

TENDER ID	RBO/Ops/2023-24/05
START DATE	30.05.2023; 00:00 HRS
LAST DATE	20.062023; 17:00 HRS



**INVITES TENDERS**

FOR

HOUSEKEEPING SERVICES FOR BRANCHES

OF STATE BANK OF INDIA, RBO - I, PANCHKULA

(CLUSTER – 4)

TENDER DOCUMENTS

**TENDERS SUBMITTED BY:**

NAME OF CONTRACTOR	
ADDRESS	
MOBILE	
E-MAIL	
GST NO	

## NOTICE INVITING TENDER

State Bank of India (SBI) Invites ONLINE Tenders in 2-Bids system (i.e. Technical Bid & Price Bid) from The Eligible **Empaneled Contractors of SBI** for HOUSE KEEPING SERVICES FOR BRANCHES OF STATE BANK OF INDIA, RBO - I, PANCHKULA, (CLUSTER - 4)

Details of tenders are as under: -

1	Name of work	HOUSE KEEPING SERVICES FOR BRANCHES OF STATE BANK OF INDIA, RBO - I, PANCHKULA, (CLUSTER - 4)
2.	Time allowed for completion	24 months from the date of commencement.
3	EMD value	Rs.50000/- Demand Draft in favour of Regional Office Panchkula, State Bank of India, payable at Chandigarh.
4.	Security Deposit	<p>The selected bidder would be required to submit a performance security in the form of BG in the name of SBI Regional Office-1, Panchkula for an amount equivalent to 5% of the annual value of the contract within 15 days from the issue of work order. The performance security will be valid for a period of 25 months or such other extended period as the Bank may decide for due performance of the obligations undertaken by the successful bidder. Fixed deposit with joint name with SBI, Regional Office Panchkula and the contractor from any State Bank of India Branch also acceptable.</p> <p>The Performance security is required to protect the interests of the Bank against the risk of non-performance of the successful bidder or breach of performance of the conditions of the contract which may warrant invoking of BG. Also, if any act of the Contractor results in imposition of Liquidated Damages, then the Bank reserves the right to invoke the Performance Bank Security. 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.</p>
6	Last date and time of submission of tender	<p>Technical bid OFFLINE: <b>-30.05.2023 TO 20.062023</b> up to 5:00 PM</p> <p>Price Bid (ONLINE): <b>30.05.2023 TO 20.062023</b> up to 5:00 PM &amp; will be notify by M/s e-Procurement Technologies Ltd.</p>

7.	Address at which the tenders are to be submitted	Technical BIDS Envelope are to be submitted on given address:  The Regional Manager  State Bank of India  Regional Office-1, Sector -5, Panchkula, Near HAFED Building, Pin-134109, (Haryana)
8.	Date and time of opening of tender (Technical Bids & Price Bids)	22.06.2023 at 11.00 AM
9.	Place of opening tenders	SBI, Regional Office-1, 4th floor, Panchkula, Sector 5, Panchkula
10.	Defects Liability Period	NA
11.	Validity of offer	<b>90 days</b> on the date of opening of tenders.
12.	Liquidated Damages	As per tender document
13.	Value of Interim certificate	Once in a month
14.	ONLINE TENDERING WILL BE CONDUCTED BY	M/s e-Procurement Technologies Ltd. B-704, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ahmedabad - 380 006. Gujarat State, India Phone: +91 79 61200 Auction Website: <a href="https://etender.sbi">https://etender.sbi</a> Call: +91 9904406300 +91 9510812960 +91 9265562821 +91 6354919566 e-mail: etender.support@sbi.co.in
For and behalf of State Bank of India		

## **MODE OF SUBMISSION OF TENDER: ONLINE - TENDER**

The tender shall be submitted ONLINE in two BIDS system i.e., Technical bid and Price bid in accordance with the procedure detailed herein below. Specified documents shall be sealed in envelopes of appropriate size each of which shall be sealed.

Submission of Tender:

1)	First bid i.e., Technical Bid shall contain covering letter, clarification (if any), technical and commercial terms, duly signed and EMD value are to be deposited at given address: Regional Office-1, Sector -5, Panchkula, Near HAFED Building, Pin-134109, (Haryana) latest by <b>20.062023</b> by 5 Pm. and <b>also to be submitted online</b>
2)	Second bid i.e., price bid shall contain Bill of Quantities to be submitted ONLINE by those vendors.

Opening of Tender:

1)	First bid i.e., Technical Bid containing the EMD, covering letter, terms and conditions, if any, will be opened first manually.
2)	After opening of offline technical bid and after evaluating the clarifications / conditions, if any, stipulated by the contractors, i.e., if the vendor are qualified, price bid will be opened ONLINE of those qualified vendors

### **IMPORTANT NOTE: -**

**1. Contractor shall submit offline Technical bid with signed copy of all the pages of technical bid.**

**2. In case more than one bidder is found at the Lowest quoted price in all 5 clusters (i.e. cluster I, II, III, IV, V) then L-1 shall be decided by lottery system and only one bidder will be selected in all 5 cluster i.e. 5 different bidders will be selected for cluster-1, 2 ,3,4 & 5.**

**3. ANY FIRM QUOTING LESS THAN MINIMUM WAGES WILL NOT BE CONSIDERED AND WILL BE DISQUALIFIED FROM TENDER.**

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

Yours faithfully,

Signature of the Tenderer

Regional Manager  
RBO-1, Panchkula

**DETAILS & REQUIREMENT OF STAFF IN BRANCHES OF RBO - I, PANCHKULA,**  
**(CLUSTER - 4)**

<b>Sr. No.</b>	<b>BRANCH CODE</b>	<b>BRANCH NAME AND ADDRESS</b>	<b>MANPOWER REQUIRED</b>	<b>AREA Category BRANCH</b>
<b>1</b>	<b>51244</b>	<b>HSEB SECTOR 6, PANCHKULA</b>	<b>1</b>	<b>B</b>
<b>2</b>	<b>50708</b>	<b>HNI SECTOR 6 PANCHKULA</b>	<b>1</b>	<b>B</b>
<b>3</b>	<b>63773</b>	<b>SECTOR 10, PANCHKULA</b>	<b>3</b>	<b>B</b>
<b>4</b>	<b>4172</b>	<b>SECTOR 14, PANCHKULA</b>	<b>2</b>	<b>B</b>
<b>5</b>	<b>31852</b>	<b>SECTOR 11, PANCHKULA</b>	<b>1</b>	<b>B</b>
<b>6</b>	<b>50387</b>	<b>SECTOR 8, PANCHKULA</b>	<b>3</b>	<b>B</b>
<b>TOTAL MANPOWER</b>			<b>11</b>	

SIGNATURE OF CONTRACTOR

## **NOTICE FOR INVITATION OF TENDERS FOR**

### **HOUSE KEEPING SERVICES FOR BRANCHES OF STATE BANK OF INDIA, RBO - I, PANCHKULA, (CLUSTER - 4)**

The specification of the work for which the Tenders are invited is as per Schedule II (Price proposal).

2. ONLINE Tender documents duly completed in all respects shall be submitted to Regional Office-1, Sector -5, Panchkula, Near HAFED Building, Pin-134109, (Haryana) on or before **20.062023 up to 5:00 P.M.**

No consideration will be given to a Tender received after the date and time specified above and such Tenders are deemed to be rejected.

The Tender Documents are not transferable.

Incomplete Tenders and not conforming to the requirements of the invitation for tenders are liable to be rejected. Tenders submitted by a firm shall be signed separately by each member thereof and in the absence of any partner, shall be signed by the Power of Attorney holder. Tender by a company shall be executed by person/s duly authorized under the resolution of the Board of Directors of the Company.

3. The EMD submitted in envelope and duly super scribed as Tender for HOUSE KEEPING SERVICES FOR BRANCHES OF STATE BANK OF INDIA, RBO - I, PANCHKULA, (CLUSTER - 4)

4. Technical bid will be opened offline on **22.06.2023** at **11 A.M.** as notified by the Competent Authority.

5. The Price bid of those qualified bidders who's successfully submitted EMD and Technical bid is found in order will be opened ONLINE by the Competent Authority on 20.062023 at 3 pm or any date decided by the competent authority. The authorized representatives should bring necessary authority letter under an official letter head of the bidders conferring full and comprehensive authority to deal with all matters relating to the tenders.

6. The contract for services would be for a period of **Twenty four Months from the date of acceptance** subject to renewal for a further period of one year on the same terms and conditions at the sole discretion of the Bank and upon renewal of License by the Contractor on or before expiry of the License granted by the Appropriate Authority under the Contract Labour (Regulation & Abolition) Act, 1970. However, the contract will not be renewed beyond 3 years.

7. The Courts in Panchkula/Chandigarh city shall have the jurisdiction in respect of any or all matters relating to or connected with the Tender.

8. The Bank does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all the tenders received without assigning any reason.

09. Final award of the contract for Housekeeping and maintenance services will be subject to the approval of the Competent Authority in the Bank.

10. The specification, duration of the work and the Terms & Conditions under which the contract is required to be performed and also the rights and obligations of the person/s whose tender is accepted shall be under an Agreement to be executed in the form, enclosed and the person submitting the Tender shall have read the same and is always deemed to

have read and understood the same before submitting his tender.

11. The firm will provide minimum 11 persons for Housekeeping Services at Branches under RBO-1 (Cluster-I), Panchkula throughout the day on all working days of and ensure to submit relevant documentary evidence monthly to the Regional Office, Panchkula for payment of minimum **wages for 25 days as per Central Govt rules** and ensure monthly deposit of outsourced staff ESI & PF" **ANY FIRM QUOTING LESS THAN MINIMUM WAGES WILL NOT BE CONSIDERED AND SHALL BE DISQUALIFIED FROM TENDER.**

**Regional Manager**

**RBO-1, PANCHKULA**

## **INSTRUCTIONS TO TENDERER**

### **1. Purpose:**

Annual Maintenance Contract for services such as HOUSEKEEPING SERVICES FOR BRANCHES OF STATE BANK OF INDIA, RBO - I, PANCHKULA, (CLUSTER - 4)

### **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 the eligible **Empanelled Contractors of SBI, Chandigarh Circle** to provide Maintenance and Housekeeping services adhering to Bank's requirement outlined in this Tender.

### **2. Disclaimer:**

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

This Tender is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. No contractual obligation whatsoever shall arise from the Tender process unless and until a formal contract is signed and executed by duly authorized official(s) of State Bank of India with the successful Bidder. The 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 Bank reserves the right to accept or reject any Bid/ offer received in part or in full, and to cancel the bidding process and reject all Bids at any time prior to contract of award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action. Bank reserves the right to reject any Bid on security and / or other considerations without assigning any reason.

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



## **5. Earnest Money Deposit (EMD)**

EMD to be submitted along with tender document, any bid not accompanied with the EMD shall be treated as non-responsive and is liable to be rejected. (Their Technical bid will not be opened without EMD)

No Exemption allowed against EMD.

### **The Security deposit may be forfeited:**

If a Bidder withdraws or amends its bid during the period of Bid validity specified herein: or

If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of contract; or

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

## **6. Performance Bank Guarantee (BG)**

The selected bidder would be required to submit a performance security in the form of STDR in the name of SBI Regional office, Panchkula for an amount equivalent to 5% of the annual value of the contract within 15 days from the issue of work order. The performance security will be valid for a period of 25 months or such other extended period as the Bank may decide for due performance of the obligations undertaken by the successful bidder.

The Performance security is required to protect the interests of the Bank against the risk of non-performance of the successful bidder or breach of performance of the conditions of the contract which may warrant invoking of BG . Also, if any act of the Contractor results in imposition of Liquidated Damages, then the Bank reserves the right to invoke the Performance Bank Security.

## **7. Bidding Document:**

**7.1 Cost of Bidding:** The Bidder shall bear all costs associated with the preparation and submission of its bid. Bank will not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### **7.2 Content of Bidding Document**

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

7.2.2 The Bidder is expected to examine all instructions, statements, terms and specifications in the bidding document. Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid. SBI has made considerable effort to ensure that accurate information is contained in this TENDER and is supplied solely as guidelines for Bidders. Furthermore, during the TENDER process, SBI is entitled to issue corrigendum to tender relevant to the Scope of Work. Nothing in this TENDER or

any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in the TENDER or any addenda.

### **7.3 Clarifications & Amendments:**

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

7.3.2 The Bidders requiring any clarification on the bidding documents should submit written queries on or before date as mentioned in the NIT.

7.3.3 At any time prior to the deadline for submission of bids, SBI may modify or alter the bidding document by issuing an amendment.

7.3.4 Any clarification issued by SBI will be in the form of an addendum / corrigendum and will be available in SBI's website – <http://sbi.co.in> under "SBI in the news" in "procurement news". 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 SBI's website- <http://sbi.co.in> (SBI in the news/procurement news).

### **8. Bidding Process:**

**8.1** The E-tender (two bid system) shall be submitted through OFFLINE & ONLINE (E-tendering) one containing PART-A (Technical Bid) and another Price Bid (PART-B) to be submitted ONLINE through TENDER. All details with the relevant information / documents / acceptance of all terms and conditions strictly as described in this tender document will have to be submitted. In the first stage, only TECHNICAL BID will be opened and evaluated. Technical Bid should be submitted physically at the office address mentioned in the NIT. Bidders satisfying eligibility criteria and agreeing to comply with all terms and conditions specified in this document will be evaluated for technical specifications. Only those who qualify in the Technical Bid shall be eligible to be considered for PART-B (Commercial Bid) opening online. The Commercial Bids of those who do not qualify in the Technical Bid will not be opened.

**8.2** The Bidder should be willing to participate in the tendering to be conducted by Bank's authorized service provider on behalf of the Bank. If required Bidders will be trained by Bank's authorized service provider for this purpose. Bidder should also be willing to abide by the business rules for tendering framed by the Bank/ Authorized service provider. The details of business rules, process and procedures will be provided to the bidders. .

### **9. Preparation and Submission of Bids:**

9.1 The bids prepared by the bidder and all correspondence and documents relating to bids exchanged by the bidder must to be written in English.

9.2 Bidder must provide specific and factual replies to specific questions asked in the TENDER.

9.3 The bids/advertisement should be uploaded directly on the [www.sbi.co.in](http://www.sbi.co.in) under procurement news

9.4 A letter on bidder's letterhead mentioning.

Bid Security Declaration, technical competence and experience of the bidder.

Certifying that the period of the validity of the bid is 90 days from the date of submission of bid.

Confirming that the bidder has quoted for all the items / services mentioned in the bid in their commercial bid.

Supporting documents in respect of Eligibility Criteria

i. Bidder's information on bidder's letter head.

Audited balance sheets and profit and loss account statement for last 3 years.

A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.

Response to all points of the Technical evaluation format.

9.5 Bidder should submit price bid of the bid document through ONLINE TENDERING

9.6 Bid prices:

The price quoted should inclusive of escalation on account of increase in tools cost during the contract period of initial one year and renewable at the same terms and contract period of another one year, including profit, lump sum payment towards the cost such as consumables, Insurance, personal protective equipment, tools required, mobile charges, all taxes, uniform, duties & statutory levies etc. The successful vendor has to submit system generated GST tax invoice incorporating Bank's GST in number and vendor GST no. Manual GST invoices will not be accepted. **"The cost of consumables cannot be zero (0), bidder should quote a reasonable price, the profit/Administrative / Service charges on Manpower should not be less than 3.85% and should not exceed 7% including transaction charges. If the percentage quoted is beyond the above slab the tender shall summarily be rejected.**

Any increase in minimum wages /VDA as per Central Govt. Act/ Rules, the same shall be reimbursed by Bank. Revealing of Prices:

The rates and/or prices in any form or for any reasons should not be disclosed in the technical or other parts of the bid except in the price bid and failure to do so would result disqualification and rejection of the bid.

9.7 Pre-Bid Meeting:

The Bank shall organise a pre-bid meeting on the date as mentioned in the NIT at the office address as mentioned in the NIT. All communications regarding points /

queries requiring clarifications shall be given in writing to the address as mentioned in NIT. The clarification on the queries shall be communicated to the bidders through the Bank's website [www.sbi.co.in](http://www.sbi.co.in) under procurement news.

#### 9.8 Validity of Bids:

Bid shall remain valid for 90 days from date of submission mentioned at Bid Details. A bid valid for shorter period is liable to be rejected. The bidder may require giving consent for the extension of the period of validity of the bid beyond initial 90 days, if so desired by the Bank in writing or by FAX/email. Refusal to grant such consent would result in rejection of bid without forfeiture of the EMD. However, any extension of validity of bids will not entitle the bidder to revise / modify the bid document.

#### 9.9 Bid Integrity:

Wilful 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.

#### 9.10 Format and Signing of Bid

9.10.1 The bidder should prepare submission as per minimum eligibility criteria, Technical Bid, Price Bid and other requested information.

9.10.2 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.

9.10.3 Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) them in full.

9.10.4 Bid should be typed and submitted on A4 size paper [font times new roman 12], spirally bound securely and in serial order. Bidders responding to this TENDER shall submit covering letter included with the bid and compliance certification statement required for submission of a proposal.

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.

#### 9.11 Bid Currency:

Prices shall be expressed in Indian Rupees only.

#### 9.12 Late Submission of bids:

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

9.13 Modification and Withdrawal of Bids:

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

**10. Opening and Evaluation of Bids:**

Opening of Technical Bid: All the Bids will be opened at the date, time & locations mentioned under the clause Bid Details. The technical bids will be open in the presence of representatives of the bidders who choose to attend.

Evaluation process

Preliminary examination:

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

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

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

PART-A Technical Evaluation:

Detailed technical evaluation will include, scrutiny of minimum eligibility criteria (Empanelled Contractors of SBI, Chandigarh Circle) and technical information submitted as per technical bid format and site visits.

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

PART-B Commercial Evaluation:

The online price bid of only those Bidders, who are qualified after technical evaluation, would be opened ONLINE. The commercial offer should consist of comprehensive Cost for the tendered work. Bidder must provide detailed cost breakdown, for each and every category mentioned in the commercial bid.

Note: The Bidders should ensure to follow the Minimum Wages

(Central Govt.) Labour Laws, ESIC, EPF, Insurance and all statutory obligations, etc. while quoting the price bid and final price in the tendering. The price quoted should be inclusive of escalation including increase in tools cost etc. during the contract period of initial one year and renewable at the same terms and contract period of another one year, including profit, lump sum payment towards the cost such as Insurance, personal protective equipment, tools required, mobile charges, all taxes, uniform, duties & statutory levies etc. The successful vendor has to submit system generated GST tax invoice incorporating Bank's GST number and vendor GST no. Manual GST invoices will not be accepted.

Minimum wages /VDA as per Central Govt. Act/ Rules shall be payable by the Contractor on time to the Contractual labour. Minimum wages /VDA and any increase in minimum wages /VDA as per Central Govt. Act/ Rules, shall be reimbursed by Bank.

Final Evaluation:

Price bid will be open online at Regional Office-1, SBI Sector-5 Panchkula

#### **11. Award & Signing of contract:**

SBI will notify successful bidder (L1) in writing by letter in duplicate or fax that its bid has been accepted. The Selected bidders has to return the duplicate copy of the bank within 7 working days duly accepted, Stamped and Signed by authorized signatory in token of acceptance. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter and contract should be submitted.

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

#### **12. Subcontracting**

As per scope of the TENDER, subcontracting is explicitly prohibited.

#### **13. Cancellation of Contract**

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

#### **14. Liquidated Damages**

If contract fails to perform services in the technical specifications and scope of work

with the requisite quality, minimum qualification of the manpower and within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent up to 5% of the monthly bill.

## **15. Statutory and other Regulations**

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

## **16. Arbitration**

In case of any dispute or difference arising out of or in connection with the successful bidder and the Bank the parties shall first endeavour to settle such disputes or differences amicably. If both the parties fail to reach such amicable settlement, all the disputes or differences shall be finally settled by arbitrator as provided herein.

In case of failure of such amicable settlement by the parties, either party may within 28 days of such a failure give a written notice to the other party requiring that all matters in dispute or difference be arbitrated upon. Such written notice shall specify the matters, which are in dispute, or differences, which require to be referred to the arbitrator. A single arbitrator should be appointed by both the parties jointly or in case of disagreement as regards appointment of a single arbitrator, both the parties shall appoint one arbitrator each and the two arbitrators so appointed shall appoint third Arbitrator. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and rules framed there under from time to time shall apply to such Arbitrations.

In the event of the Arbitrator or any one of the Arbitrators, as the case may be, denying, neglecting, refusing to act or resigning or being unable to act for any reason or the award being set aside by the Court for any reason, it shall be lawful for the parties to appoint another Arbitrator in the manner provided herein above.

The venue of arbitration shall be Panchkula/Chandigarh, India.

The Arbitrator or Arbitrators so appointed under this Schedule shall hold the arbitration proceedings.

The Arbitrator or Arbitrators as the case may be, shall give reasoned award in respect of each item of disputes, which shall be final and binding on both the parties.

In case during the arbitration proceedings, the parties mutually settle, compromise or compound their dispute or difference, the reference to arbitration and the appointment of the Arbitrator or Arbitrators, as the case may be, shall be deemed to have been revoked and the arbitration proceedings shall stand withdrawn or terminated with effect from the date on which the parties file a joint memorandum of settlement thereof with the Arbitrator or Arbitrators, as the case may be.

## **17. Governing Law**

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

#### 17.1 Inspection:

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

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

#### 17.2. Powers to Vary or Omit Work

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

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

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



of Bank shall prevail.

### 17.3 No Waiver of Bank Rights or Successful Bidder's Obligations

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

### **18. Deduction from Monthly Costs**

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

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

### **19. Period of Contract:**

The work shall be awarded for an initial period of Two years from the date of commencement of the work subject to its renewal maximum for one similar terms on expiry of the current contract period, within sole discretion of the Bank 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.

### **20. Commencement Period:**

The work has to be commenced immediately after award of the contract in favour of the successful bidder. If the Contractor delays the commencement of the work for more than 7 days after award of the contract or such exceeded time as may be intimated to the successful bidder. The Bank will be at liberty to cancel the award of contract without giving any notice. Failure to commence the contract within the above period will lead to barring from bidding for 1 year.

## **21. Manpower, Wages, etc.**

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

Minimum wages /VDA as per Central Govt. Act/ Rules shall be payable by the Contractor on time to the Contractual labour. Minimum wages /VDA and any increase in minimum wages /VDA as per Central Govt. Act/ Rules, shall be reimbursed by Bank. Bonus as per Bonus Act shall be reimbursed.

It is further clarified that if at a particular district/place, wages of State Govt. are higher, then the higher wages of State will be paid by the Contractor and same shall be reimbursed by Bank. Therefore, these shall be not loaded in the commercial Bid.

- The Contractor should obtain necessary labour license form statutory authorities for deploying manpower.
- All personnel provided by the Contractor will be on the payrolls of the Contractor / Company and there will be no Employee and Employer relationship between the personnel engaged by the Contractor and the Bank.
- That the Contractor will not sub-contract or permit any other person to perform any of the work or services agreed to without prior written permission from the Bank.
- The Contractor shall ensure the availability of a reliever for weekly off and a substitute is provided if a person is absent. The Contractor should arrange for replacing his workmen to give weekly off to his workmen as per the labour rules.
- Contractor's personnel or their family members shall not be allowed to stay / reside at site.
- The documents related to submission of EPF, ESIC, salary paid, etc, to the respective statutory bodies has to be submitted along with next month bill for scrutiny.
- The contractor shall abide by "The Prohibition of Employment as Manual Scavengers and their Rehabilitation Act-2013"

## **22. Safety, Security, etc.**

- That the Bank shall not be liable for any compensation in case of any fatal injury / death caused to any of the Contractor's employees while performing / discharging their duties/

visiting Bank's premises for inspection or otherwise. The contractor shall alone be fully responsible for safety and security & insurance or life insurance of their personnel who are engaged for maintenance work.

- In no case, safety norms shall be violated.
- The Contractor agrees that its personnel shall comply with security regulations in effect from time to time at Bank's premises. The Contractor alone shall be fully responsible for safety and security & insurance or life insurance of their personnel.
- The Contractor should issue valid Company identity cards to all their staff personnel who will be providing services under this contract.
- The Contractor shall provide and ensure that the personnel engaged by them wear proper uniform, protection gears like helmets, safety shoes, hand gloves, fully body safety belts, ladders, etc.
- The Contractor shall ensure to get the police verification for all the manpower deployed by them and the contractor should ensure that the manpower deputed should bear good character and conduct.
- The contractor shall be responsible for the good conduct and performance on the part of his personnel and the contractor shall be deemed, for all legal and contractual purposes, the employer of the said personnel engaged by him and such persons shall not have any claim for employment in the Bank in whatsoever and howsoever manner or in any connection therewith against Bank now or at a future date. The contractor will at the request of the authorized officer of the Bank / Establishment will remove from the work place any person engaged by him for the services, who may be unsuitable or incompetent or whose conduct is not trustworthy or who misbehaves and / or is not courteous, polite with the employees of the Bank or its customers. The contractor should undertake to thoroughly verify the antecedents, addresses, qualifications, character, family background and technical qualification etc. of its personnel.
- The Contractor shall ensure that necessary tools and equipment are always available for the purpose of attending repairs on emergency basis.
- All Contractor personnel will be subjected to physical checking while coming and leaving the premises. The contractor should maintain a register of its personnel who carry out the work and such register shall be kept open for inspection by the Bank as and when required.
- The contractor is required to maintain First Aid kits for use whenever it becomes necessary.

### **23. Payment Terms:**

- I. Payment of wages/EPF/ESI etc. to all the workers engaged by the contractor should be through an Account maintained with any Scheduled

Commercial Bank which should be witnessed by an officer of the Bank and evidences should be submitted to the Bank. The payment to be made before 07<sup>th</sup> of the month. All the bills to be submitted to the respective branches along **with Mode of payment by Contractor to its employees.**

- II. The contractor will make payments directly to the accounts of contracted labour for disbursing the salary of the labourers engaged at this office the purpose and charges, if any, for remitting the amounts to be borne by the contractor.
- III. The performance of the contractor shall be monitored by the committee based on the feedback on quarterly basis.

### **23. Termination of the Contract**

The Bank reserves the right to terminate the agreement in case of breach of any terms and conditions of this agreement by the Contractor, with one-month notice. The Bank also reserves its right, to claim damages for such breaches and the decision of the bank in this regard shall be final. Bank can terminate the agreement if the services provided by the Contractor are found to be unsatisfactory. Delivery of the services and performance of the services shall be made by the contractor in accordance with the time schedule and other terms and conditions as specified in the TENDER. Any delay in performing the obligation/ defect in performance by the contractor may result in imposition of liquidated damages, invocation of Performance Bank Guarantee and /or termination of contract.

### **24. Force Majeure**

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

### **25. Governing Language**

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

### **26. Signing of Agreement of Maintenance Contract**

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

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

of India.

- b. Necessary CAR policy for all employees who are engaged for maintenance works, for safety & security & third-party Insurance to be obtained by Contractor.

Sign with stamp of Contractor

SI no	SCOPE / DETAILS OF WORK TO BE DONE
01)	a)Mechanized cleaning, vacuum sweeping, spray / manual dusting, mopping, water / chemical cleaning of schedule premises, marble / vitrified tile flooring / granite flooring / ornamental & decorative wooden flooring including all floors and wooden furniture of high value, crystal glass doors / panes, modern electric gadgets, electric fixtures, windows, window panes, curtains and blinds, carpets, windscreens, polished metal surfaces including lobby areas, lounges, corridors, toilets, urinal bowls and wash basins etc. and exterior cleaning, polishing of glasses and metallic engravings, logos, sign names etc. required to keep the premises in the excellent condition, Garbage removal.
02)	Mechanized / chemical/shampoo cleaning of chairs @ 6 months interval

Sign with stamp of Contractor

## **SCHEDULE-I**

### **Terms & Conditions**

#### **HOUSEKEEPING SERVICES FOR BRANCHES OF STATE BANK OF INDIA, RBO - I, PANCHKULA (CLUSTER – 4).**

The selected contractor will have to do the work related to the upkeep and maintenance of the said Buildings for services of sweeping, mopping, dusting, cleaning and other maintenance services described in the price bid and in detailed terms & conditions for Electrical, landscaping, horticulture & Sanitary & Plumbing, Masonry, carpentry and welding work, pests control services etc, which are specifically mentioned hereinafter and more particularly stated in the annexure hereto.

The Contractor will have to do the aforesaid work services at the total consideration as quoted in tender per annum payable in monthly equal installments on completion of work every month and on production of monthly bills.

**1. The site of work: HOUSEKEEPING SERVICES FOR BRANCHES OF STATE BANK OF INDIA, RBO - I, PANCHKULA (CLUSTER – 4).**

**2. Contract period:** The contract shall be for a period of **Two years** w.e.f. the date of award of work. The bank shall have full discretion to terminate the contract at any time subject to notice of one month. Besides, if the job entrusted under the contract is declared illegal or prohibited at a later date by operation of law and in that situation the contract will come to an end forthwith. In no circumstances, compensation shall be payable by the Bank to the Contractor, and the contract labourers employed by the Contractor shall not have any right to get employed or absorbed in the Bank.

**3. The area of Services:** Entire complex, all the floors, ceiling roofs, removal of garbage, disposal of garbage and walls of the above mentioned buildings including the open premises of parking, gardens, basements including compound walls, terraces, drainage of clogged drains/sewer lines, stairs cases..

**4. Nature of Services:** The Contractor shall arrange for performance upkeep including sweeping, washing, cleaning, dusting, mopping etc. of furniture and fixture, windows, windows glasses, doors, carpets, windscreens, polishing of metal surfaces including removing and disposal of garbage. The contractor shall ensure that even those areas of premises shall be well maintained and cleaned, which are not in the immediate use and/or is vacant. The contractor shall ensure cleaning of toilets and streetlight etc.

The Contractor shall arrange for upkeep of entire buildings/Branch including furniture and fixtures, air conditioners at the frequency/interval as are specified in the Annexure-1 to these terms & conditions.

The Contractor shall ensure a very high standard of housekeeping, cleanliness and maintenance of the entire buildings/premises at all times with due regard to hygiene. Disposal of all garbage/wastes shall be the responsibility of the Contractor to arrange.

The Contractor shall ensure top class upkeep and maintenance, services of aforesaid buildings and the premises by employing sufficient number of skilled/unskilled contract labourers. The hours of work of each contract labourer shall be fixed by the contractor at its sole discretion. The said work shall include maintenance, externally and internally of the Building from basement to all floors including roof, parking spaces, terraces and all

around the premises including roads drainage and gardens and lawn area.

The contractor will be responsible to attend to the complaints/ requirements within the purview of the contract and such complaints and requirements will be attended to by the contractor immediately.

The Contractor shall arrange cleaning of toilets including W.C. urinals, washbasins with first grade phenyl and detergents on ongoing basis and costs for such cleansing materials shall be borne by the contractor.

The Contractor shall also arrange polishing of planters, gamlas, shining of brass plates, Brass lion(two) in front of the main Gate and other name plates also ornamental articles.

The Contractor shall arrange for pest control of flies, mosquitoes including spraying with Finit/Baygon spray in the entire complex building, residence etc. to be carried out at regular intervals **at quarterly basis** or as required and costs shall be borne **by the contractor.**

5. The Contractor shall engage trained contract labour for housekeeping, maintenance and specialized works. The Contractor shall ensure that its contract labourers, observe cleanliness and wear neat and clean uniforms with plastic name badges for identification of them and that they are courteous, polite and prompt while rendering efficient service in their respective areas. The contractor shall have full control over its contract labourers engaged by it. The contractor shall give necessary guidance and instructions to its contract labourer to carry out the jobs assigned to them by the Contractor. The contractor shall also be responsible for payment of their wages and/or other dues to its contract labour including compliance of hours of work and condition of employment in consonance of its applicable laws and rules. All liabilities arising out of violation of local laws and/or Central laws shall be the contractor's responsibility. The contractor on request of the **Regional Manager/Chief Manager (Ops)** will immediately remove from the work any contract labour who may in the opinion of the Bank found to be unsuitable in the interest of the Bank or who may misconduct himself and such personnel shall not be again engaged or allowed to work in the campus/premises.

6. The Contractor shall be responsible to register himself and obtain a valid license under the contract labour (Regulation and Abolition) Act 1970 and rules there under and the contractor must comply with and carry out all the provisions and obligations under the said Act and Rules there under, including renewal of license and furnish all information to the Bank as may be required by Act/Rules and the Contractor shall indemnify the Bank against the penalties/claims or for any default on their part.

7. It will be Contractor's responsibility to ensure that each obligation under this contract is duly performed and observed. The Contractor shall also designate **one supervisor**, or such number of supervisors as required for proper supervision of the services to be rendered by the contractor and/or through its contract labour.

8. The Contractor shall carry out improvements as may be needed for ensuring satisfactory service and shall take due notice of complaints made by the employees or the Chief Manager the Contractor shall submit the complaint register to the Chief Manager (C&O) on first working day of every week for further putting up to the competent authority.

9. The contractor shall be responsible for any loss due to theft/pilferage/ damage to the Bank's property under the contractor's area of service of the fittings, fixtures, furniture or other equipment's entrusted in his charge or any property belonging to the Bank's staff/guest/customers when such a loss/damage is, in the Bank's opinion, caused due to negligence or carelessness or any fault on Contractor's part or that of his supervisor or any of contractor's labourers and the contractor shall be liable to pay to the Bank such amount in respect of such damages/losses as may be assessed by the **Regional Manager/ Chief Manager (Ops), (Any other officer authorized in this regard).** Further the contractor shall be



personally responsible for good conduct and satisfactory antecedent of the contract labour employed by contractor.

**10. The contractor shall comply with prohibition of employment as manual scavengers and their Rehabilitation Act 2013.**

11. The Bank will not be responsible financially or otherwise for any injury/death caused to any staff of contractor while executing the work under the agreement.

12. The Contractor shall not permit any of his employees to use any area of the premises/building for residential/any other purposes.

13. All material and equipments required for day to day housekeeping will be provided by the Contractor in sufficient quantity and these shall be of best quality as approved by the Bank. All expenses for cleansing materials shall be borne by the contractor.

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

The Contractor shall accept and bear full and exclusive liability for the payments of any or all taxes etc. now in force or hereafter imposed, increased and revised from time to time by the Central or State Government or by any other authority with respect to or covered by wages, salaries, or other compensations paid or payable to persons engaged by the Contractor.

**The Contractor shall fully comply with all the applicable laws, rules and regulations relating to contract labour (Regulation of abolition) Act 1970 and contract labour (R&A) central rule 1971 P.F. Act including the payment of P.F. contribution, Payment of Bonus Act, Minimum Wages Act, Workmen's Compensation Act, ESI, Contract Labour (R&A) Act, Essential Commodities Act, Migrant Labour Act and/or such other Act or laws or regulations passed by the Central, State, Municipal and Local Government agency or authority including TDS as per I.T. Act, applicable from time to time. The contractor shall deposit a certificate every month along with the bill having paid all wages, ESI and EPF contribution in the department.**

The Contractor shall be responsible for proper maintenance of all Registers, Records and Accounts so far as these relate to the compliance of any statutory provisions/obligations. The contractor shall be responsible for maintaining record pertaining to payment of wages Act and also for depositing the P.F. contributions, if required, with authorities concerned.

The Contractor shall bind himself/executor or administrator and shall indemnify and hold harmless the Bank in respect of this contract, including all claims, damages proceedings, costs, charges and/or any expenses whatsoever which may be imposed, enforced or brought against the Bank or any of its directors, officers or employees for reasons of or consequent upon any breach or default on the part of the contractor in respect of violation of any of the provisions of Laws/Acts/Rules or regulations having the force of law or any award or decision by any competent tribunal, court or authority in respect of the workmen or any one, employed/engaged by the contractor in connection with this contract. Such indemnity bond has to be furnished/executed on a non-judicial stamp paper worth the applicable stamp duty affixed thereon. The cost of such stamp paper, demi paper etc. shall be borne by the Contractor.

The Contractor shall be responsible for all the claims for its contract labours and the said labourers of the Contractor shall not make any claims whatsoever against the Bank. The Contractor's workmen will not have any right whatsoever to get absorbed in the Bank.

The Contractor shall engage fully trained and adequately experienced workmen, who are

medically fit. They should be free from all infectious diseases.

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

15. The contract shall be terminated by efflux of time limited under this or earlier by one month notice by the Bank.

16. 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 reasons whatsoever, he shall pay by way of liquidated damages up to a sum of Rs.1000/- per day for the entire number of such days and the Bank shall without prejudice to their other rights and remedies, shall be entitled to deduct, such damages from the money, if any, payable to the contractor besides its right to recover otherwise.

17. All questions relating to the performance of the obligations under this contract and all the disputes and differences, which may arise either during or after the contract period or other matter arising out of or relating to this contract or payment to be made in pursuance thereof, shall be referred to the Regional Manager, State Bank of India, RBO-I, Panchkula, whose decision shall be final, conclusive and binding on the parties to this agreement.

18. The contractor shall have to execute an agreement as per the enclosed format within seven days from the date he has been advised to do so, failing which his tender will be rejected and EMD will be forfeited. The contractor shall bear all the costs and expenses in respect of all charges, stamp duties etc. of this agreement. All the terms & conditions will also form a part of the agreement.

19. The selected bidder would be required to submit a performance security in the form of STDR in the name of SBI Regional Office-1, Panchkula for an amount equivalent to 5% of the annual value of the contract within 15 days from the issue of work order. The performance security will be valid for a period of 25 months or such other extended period as the Bank may decide for due performance of the obligations undertaken by the successful bidder. The Performance security is required to protect the interests of the Bank against the risk of non-performance of the successful bidder or breach of performance of the conditions of the contract which may warrant invoking of STDR. Also, if any act of the Contractor results in imposition of Liquidated Damages, then the Bank reserves the right to invoke the Performance Bank Security. **The Security Deposit will be refunded on termination of the contract after adjusting the dues payable by the Contractor to the Bank without any interest.**

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

21. The Contractor shall be paid at monthly intervals upon presenting his bill(s) for the previous months of contract work.

22. The tender will remain open for acceptance for 90 days from the date of opening of this tender.

23. All type of taxes applicable now or made applicable in future for the materials, equipment's will have to be borne by the contractor and bank shall not make any extra payment. **However, the GST will be paid extra.**

24. The contractor will take out adequate Insurance Cover at his cost.

25. The firm should submit the bill at the end of each month and payment will be released within 7 days from the receipt of the bill.

26. Any damage to the property by natural calamities will be borne by the Bank.

27. During lock-outs and strikes, the contractor will have to carry out the activity as usual

and if for any reason it is not possible to carry out the job due to the reasons attributable to the Bank, the Bank will not deduct any payment.

**28. The tenderer, whose tender is accepted, shall provide to the Bank a list of works which are required to be replaced / carried out within first week from the allotment of work or taking over whichever is later.**

29. The contractor should periodically submit a certificate to the principal employer stating that he is fulfilling all his obligations towards his staff/employees in terms of their welfare and providing good working environment.

30. The benefits like contribution to provident fund, medical facility, safety equipment's, uniforms, gratuity should be compulsorily provided by the contractor to the contractual workers.

31. The payment of wages to the Safai Karamcharis should be strictly made by Account Transfer/Cheques/ECS only.

32. The representative of Safai Karamcharis should also be made a party in the contract/agreement to be executed by Principal Employer and Contractor so that they are also aware of the contents of the agreement.

33. The firm will provide minimum one person for housekeeping at each branch respectively throughout the day on all working days of and ensure to submit relevant documentary evidence monthly to Branch Manager of payment of minimum wages as per Central Govt rules and ensure monthly deposit of staff ESI & PF" ANY FIRM QUOTING LESS THAN MINIMUM WAGES WILL NOT BE CONSIDERED AND WILL BE DISQUALIFIED FROM TENDER.

#### **HEALTH & MEDICAL FACILITIES:**

Safai Karamcharis engaged for cleaning the sewer system/manhole should be provided with gloves, face masks and other advanced equipment's.

Free Health Checkups for Safai Karamcharis may be organised on periodical intervals by the contractor.

ESI facility/Free Health Insurance Cover should be provided to all the Safai Karamcharis employed.

#### **SIGNATURE OF CONTRACTOR**

## Schedule-II

### Periodicity of House Keeping Services:

(a)	Sweeping & mopping all areas of the branch /ATM /E-LOBBY at all floors	Once a day
	Lobbies & corridors	Sweeping & mopping twice a day
	Staircase	Mopping once a day
	Open terraces, roof, road/basement	Sweeping once a week Sweeping once a day
(b)	Dusting of furniture/wall paneling	Once a day
(c)	Vacuum cleaning of carpets/curtains/ Venetian blinds/sofa sets/chair cushions/seats etc.	Once a week
(d)	Cleaning of toilets	Twice a day
(e)	Cleaning of buckets/mugs with vim/detergent	Once a week
(f)	Cleaning of toilet walls skirting/tiles of walls	Once a week
(g)	Cleaning of window panes/doors panes/ wall paneling	Minimum once a week and as & when required
(h)	Cleaning of fans/switch boards/wall/tube lights/wall hanging	Once a month
(i)	Cleaning of planters	Once in a day
(j)	Cleaning of inside sewerage	Once in a day
(k)	Cleaning of dustbin and disposal of garbage	Once a day
(l)	Pest control and anti termite treatment	Once in 2 Months and on advise of the occupants
(m)	Supply of water and management of the pump and water tanks etc.	Daily
(n)	Cleaning of the underground and overhead tanks	Twice a month

## **NOTE**

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

The contractor to provide quality naphthalene balls, Odonil, phenyl, All-out, toilet soap and vim/detergents. The quality and quantity shall be approved/ determined by the bank.

In case it is observed that the cleaning material used is of inferior quality or insufficient quantity is used, the bank will reserve the right to purchase the same itself and deduct the cost thereof from the monthly bill payable to the contractor.

The contractors have to maintain all registers and records/log books for conformity in regard to periodicity of each activity of work and shall produce the same with their bills in the first week of every month or as and when required for verification at the Regional Office-1, Panchkula.

**SIGNATURE OF CONTRACTOR**

## **ANNUAL MAINTENANCE CONTRACT**

### **LANDSCAPING & HORTICULTURE SERVICES: -**

#### **MAINTENANCE OF LAWNS, TREES, SHRUBS, POTS ETC.**

The contractor will provide/maintain/rotate plants at each floor/open area in and around the building (including area outside the boundary wall on the front, back all the four sides). He will also maintain lawns, trees shrubs etc.

He will provide/place/replace additional plants in various rooms/halls/lawns etc.

He will establish and maintain a green house in the back yard of the building for proper rotation maintaining and developing of new foliage plants. The required number of plants will be provided by the Bank in the initial stage and the contractor will replace the old/dry plants with new plants at his cost as and when the need arises including and around the boundary, thus maintains the same strength of plants at all times.

He will regularly treat/spray the plants, trees, shrubs etc. with pesticides/other chemicals.

He will regularly undertake trimming/pruning of plants, trees, shrubs and cutting of grass in lawns.

He will undertake painting of flowerpots at monthly intervals or as and when required, however material will be supplied by the bank.

All inputs like Farm Yard Manure, sweet earth; insecticides/pesticides etc. will be supplied by the bank.

He will provide regular consultancy services to the department for the said contract.

The firm will be responsible for the good conduct and the safety of their workers engaged for the operation/maintenance and bank shall not be liable for any claim an account of any mishap.

The scope of work will be the entire existing installations and any installations that come up in future.

**SIGNATURE OF CONTRACTOR**

**ANNUAL MAINTENANCE CONTRACT FOR SERVICING CLEANING, PERFUMING AND ALLIED SERVICES OF LANDLINE / MOBILE TELEPHONES, INTERCOMS AND EXCHANGE CONNECTION**

The firm will have: -

To ensure that all the landline telephones/intercom/mini exchange lines are in working condition at Branches.

To check all the telephone/ISDN lines during morning hours and attend to the faults reported immediately in the building.

To clean & perfume all the operates in the building, at least once in a week.

To attend the requests for shifting from one residence. to another, extensions/parallel extensions of existing lines, within the same premises.

2. During the period of contract sufficient employees of the contractor will be made available to our office on all working days to attend day to day faults during working hours.

3. Firm's persons will at all times comply with all security norms, which will be imposed from time to time by the Bank.

4.The firm will be responsible for safety of their workers engaged for the operation/maintenance and bank shall not liable for any claim on account of any mishap.

5. The firm will maintain liaison with the telephone /Mobile authorities and will get the work relating to new connection/disconnection of telephone provision and withdrawal of STD/ISD facilities. Shifting of telephone from one office to another or one residence to another, to collect details of telephone bills /Mobile phone bills and all other work related to telephone from the concerned agencies.

6. The firm will also maintain close liaison with mobile phone services providers and get all the work relating to mobile phones done.

7. The scope of work will be the entire existing installations and any installations that come up in future.

**SIGNATURE OF CONTRACTOR**

## **SAFETY CODE FOR HOUSEKEEPING WORKS**

The safety code has to be observed by the contractor as under:

1. There shall be maintained in a readily accessible place first aid appliance including adequate supply of sterilized dressings and cotton wool.
2. The injured person shall be taken to a public hospital without loss of time. In case where the injury necessitates hospitalizations etc. at his cost.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot be safely done from ground.
4. No portable single ladder be used over 3 metres in length. The width between the side rails shall not be less than 30cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. when a ladder is used, an extra Masdoor shall be engaged for holding the ladder.
5. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fences or railing minimum height of which shall be one meter.
6. No floor roof or other parts of the structure shall be loaded with rubbish or materials.
7. Suitable face masks should be supplied for use by the workers, when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
8. Ropes used in hoisting or lowering material or as a means of suspension should be of durable quality adequate strength and free from defects.
9. The contractor will ensure that all types of safety measures as advised by Government are taken care of during the performance of work.

**SIGNATURE OF CONTRACTOR**



**PENALTY:**

1. The contractor has to attend the complaint within 24 hours. In case of failure on part of contractor, the bank is at liberty to impose penalty @ Rs.1000/- per day on account of delay in attending the complaint/rectifying the defects and deduct the same either from the bills submitted by the contractor or at its discretion from the Security deposit for any damage caused to bank's property by the contractor or for unsatisfactory work.
2. The contractor shall while maintaining or repairing the minor masonry and development works at the aforesaid area only shall use the aforesaid area for the aforesaid maintenance and repair purposes, and not to any other purpose and any violation or breach of this condition shall make the contractor liable for all the losses and of damages suffered or may be suffered by the bank in addition to pecuniary liability for all the consequences, besides forfeiture of the security deposit.
3. The contractor shall keep all the walls floors and structures of the various buildings in the aforesaid areas and water drainage mains and pipes and sanitary apparatus of whatsoever nature in good, and proper working order and condition while carrying out the maintenance and repairs operations of the aforesaid work and shall not cause any damage or destruction to the aforesaid fixtures and fittings and material and contractor shall undertake to indemnify and keep the bank indemnified from all monetary losses, legal actions proceedings against the bank and pay all the costs charges of expenses and whatsoever nature immediately on demand by the bank.
4. The contractor specifically agree for the safe custody and storage of the various materials supplied to him by the bank and shall indemnify the bank for all the losses in the event of any theft., robbery, dacoity, fire or civic circumstances and will not allow any free access to any person who is not acceptable to the bank.

**SIGNATURE OF CONTRACTOR**

## **AGREEMENT**

### **AGREEMENT CONTRACT FOR HOUSE KEEPING SERVICES FOR BRANCHES OF STATE BANK OF INDIA, RBO - I, PANCHKULA, (CLUSTER - 4).**

This agreement made at on \_\_\_\_\_ between State Bank of India, a body corporate constituted under the State Bank of India Act, 1955, having its Central Office Madam Cama Road, Mumbai-400021 and one of its REGIONAL OFFICE-1, SECTOR 5, PANCHKULA, hereinafter referred to as "the Bank" which expression shall include wherever the context so permits its successors and assigns of THE ONE PART.

AND

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

Whereas the bank has invited offers for rendering Housekeeping/Maintenance services (services) at SBI, **HOUSE KEEPING SERVICES FOR BRANCHES OF STATE BANK OF INDIA, RBO - I, PANCHKULA, (CLUSTER - 4)** fully described in the Schedule I and for that purpose the bank advertised in website inviting of interest from eligible contractors and finally after due process selected the Contractor for the upkeep and maintenance of the aforesaid colonies and residences. The contractor was advised by way of letter of intent/acceptance vide letter no. .... dated ..... stating therein the references of documents which are to be made part of the contract.

And Whereas the Contractor offered its/his services for a consideration more fully described in Annexures.

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

2. The Charges for rendering the services payable by the Bank to the Contractor shall be Rs. ----- + GST on completion of work every month and production of monthly bills and on terms and conditions herein after inclusive of all taxes. The details of which are as detailed in Annexures. This agreement is for providing the services and is not for supply of Contract Labour and that the persons employed by him for providing the services more fully described in Schedule II shall be the employees of the contractor and not of the bank.

3. The Bank may provide (but not bound to do so) a few selected articles/equipments for use in the bank's premises for the purpose. The contractor shall take care of the said articles/equipments as a bailee, in terms of the provisions contained under the Indian Contract Act and duly return them in good working order and conditions to the Bank on and at the expiry of the currency of these presents. The daily and periodical maintenance of the articles/equipments shall be the sole responsibility of the contractor. The cost of replacement/repair and servicing of all the articles/equipments during the currency of these presents shall be borne exclusively by the contractor only.

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

5. The contractor will have to daily collect garbage from the Branches and dispose it off at the local authority authorized garbage disposal area.

6. The contractor has provide their company LOGO uniform to each housekeeping staff.

7. The Contractor shall carry out the anti termite and pest control treatment for eradication of Pests/Insects like silver fish, cockroaches, rodents, flies, mosquitoes and other household pests and treatment to be carried out minimum once in every month with chemical including infestation/fumigation of traps, manholes, inspection chambers, enclosed spaces like almirahs false ceiling, \*\*\*AC etc. in the entire complex, buildings and residences. The work has to be carried out as per Indian standard rules and regulation and by an authorized person.

8. 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 un-skilled/skilled persons including supervisory staff for rendering services at the Establishment/s.

9. 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 **Housekeeping personnel engaged by the Contractor.**

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

11. 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 or 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.

12. 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 purpose.

13. The contract shall provide proper uniform to all personnel and ensure their cleanliness and upkeep. Separate uniform need to be provided for different categories of staff viz. Technical, supervisors, skilled/unskilled and others etc.

14. 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's should be arranged by the contractor.

15. The contractor shall discharge his obligations under these presents most diligently, efficiently and honestly.

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

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

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. However, the continuance of the contract shall be subject to review of the performance from time to time and in case the performance is not found to be satisfactory by the bank for any period under such review, the bank at its discretion, reserves its right to terminate these presents under due notice to the contractor without incurring any further liability therefore.

19. The agreement shall come into force and be effective from \_\_\_\_\_ for a period of 2 (Two) years and expires on \_\_\_\_\_ subject to the review of satisfactory performance as mentioned herein above. This agreement shall be terminated by efflux of time or earlier by one month's notice at the option of the bank in the event of unsatisfactory performance or on breach of any of the stipulated conditions or qualitative dimensions of the various services agreed upon by the contractor under these presents, if he so desires at any time during the course of the currency of this agreement. The contract may be renewed for a further period of 12 months under the same terms and conditions stated in this Agreement.

20. The Contractor shall deposit 5% of the accepted value of the contract including earnest money as Security Deposit with the bank for due fulfillment and performance of the contract. The Security Deposit will be refunded on termination of the contract after adjusting the dues payable by the Contractor to the Bank without any interest. The Security Deposit will be returned to the contractor after three months from the date of expiry of these presents provided that there are no defects or loss or damage caused to the Bank and/or materials/articles/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 connection with or in respect of the services are fully settled.

21. The contractor undertakes, accepts and admits absolute and complete responsibility for the service conditions, claims, damages and other compensations of the personnel enrolled by him and will be liable for and unequivocally assume responsibility for due compliance with all the requirement 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.

22. 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.

23. 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.

24. The contractor will submit the bills for the services rendered, only at the end of each month to be authorized officer who will scrutinize the bills and if found in order, certify for payment along with the certificate to the extent that all the equipment's 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., Labor Payments, taxes, levies, etc. as required to be paid/payable by him under any law for the time being in force.

25. 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 notices by the Bank without assigning any reason whatsoever and no claim will be entertained in this regard.

26. 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.1000/- 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.

27. 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 Chief Manager in the Bank, whose decision shall be final, conclusive and binding on the contractor.

28. 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 by no 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.

29. 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 license under Contract Labour (Regulation and Abolition) Act, 1950 and rules hereunder. The Contractor shall comply with all rules and regulations in force under the said Act and rules. The Contractor shall comply with all applicable laws, rules and regulations relating to Provident Fund, payment of Bonus, Minimum Wages or any other Statutory/Regulatory requirements. Any dispute regarding such dues shall and be dealt with and settled by the contractor.

30. The Contractor shall in terms of the Provisions of Sections 16, 17 and 18 of the Contract

Labour (Regulation & Abolition) Act, 1970 and the rules framed under the said Act provide the prescribed amenities to its personnel. In case of failure of the Contractor in complying with the said provision, 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.

31. In terms of the provision of the aforesaid Contract Labor (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 Representative 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 panel consequences as may be attended with under these presents.

32. Nothing contained in these presents is intended nor shall be construed to be a grant, demise or assignment in law of the premises or the articles/ equipment's 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.

33. 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.

34. 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.

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

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

37. In case your firm fails to execute any of the work as specified in the tender/agreement, the Bank reserves the right to get the work executed from some other firm/contractor at your risk and cost and additional cost, if any, incurred by the Bank in this regard will be recovered from any of your outstanding bills with the Bank.

38. The Courts in Panchkula/Chandigarh city alone shall have jurisdiction in respect of any matter touching these presents.

**SIGNATURE OF CONTRACTOR**