, office areas, sub-station, common areas, etc. • Cleaning of all toilets & washrooms including upkeep of sanitary fittings/ fixtures & equipment, washbasins, taps, soap dispenser, towel rods, flush tanks/valves. • Collection, segregation and carting away debris/garbage to common dumping place identified by Local bodies / Municipality / Corporation. The wastes accumulated in the workstation & floor dustbins must be cleared at 7.00pm daily (after evening snacks). • Dumping of bio-degradable waste in vermi-compost pit in the premises (If available). • Cleaning of indoor planters/artificial plants. • Dusting/ cleaning of computers, keyboards, Gym equipment, all furniture/ sofa, chair cushions, mirrors, glasses, doors, etc. • Cleaning of dining areas, tables, chairs, etc. in terrace & 5th floor twice a day (Before lunch & after evening snacks) • Refilling the water dispensers, bottles, etc. • Maintaining the daily dispatch details (inward & Outward). • Day-to-Day movement of stationary, making xerox copies, etc. • Day-to-Day operation of the pantry (Tea, Coffee & Snacks). 	Daily

2	<p><u>Deep Cleaning</u></p> <ul style="list-style-type: none"> • Cleaning of car parking space (Covered & open) by vacuuming or jet spraying by water. • Sweeping & cleaning of external areas. • Dusting/ cleaning of wall panels, statues, mementos, carpets, curtains, ventilator blinds, fans, table, buckets, mugs, panes, doors, switch boards, picture frames, showcase, book case, etc. • All floors, side walls of common areas wherever provided with marble or mosaic tiles will be cleaned with the help of cleaning machines to maintain its shine. • Periodic cleaning of the podium, pathway, roads etc. with suitable materials for removing the algae / green patches formation during monsoon. • Cleaning of the windows, grills, ventilators in the staircase, mopping the handrails of the staircases, common areas and Lift lobbies. • Cleaning the drinking water coolers tanks. • Up-keeping & removing choke-up in the storm water drains, sewer chambers, sewer lines, etc. Any missing portion of the drain covers has to be immediately restored. • Uprooting / removing of the grass, unwanted plants with root, shrubs, etc., from roadside, inside the storm drainage lines, building / boundary walls, roof tops, plumbing and sewage pipelines of the buildings, etc. • Cleaning of Pathway and Roads. • Cleaning of the Open To Sky area using necessary equipment at any height. 	<p>Weekly</p> <p>(some works need to be carried out during weekends)</p>
3	<ul style="list-style-type: none"> • Attending to plumbing and sanitary repair jobs and maintenance of water supply and sanitary lines and installations sound and watertight including daily operation of water pumps. (Plumbing consumables shall be supplied by the Bank). • Periodical cleaning of sewer lines/chambers to prevent blockages and also to coordinate with Corporation in removing blockages if any in main sewer lines of the complex. • Attending to minor carpentry works in the buildings. (Carpentry consumables shall be supplied by the Bank). • Basic Gardening works, tree pruning, watering etc. Uprooting / removing of the grass, unwanted plants, shrubs, etc., inside the storm drainage lines, building / boundary walls, roof tops, plumbing and sewage pipelines of the buildings, etc. • Shifting of furniture, fixtures, stationary, paper bundles, water cans, etc. within the premises/ buildings. • To coordinate with local bodies / Corporation / CMWSSB / Municipality for supply of Metro water through tanker and service connection (Statutory Payment shall be borne by the Bank). • To arrange water from private tanker suppliers (cost of tanker water shall be reimbursed by the Bank upon producing original invoices). • Dewatering of rainwater during monsoon season. • To coordinate with other services related in-house/outsourced technicians. • Pantry operation. • Furniture & Fixture arrangements. 	<p>On regular basis / as & when required.</p>
4	<p>Cleaning of underground and overhead water tanks in professional manner using suitable disinfectant on all the Buildings using necessary consumables, machinery, etc. The water tanks have to be cleaned by giving prior notice. The contractor will have to clean overhead and underground tanks in quarterly interval by using suitable equipment's with proper safety precautions and optimizing water usage to avoid wastage of water.</p>	<p>Quarterly</p>
5	<ul style="list-style-type: none"> • Effective rodent control, anti-termite treatment and pest control by fuming/spray by in house personnel or by engaging professionals available in the market. • Mosquito control fogging and fumigation • Perfuming the premises by using herbal/natural ambient perfumes along with necessary electric diffuser <p>Plumber-operating pump & attending all types of plumbing issues</p>	<p>As and when required</p>

Table-III: Housekeeping Gadgets/Consumable (Monthly) Quantity

Sl. No.	Particulars	Estimated quantity for a month	Make
01	Soft broom	10Nos.	Gala/spotzero/kleenal or equivalent
02	Hard broom	4 Nos.	Gala/spotzero/kleenal or equivalent
03	Cobweb duster	7 Nos.	As approved by the Bank
04	Table and Computer dusters	7 Nos.	As approved by the Bank
05	Bathroom Air fresheners	42 Nos.	Odonil/Godrej/ambipur or equivalent
06	Naphthalene balls	3.5 kgs.	As approved by the Bank
07	W.C. Brush	21 Nos.	As approved by the Bank
08	Floor scrubber brush	10 nos	As approved by the Bank
09	Detergent	2 kg	As approved by the Bank
10	Spray bottles	14 Nos.	As approved by the Bank
11	Acid	5 L	As approved by the Bank
12	Floor mat	14 nos	As approved by the Bank
13	Ala	2 L	As approved by the Bank
14	Comfort	500 mL	As approved by the Bank
15	Rubber Hand gloves	14 sets	As approved by the Bank
16	Sanicubes	1 kg.	As approved by the Bank
17	Plastic Buckets (small) Plastic Bucket (big)	15Nos. 10Nos.	As approved by the Bank
18	Garbage bag in suitable bio degradable material	15 – Big Rolls 15- Medium rolls	As approved by the Bank
19	Plastic Mugs	05Nos.	As approved by the Bank
20	Dust pan	10 Nos.	As approved by the Bank
21	Dishwash bar-125gm	30 no.	Vim/finish/Exo or equivalent
22	Dishwash Liquid	4 L	Vim/Exo or equivalent
23	Brass Vessel cleaning powder	2 kg	As approved by the Bank
24	Dust bin small with lid	10 nos	As approved by the Bank
25	Dust bin large with lid	13 nos	As approved by the Bank
26	Round mops	20Nos.	As approved by the Bank
27	Floor easy mops	12 nos	As approved by the Bank
28	Glass wiper	10Nos.	As approved by the Bank
29	Hand brush	10 Nos.	As approved by the Bank
30	Tissue Rolls	10 Nos.	Origami/fresh/mistair or equivalent
31	Floor & Toilet cleaning liquid	Floor cleaner – 20 L Toilet Cleaner – 15 L	Harpic/ domex or equivalent
32	Soap oil	15 L	As approved by the Bank
34	Scented hand wash solution with dispenser	15 L	Lifebuoy/Medimix/Dettol/fem or equivalent
35	Rat & mouse glue pad/traps	20Nos.	Rodex/pelstraX/Gummy trap or equivalent
36	Ambient perfume oil (fragrance as decided by the user)	4 nos	Maroma/Auroville or approved products
37	Urinal Mat non scented	20 Nos	As approved by the Bank
38	Floor wiper with long handle	10 Nos	As approved by the Bank
39	Compound Phenyl	18 L	As approved by the Bank
40	Checked cotton cloth	15 Nos	As approved by the Bank
41	Yellow cloth	7 nos	As approved by the Bank
42	Glass cleaner liquid	10 L	Colin or equivalent premium brand as approved by the Bank
43	Steel Scrubber	05 Nos	Gala / Scotchbrite / Spotzero
44	Hard green scrubber	30 Nos	Gala / Scotchbrite / Spotzero
45	C fold tissue paper refill(100 pieces)	42 packets	Premier/Origami or equivalent premium brand as approved by the Bank
46	Flies killer (400 mL Sprayer)	10 no	Hit/Baygon/Mortein

47	Foam polish bottle for Stainless surface-750ml	02 nos	Premium brand as approved by the Bank
48	Miscellaneous Cost: Maintenance & mobilization cost of equipment & machineries, Personal Protective Equipment etc.	01 LS	

The mentioned list is not exhaustive, and the vendor shall provide any other consumable/gadget as and when required by the Bank. Prior approval from the Bank shall be obtained for Brand / Quality and their specifications of above items before buying/placing order. It is advisable to consider high quality makes for the aforesaid consumable items.

Note:

- Before supplying the annual / monthly consumables, please obtain prior approval from Branch Manager for name of the brand, required quantity, specifications, etc.
- Quantity mentioned herein above are approximate and may vary on either side considering the site requirements. However, if additional consumables are required, the contractor has to obtain prior approval from the Branch Manager. The rate of such additional material shall be as per the quoted tender rates. Contractor will be paid for the actual qty consumables supplied at the quoted rates.
- The consumables specified for whole month has to be supplied at the beginning of month and got verified by the officials of SBI.
- In case, if the Bank observes that the cleaning material used is of inferior quality and/or insufficient quantity, penalty of one month's cost of consumables shall be levied on the contractor apart from taking punitive action as per tender terms & conditions.

Table-IV: Machineries / Equipment required:

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

S.N.	Equipment	Usage	Remarks
1	Heavy duty Wet and Dry vacuum cleaner.	Drying of wet surfaces, suction of spillages	The equipment stated in these columns will have to be provided at the site by the Contractor as & when required/mandated by the competent authority.
2	Carpet and Fabric Cleaner	For cleaning carpet	
3	Wringer / Mopping Trolley	Mopping of floors	
4	Scrubbing Machine 3 in 1	Scrubbing/polishing of floors	
5	Hand scrubber	Scrubbing of inaccessible by Single Disc Scrubber (Staircases, Toilet and Bathroom Dado etc.)	
6	High pressure water jet spray machine	Pressure cleaning of pavements, toilets etc.	
7	Window applicator and squeegee	For window glass cleaning	
8	Telescopic pole	Removal of cobwebs, dust on ceiling or high-rise areas.	
9	Stain Remover	For removing stain on carpet, floor surfaces, curtains etc.	
10	All types of tools required for Plumbing, Gardening and Carpentry maintenance.	For routine maintenance.	
11	Aluminum ladder	For cleaning & regular maintenance.	

Note: Any other equipment apart from above, required to carryout the detailed facility management services shall be arranged by the agency at no extra cost.

Table-V: MANPOWER REQUIREMENT CRITERIA

Sr. No.	Particulars	Category of worker & Area Classification	Nos.	Manpower Category & requirements
01	Supervisor	Skilled Area-A	01	<u>Skilled Category</u> HSC passed or above with Minimum 5-year experience in facility management / housekeeping related services. Required to supervise the works of entire Campus.
02	Plumber cum pump operator	Skilled Area-A	01	<u>Skilled Category</u> Should have adequate experience in handling all types of plumbing issues of high-rise/multi storied buildings and should have basic knowledge of water pump operation & maintenance – Staggering to be planned during maintenance and monsoon period.
03	Housekeeping Personnel	Un-Skilled Area-A	14	<u>Un-skilled Category</u> Should have adequate experience in facility management & housekeeping services. (Staggering should be planned as and when required)
04	Office Helpers	Semi Skilled Area-A	13	<u>Semi-Skilled Category</u> Educational qualification of 10 th standard pass or above with adequate experience in facility management services.
05	Dispensary Helper	Skilled Area-A	01	<u>Skilled Category</u> Educational qualification of 10 th standard pass or above with adequate experience in facility management services.
06	Carpenter	Skilled Area-A	01	<u>Skilled Category</u> Should have adequate experience in carrying out all types of Carpentry works. To report on first and third Monday of the month (if Monday is a holiday, to report on next working day)

Notes:

- i. All the above-mentioned scope of works & quantities of Manpower and consumables are indicative and not exhaustive; Bank reserves the right to add/reduce any work/Manpower/Consumables/scope of work.
- ii. The Contractor has to provide Uniform (displaying contractor's name), Shoes, hand gloves, personal protective equipment, necessary tools, etc. to all their staff members.
- iii. Supervisors/Managers should visit the entire complex from time to time to ensure that each floors/toilet etc., remain clean and ready for use round the clock.
- iv. The above-mentioned manpower is based on a detailed survey carried out by experts in the industry who will audit all services & activities from time to time. Proactive & preventive maintenance program must be of international standards and the contractors may remodel the existing manpower from time to time without compromising on quality of service and zero interruption to the occupants.
- v. The services should be continuously available for all the six days of the week unless otherwise advised. Staggering of duty if any shall be planned accordingly without compromising weekly off to labourers as per statutory norms.
- vi. Area classification of the premises w.r.t. geographical location has been furnished in the Technical bid enclosed. However, bidders are advised to verify the same and discrepancies, if any, shall be brought to our notice before price bid submission for necessary amendment. Wrong classification/assumption shall not be entertained after tendering.

PART – C : INSTRUCTIONS TO PARTICIPATE IN e-TENDER

- Contact the support team of etender.sbi and register your firm details. Make sure possession of Valid digital signature with encryption/Type-III and e-mail id.
- Login to website: <https://etender.sbi>
- Log in with credentials
- Click on RFX Tender & Search RFX Tender(contact e-Procurement Technologies Limited for any help)
- Click on Dashboard
- Click on “I Agree” to confirm your participation.
- Click on Fill next to the each Bidding Form.
- After Filling all details along with Remarks, click on Save.
- To upload supporting documents click on Map Documents.
- After submitting filling all required details and Uploading all supporting documents verify entered details.
- After Verification to submit your bid click on “Final Submission”.
- The above steps are illustrative only, please contact M/s.e-Procurement Technologies Limited for further details and guidance. Contact details are given in NIT.

PART – D : INSTRUCTIONS TO THE TENDERERS

1. **Purpose & Payment terms:**

Comprehensive Annual Maintenance Contract for services such as housekeeping and cleaning as required in respective complex/ building.

- Escalation on account of increase in VDA / Minimum Wages during the contract period shall be revised in accordance with the revision as per Central Govt. Minimum Wages act. However, the administrative / service charges shall remain the same during the tenure of the contract.
- Employer contribution on account of ESI & EPF shall be reimbursed to the housekeeping agency on submission of valid proof of credit to the labourer's ESI & EPF accounts. The contractor shall be bound to submit original challans and other documents with regard to payment of ESIC/EPF/any other statutory dues /compliances/pay slip along with monthly bill to the SBI directly, failing which bill will not be entertained.
- The Administrative / Service charges quoted for the Manpower under each category shall include all other statutory deductions / payments, profit, lump sum charges towards Insurance as applicable to industry standards, personal protective equipment, tools required and other charges related to scope of work.
- The Administrative / Service charges quoted by the bidder necessarily has to be over and above Zero percent which shall include all derivatives of Zero up to 0.9999 and thereof. If the percentage quoted is less than the above, the tender shall summarily be rejected.
- The administrative / service charges and cost of consumables & gadgets during the tenure of the contract shall remain the same for 'TWO YEARS'. During this period no request for enhancement / escalation in rates shall be considered under any circumstances. While quoting rates, the tenderers are advised to consider all factors including any fluctuations in market rates.
- The rate should be quoted in Indian Currency only.
- The rate quoted by the tenderer shall remain firm and shall cover and include cost of all materials required for upkeep of the premises, tools & equipment deployed, maintenance of the machineries, contractors profit, transportation charges.
- Only GST shall be paid extra as applicable on actuals.

2. **Invitation:**

The bidders desirous of taking up the project for supply of above Services for SBI are invited to submit their technical and commercial proposal in response to this Tender. The criteria and the actual process of evaluation and subsequent selection of the successful bidder (L1) will be entirely at Bank's discretion. We seek proposal from empanelled Bidders who have the necessary experience, capability & expertise to provide Maintenance and Housekeeping services or mentioned against respective building complexes adhering to Bank's requirement outlined in this Tender.

This Tender document is not an offer by State Bank of India, but an invitation to receive responses from the Bidders. No contractual obligation whatsoever shall arise from the Tender process unless and until a formal contract is signed and executed by duly authorized official(s) of State Bank of India with the successful Bidder.

3. **Eligibility Criteria:**

Bid is open to only to Facility Management Agencies empanelled with State Bank of India, Chennai Circle.

4. **PREQUALIFICATION OF BID DOCUMENTS & TECHNICAL BID:**

The bidders are advised to mandatorily submit/upload the undermentioned requisite document in the e-tendering portal on or before the last date of tender submission-

- a) Hard copy of EMD DD as mentioned in NIT/valid MSME certificate for waiver of EMD for Micro and Small Enterprises
- b) Empanelment letter issued by SBI LHO Chennai
- c) Entire soft copy of technical bid duly signed, sealed and scanned to be uploaded in <https://etender.sbi> at relevant place. (In case of memory issue in e-tender site hard copy of technical bid should be submitted at office before last date and time)

Bids of Contractors not submitting any one or more documents mentioned above and elsewhere in this tender will be rejected.

5. **Disclaimer:**

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

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

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

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

The bidding document provides overview of the requirements, bidding procedures and contract terms. It includes Introduction, Instructions to Bidder, Terms & Conditions of Contract, Technical Bid and Financial Bid.

The Bidder is expected to examine all instructions, statements, terms and specifications in the bidding document. Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid. SBI has made considerable effort to ensure that accurate information is contained in this Tender and is supplied solely as guidelines for Bidders. Furthermore, during the Tender process, SBI is entitled to issue corrigendum to Tender (to be posted in Bank's website only) relevant to the Scope of Work. Nothing in this Tender or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in the Tender or any addenda.

6. **Clarifications & Amendments:**

If deemed necessary the SBI may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted. The bidder may be asked to give presentation for the purpose of clarification of the bid.

7. **Bid Integrity:**

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

8. Format and Signing of Bid

- i. The bidder should prepare submission as per Technical Bid, Price Bid and other requested information.
 - ii. All pages of the Bid document should be serially numbered and shall be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature. The bidder should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.
 - iii. Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) them in full.
 - iv. Bidders responding to this Tender shall submit letter of declaration in the given format on their letter head along with necessary EMD.
 - v. In the event of the target date for the receipt of bids being declared as holiday for the Bank, the bids will be received till the target time on the next working day. The bank may at its discretion extend the bid submission date. The modified target date & time will be notified on the web site of the Bank.
9. The Bidders requiring any clarification on the bidding documents should attend prebid meeting only as mentioned in NIT.
 10. At any time prior to the deadline for submission of bids, SBI may modify or alter the bidding document by issuing an amendment on Bank's website only.
 11. Any addendum/corrigendum as well as clarification thus issued shall be a part of the tender documents and it will be assumed that the information contained in the amendment would have been taken into account by the tenderer in its tender submission.
 12. Any clarification issued by SBI will be in the form of an addendum / corrigendum will be published in Bank website only. The amendment will be binding on all bidders. SBI, at its discretion may extend the deadline for submission of bids which shall be informed to all through e-mail.
 13. The Contractor shall ensure that they are fully conversant with the premises/ building/ complex in question as well as with the business activities thereat and its related manpower requirements for the work specified.
 14. The SBI shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the personnel with prior permission of the SBI, except under emergencies / unavoidable circumstances.
 15. The Contractor shall exercise adequate supervision to ensure proper performance of Services in accordance with the requirements.
 16. The Contractor shall issue identity cards/ identification documents to all its employees.
 17. The personnel of the Contractor shall not be the employees of the SBI and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract.
 18. The Contractor shall also provide at its own cost all benefits; statutory or otherwise to its employees and the SBI/SBI shall not have any liability whatsoever on this account.
 19. The details of the machineries proposed to deploy and other technical details can be furnished in the Technical bid.
 20. No costs incurred by the applicant in applying, in providing necessary clarifications or attending discussions, conferences or site visits will be reimbursed by the Bank.

21. The Technical Bid and the Price Bid will be opened as per the schedule given in NIT.
22. Tenderers sign & stamp in each and every page of the tender document before submitting tender.
23. The tenderers are advised to inspect the site and acquaint themselves with the actual working and prevailing site conditions before quoting the rates.
24. Please note that it is tenderers' responsibility to provide all items which may not be specifically mentioned in the scope of works but are necessary to complete the work and subject services to the satisfaction of the Bank.
25. The bank shall not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
26. No employee of SBI shall be engaged by the contractor during the course of carrying out the works.
27. If any tenderer withdraws his tender before the said period or make any modifications in the original terms and conditions of the tender, the SBI shall, without prejudice to any other right or remedy, be at liberty to cancel such tenders and forfeit full value of the EMD as aforesaid.
28. The contractor has to maintain an attendance register of the persons employed and the same will be inspected daily by the Bank's Officer-in-charge.
29. If any of the labour employed by the contractor is found to be under performing or any mobilization is found or found under the influence of alcohol or any abusive substance / indecent behaviour reported while on duty, such person/persons shall not be allowed to work at site anymore and the SBI reserves the rights to ask contractors for immediately removal such person(s) with suitable substitute immediately.
30. The contractor has to submit the Police verification details of all the people deployed by him at site before commencement of work. In case of any replacement during the pendency of the agreement, submission of police verification documents of such replaced staff is to be made available immediately.
31. The staff deployed at site should be physically fit to handle the works detailed in the scope. The full bio-data & ID proof of the staff deployed at site like their full address, educational qualification, age proof etc. shall be made available before commencement of work. The staffs have to be deployed in consultation with the user dept.
32. No alterations or additions are to be made by the Contractors to the tender document. Violation of this instruction will attract rejection of the tender at the discretion of the SBI.
33. Tender shall be quoted on the prescribed format only. The tenders quoted in any other format shall be summarily rejected and EMD of such tenderer shall be forfeited.
34. Quoted rates per unit being different from those prescribed in the tender shall render the bid disqualified without any claim/explanation.
35. All the parts of this tender documents i.e. Tender Notice, General rules and Instructions to tenderers, offer letter, General conditions of contract, Annexures etc. shall constitute part of the contract document.
36. The contractor shall follow such Act, rules and regulations of the Local government bodies, State/Central Government labour laws that are in force and that may be framed from time to time for completion of work. SBI shall not be responsible for any infringement of the various statutes in force by the contractor.
37. The contractor shall take, at his own cost the necessary license from statutory authorities in respect of this work. The expenses in completing the formalities in executing the agreement including expenses towards stamp paper, Registration charges, etc., if any, shall be borne by the contractor.

38. STATUTORY DEDUCTION towards TDS and any other statutory deductions as per the law prevalent will be made as per Rules.
39. The contractor shall be responsible to ensure making payment of "Prevailing Minimum Wages" as notified by Regional Labour Commissioner (Central) to their labourers/ employees directly in their Bank accounts and shall produce relevant documents to the SBI directly for verification every month along with their monthly bills failing which bills may not be paid.
40. No union formation is allowed.
41. The Contractor's supervisor shall be first line of contact for SBI/SBI, who shall report to the designated officers of SBI/SBI for all requirements. Mobile numbers of supervisors to be provided on receiving the work order.
42. The personnel who are appointed as Janitors shall be provided with all cleaning and safety material for cleaning purposes by the Contractor.
43. The estimated quantity of manpower mentioned in this tender is tentative and may subject to +/- 10% variation. The estimated quantity of machines mentioned in this tender is minimum indicative. It shall, however, be sole responsibility of the contractor to ensure deployment of additional required, if any, for execution of work and services to the utmost satisfaction of client/employer/owner i.e. SBI without any extra charge but within the accepted tender amount only.
44. In case, any demand is raised by the SBI/SBI for providing additional manpower for any extra work /activity other than those pertaining to the scope of work of the captioned project, the contractor shall make arrangements for the same and cost thereof shall be paid by the Bank on the basis of minimum wages payable to specific skill set of labour engaged.
45. All the chemicals, consumables required for the purpose of providing services should be of standard brands as specified in the tender, and as per the approval of the SBI. No sub-standard material shall be used. The chemicals used for the purpose of cleaning shall be eco-friendly and bio-degradable.
46. If a firm quotes 'Nil' charges/consideration, the bid shall be treated as unresponsive and will not be considered.
47. Tie Breaker
In case, the Lowest Tendered Amount of two or more contractors is same, such lowest contractors will again be asked to submit online Revised offers. But the revised offer shall, in no case, be higher than the initial offer. The process of online re-bidding amongst two or more contractors offering same rates shall continue till L1 bidder is discovered. In case, any of such contractors(quoted same tender amount during initial bidding or subsequent re bidding) refuses to submit revised offer, it shall be treated as 'withdrawal of tender' by the contractor before acceptance. The EMD of such contractors shall be forfeited.

PART – E : GENERAL CONDITIONS OF THE CONTRACT

DEFINITIONS:

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

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

‘Employer / Bank’ means State Bank of India having its Administrative office at 231, NSC Bose Road, Chennai-600001.

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

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

‘Site’ means State Bank of India, AO Chennai entire building located at 231, NSC Bose Road Chennai-1 where the works are to be carried out.

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

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

‘Works’ or ‘work’ means the work(s) described in the “Scope of Work” and/or to be executed in accordance with the contract and includes labour, materials, apparatus, equipment of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

‘Month’ means calendar month.

‘Week’ means seven consecutive days.

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

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

2. LANGUAGE:

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

3. INSPECTION OF SITE:

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

4. CONTRACTOR TO INFORM HIMSELF FULLY:

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

of the pre-bid meeting which may be conducted at our office as detailed in the NIT. Written enquires to be submitted one day prior to pre-bid meeting.

5. **WORK TO BE CARRIED OUT:**
The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants and equipment which may be required for carrying out the work satisfactorily.
6. **SUFFICIENCY OF TENDER:**
The Contractor shall have deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rate(s) and price(s) quoted in the Schedule of Quantity, which rate(s) and price(s) shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for carrying out the work.
7. **AWARD OF CONTRACT:**
 - (i) The SBI shall award the contract to the successful lowest tenderer whose tender has been determined to be substantially responsive and has been determined as successful evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
 - (ii) The SBI reserves the right to increase or decrease the quantum of service to be provided and also reserves the right to cancel or revise any or all the tenders or part of tenders without giving any reasons thereto with no cost to the SBI.
 - (iii) The SBI reserve their rights to split the scope of work to different agencies within its sole discretion.
 - (iv) If the scope of work under this tender cover more than one sites / offices / complexes / colonies / Apartments having separate Price Bids, the SBI may entrust the work to more than one bidder within its sole discretion and no claim compensation for the same shall be entertained.
 - (v) The successful bidder(s) shall be bound to execute separate agreement for each site. Also, the SBI reserve their rights to withdraw/cancel/delete any work of any site in part or whole any time during the currency of contract by giving one month's notice in writing without assigning any reasons therefor and the contractor shall have no right to make any representation for the same.
8. **SIGNING OF CONTRACT DOCUMENTS**
The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract with the respective establishment of SBI within 15 days from the receipt of intimation of acceptance of the tender by the SBI. However, the written acceptance of the tenders by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.
9. **WORK ORDER:**
Within the validity period of the tender, the Employer shall issue a work order by registered post / courier or otherwise handover personally to the contractor to enter into an agreement for carrying out the work as per the terms of the tender. The work order shall constitute a binding contract between the Employer and the Contractor.
10. **CONTRACT DOCUMENT:**
On receipt of work order from the Employer, the successful tenderer shall be bound to implement the contract and within 14 days thereof, he shall sign an agreement on a non-judicial stamp paper of appropriate value. The contractor shall be furnished, one certified copy of the contract documents as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.
11. **EARNEST MONEY DEPOSIT (EMD)**
 - No interest shall be paid on EMD.
 - The EMD of the unsuccessful tenderer shall be returned within 30 days without interest after the decision to award the work is taken.
 - All compensation or other sums of money payable by the contractor to the Employer under the terms of this contract may be deducted from the Earnest Money Deposit if the amount so permits or from any sums payable to the contractor and the contractor within ten days after such deductions shall make good the amount so deducted.

12. **FORFEITURE OF EMD:**

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

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

13. **SECURITY DEPOSIT:**

The successful contractor shall deposit a sum amounting to 5% of **awarded Annual contract value** as SECURITY DEPOSIT with the Bank for due fulfillment and performance of the contract. The Annual contract value includes cost of gadgets/Consumables, cost of Manpower, ESI, EPF etc.(i.e total cost to Bank per year excluding GST). 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 all deposit receipt will be kept in the custody of the Bank. The Security Deposit will be returned to the contractor after three months from the date of expiry of contract provided that there are no defects or loss or damage caused to the Bank and / or materials / articles / equipment's 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. EMD shall be returned after submission of prescribed Security Deposit.

14. The contractor's authorised representative shall be in attendance in the premises during all working hours for supervising the work. For any negligence of the service employed by the contractor or for any loss or damage caused or occasioned by himself, his agents or workmen in respect of the property of SBI, the contractor shall be personally responsible and shall make good the loss forthwith.
15. All activities of work done under this contract shall be entered in a register on a daily basis so that complete record of all the works performed is maintained and signed with date by both parties viz., persons authorized for and on behalf of SBI and the contractor each day on completion of work.
16. Without prejudice to any rights or remedies under this agreement if the contractor dies, the SBI authorities shall have the right to terminate this agreement without any liability whatsoever as regards execution of the work for the balance contract period after the death of the contractor.

17. **INSURANCE OF WORKS (mandatory in absence of ESIC coverage):**

- Before taking up the work, the Contractor shall, obtain and submit to SBI, a third-party insurance policy in original, issued by any Public-Sector Insurance Company.
- The Policy should be issued in the joint names of Employer and contractor with Employer's name appearing first. Minimum 5 employee/worker/persons should be covered under the insurance at a time for insured sum of Rs 5 lac each, for any type of accident / incidence.
- The contractor shall, from time to time, provide documentary evidence as regards payments of premia for all insurance Policies for keeping them valid till the completion of the work.
- Without prejudice to any of its obligations and responsibilities specified above, the Contractor shall, within 10 days from the date of work order, submit documentary evidence as required by the Employer in support of having obtain requisite insurance cover.
- No work shall be taken up by the Contractor at site unless the Insurance Policies as mentioned above are obtained.
- Also, no payment shall be made to the Contractor on expiry of insurance policies unless renewed by them and renewed policy is submitted with the SBI. Nothing extra shall be payable on this account.

18. **ASSIGNMENT, SUBLETTING AND CONTRACTOR'S SUPERINTENDENCE:**

The whole of work included in the contract shall be carried out by the contractor and he shall not directly entrust and engage or indirectly transfer assign or underlet the contract or any part or share

thereof or interest therein without the written consent of the Employer and no undertaking shall relieve the contractor from the responsibility of the contractor from active superintendence of the work. In case of breach, the SBI shall be at liberty to serve notice and rescind the contract along with forfeiting of the EMD (i.e. security deposit) and invoke the bank guarantee / performance guarantee if required.

19. PROTECTION OF WORKS AND PROPERTY:

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

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

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

20. CONTRACTOR TO SUPPLY TOOLS & PLANTS ETC.:

- Schedule of major equipment to be kept at site should be attached:
- The list of major equipments to be deployed by the contractor should be enclosed.
- The equipment to be kept on site should be non-intrusive/non-disruptive required to maintain utmost cleanliness of the premises.
- The contractor should ensure that the equipment provided on site are functioning at all times.

21. WAGES TO BE PAID:

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

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

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

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

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

The rate quoted shall be inclusive of all statutory components as mandated by Labour Law and the Employer shall not be responsible for any payment/non-payment towards the above components.

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

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

Please note that all the above components should be necessarily present in the pay structures to be adopted /paid to all the categories of staff. The contractor may like to add any other component as they may desire to the above list to have better staff.

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

22. **PROCUREMENT OF CLEANING AND OTHER MATERIALS:**

All the cleaning materials and consumables (as per list enclosed in the BOQ of the tender) required for the work shall be supplied by the Contractor within their quoted rates only. All the cleaning materials shall be of reputed make as approved by the SBI.

23. **UNIFORM:**

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

24. **PAYMENT OF BILLS BY THE BANK:**

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

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

- i. PF challan for the previous month.
 - ii. A separate sheet mentioning the names of the staff deputed at SBI Site,
 - iii. Wages/Salary amount credited in the Bank's account of individual,
 - iv. Amount of PF & ESI Deposited in their respective account. The statement should have the PF number of the staff and the agency shall fix its official seal and signature on the statement.
 - v. A separate covering letter undertaking that the PF amounts have been credited rightly as per the statement enclosed should also be submitted.
 - vi. ESIC challan for the previous month along with separate sheet mentioning the names of the staff deputed at SBI Site (name of site to be mentioned) and the amount credited against their account with the ESIC office.
 - vii. The statement should have the ESIC number of the staff and the agency shall fix its office seal and signature on the statement. A separate covering letter undertaking that the ESIC amounts have been credited rightly as per the statement enclosed should also be submitted. For staff who are out of the ESIC ambit, clear details of number of people covered under ESIC and Workmen compensation policy shall be indicated.
 - viii. The original wages register, signed by your employees deputed to SBI sites, in token of receipt of payment for the previous month, should be submitted for certification of SBI representative, as the principal Employer, every month.
 - ix. GST Paid Original Bills/Invoices in support of claims of all the material (including cleansing materials supplied to the residents, material used for Common areas as wells as Plumbing, Electrical and any other material supplied/used in the maintenance during the month) duly counter signed by the Officer-in-charge from SBI confirming the procurement and use of all such material at site.
25. Whenever under the contract any sum of money shall be recovered from, or payable by the contractor, the same shall be paid by the contractor on demand. The SBI may also deduct such amounts from any dues of the contractor, or from any sum which at any time there after becomes due to the contractor under his contract or under any other contract or from his security deposit, in respect of this work or in respect of any otherworks.
26. If State Bank of India engages workers to complete any part or whole of the work as per this contract for any period, due to failure of the contractor to engage adequate number of workers, in that event, contractor has to reimburse to SBI, the extra cost involved on this account.

27. **ADDITIONAL WORK:**

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

28. **COMPLIANCE WITH ALL STATUTORY REQUIREMENTS:**

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

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

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

29. **LOCAL LAWS, ACTS, REGULATIONS**

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

- Minimum Wages Act, 1948
- Payment of Wages Act 1936
- Workmen's Compensation Act 1923 (Amended), as applicable
- Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971
- Apprentice Act 1961
- Industrial Employment (Standing Order) Act 1946
- Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
- Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- Employees State Insurance Corporation Act
- Shop and Establishment Act, as applicable
- Any other Acts Central or States, that may be applicable or bye law or enactment relating thereto and rules framed there under from time to time.
- Factories Act,
- Employment of Children Act 1938,
- Employers Liability Act 1938,
- Industrial Disputes Act 1947

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

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

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

30. CONTRACT PERIOD:

- The work shall be awarded for an **initial period of one year** from the date of commencement of the work subject to its renewal for one similar term on expiry of the current contract period, within sole discretion of the Bank, on the same terms and conditions subject to satisfactory performance of the Contractor.
- The extension of contract is to the entire discretion of the Bank and cannot be claimed as right of the Contractor.
- If the contractor fails to perform any of its duties under this agreement and if the Employer is dissatisfied with the services of the contractor during the contract period or extended period of service, the Employer may terminate the services of the contractor, by issuing one month's notice in writing to winding up.

31. DISMISSAL OF WORKMEN:

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

32. TECHNICAL AUDIT / SCRUTINY:

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

33. RECORDS OF DAILY OPERATION:

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

34. INSPECTION BY EMPLOYER:

General

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

35. REPORTING AND RECORD KEEPING:

Management reporting and process reviews

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

Operating Meetings

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

Performance Review Meeting

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

Quality Assurance

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

36. FORCE MAJEURE:

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

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

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

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

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

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

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

37. ACCIDENTS:

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

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

38. LABOUR:

- i. The Contractor shall employ suitable labour to carry out the respective work to the satisfaction of the Bank who are well acquainted with local language.
- ii. The contractor shall furnish to the SBI at the intervals specified, a distribution of the number and description of labour employed in carrying out various works / activities.
- iii. The Contractor shall submit on every month to the SBI a statement showing in respect of the preceding month:
 - (a) The number of labourers employed by them on the work.
 - (b) Their working hours.
 - (c) The wages paid to them.
 - (d) The accidents occurred, if any, during the said month showing the circumstances under which they happened and the extent of damage and injury caused by them and

- (e) The number of female workers who have been allowed maternity benefits as provided in the maternity benefit Act, 1961 or Rules made there under and the amount paid to them.
- iv. The contractor shall apply and obtain license under the Contract Labour (R&A) Act 1970 and comply with the relevant provision of this Act, in respect of the labour employed by him for executing this contract. The contractor shall furnish necessary returns to the authority through Bank.
 - v. The minimum age of the labour employed shall not be below 18years.
 - vi. The contractor should take independent code numbers under EPF Act 1952 and ESI Act 1948 and shall cover his workmen under the employee's provident fund schemes and Employees State Insurance Act 1948 and show proof of payment of subscriptions/contributions to the concerned authorities.
 - vii. Both in respect of ESI/EPF the contractor shall obtain necessary declaration forms from his employees and obtain individual insurance and PF number and shall furnish to the Bank every month, necessary proofs for having made remittance of ESI and PF contributions in respect of all contract labourers engaged by him.
 - viii. As regards Employees State Insurance Act, the contractor shall submit photostat copies of the challans of remittance of the contributions (both the employee's contributions and his own contribution there on) to the ESI corporation in respect of the employees engaged in State Bank of India by him for this work for the relevant period before any payment is released by State Bank of India.
 - ix. As regards the Employees Provident Fund and Miscellaneous Provision Act 1952 and rules and regulations and schemes framed there under, he shall be liable to pay employees compensation under the Act in respect of all labour employed by him for the execution of the contract. For this purpose, he shall indicate the code number obtained by him from the Regional Provident Fund Commissioner and produce the Photostat copy of the challan receipt of monthly remittance.
 - x. He shall also furnish such returns as are due under the Act to be sent to the appropriate authorities through State Bank of India.
 - xi. The contractor is required to take Insurance for all the workers employed on the works towards payments for workmen compensation. The Insurance has to be taken within 15 days of the award of work and has to be provided at the signing of the agreement.
 - xii. The contractor shall be fully responsible for the consequences arising out of default and Bank may treat it as breach of Contract and reserves the right to terminate the Contract.
 - xiii. The contractor shall pay wages to his workmen at the rates as applicable under the Minimum Wages Act as per Central Government guidelines for unskilled and for semiskilled/equivalent categories.
 - xiv. The contractor shall disburse the wages through credit to their accounts and account statement should be enclosed along with the monthly bill.
 - xv. The duration of duty is eight hours per day per person. To keep the efficiency and alertness the overtime will be kept to the barest minimum.
 - xvi. The staff/workers employed by the contractor shall not find under the influence of alcohol or any abusive substance at any point of time. Further, the mobilization of the workers engaged shall be such that they maintain the dignity of the office at all time and any incident of mobilization or indecency is noticed at the work place bank shall have the right for asking replacement of such workers employed by the contractor.
39. **TERMINATION:**
- (a) SBI shall be at liberty to terminate the contract by issuing one month's notice to the contractor without assigning any reason whatsoever. Bank shall not pay any claim /compensation by Contractor for such termination of Contract.
 - (b) As regards unsatisfactory performance or non-compliance with any of the terms and conditions of the contract by the contractor or abandoning the work, the State Bank of India shall have the right to terminate the contract forthwith with one month's notice and rearrange the work through other agencies at Contractor's risk, cost and consequences and under such circumstances, the security deposit paid by the contractor shall stand forfeited, besides any other action deemed fit including de-paneling the contractor or debarring them in future tendering process.
40. **SAFETY CODE – RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT:**

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

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

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

The contractor shall adopt all fire safety measures.

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

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

41. INDEMNITY BOND:

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

42. SETTLEMENT OF DISPUTES AND ARBITRATION:

- **Resolution of dispute:** In the event of any question, dispute or differences in respect of contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract arises, the parties may mutually settle the dispute amicably.
- **Arbitration:** Any dispute and/or difference arising out of or relating to this contract including interpretation of its terms will be resolved through joint discussion of the authorized representatives of the parties. If the disputes are not resolved by discussions then the matter will be referred for adjudication to the arbitration of a single arbitrator to be appointed by mutual consent of the parties. The arbitration proceedings shall be conducted in Chennai and in English

language only and in accordance with the provisions of Arbitration & Conciliation Act 1996 or any statutory re-enactment thereof. The decision of the arbitrator shall be final and binding on the parties.

- **Applicable Laws:** The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made thereon from time to time.
- **Jurisdiction:** All the suits arising out of the contract shall be instituted in the court of competent jurisdiction situated in Chennai only and not elsewhere.
- **Saving clause:** No suits, prosecution or any legal proceedings shall lie against the **State Bank of India, Chennai** or any person for anything that is done in good faith or intended to be done in pursuance of tender.

43. FORECLOSURE OF CONTRACT IN FULL OR IN PART:

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

44. PROPOSED WORK METHODS, SUPPLIES AND PLAN:

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

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

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

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

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

45. PRICES:

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

46. INSOLVENCY:

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

- a. If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or
 - b. If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or manager.
 - c. If the contractor commits any breach of this contract not herein specifically provided for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the SBI and provided also that the contractor shall be liable to pay the SBI for any extra expenditure, it is thereby put to but shall not be entitled to any gain on repurchased.
47. CONFIDENTIALITY:
- Information relating to the examination, clarification, evaluation, and comparison of tenders, and recommendations for the award of a contract shall not be disclosed to tenderer or any other persons, not officially concerned with such process, until the notification of contract award is made.
 - Any effort by the tenderer to influence the SBI in the SBI's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Tenderer's bid.
48. CORRUPT OR FRAUDULENT PRACTICES:
- The SBI as well as Tenderer shall observe the highest standard of ethics during the procurement and execution of such contracts.
 - "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and.
 - "Fraudulent practice" means a misrepresentation or omission of facts in order to Influence a procurement process or the execution of a contract to the detriment of SBI and includes collusive practice among Tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the SBI of the benefits of free and open competition.
 - "Collusive practice" means a scheme or arrangement between two or more tenderers, with or without the knowledge of the SBI, designed to establish tender prices at artificial, non-competitive level; and.
 - "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of the contract.
 - The SBI will reject a tender for award if it determines that the tenderer recommended for award has directly or through an agent engaged in corrupt or fraudulent practices in competing for the contract in question.
 - The SBI will declare a firm or individual as ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.
49. PENALTIES /LIQUIDATED DAMAGES:
- The Contractor shall disburse salary to its deployed manpower as per Central Govt. minimum wages Act latest by 15th of every month, failing which penalty equivalent to one-day salary (Basic + DA) per delayed day shall be credited by the contractor into the account of the respective employees whose salary has been delayed, apart from his regular remuneration which the contractor is payable to him. Proof of the same shall be submitted to the SBI along with the bills of the next month. If such scenario continues for a period of 3 continuous months then the contract shall be liable to be terminated. Security Deposit / Performance Bank Guarantee shall be

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

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

50. **PRICE VARIATION CLAUSE:**

Price variation for Labour component: Escalation on account of increase in VDA during the contract period shall be revised in accordance with the revision in Central Govt. Minimum Wages act. However, renewal of contract is discretion of the SBI and the contractor shall have no right to claim for the same.

Price Variation on material component, pest control, housekeeping: No escalation of Material component & administrative/service charges shall be allowed during the contract period.

51. **VALIDITY OF CONTRACT:**

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

52. **ASSIGNMENT AND SUBLETTING:**

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

53. **SEXUAL HARASSMENT:**

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

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

- iv. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

54. **NON-DISCLOSURE:**

The Contractor shall not disclose directly or indirectly any information, materials and details of the State Bank of India's infrastructure / systems/ equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the State Bank of India (SBI). The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

ANNEXURE – A

FORMAT AGREEMENT BETWEEN BANK AND FACILITY MANAGEMENT AGENIES

THIS AGREEMENT made at _____ on this day of 20 ____ between STATE BANK OF INDIA, a body corporate constituted under the State Bank of India Act, 1955 having its Corporate Centre at Madam Cama Road, Mumbai – 400 021 and one of its Local Head Office / Zonal / Regional / Branch / other Offices at Chennai (hereinafter a referred to as “the Bank” which expression shall include wherever the context so permits its 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 SBI has invited offers for rendering Facility Management / Housekeeping / Maintenance services (Services) at the premises and the contractor is fully liable to offer its / his services for a consideration more fully described in the Tender Document (both Technical & Price bids) bearing Tender ID _____ dated ____ here in above referred to as ANNEXURE and forms part 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 by and between the parties thereto as follows.

1. The agreement shall come into force and be effective from _____ for a period of 1 (one) year and expires on _____ subject to the review of satisfactory performance as mentioned herein/above. However, the Bank at its discretion, reserves its right to terminate at 15 days notice to the Contractor without incurring any further liability therefore. The satisfactory performance shall also include making payment to the employees strictly as per the wages mandated by the Labour Commissioners periodically. 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 breach of any of the stipulated conditions or qualitative dimensions of the various services agreed upon the contractor under these presents.
2. 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 more specifically described hereunder.
3. 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 of SBI. The contractor has to take necessary approval of rates, make and model of various maintenance material / items from the SBI prior to its use in the work and Official payment thereon will be made after the same is duly certified by the Bank’s officials to the effect that the maintenance services have been provided satisfactorily, including use of material, if any, subject to statutory deductions.
4. The contractor shall be responsible for providing services on regular basis as per the scope of work and terms and conditions of the contract.
5. The charges payable by the Bank to the Contractor for rendering the services enumerated in the tender schedule shall be Rs. _____ per month (Rupees.....only) inclusive of all taxes but excluding GST. The details of

which are as detailed in Price Bid. Contractor shall submit Bank statement of account of previous month with respect of employees engaged for the said contract showing details of payment made in line with current minimum wages along with the bill for the succeeding month. Under no circumstances process to make payment for succeeding month shall be initiated without required statement of account. Failure to submit the statement shall be construed as breach of contract and shall lead to termination of contract overriding all provision of the agreement whatsoever. 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 the Schedule shall be the employees of the contractor and not of the Bank.

6. 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.
7. The Bank may provide (but not bound to do so) a few selected articles/equipment for use in the Bank's premises for the purpose. The contractor shall take care of the said articles / equipment 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/equipment shall be the sole responsibility of the contractor. The cost of replacement / repair and servicing of all the articles/equipment during the currency of these presents shall be borne exclusively by the contractor only.
8. 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 standard / quality satisfactory to the Bank causing nil damage to humans when come in contact 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 which shall be factored in the price bid.
9. 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.
10. 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 carpenter, Plumber and other Housekeeping personnel engaged by the Contractor.
11. 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/she 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.
12. 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.
13. 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.
14. The contractor shall provide proper uniform to all personnel and ensure their cleanliness and upkeep.

Separate uniforms need to be provided for different categories of staff viz. Technical, Supervisors, skilled/unskilled and others etc.

15. The contractor shall ensure excellent standard of housekeeping and maintenance and also ensure that the entire premises are kept hygienic and clean. Preventive pest control measures will also have to be done by the Contractor. The cleansing materials, equipment should be arranged by the Contractor.
16. The Contractor shall discharge his obligations under these presents most diligently, efficiently and honestly.
17. 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.
18. 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.
19. The successful contractor shall deposit a sum amounting to 5% of awarded Annual contract value 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 all deposit receipt will be kept in the custody of the Bank. The Security Deposit will be returned to the contractor after three months from the date of expiry of contract provided that there are no defects or loss or damage caused to the Bank and / or materials / articles / equipment's 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.
20. 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 withal 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.
21. 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.
22. 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.
23. The Contractor will submit the bills for the services rendered, only at the end of each month to the authorized officer of SBI directly and who will scrutinize the bills and if found in order, certify for payment along with the certificate to the extent that all the equipment 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 certification, subject to the condition that the contractor has cleared / paid all his dues, viz. Labour payments, taxes, levies etc as required to be paid / payable by him under any law for the time being in force.
24. The Bank further reserves right to delete or reduce any item or sanction of the bills before effecting payment in case any complaints regarding quality of services, inefficient service, non-adherence to agreed quality of materials or services have been received or noticed by the Bank without assigning

any reason whatsoever and no claim will be entertained in this regard.

25. 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 a sum of Rs. 15000/- per day for the entire number of such days and the Bank shall without prejudice to their rights and remedies including the termination of the contract, be entitled to deduct such damages from the money, if any, payable by them to the Contractor.
26. 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 or other matters arising out of or relating to this agreement or payment to be made in pursuance thereof shall be referred to SBI, whose decision shall be final, conclusive and binding on the contractor.
27. 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.
28. The contractor should possess, for the entire duration of these presents, all licenses and registrations as may be required under any law and shall be responsible to register himself and obtain a valid licence under Contract Labour (Regulation and Abolition) Act 1950 and rules including any amendments therein 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 ESI, 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.
29. The Contractor shall in terms of the provisions of the Contract Labour (Regulations & Abolition) Act, 1970 and the Rules framed under 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 presents. The Contractor shall be responsible for proper maintenance of all Registers, Records and Accounts so far these relate to the compliance of any and all statutory provisions / obligations.
30. 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 Authorized Representatives of the Bank and shall obtain due certification to that effect from the said Authorized 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.
31. Nothing contained in these presents is intended nor shall be construed to be a great, demise or assignment in law of the premises or the articles / equipment or any part thereof by the Bank to the Contractor and or its personnel and they shall vacate and handover the same in good working condition and order upon termination of these presents either by efflux of time or otherwise.
32. 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, Bank may at its discretion but without prejudice to its other rights and remedies terminate this contract and forfeit the Security Deposit.
33. 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.
34. If during the currency of the Contract, any Statute, Rules / Government notification prohibits employment of Contract Labour for the services envisaged under this Agreement or otherwise, the

contract shall come to an end forthwith and no compensation shall be payable to the Contractor or his workmen/employees.

35. Any indulgence, forbearance or waiver, granted or shown or made on the part of the Bank will not prejudice its rights under the contract.
36. The courts in Chennai City (Tamil Nadu State) alone shall have jurisdiction in respect of any matter touching these presents.

SPECIAL CONDITIONS OF CONTRACT:

The contractor shall:

- i. Ensure submission of police verification certificates for all the personnel deployed in the Bank's premises.
- ii. Ensure that he deploys trained and competent persons who are physically fit (i.e. between age 18 year to 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.
- iii. Be responsible and liable for payment of salaries, statutory minimum wages and other legal dues to the persons who are employed by him for the purpose of rendering the services required by the Bank / employer under the agreement.
- iv. The Contractor shall ensure timely payment of wages/salary to the persons employed by him directly in their Bank accounts or through account payee cheques and a certificate to the effect that the salaries/wages are being paid regularly shall be furnished to the Employer every month. Further, the Contractor shall furnish a certificate every month to the effect that all the obligations under the various Labour Laws and the Contract Labour (Regulation and Abolition) Act, 1970, are complied with, by him.
- v. Ensure that all persons employed by him, for the purpose of rendering the services required by the Bank under this agreement, are insured with Government of India recognized insurance companies, for which no extra payment will be made by the Bank. The contractor shall be solely responsible for any injury or damages to any persons, animals or any other things.
- vi. Ensure that his employees, while in the premises of the Bank or while carrying out their obligations under this agreement, observe the standards of cleanliness, decorum, safety, good behavior and general discipline laid down by the Bank or its authorized agents and the Bank/ employer shall be the sole judge as to whether or not the contractor and/ or his employees have observed the same.
- vii. Personally, and exclusively supervise the work of his employees so as to ensure that the services rendered under this agreement are carried out to the satisfaction of the Bank.
- viii. Ensure that no employees of the contractor will enter or remain on the Bank's premises beyond the specified time limits unless and absolutely necessary for fulfilling contractor's obligations.
- ix. Be liable for any damages/losses caused to the Bank by way of damages to the Bank's premises or any part thereof or to any fixtures or fittings thereof or any property of the Bank and therein by any act, omission, default or negligence of the contractor or his employees or agents.
- x. All the employees and agents should bear the identity card at all times, while they are working in the Bank's premises.
- xi. The Contractor agrees and undertakes that they will make it clear to all persons employed/engaged by them to perform the obligations under this agreement that they are employees of the Contractor and that they shall have no claim against the Employer and the Employer shall not be liable to pay wages, salary or any other type of compensation to execute the contract or provide any other statutory benefits under the Labour Law and/or any other legislation and the Contractor shall be solely responsible for providing all such amenities to their employees admissible under the relevant Law/Rules/Service conditions.
- xii. The Contractor shall obtain license, if any, required under the Tamilnadu State Government Law or Central Government Law as applicable in case of the services covered under this contract.
- xiii. Wherever warranted, as per the Scope of work, the Contractor shall provide skilled workmen staff having appropriate and valid licenses.
- xiv. All staff deployed by the contractor in the Banks' premises shall be provided with uniform bearing Company's badge and safety shoes / footwear etc., once in a year.

TERMINATION OF AGREEMENT:

- (a) Without prejudice to what is contained hereinabove, the SBI shall, at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice without assigning any reason(s) and without payment of any compensation, if:
 - (i) In the opinion of the SBI (which shall not be called in question by the contractor and shall be binding on the contractor), the contractor fails or refuses to implement this agreement to the Bank's satisfaction and/ or
 - (ii) The contractor commits a breach of any terms and conditions of this agreement and /or
 - (iii) for any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/or

- (iv) There is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of the bank to such variation.
- (b) In the event of termination of this agreement for any reason whatsoever, the contractor/ or persons employed by him or his/ her agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

STAMP DUTY:

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

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

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

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.

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.

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.

All payments by the Employer under this Contract will be made only at the respective offices/branches of Chennai circle.

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.

The said Conditions and Tender Document 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.

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 parties hereto have subscribed their respective hands hereto and on or

a duplicate here on the day, month and year hereinabove first mentioned.

Signed, Sealed and delivered by **(CONTRACTOR)**

M/s.

In the presence of

Witness No.1..... Witness No.2.....

Signed, Sealed and delivered by the **(EMPLOYER)**

State Bank of India

In the presence of

Witness No.1..... Witness No.2.....

ANNEXURE – B

DRAFT INDEMNITY BOND FORMAT

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

PROVIDING HOUSEKEEPING & FACILITY MANAGEMENT SERVICES AT SBI - ADMINISTARTIVE OFFICE BUILDING, CHENNAI NORTH

THIS DEED OF INDEMNITY BOND executed at Chennai on this ____day of ____month of year Two Thousand ____ By M/s _____ duly represented by proprietor / one of its partners Shri __, aged ____ years, son of Shri _____, residing at _____(hereinafter referred to as “the Contractor”)

In favour of State Bank of India, having its Corporate Office at Nariman Point, Mumbai and Local Head Office at 16, College Lane, Chennai – 600 006.

Whereas SBI has invited tenders from the empanelled contractors for providing Housekeeping, Cleaning & Maintenance Services.....

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

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

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

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

Signature of Contractor with seal



Annexure - C

BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD
(ONLY FOR MICRO AND SMALL ENTERPRISES)
(printed on Bidder's Letter head & to be uploaded online)

To
The Chief Manager (HR),
SBI - Administrative Office, Chennai North,
Human Resources Dept., 4th floor,
No. 231, NSC Bose Road,
Chennai – 600001

Madam / Dear Sir,

SUB: PROVIDING HOUSEKEEPING & FACILITY MANAGEMENT SERVICES AT
SBI - ADMINISTARTIVE OFFICE BUILDING, CHENNAI NORTH

I / We, the authorized signatory of M/s..... participating in the subject project do hereby declare that:

- (i) I/we understand that, as per the relevant clause of Tender/bid conditions, bids must be supported by **both Bid Security Declaration and valid MSME certificate** issued for the purpose of proposed works in lieu of Earnest Money Deposit.
- (ii) I/we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.
- (iii) In the event we withdraw / modify our bid during the period of validity and/or I/we fail to execute formal contract agreement within the given timeline and/or I/we fail to submit Security Deposit as specified within the given timeline and/or I/we commit any breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding / award of all future contract(s) of State Bank of India for a period as deemed appropriate by the competent authority.

Signature and Seal of Authorised Signatory of bidder

Name of Authorized Signatory

Company Name M/s.....

Annexure – D**LETTER OF DECLARATION**

(To be duly typed, signed with stamped by the Authorized Signatory on the Letter Head of the Bidder in Original & uploaded online)

THE CHIEF MANAGER (HR)

SBI - ADMINISTRATIVE OFFICE, CHENNAI NORTH,
HUMAN RESOURCES DEPT., 4TH FLOOR,
NO. 231, NSC BOSE ROAD, CHENNAI – 600001

**PROVIDING HOUSEKEEPING & FACILITY MANAGEMENT SERVICES AT SBI -
ADMINISTRATIVE OFFICE BUILDING, CHENNAI NORTH**

Dear Sir,

1. With reference to **Tender ID CHEAO1202314 dated 04.05.2023**, we accept all 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.
2. I/we agree that all employees/workers engaged in the Bank's premises for the captioned project shall be adequately provided with PEP viz. Face Masks, Gloves, Shoes etc. and monitored on daily basis for any symptoms of illness. In case found ill, the worker shall be treated properly for the illness and suitable replacement will be arranged at our own risk & cost till recovery time.
3. I/we agree to strictly comply with all the guidelines of Central/State Govt. issued in connection with Epidemic/Pandemic situations without affecting the routine facility management services.
4. I/We hereby offer to provide specified services in the said tender document on the requested manpower and consumable in accordance in all respect in line with the schedule of instructions, scope of work, list of consumables 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.
5. I/We hereby accept that, all the scope of works, quantities of Manpower and consumables are indicative and not exhaustive; SBI reserves the right to add/reduce Manpower/Consumables/scope of work during any stage of pre & post tendering.
6. Should this tender be accepted, I/we hereby agree to abide by and fulfill the terms and provisions of the said conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to SBI the amount mentioned in the said conditions.
7. I/we have submitted EMD for an amount of ₹ _____.
8. I/we hereby accept that, our tender/bid is liable to be rejected without assigning any reasons thereof under no circumstances, if the **quoted rate does not comply with statutory provisions** viz. extant minimum wages act, ESI, EPF, etc. and/or rates quoted for the consumable items specified in the tender are found to be low/unreasonable/unworkable when compared with market/wholesale rates of those items.
9. I/We understand that, if our tender/bid does not include minimum legal amount towards "Service charges" under 'Others' column and/or total amount quoted for Gadgets & Consumables is unworkable compared with Market/wholesale rate, our bid shall liable to be rejected without assigning any reason/notice thereof in this regard.
10. I/We understand that as per terms of this tender, the SBI may consider accepting our tender in part or whole or may entrust the work of housekeeping for proposed building. We, therefore, undertake that we shall not raise any claim / compensation in the eventuality of SBI deciding to drop any of the scope

of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us on our approved rates and within the stipulated time limit without any extra claim for price escalation as provided for in respective clause of Terms & Conditions of this tender.

11. I/We, hereby, also undertake to comply with extant Minimum wages as stipulated by Central Govt. during currency of the contract.
12. I/We hereby accept that, the validity of contract is for an initial period of 1 (One) year from the date of commencement of work with option for Bank to renewal for another year on same terms & conditions after expiry of initial period subject to satisfactory performance.
13. I/we assure you that, we have not altered/deleted/added anything in the whole tender document resulting change of meaning in the clause. In case, if we found guilty of such things, our EMD/Security deposit shall be forfeited and contract shall be cancelled without prior notice.
14. Further, we confirm that we are eligible to quote this tender. In case any information is found incorrect at any subsequent point of time, our tender may be annulled / rejected by SBI including taking any action against us as deemed fit.
15. 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**