



State Bank of India
e-TENDER DOCUMENT
FOR
HOUSEKEEPING
&
MAINTENANCE SERVICES

FOR

Integrated Facility Management Services (Housekeeping and Maintenance with catering services) for SBI Transit House at SURYA VIHAR, GURUGRAM AND EAST KIDWAI NAGAR, NEW DELHI

State Bank of India,
Premises and Estate Deptt.,
5th floor, State Bank of India,
Local Head Office Building,
11- Parliament Street,
New Delhi-110001.

For any queries, please contact:

Asstt. General Manager,
P&E Deptt.,
5th Floor, D- Block,
State Bank of India- LHO Bldg.,
11, Parliament Street, New
Delhi-110001.

Phone: 011-23407350,7352.

E-mail: agmpre.lhodel@sbi.co.in



State Bank of India

Premises and Estate Deptt.,
5th floor, State Bank of India,
Local, Head Office Building,
11- Parliament Street,
New Delhi-110001

e-TENDER DOCUMENT

FOR

Integrated Facility Management Services (Housekeeping and Maintenance with catering services) for SBI Transit House at SURYA VIHAR, GURUGRAM AND EAST KIDWAI NAGAR, NEW DELHI

Name of Bidder: _____

Complete Address:

PIN

Contact Details:

Landline

Mobile

E-mail:

NOTICE INVITING TENDER

State Bank of India (SBI) invites e-tenders for Integrated Facility Management Services (Housekeeping & Maintenance with catering services) for State Bank of India, **Transit House at SURYA VIHAR, GURUGRAM AND EAST KIDWAI NAGAR, NEW DELHI** as per following schedule:

The details of schedule of the tender are as under:

1.	a) Scope of Work	Integrated facility management services (Housekeeping & maintenance with catering services) for SBI Transit House at SURYA VIHAR, GURUGRAM AND EAST KIDWAI NAGAR, NEW DELHI (Details as per the tender documents).
	b) Mode of Tender	Through GeM Portal
2	a) Tender invitation (open period)	10 days from date of issue of Tender on GeM portal
	b) Tender technical bid opening	As per GeM
	c) technical bid clarification time	As per GeM
	d) Price bid opening	As per GeM
3	a) Earnest Money Deposit (EMD)	Rs 43,000/- (Rupees Forty-Three Thousand only) to be submitted in the form of Demand Draft or Banker's Cheque in favour of "AGM (Premises & Estate), LHO, New Delhi and payable at Delhi. Micro and Small enterprises (MSE) Vendors are exempted from EMD subject to uploading valid MSME/UDYAM registration certificate.
	b) Experience	The company / firm must have minimum 05 years of experience before the bid opening date in Integrated Facility Management Services (Housekeeping & Maintenance with catering services) . Copy of documents as per Experience criteria of GeM to be uploaded as proof of experience.
	c) Annual Turnover (Average annual turnover in last three years 2023-24,24-25 & 25-26). Provisional of 26-27 may also be considered on producing valid CA certificate.	Minimum 30% of the estimated cost of the annual contract value/Bid Value (excluding GST)

	d) Full-fledged office/Branch Office	The bidder must have full-fledged office/branch office at any of these places i.e., Delhi, Noida, Ghaziabad, Faridabad, and Gurugram only. To establish the existence of the office/branch office, the bidder shall provide any of the following documents which should not be older than three (03) months old from the bid submission date/tender floating date. Latest electricity bill in the name of bidder or GST certificate indicating the office address of bidder or Valid Trade license or /ESI/PF registration certificate/Receipt or any other Government-issued document evidencing the office address of bidder. Document should be maximum 3 months old from tender floating date (To ascertain the Office/Branch office, Bank may visit/verify the said office at its own discretion).
	e) Past Experience	The bidder should have successfully completed similar works during the last five (05) years ending of months preceding the month in which applications/bids are invited should be either of the following. (i.e., the similar completed works during the period 01.08.2021 to 31.07.2026 shall be considered for evaluation). (i) Successfully completed at least one (01) similar work of value not less than 80% of the estimated cost of the present work/Bid value (excluding GST). OR (ii) Successfully completed at least two (02) similar works, each of value not less than 50% of the estimated cost of the present work/Bid value (excluding GST). OR (iii) Successfully completed at least three (03) similar works, each of value not less than 40% of the estimated cost of the present work/Bid value (excluding GST). Note: Similar work means, successful completion of Integrated Facility Management Services (Housekeeping & Maintenance with catering services) for Central Govt. Deptt. or State Govt Deptt. or Semi Govt Deptt. or PSU or Public Sector Bank or Public Limited(listed) Company. The bidders must be submitted the work completion certificate along with work order or GST invoice.
4	Initial Security Deposit (ISD)	2% of the total value of the contract including Earnest Money (excluding GST) to be submitted in the form of Demand draft or Bankers Cheque in FAVOUR "AGM (Premises & Estate), LHO, New Delhi and payable at Delhi. With-in 7 days from date of receipt of work order.
5	Security Deposit (SD)	Interest free security deposit shall be 5% of the Annual contract value of the work. The Security Deposit shall be paid after the Completion of the Contract. No interest shall be paid by the Bank on Security Deposit.

		I. Forfeiting of Security Deposit: ➤ The security deposit shall be liable to be forfeited wholly or partly at the sole discretion of the SBI, if the Bidder either fails to execute the Contract or fails to fulfil the contractual obligations or fails to settle in full his dues to the SBI. ➤ The SBI is empowered to recover from the security deposit for any sum due and for any other sum that may be fixed by the SBI as being the amount or loss or losses or damages suffered by it due to delay in performance and / or non-performance and / or partial performance of any of the conditions of the contract and / or non-performance of guaranteed obligations. ➤ Any default in Services
6	Commencement of work	Within 07 days from the date of issuance of work order.
7	Time of completion of work	Till the expiry of the Contract
8	Income Tax and GST	1. Income Tax/GST will be deducted at source as per Govt. Guidelines. 2. Reimbursement of GST on contract will be made only on submission of proper GST invoice as per applicable GST provision. 3. Bidder should have valid GST Registration Number. 4. Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provisions. 5. Bidder should timely file his GST return in accordance with GST provisions to enable the bank to claim the credit of GST paid to the Bidder.
9	Validity of Offer	90 days from the date of opening the Tenders.
10	Liquidate Damage (LD)	As per relevant clause of tender document. At the rate of 0.5% of the Contract Value per week which subject to a maximum of 5% of the accepted Contract Value.

11	Terms & mode of payment	- There would be no provision for advance payment. The Successful Bidder will have to submit the invoice along with the necessary documents within 7 days on completion of each month to the office of AGM (P&E), LHO Delhi. After verification of invoice & all the required documents submitted by the Successful Bidder and deducting the penalties, if any, the Bank will reimburse the monthly bills. Payment certificate will be honoured within 15 working days of receipt of bill with all supporting documents. - The rates quoted by the Successful Bidder will remain constant throughout the contract period and shall not change at any event during the contract period. - Payment shall be made by way of electronic fund transfer. The Successful Bidder should furnish details of the Bank, A/c no, IFSC code PAN, GST numbers etc. in the Invoice.
12	Place of opening of tender/Bid	Asst General Manager (P&E), SBI, 5 th Floor, D Block, Local Head Office, 11, Sansad Marg, New Delhi -110001 agmpre.lhodel@sbi.co.in
13	Contact person (SBI)	Asst General Manager (P&E), SBI, 5 th Floor, D Block, Local Head Office, 11, Sansad Marg, New Delhi -110001 agmpre.lhodel@sbi.co.in , Ph. 01123407350
14	Performance guarantee:	01. Additional Security Deposit/Additional Performance Guarantee (ASD/APG) Shall be applicable if the bid price is below 7.50% of the estimated cost put to the tender. 02. The amount of such ASD/APG shall be the difference between 92.5% of estimated cost put to the tender and the quoted price. 03 Bank Guarantee or FDR receipt in favour of SBI and drawn on any nationalized Bank will also be accepted as ASD/APG.
15	Documents to be uploaded on GEM Portal (Mandatory document)	1. Complete tender document must be duly signed and stamped by the authorised signatory/bidder. 2. Copies of documents as per Experience criteria be uploaded in GEM portal as proof of experience. Sr. No: 3(b) 3. Completion Certificates of the similar works, in case completion certificates are not available, the copies of GST invoices raised in the name of client as defined in Experience criteria of this NIT Sr. No: 3 (e), Copies of same to be uploaded in the GeM portal. 4. GST Registration Certificate 5. KYC Documents of the Authorised Signatory.

		6. PAN/TAN of the Firm/Company and beneficiary owners. 7. Work Experience certificate (Work order along with completion certificate). 8. MSME/Udyam Registration certificate in case of MSEs. 9. Office address proof of the Firm/Company. 10. Shops and Establishment Registration Certificate of the Firm/Company. 11. All other documents as per GeM criteria stating turnover, etc (CA certificate etc). 12. Copy of valid catering Services license (FSSAI) issued by the concern government authority. The bidders having not possession of valid FSSAI licenses, those bids will be rejected. 13. Buyer added price bid in excel sheet (Schedule- II) must be duly signed and stamped by the authorised signatory of Bidder.
16		PLEASE SUBMIT ONLY RELEVANT DOCUMENTS
17		The SBI reserves the right to cancel or postpone or modify the tender/Bid at any stage without assigning any reason thereof.
18		The Successful Bidder must obtain all necessary approvals/permissions, Liasoning if any, from the appropriate government authorities/Local authorities required for the completion of the above contract at the site mentioned in this tender. The Successful Bidder must comply with all the rules and regulations which are applicable in the execution of service as per the contract and shall indemnify the SBI from all legal and monetary liabilities arising due to the violation of the approvals/permissions, rules and regulations or any other legal infirmity on the part of Successful Bidder.
19	Rejection of Tender/Bids, In Case:	a- Submission of incomplete document (technical bid and /or financial bid), Delay in submission. b- non-submission of required EMD in prescribed mode. c non-adherence to laid down norms/eligibility criteria stated in tender document. d- Quoting beyond 2 decimal places after decimals is not permitted and would lead to disqualification of bid. e- Service charges and Admin charges are necessary & has to be quoted at least @ 3.85% or more, quoting below 3.85% would lead to the rejection of bid. f- Cost per resource per month to be entered online at GeM portal must be equal to Grand Total of uploaded price Bid i.e. Schedule II. Bids not complying the condition will not be considered and will be rejected outright.

		g-Any unsatisfactory services in past contracts. h- Estimated Cost of consumables items fixed in the tender is beyond $\pm$ (plus/minus) 25% variation of estimated cost, which is Rs. 20000/- in this case.
20	Monthly Bill	Monthly bill shall be raised by the Bidder in accordance with Schedule II (Financial /Price bid). In case of any ambiguity or discrepancies between various components of Tender document Schedule II will prevail over the others. In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time. SBI reserves its rights to accept/reject any/all tender, without assigning any reason whatsoever.
21	Insurance	The Service Provider shall obtain adequate insurance policy in respect of employees to be engaged for the work, towards meeting the liability of compensation arising out of death/injury/disablement at work etc. As per relevant clause of tender document.
22	Working Schedule	In coordination with all other agencies, (NDMC, Civil, Interior & Electrical Vendors) without disturbing the functioning of the office.

AGM (Premises & Estate)

INDEX

S. No.	Annexure/Schedule	Description	Page No.
1	General Guideline	Guidelines for Bidders	10 - 14
2	Schedule-I	Technical Bid	15 - 15
3	Annexure-I	Terms & Conditions	16 - 22
4	Annexure-II	Scope of House Keeping & Maintenance with catering (including Plumbing, Sanitary, Carpentry, Pest Control & Anti Termite) Services	23 - 24
5	Annexure-III	Periodicity Chart of House Keeping & Maintenance Services	25 -25
6	Annexure-IV	Safety Code	26 - 26
7	Annexure- V	Penalty	27 - 27
8	Annexure- VI	Declaration & Certificate for payment of Minimum Wages	28 - 28
9	Annexure- VII	Declaration of Near relatives of SBI Employees	29 - 29
10	Annexure- VIII	Undertaking	30 - 32
11	Annexure- IX	Specimen for Bank Guarantee in Lieu of Security Deposit	33 - 34
12	Annexure- X	List of approved brands/makes & tentative quantities of housekeeping materials	35 - 36
13	Schedule- II	Financial/ Price Bid	37 - 38
14	Annexure-XI	Agreement	39 - 78

GUIDELINES FOR BIDDERS

Integrated Facility Management Services (Housekeeping & Maintenance with catering services) for SBI Transit House at SURYA VIHAR, GURUGRAM AND EAST KIDWAI NAGAR, NEW DELHI.

SBI invites e-Tenders for providing Integrated Facility Management Services (Housekeeping & Maintenance with catering services) for SBI Transit House at SURYA VIHAR, GURUGRAM AND EAST KIDWAI NAGAR, NEW DELHI in the premises described in Schedule-1.

1. EMD: EMD of **Rs. 43,000/- (Forty Three Thousand Only)**, will in the form of Demand Draft or Banker's Cheque issued by any nationalized/scheduled Bank drawn in favour of State Bank of India payable at New Delhi and shall be submitted to the office of **Assistant General Manager, Premises & Estate, 5th floor, State Bank of India, Local Head Office Building, 11- Parliament Street, New Delhi-110001**, in sealed envelope, in person on or before **(as per date mentioned in GeM per portal)**.

2. Eligibility Criteria:

(i) Only bidders registered on the GeM portal under the category of **Housekeeping & Maintenance Services** and fulfill the eligibility criteria as per tender documents (NIT) shall be eligible to participate in the tender.

3. Submission of Bids:

Bidders shall submit their **price bid** online through the GeM portal only. Submission of hard copies of the Financial/Price Bid shall not be accepted.

A. Technical Bid: The Technical Bid shall comprise the Notice Inviting Tender (NIT), Instructions/guidelines to bidders, Schedule-I, Terms and Conditions, Scope of work, Annexures and all other documents specified in the tender. Each page of the Technical Bid shall be duly signed and stamped by the authorized signatory of the bidder and uploaded on the GeM portal. The EMD, in the form specified in the tender, shall be submitted at the address mentioned in the tender document within the stipulated time.

B. Financial/ Price Bid: The Financial/ Price Bid (schedule-II) shall be submitted online through the GeM portal only. No physical copy of Financial/Price Bid shall be accepted.

In the Price Bid the bidders should quote the rate both in figures and in words without any ambiguity, corrections and eraser shall have to be attested by the bidders. The rates quoted should be inclusive of all statutory obligations such as **Minimum Wages, ESI, EPF, Bonus, Leave Coverage, etc.** as applicable and all kinds of taxes excluding GST. The offers / Bids of those prospective bidders which do not meet the statutory requirement are liable to be rejected. In case of change in statutory obligations like increase/ decrease in minimum wages/ GST, the Bank may consider for enhancement/ decrement to the extent of change as and when there is change in statutory obligations like increase/ decrease in minimum wages/ GST on production of documentary proof of such change submitted by the Successful Bidder.

Earnest Money Deposit (EMD): Bidders are required to submit the Earnest Money Deposit (EMD)

as specified in the tender document. Bids submitted without the prescribed EMD shall be liable for rejection. Exemption from submission of EMD, if any shall be governed by the applicable Govt. of India/GeM guidelines and shall be subject to submission of valid supporting documents.

The tenders without EMD will be rejected. EMD may be forfeited by the Bank in the event of withdrawal or modification of the bid by the bidder during the bid validity 'OR' Failure of the successful bidder to accept the Letter of Award (LOA) or execute the contract/agreement within the stipulated time "OR" Failure to comply with the terms and conditions of the tender after award of the contract. No interest shall be payable by the Bank on the EMD amount. The EMD of the unsuccessful bidders shall be refunded and returned as early as possible.

The contract shall initially be valid for a period of one (01) year from the date of commencement / award of work. Subject to the satisfactory performance of the Successful Bidder, continued compliance with all terms and conditions of the contract and possession a valid license under the **the Occupational Safety, Health and Working Conditions Code, 2020** and other applicable statutory provisions, the Bank may, at its sole discretion, renew the contract for a further period of one (01) year on the same terms and conditions. Under no circumstances shall the total contract period exceed two (02) years.

Jurisdiction: Any dispute, claim or legal proceeding arising out of or in connection with this tender or the resultant contract shall be subject to the exclusive jurisdiction of the Courts at Delhi / New Delhi only.

4. Right of Acceptance/Rejection of Tender: The Bank reserves the absolute right to accept or reject any or all bids, wholly or partly, without assigning any reason whatsoever. The Bank shall not be bound to accept the lowest (L1) bid. If the rates quoted by any bidder are found to be unreasonable or unjustified, the Bank may seek a detailed rate justification. Failure to furnish a satisfactory justification within the stipulated time may result in rejection of the bid and or cancellation of the tender process.

Award of Contract/Work: Final award of the contract for Housekeeping and Maintenance Services with catering shall be subject to the approval of the Competent Authority of the Bank. The Bank reserve the right to award the contract.

Tender Conditions: The specification, duration of the work and the terms & conditions under which the contract is required to be performed and the rights and obligations of the person/s whose tender is accepted shall be under an Agreement to be executed in the form, enclosed in **Annexure-XI**. 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. However, Bank reserves the right to add / delete any other clauses in the agreement.

05. Execution of Agreement: The successful bidder shall execute the Agreement in the prescribed format (**Annexure-XI**) within **seven (07) days** from the date of issue of the letter of Acceptance/Work order or within such extended period as may be permitted by the Bank. In the event of failure to execute the agreement within the stipulated period, the Bank reserves the right to cancel the award of work, forfeit the EMD, and take any action deemed appropriate in accordance with the terms of the tender. The Bidder shall bear all, charges and expenses incidental to the execution of the Agreement, including but not limited to stamp duty, and any other statutory levies. All the terms and conditions of the Tender Document shall form an integral part of the Agreement and shall be binding on the Bidder/Vendor.

06. Authorized Signatory/Execution of Tender: The Tender/Contract shall be signed only by a

person duly authorized to bind the successful bidder. The signatory shall clearly indicate the capacity in which the Tender is signed and, where applicable, shall submit documentary evidence of such authorization. The signatory shall be:

a) **In the case of Sole Proprietorship:** The Sole Proprietor or a person holding a valid Power of Attorney executed by the Sole Proprietor of the concern or constituted attorney of such sole proprietor.

b) **In the case of Partnership Firm:** A Partner duly authorized by the Partnership Deed or a person holding a valid Power of Attorney executed by all the Partners.

c) In the case of a Company: A Director, Company Secretary or any other person duly authorized by a Board resolution or Power of Attorney.

d) A person signing the tender or any other documents forming part of the contract on behalf of another shall be deemed to consider that the person so signing has authority to sign, and if, on enquiry, it appears that the person has no authority to do so, the Bank without prejudice to other civil and criminal remedies, will cancel the contract and hold the signatory responsible for all costs and damages.

07. Disqualification/Debarment: Any Bidder/Vendor who commits or is found to have committed a breach of the terms and conditions of the contract, or fails to perform its contractual obligations satisfactorily, shall be liable for appropriate action by the Bank, including termination of the contract, forfeiture of Security Deposit and disqualified/debarment from participating in future tenders of the Bank for such period as may be decided by the Competent Authority, in accordance with the Bank's policy and applicable guidelines.

08. Indemnity: The Successful Bidder/Vendor shall indemnify, defend and keep the Bank, its employees fully indemnified against all losses, damages and claims, or compensation arising out of or in connection with:

a) Any breach of the terms and conditions of the contract by the Bidder.

b) Non-compliance with any applicable labour laws, statutory provisions or Government regulations, including but not limited to the **Code of Wages, 2019, Code on Social Security, 2020, Occupational Safety, Health and Working Conditions Code, 2020, Industrial Relations Code, 2020, , Employees Provident Funds and Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948** and any other law in force from time to time.

09. Termination:

i) The Bank may, without prejudice to any other remedy for breach of contract, with written notice of not less than **thirty (30) days** sent to the Service Provider, terminate the Agreement in whole or in part:

a) if the Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by the Bank.

b) if the Service Provider fails to perform any other obligation(s) under the Agreement.

c) on the happening of any termination event mentioned herein above in this Agreement.

d) for convenience of the Bank.

ii) The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities:

iii) If any Receiver/Liquidator is appointed in connection with the business of the Service Provider or Service Provider transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.

iv) If Service Provider applies to the Court or passes a resolution for voluntary winding up of Service Provider or any other creditor / person files a petition for winding up or dissolution of Service Provider.

v) If Service Provider, in reasonable opinion of the Bank is unable to pay its debts or discharge its liabilities in normal course of business.

vi) If Service Provider is unable to render the services up to the mark as envisaged under this agreement upon a reasonable assessment of the circumstances by the Bank which affect rendering of the services by Service Provider as envisaged under this agreement.

vii) If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-Service Providers or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its customers.

viii) If Service Provider is owned/ controlled wholly/ partly by any other bank operating in India.

ix) If any officer/ employee/ director of Service Provider or their relatives as defined in section 2 (71) of the Companies Act, 2013 becomes a director of the Bank.

x) In the event of the termination of the Agreement, Service Provider shall be liable and responsible to return to the Bank all records, documents, data and information including Confidential Information pertains to or relating to the Bank in its possession.

xi) In the event of termination of the Agreement for any reason, Bank shall have the right to give suitable publicity to the same including advising the Indian Banks' Association & publishing in one National & Vernacular News Paper each as well, if so required.

xii) The Bank may terminate the Agreement for material breach, repeated poor performance, serious security lapse, fraud/misrepresentation, abandonment of Services, insolvency or persistent statutory non-compliance, subject to the procedure specified in the tender/Agreement.

xiii) Upon termination, the Service Provider shall immediately hand over keys, records, Bank property, inventories and other materials and shall provide reasonable transition assistance.

xiv) Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except:

- a)** such rights and obligations as may have accrued on the date of termination or expiration.
- b)** the obligation of confidentiality; and
- c)** any right which a Party may have under the Application Law.

Tenderer/Bidder

Signature & Stamp of the

SCHEDULE-I**TECHNICAL BID**

Integrated Facility Management Services (Housekeeping & Maintenance with catering services) for SBI Transit House at SURYA VIHAR, GURUGRAM AND EAST KIDWAI NAGAR, NEW DELHI (To be uploaded online at GeM Portal)

1. Name & Address of the Tenderer Organisation / Agency with Mobile & Phone No./E-mail etc.	
2. Address of the full-fledged office/branch office at any of these places i.e., Delhi Noida, Ghaziabad, Faridabad, and Gurugram only	
3. Complete Tender document signed and stamped by the Authorised Person/Tenderer.	
4. Copies of documents as per Experience criteria be uploaded in GeM portal as proof of experience mentioned in Sr. No. 3(b) of NIT.	
5. Completion Certificates of the above works, in case completion certificates are not available, the copies of GST invoices raised in the name of client as defined in Experience criteria in Sr. No. 3 of NIT, copies of same to be uploaded in GeM portal. (Note: Performance Certificate and Completion certificate should be in lined with the similar work order / job contract, if found not in order than bid may be technically disqualified).	
6. Copy of electricity bill / GST Certificate/Trade licence/ESI/EPF registration in the name of firm.	
7. All other documents as per GeM criteria stating turnover, etc (CA certificate etc).	
8. Copy of Valid catering Services license issued from Food Safety and Standards Authority of India (FSSAI).	
9. Enclosed copy of the valid Power of Attorney / Authorization for signing the Bid.	Yes / No
10. Prescribed DD/ Bankers', cheque of EMD Rs. 43,000/- as Earnest Money Deposit (EMD). As mentioned in NIT should be submitted at given address.	DD/Bankers' cheque details:

(Note: for More details, please refer NIT SI No. 15)

Signature & Stamp of the Tenderer

TERMS & CONDITIONS

1. Contract Period: The contract shall initially remain valid for a **period of one (01) year** from the date of commencement/award of work.

Subject to the **satisfactory performance of the successful bidder**, continued compliance with all the terms and conditions of the contract, fulfilment of all statutory and contractual obligations, and possession of a valid license/registration, wherever applicable, under the **Contract Labour (Regulation & Abolition) Act, 1970** and other applicable laws, the Bank, at its sole discretion, may renew/extend **the contract for a further period of one (01) year** on the same terms and conditions. The total tenure of the contract, including renewal/extension, shall **not exceed two (02) years**. Renewal/extension shall be solely at the discretion of the Bank.

2. Payment of Wages and Statutory Compliance: The Successful Bidder shall ensure that all personnel deployed under the contract are paid wages, all employees must be paid wages, special allowance and other allowances at rates not less than those prescribed by the Government of India under the applicable Code of Wages, 2019 notifications and other statutory provisions.

The Successful Bidder shall ensure that wages are disbursed only through the individual salary bank accounts of the deployed employees and such salary accounts shall be maintained with **State Bank of India (SBI)**.

- All the employees must be extended coverage of PF/EPF as per the eligibility under PF Act. Appropriate deductions are to be made towards coverage of PF/EPF as per the eligibility under PF Act. Appropriate deductions are to be made towards Income Tax from the salary wages paid, if applicable and remitted to concerned authorities. All deductions are affected from the salary / wages as per the provision of the Code of Wages, 2019. Bidder shall be solely responsible for compliance with the provisions of the Code of Wages, 2019, Code on Social Security, 2020, Occupational Safety, Health and Working Conditions Code, 2020, Industrial Relations Code, 2020, and all other applicable labour laws, rules and regulations as amended from time-to-time.

3. Nature of Services and Scope of Works:

- (i) The Successful Bidder shall provide comprehensive housekeeping, cleaning, maintenance and catering services, including dusting and cleaning of windows, window glasses, door etc. of the entire premises/ complex **for the Bank's Transit house located at SURYA VIHAR, GURUGRAM AND EAST KIDWAI NAGAR, NEW DELHI. In catering services** Successful Bidder shall provide 24 Hours catering Services to the transit house on daily basis as per the menu described at **Annexure-B**. The Successful Bidder shall ensure cleaning of toilets of premises/ complex, cleaning of sewer lines/ gutters (internal lines of flats/ Transit house as well as common lines of premises/complex/campus), underground reservoir and overhead tanks, operation of underground reservoir and overhead tanks, maintenance & watering of lawns and potted plants etc.
- (ii) The Successful Bidder shall arrange for upkeep and maintenance of premises/ complex at the frequency / interval as specified in Annexure II.
- (iii) The Successful Bidder shall ensure a very high standard of housekeeping, cleanliness and maintenance of the entire premises/ complex always with due regard to hygiene. Disposal of all garbage / wastes to dumping yards designated by concerned local bodies shall be the responsibility of the Bidder.

- (iv) The Successful Bidder shall ensure top class upkeep and maintenance services of the aforesaid premises/ complex and the premises/ complex by employing enough skilled / unskilled laborers. The hours of work of each labour shall be fixed by the Successful Bidder taking into considerations the current labour laws. The said work shall include maintenance, externally and internally, of the building/ blocks/ towers from ground floor to top floor including roof, parking space lobbies, corridors, staircases and area all around the premises/ complex including roads, gardens and lawn area. The work also includes cleaning and operation of underground reservoir and overhead tanks, maintenance & watering of lawns and potted plants etc.
- (v) The Successful Bidder will be responsible to immediately attend to all the complaints/requirements within the purview of the contract.
- (vi) The Successful Bidder shall arrange cleaning of floor and walls of toilets, W.C., urinals, wash basins/ sinks etc. of the flats with first grade phenyl of approved make and detergents of reputed and approved brands only, on an ongoing basis and costs for all such cleansing material etc. as may be required shall be borne by the Successful Bidder. The house keeping staff should wear **disposable gloves while doing these tasks.**
- (vii) The Successful Bidder shall engage for rendering services, trained and qualified workers equipped with proper tools, tackles and machinery. The measures for maintenance should be proactive, anticipatory and preventive.
- (viii) The Successful Bidder shall arrange and ensure cleaning of overhead water tanks and drinking water, ground water reservoir at prescribed intervals with potassium permanganate/chlorination. The scope of maintenance of water pipes, overhead tanks and underground reservoirs shall include the component of operation, minor repairs and maintenance, labour functions, etc.
- (ix) The Successful Bidder shall also arrange for polishing of planters, pots, shining of brass plates and other name plates etc.
- (x) The Successful Bidder shall arrange pest control for warding off flies, mosquitoes including spraying with Finit / Baygon spray in the entire premises/ complex at prescribed intervals and anti-termite treatment at prescribed intervals, disinfection treatment/ fogging at prescribed intervals including the cost of all consumables/ materials and tool/ tackles etc. for the same. Anti termite treatment and pest control shall be carried out by the Successful Bidder with the consent of the occupants.
- (xi) The Successful Bidder shall ensure proper maintenance of lawns and all potted plants within the premises/ complex through trained and experienced gardeners.

4. The Successful Bidder shall engage trained labour with proven integrity for housekeeping, maintenance and other specialized works. The Successful Bidder shall ensure that its labour observes cleanliness and wears neat and clean uniforms with plastic/ acrylic name badges for their identification and that they are courteous, polite and prompt while rendering efficient service in their respective areas. The house keeping staff should wear disposable gloves while doing various tasks. The Successful Bidder shall have full control over its employees/laborers. The Successful Bidder shall give necessary guidance and instructions to its labour to carry out the jobs assigned to them by the Successful Bidder. The Successful Bidder shall also be responsible for payment of their wages and / or dues to its labour including compliance of hours of work and condition of employment

in consonance with the applicable law rules and laws. All liabilities arising out of violation of local laws and / or central laws with regard to labour shall be the Successful Bidder's responsibility. The Successful Bidder will on instructions of the **Assistant General Manager (P&E), SBI, LHO, New Delhi** or his/ her/ their representatives will immediately remove from the work, any of his employees/ labour(s) who may in the opinion of the Bank be found to be undesirable in the interest of the Bank itself and such personnel shall not be engaged again or allowed to work in the campus/ complex/ premises.

5. The Successful Bidder shall be responsible to register himself and obtain a valid license under the Occupational Safety, Health and Working Conditions Code, 2020 and Rules there under, and the Contract must comply with and carryout 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 the Act / Rules and the Successful Bidder shall indemnify the Bank against the penalties / claims or for any default on their part. It will be the Successful Bidder's responsibility to ensure that the obligations under this agreement are duly preformed and observed. The Successful Bidder shall also designate supervisor for proper supervision of the services to be rendered by the Successful Bidder and / or through its labour.

6. The Successful Bidder shall carry out improvements as may be needed for ensuring satisfactory service and shall take due notice of complaints about deficiency in services brought to his notice by the **Assistant General Manager (P&E), SBI, LHO, New Delhi** or his/ her/ their representatives or any other officer nominated by them, in this regard. The Successful Bidder shall submit the Daily Attendance and Complaint Register with action taken to the officer nominated by **Assistant General Manager (P&E), SBI, LHO, New Delhi** every day for further putting it up to the **Assistant General Manager (P&E), SBI, LHO, New Delhi**.

7. The Successful Bidder shall be responsible for any loss due to theft/ pilferage/ damage to the Bank's property under the Successful Bidder's area of service in the form of the fittings, fixtures, furniture or other equipment 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 other fault on the Successful Bidder's part or that of his supervisor or any of the Successful Bidder's labourers and the Successful Bidder shall be liable to pay to the Bank such amount in respect of such damages/ losses as may be assessed by the **Assistant General Manager (P&E), LHO, SBI, New Delhi** or any other officer authorized, in this regard. Further, the Successful Bidder shall personally be responsible for good conduct and satisfactory antecedent of his employees/labourers.

8. The Bank will not be responsible financially or otherwise for any injury/death caused to any staff of the Successful Bidder while executing the work under the agreement. The Successful Bidder shall be solely responsible to his employees/laborers for any injury etc. under Workmen Compensation Act or any other law, in force, applicable at the material time.

9 The Successful Bidder shall not permit any of his employees to use any area of the complex/ building/ premises for residential purposes.

10. All material and equipment required for day-to-day housekeeping will be provided by the Successful Bidder in sufficient quantity and these shall be of best quality and same shall be stored in safe storage, as approved by the Bank. **All expenses for cleansing materials shall be borne by the Successful Bidder.**

11. (i) The Successful Bidder 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 regulation and other regulation which are in vogue or will become applicable, in future.

(ii) The Successful Bidder 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 Govt. or by any other authority with respect to or covered by wages, salaries or other compensation paid or payable to persons/ laborers engaged by the Successful Bidder.

(iii) The Successful Bidder shall fully comply with all the applicable laws, rules and regulations relating to the Occupational Safety, Health and Working Conditions Code, 2020 and its rules , Provident Fund Act including the payment of P.F. Contribution, Code of Wages, 2019 , Code on Social Security, 2020 , ESI Act, , Essential Commodities Act, and /or such other acts 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.

(iv) The Successful Bidder shall be responsible for proper maintenance of all **Registers, Records and Accounts** so far as these relate to the compliance of any statutory provision/obligations. The Successful Bidder shall be responsible for maintaining record pertaining to Code of Wages, 2019 and for depositing the **P.F. Contributions**, if required, with authorities concerned.

(v) The Successful Bidder shall bind himself/ executor or administrator or successors 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 thereof or consequent upon any breach or default on the part of the Bidder in respect of violation of any of the provisions of Laws/ Acts/ Rules or Regulations having the force of law or any or any award or decision by any Competent Tribunal, Court or Authority in respect of the workmen or any one employed/ engaged by the Bidder in connection with this contract. Such indemnity bond must be furnished / executed on a non-judicial stamp paper with the applicable stamp fixed thereon. The cost of such stamp paper, demy paper etc. shall be borne by the Bidder.

(vi) The Successful Bidder shall be responsible for all the claims for its employees/ laborers and the said employees/ laborers of the Bidder shall not make any claims whatsoever against the Bank. The Successful Bidder's workmen will not have any right whatsoever to get absorbed in the Bank.

(vii) The Successful Bidder shall provide weekly off/ holiday to his laborers/ workmen as per labor laws, but it will be the Bidder's responsibility to ensure uninterrupted services to the Bank on all days **i.e. on Sundays and holidays as well i.e. seven (07) days a week. The Successful Bidder shall arrange for reliever.**

(viii) The Successful Bidder shall engage fully trained and adequately experienced workmen, who are medically fit. They should be free from all infectious contagious diseases.

(ii) All the dismantled materials shall be stored properly and returned to the Bank by the Successful Bidder or his representative (s).

12. 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 **Assistant General Manager (P&E), SBI, LHO, New Delhi** whose decision shall be final, conclusive and binding on the Successful Bidder.

13. The Successful Bidder shall deposit a **sum of 5% of the annual contract amount as security deposit with the Bank for due fulfilment and performance of the contract.** The security deposit shall be held with the Bank without interest in the form of Bankers Cheque with the State Bank of

India in the joint names of the Bank and the Successful Bidder and the deposit receipt will be kept in the custody of the Bank. The Security Deposit will be returned to the Successful Bidder 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 provided to him are duly accounted for and returned to the Bank in good working order and condition by the Successful Bidder 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.

14. The Successful Bidder shall have to execute an agreement as per the enclosed format (**Annexure-XI**) within seven days from the date he/they has/have been advised to do so, failing which his tender will be rejected and EMD will be forfeited. The Successful Bidder shall bear all the costs and expenses in respect of all charges, stamp duties etc. of the agreement. All the terms and conditions of the tender document even if not specifically mentioned in the agreement will also form an apart of the agreement.

15. The payment shall be made by the Bank on monthly basis on receipt of written request and submission of bills and after the receipt of satisfactory services certificate from the Residents Welfare Associations viz. their president/ secretary. All taxes, applicable as on date as per rules, shall be deducted at source from all bills of the Successful Bidder.

16 In case it is observed that the cleaning material used by the Successful Bidder 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 Successful Bidder **including imposition of a penalty of Rs. 5,000/- for each time.**

17. In case it is observed that the cleaning material used by the Successful Bidder 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 Successful Bidder **including imposition of a penalty of Rs. 5,000/- for each time.**

18. The Successful Bidder shall make arrangement of materials of approved makes required for repairs, upkeep and maintenance of all services such as existing plumbing/ sanitary installations and aluminium's/ iron/ woodwork in doors, windows, built-in cupboards including repair/ replacement, if any of pelmets, hardware, locks etc. during the month for which only material cost will be paid. Payment shall be made on market rates plus the Successful Bidder's profit and overhead which shall be inclusive of cartage etc. No labour charges will be paid for these items. The Successful Bidder will have to arrange all type of tools etc. for the purpose. After the contract is awarded, the Successful Bidder shall submit rates (inclusive of Bidder's profit and overhead of commonly used materials of approved makes for up-to-date repairs, upkeep and maintenance of all services and get the same approved from the Bank. Payment shall be made only based on approved rates. The items not envisaged/ covered in list of materials shall be paid on market rates plus quoted Successful Bidder's profit and overhead. The Successful Bidder shall carryout the above-mentioned works on requests from the occupants/ Residents Welfare Association only after confirmation and permission for carrying out such works by Premises & Estate Deptt., LHO, New Delhi.

19. The Successful Bidder shall supply black plastic bags of approved quality and make and of capacity approx. 10 Kg @ 30 nos. plastic bags per month per flat/ room to all the flats/rooms for collection of garbage from the T.H., at their cost.

20. The Successful Bidder shall be responsible for regular maintenance and watering of gardens, lawns, trees, shrubs, etc. including pruning of trees, cutting of hedge, maintenance of seasonal flowers etc. all complete at their cost. All the materials as may be required for the gardening and its regular maintenance like manure/ fertilizers/ pesticides/ saplings/ seeds/ seasonal flowers/ soil etc, if any. shall be arranged by the Successful Bidder, after getting the estimates for the same approved from the Bank, in advance. The Successful Bidder shall carry out the above-mentioned works only after confirmation and permission for carrying out such works by Premises & Estate Deptt., LHO, New Delhi.

21. The Successful Bidder shall make their own arrangement for sufficient tools, tackles, plants, equipment's, ladders, ropes, etc. as may be required for providing all services as mentioned, in an efficient manner.

22. The Successful Bidder shall make arrangement and maintain stock of all consumables like threads, safeda, grease, oil, screws, fevicol, nail, washer etc. as may be required in sufficient quantity cost of which shall be included in monthly charges. No extra payment shall be made by the Bank for providing these consumables.

23. The Successful Bidder shall keep and maintain a complaint register, at site for the residents to record any complaints/ suggestions by them and produce the same before the officer (s) nominated by **Assistant General Manager (P&E), SBI, LHO, New Delhi** for checking during their visit to the premises/ complex.

24. In case of an emergency, the Successful Bidder shall arrange extra labour during day/ night, as may be required, for which separate payment shall be made by the Bank based on minimum wages applicable on that date plus Successful Bidder's profit and overhead @ 10%.

25. In case the Successful Bidder fails to fulfil their obligations for any day, to the satisfaction of the Bank, for any reason (s) whatsoever, the Successful Bidder shall pay by way of **liquidated damages upto a sum of Rs. 500/- per day per workmen for the entire number of such days** and the Bank shall without prejudice to their other rights and remedies, be entitled to deduct such damages from the dues, if any, payable to the Successful Bidder besides its right to recover otherwise.

26. In case of abnormally lowest quoted rates, the Successful Bidder must submit a separate security deposit in form of Demand Draft in favour of SBI, New Delhi @10% of the cost difference of the amount of bidding and that of Estimate.

27. The **Scope of work** pertains to at SURYA VIHAR, GURUGRAM AND EAST KIDWAI NAGAR, NEW DELHI (along with common areas of the building as stated in work scope).

28. For Catering: - The Successful Bidder shall provide Bed Tea, Evening tea with light snacks, breakfast, lunch or dinner as per the menu card to the Bank's executive as a package. The cost of package per person for one day will be Rs.150/- and Bidder will be reimbursed for the same as detailed hereunder. The Successful Bidder will collect the nominal tariff from the Guest house officials for the food served as under: -

a- For availing food package **Rs.30.00** (From Bank's Executive/Officer on Official visit) and **Rs.150.00** (from Bank's Per person per day),

b- For availing Lunch or Dinner in addition to full food package: - As per **Annexure- B**.

29. The Successful Bidder must submit the bill as per the rates stated in **Annexure-A** against the services catered to the Bank's Officials.
30. The Successful Bidder must pay Cooking Gas charges or arrange for the cooking gas cylinder for the purpose, same shall be considered while quoting/bidding.
31. The Successful Bidder must provide all utensil, various accessories and consumables of high standard at his own cost. Tablecloth/ linen to be changed daily and washed at his own cost.
32. The Successful Bidder shall be provided by various equipment and appliances (viz: cooking range, Water coolers, Deep freezers, Crockery-cutlery and other equipment). The Successful Bidder shall maintain the proper record of the material issued and take care of same as a bailee, in terms of Indian Contract Act returning all these on expiry of contract.
33. The Successful Bidder shall not be allowed to sell food to person other than Bank's guest. Similarly, no entry to be given to the outsider or no eatables shall be served or no consumption of any consumable/s belonging to Bank.
34. In event of In-sufficient/ Bad quality/ Non serving of any eatables agreed upon to be served, the Bank within its right to make suitable penalty from the Successful Bidder's bill minimum @ Rs 500.00 per guest per day for entire number of such days.
35. The Successful Bidder will provide hand wash branded liquid soap, toilet paper and other related toiletries/ commodities for the smooth functioning of SBI Transit House at SURYA VIHAR, GURUGRAM AND EAST KIDWAI NAGAR, NEW DELHI.
36. The Scope of work is not limited to what stated herein, and during exigencies the Successful Bidder will have to make arrangement for the maintenance, catering etc provisioning for 10% of the tender.
37. The Successful Bidder must plan for the services of plumber, electrician and carpenter as per the requirement without any extra cost.

Signature & Stamp of the Tenderer

ANNEXURE- II

SCOPE OF HOUSE KEEPING & MAINTENANCE WITH CATERING (INCLUDING PLUMBING, SANITARY, CARPENTRY, PEST CONTROL & ANTI TERMITE TREATMENT) SERVICES.

(The scope as mentioned below is indicative and not exhaustive and any work not mentioned specifically under this section but mentioned elsewhere in the tender document shall also be covered in the scope of works to be carried out by the Bidder)

A. Activities (including cost of all consumables, tools and tackles etc.) to be carried out by the Successful Bidder (to be considered while quoting the rates):

1. The Successful Bidder under catering services shall provide Bed Tea, Evening tea with light snacks, breakfast, lunch or dinner as per the menu card to the Bank's executive as a package. The cost of package per person for one day will be Rs.150/- and the Successful Bidder will be reimbursed for the same as detailed hereunder. The Successful Bidder will collect the nominal tariff from the Guest house officials for the food served as per the **Annexure-A (enclosed)**. The Successful Bidder must submit the bill as per the rates stated in Annexure-A against the services catered to the Bank's Officials.
2. The Successful Bidder must **pay Cooking Gas charges or arrange for the cooking gas cylinder** for the purpose, same shall be considered while quoting/bidding, the Successful Bidder must provide all utensil, various accessories and consumables of high standard at his own cost. Tablecloth/ linen to be changed daily and washed at his own cost.
3. Repairs, upkeep and maintenance of all services such as existing plumbing/ sanitary installations and aluminum/ iron/ wood and carpentry work in doors, windows, built-in cupboards including repair/ replacement, if any of pelmets, hardware, locks, AC points, calling bells, switches, wiring etc. during the month for which only material cost will be paid separately by the Bank (as mentioned in detail at relevant clause of the terms and conditions) of at SBI Transit House at SURYA VIHAR, GURUGRAM AND EAST KIDWAI NAGAR, NEW DELHI Pest control for warding off flies, mosquitoes including spraying with Finit / Baygon spray, disinfection treatment/ fogging and anti-termite treatment in the flats and entire premises/ complex of at SBI Transit House at SURYA VIHAR, GURUGRAM AND EAST KIDWAI NAGAR, NEW DELHI. The monthly price quoted should be such to cover all rooms of at SBI Transit House at SURYA VIHAR, GURUGRAM AND EAST KIDWAI NAGAR, NEW DELHI, *New Delhi*. (Rates quoted should be justifiable with an Analysis of rates, incase required to be submitted to the committee).
4. The Successful Bidder shall maintain electrical installations and plumbing work as and when required by qualified electrician, plumber and carpenter, equipped with proper tools. The cost of replacement of items, which are irreparable shall be borne by the Bank (excluding labour charges).
5. The scope of electrical maintenance shall include the labour component of operation and maintenance of various electrical cables, fans, fixtures, fittings, geysers, refrigerators, room heater/blowers, water supply pumps, bore well, solar heating system etc. The cost of replacement of these items, when irreparable, shall be borne by the Bank. However, LED lamps, fluorescent/T - 5 tubes, starters, chokes etc. shall be replaced by the Successful Bidder, as and when required, at his cost. All these items shall be handed over by the Successful Bidder in running condition at the time of termination of contract. Similarly, the Bank shall hand over these items in running condition at the beginning of contract.

6. The Successful Bidder will be responsible to attend to all complaints within the purview of the contract. He will also be responsible to communicate immediately any complaint of sickness, mishap, accident etc. to **The Assistant General Manager (Premises & Estate Deptt.), SBI-LHO, New Delhi-110001.**

B. Activities to be carried out by the Successful Bidder for which the price is not to be quoted, but only material cost will be paid separately by the Bank (as mentioned in detail at relevant clause of the terms and conditions).

7. Materials of approved makes required for repairs, upkeep and maintenance of all services such as existing plumbing/ sanitary installations and aluminum/ iron/ wood and carpentry work in doors, windows, built-in cup-boards including repair/ replacement, if any of pelmets, hardware, locks, AC points, calling bells, switches, wiring etc. during the month of Integrated Facility Management Services (Housekeeping & Maintenance Services) for SBI Transit House at SURYA VIHAR, GURUGRAM AND EAST KIDWAI NAGAR, NEW DELHI Supply of potted plants on specific requests of Residents Welfare Association and other materials as may be required for the gardening and its regular maintenance like manure/ fertilizers/ pesticides/ saplings/ seeds/ seasonal flowers/ soil etc of SBI Transit House at SBI Transit House at SURYA VIHAR, GURUGRAM AND EAST KIDWAI NAGAR, NEW DELHI. The Successful Bidder shall carry out the above-mentioned works only after confirmation and permission for carrying out such works by Premises & Estate Deptt., LHO, New Delhi.

NOTE

- i) The Successful Bidder's staff and workmen shall wear immaculate dress with company's logo and photo identity card.
- ii) The Successful Bidder shall ensure to provide high standard catering services (along with food items), timely and without fail.
- iii) The Successful Bidder shall ensure to provide good quality Naphthalene Balls, Odonil, Phenyl, Toilet Soap, Vim, Detergents, Liquid Soap, Toilet paper, Urinal Cubes, Room Fresheners, Air Fresheners etc. of approved makes such as Cleanzo, Harpic etc. from time to time and as and when required. The quality and quantity shall be approved/ determined by the Bank.
- iv) 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 Successful Bidder **including imposition of a penalty of Rs. 5,000/- for each time.**

Signature & Stamp of the Tenderer

PERIODICITY CHART OF HOUSE KEEPING & MAINTENANCE SERVICES

(a)	Sweeping & Mopping	
	Rooms	Once a day and on change of occupancy.
	Lobbies & Corridors, Drawing room, dining hall	Once a day and when warranted
	Staircase	Sweeping twice a day, moping once a day
	Open terraces, Road/Pavements/stilt parking	Sweeping/mopping once a day.
(b)	Cleaning of waste and garbage from flats etc.	Once a day and on change of occupancy
(c)	Disposal of garbage and wastepaper to the Municipal Garbage	Once a day.
(d)	Dusting of furniture	Once a day.
(e)	Dusting and cleaning of doors externally	Once a week.
(f)	Vacuum cleaning of carpets/ door mats	Once a week
	Cleaning of toilets / WC's/Washbasins	Once a day and on change of occupancy
(i)	Cleaning of windowpanes / wall panelling	Once a week.
	Cleaning of bathroom tiles/fittings	Once a week.
(j)	Cleaning of fans/switchboards/walls/tube-lights / wall –hanging	Once a week.
(k)	Opening of clogged drains /sewer lines	As and when required but at least once in a fortnight.
(l)	Maintenance and operation of Electric fittings, water pumps, compound lights etc.	On an on-going basis.
(m)	Changing of fuse CFL, fluorescent/ T-5 tubes etc.	Whenever required.
(n)	General checking of all toilet's fittings and sanitary accessories	On change of occupancy.
(o)	Washing/dry cleaning of bed sheets, towels, pillow covers	Once in three days
(p)	Cleaning & disinfection of overhead and underground water storage tanks.	Once in three months.

Signature & Stamp of the Tenderer

SAFETY CODE

The Safety Code must be observed by the Successful Bidder as under:

1. These shall be maintained in a readily accessible place, first aid appliances including adequate supply of sterilizers, 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 hospitalization.
3. Suitable and strong scaffold should be provided for workmen for all works that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cms. (clear) and the distance between two adjacent rungs shall not be more than 30 cms. When a ladder is used, extra labourers shall be engaged for holding the ladder.
5. Every opening in the floor of a building/ block 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 as to render it unsafe.
7. Suitable face masks and disposable gloves 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 and free from defects.
9. The Successful Bidder will ensure that all types of safety measures as advised by Government are taken care of during the performance of work.
10. Safety belts/harness and helmets shall be used while working on chajja/ terrace of buildings.
11. Considering the COVID-19 conditions, Bidders/ Vendors, must follow statutory guidelines/norms stated by the Government for COVID-19, meticulously.
12. The Successful Bidder shall ensure strict compliance with all applicable statutory requirements and prescribed safety, hygiene and sanitation standards in the operation and maintenance of kitchen and dining/catering areas. The Successful Bidder shall, always:
 - (a) Maintain adequate fire safety measures at the site and provide fire safety and hygiene training to the deployed staff periodically from the Govt./Bank approved agencies.
 - (b) Ensure that all the supplied equipment's/materials should be maintained as per Bureau of Indian Standard (BIS).
- © Ensure to pest and rodent control treatment in the kitchen, dining area, stores and other area wherever required, once in a quarter and it should be recorded. Expenses of pest control shall be borne by the Bank subject to submission of bills.
13. always: to fire safety measure, proper disposal of garbage, periodic pest control of kitchen and dining area, uses of material from ISI & Agmark.

Signature & Stamp of the Tenderer

PENALTY

1. The Bank is at liberty to impose suitable penalty as per relevant tender clause and deduct the same either from the bills submitted by the Successful Bidder or at its discretion from the security deposit for any damage caused to Bank's property by the Successful Bidder or for unsatisfactory work.
2. The Successful Bidder shall while maintaining or repairing the plumbing/ carpentry/ minor masonry and development works at the aforesaid complex only for the aforesaid maintenance and repair purposes, use the aforesaid and not to any other purpose and any violation or breach of this condition shall make the Successful Bidder 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 Successful Bidder shall keep all the walls floors, carpets tools and structures of the various buildings in the aforesaid complex and water drainage mains and pipes and sanitary apparatus of whatsoever nature in good, substantial and sanitary repair and proper working order and condition while carrying out the maintenance and repairs operations of the aforesaid work and shall not come cause any damage or destruction to the aforesaid fixtures and fittings and material and the Successful Bidder expressly undertake to indemnify and keep the Bank indemnified from all monetary losses. Legal actions proceedings suffer the Bank and pay all the costs charges of expenses and whatsoever nature immediately on demand by the Bank.
4. The Successful Bidder specifically agrees 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.
5. Bank reserves the right to impose penalty for minor faults like absent of workman/ delay in works etc.

Signature & Stamp of the Tenderer

**DECLARATION REGARDING MINIMUM WAGES TO BE PAID BY THE
SUCCESSFUL BIDDER TO CONTRACT LABOURS**

(This declaration is submitted to enable the Bank to satisfy itself regarding the Successful Bidder's commitment to comply with the provisions of the Code of Wages, 2019 and other applicable labour laws.)

1. I/WE hereby declare that wages proposed to be paid to the contract labour/manpower engaged for the above services/work shall not be less than the applicable minimum wages notified by the appropriate Government from time to time, excluding employer contribution of EPF but including employee contribution of EPF etc

The proposed wages are as under. However, these wages shall be changed as and when notified by the Government from time to time.

Category	Wages Per Day (in Rs.)	Wages in words.
Skilled Contract Labour/Manpower:	Rs.1008/-	(Rupees one thousand eight hundred only)
Semi-skilled Contract Labour/Manpower:	Rs. 918/-	(Rupees Nine hundred eighteen only)
Un-skilled Contract Labour/Manpower:	Rs. 827/-	(Rupees Eight hundred twenty-seven only)

Place:

Date:

Signature with seal of the Bidder

Name in block letters:

Address:

Signature & Stamp of the Tenderer/Bidder

DECLARATION OF NEAR RELATIVES OF SBI EMPLOYEES

I/We.....S/o/D/o.....
..... residing at
..... hereby certify that none of our
relatives (s) as defined in the Tender Document is/ are employed in SBI as per details given in
Tender Document. In case at any stage, it is found that the information given by me is false/incorrect,
SBI shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

(The near relatives are members of a Hindu Undivided Family (HUF)/ husband and wife/ the one
related to the other in the manner as father, mother, son (s) and son's wife (daughter- in- laws),
daughter (s), husband (son-in-law), brother (s) and brother's wife, sister (s) & sister's husband
(brother-in-law).

Place :

Date :

Signature with seal of the Bidder

Name in block letters:

Address:

Signature & Stamp of the Tenderer/Bidder

UNDERTAKING

To
The AGM (Premises & Estate),
State Bank of India,
5th floor, 'D' block,
Local Head Office, 11, Parliament Street, New Delhi.

Dear Sir,

Sub.: - integrated facility management services (Housekeeping & maintenance with catering services) for SBI Transit House at SURYA VIHAR, GURUGRAM AND EAST KIDWAI NAGAR, NEW DELHI.

I/ We refer to the tender notice issued by you for "integrated facility management services (housekeeping & maintenance with catering services) for SBI Transit House at SURYA VIHAR, GURUGRAM AND EAST KIDWAI NAGAR, NEW DELHI ,in connection with the above. We hereby certify that we have gone through the Tender Document, and we have fully understood the conditions herein. We hereby assure that we will comply with the conditions and submit monthly compliance statements regarding minimum and other labour related statutory requirements like Minimum Wages, EPF, ESI, Bonus, Leave Coverage etc.

1. I undertake to submit in Hard copy the tender document along with all terms & Conditions, Specifications and subsequent annexure and corrigendum duly signed and stamped by authorized representative/ signatory on becoming L1. However, we accept all the terms and conditions along with the specifications defined in the tender documents.
2. I/ We hereby offer to perform, provide, execute, complete and maintain the works in conformity with the conditions of contracts & specifications schedule of quantities relating to the works.
3. I/ We have satisfied myself/ ourselves as to the site conditions, examined all aspects of the tender conditions, subject to above, I/ We do hereby agree, should this tender be accepted in whole or in part, to:
4. Abide by and fulfil all the terms and provisions of the said conditions annexed hereto
5. Complete the works within (till the validity of the contract) as per the work programme enclosed with the tender in two or three shifts if considered necessary by the Employer/ Consultants at no extra cost to the Employer.
6. I/ We have deposited an Rs 43,000/- (Rupees Forty Three Thousand only) in the form of Demand Draft/ Banker's Cheque drawn in favour of SBI payable at Delhi/NCR, respectively which I/ We note, will not bear any interest and is liable for forfeiture.
 - a. If our offer is withdrawn within the validity period of acceptance by the Employer.
Or
 - b. If the contract agreement is not executed by us within 7 days from the date of receipt of the letter of acceptance.
Or
 - c. If we fail to pay the initial security deposit as stipulated.
Or

- d. If the work is not commenced within 7 days after issue of work order.
7. I/ We understand that you are not bound to accept the lowest or any tender you receive.
 8. The intending bidders shall be asked to quote their offers in terms of Individual item wise unit rate and amount for that item and the total cost of the project he will be willing to execute the work.
 9. The "Percentage discount Offer" (if any discount provided by Bidder) shall be uniformly applicable to each item including all sections/ sub-sections/ sub heads of the Tender.
 10. The process of online re-bidding amongst two or more Bidders offering same rates shall continue till L-1 bidder is discovered.
 11. In case any of such Bidder(s) (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 Bidder before acceptance. The earnest money of such Bidders shall be forfeited.
 12. In case all the lowest Bidders those have quoted same tendered amount, refuse to participate in online revised bidding process for the project, the EMD of such Bidders shall be forfeited and the tenders shall be re-invited for the project.
 13. The Bidder(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process for the said project.
 14. ASD/APG shall be applicable if the bid price is below 7.5% of the estimated cost put to the tender.
 15. The amount of such ASD/APG shall be the difference between 92.5% of estimated cost put to the tender and the quoted price.
 16. Bank Guarantee or FDR receipt favouring our Bank but drawn on any other nationalized Bank will also be accepted as ASD/APG. The Performance guarantee will be released after successful completion of the work.
 17. Based on the work to be carried out, we estimate that it will require **04 Skilled and 04 unskilled** workers approx. in above stated locations daily to execute the said work. We agree to provide for the above-mentioned number of workmen in each category on daily basis and increased number of workmen, if any, as per requirement of SBI and it shall be binding on us to pay under the Minimum Wages Act the total pay and statutory benefits to the workmen on the number of man day basis. SBI reserves the right to increase or decrease the manpower as per the requirement at the site during the contract period.
 18. We shall maintain all the necessary registers, record as per the existing Labour Laws and agree to maintain additional registers, record as directed by the Bank from time to time. All

the workmen working with us in SBI residential flats shall be given Identity Cards with photographs and it will be ensured by us that they carry the same without fail.

19. We also agree that in case any workmen working with us, discontinues his service for any reason or terminated, transferred etc., it will be binding on us to report the same to SBI immediately and there will not be any replacement unless agreed to by both the parties.
20. We also agree that the charges would be paid to us based on actual presence of the No. of workmen working on any given day and the man day basis charges shall be worked out based on considering **26 working days** in a month.
21. We have noted that the rise in Special Allowance declared by the Govt. Authorities in each year shall be paid to the workmen along with other direct/indirect benefits by us.

Dated:
Tenderer/Bidder

Signature & Stamp of the

(On non- judicial stamp paper of Rs. _____/-)

BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

B.G.No. _____ Value Rs. _____

State Bank of India,
(Address)

**Sub: Bank Guarantee of Rs _____ towards Security Deposit for the Work of State Bank of India.
(Name of Branch/Office)**

Dear Sir,

WHEREAS..... (Name and address of Bidder/ vendor) (hereinafter called the Bidder) have entered into contract for (Name of Work) with State Bank of India (SBI) as mentioned in the letter No..... dated and the correspondence, agreement and tender relating thereto which is hereinafter referred to as "the said contract" the Bidder has now agreed to produce a Bank Guarantee amounting to 5% of the annual contract value to State Bank of India for performing their part of the contract obligations.

AND WHEREAS in terms of said contract, the Bidder is required to furnish to State Bank of India a Guarantee of a Scheduled Bank for a value of Rs..... to be valid up to (date).

AND WHEREAS (Name of Bank and its branch) having their office at (address) the Guarantor, at the request of the Bidder hereby furnishes a bank guarantee in favour of State Bank of India and Guarantees in the manner hereinafter appearing. In consideration of the premise, we (name of Bank and its branch) having our office at (address) here after called the "Guarantor" (which expression shall include it successors and assigns) hereby expressly, irrevocably &unreservedly undertaken and guarantee under that if the Bidder fails to execute the work according to his obligations under the said contract, then notwithstanding any dispute between State Bank of India and the Bidder the Guarantor shall, on demand without demur and without reference to the Bidder pay to State Bank of India immediately any sum claimed by State Bank of India under the said contract up to a maximum amount of Rs. _____ (Rupees only).

In case the amount demanded by State Bank of India is not paid within 48 hours of receipt of demand, the Guarantor agrees to pay the aforesaid amount of Rs...../- (Rupeesonly).

i) Such payment shall be notwithstanding any right the Bidder may have directly against State Bank of India or any disputes raised by the Bidder with State Bank of India or any suits or proceedings pending in any competent court or before any arbitrator. State Bank of India's written

demand shall be conclusive evidence to the Guarantor that such payment is payable under the terms of the Contract and shall be binding in all respect on the guarantor.

ii) The Guarantor shall not be discharged or released from the undertaking and Guarantee, by any arrangement, variations made between SBI and the Bidder and or indulgence shown to the Bidder by SBI, with or without the consent and knowledge of the guarantor or by alterations in the obligations of the Bidder by any forbearance, whether as to payment, time performance or otherwise.

iii) This guarantee shall remain valid until (date of expiry of BG) or as may be caused to be extended by the Bidder or until discharged by SBI in writing whichever is earlier.

iv) This guarantee shall be a continuing guarantee and shall not be revocable during its currency except with the previous written consent of SBI.

v) This guarantee shall not be affected by any change in the constitution of the Bidder, by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.

vi) In order to give effect to this guarantee SBI will be entitled to act as if the Guarantor were the principal debtor and the Guarantor hereby waives all and any of its rights or surety ship.

vii) This guarantee shall continue to be in force notwithstanding the discharge of the Bidder by operation of law and shall cease only on payment of the full amount by the Guarantor to SBI of the amount hereby secured.

viii) This guarantee shall be in addition to and not in substitution for any other guarantee or security for the Bidder given or to be given to SBI in respect of the said contract.

ix) Any notice by way of request and demand or otherwise here under may be sent by post or any other mode or communication to the guarantor addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in providing such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of SBI that the envelope was so posted shall be conclusive.

x) These presents shall be governed by and constructed in accordance with Indian Law.

xi) Notwithstanding anything contained hereinbefore the liability of the guarantor under this guarantee is restricted to a sum of Rs. _____ This guarantee will remain valid upto _____ unless a demand or claim under this guarantee is made in writing on or before _____ the guarantor shall be discharged from all liability under the guarantee thereafter

Dated..... For (Name of Bank) (Signature/s with designation/s of signatory/ies)

(Name and Stamp of Bank)

ANNEXURE- X**LIST OF APPROVED BRANDS/ MAKES & TENTATIVE QUANTITIES OF HOUSE KEEPING MATERIALS**

One of the following makes of the material shall be used. The Bidder will have to get the sample approved from SBI whose decision shall be binding on the Bidder. The condition is also applicable for any material, not mentioned in the specification or schedule of work. No deviations are allowed in these even during/ after Tender. **The items/ materials and their quantities as mentioned below are indicative and not exhaustive.** The Bidder shall make their own assessment of the materials and quantities of materials based upon the scope/ schedule of work and site visit before quoting the rates (**viz; Newspapers, DTH TV recharges HD Channels 21 TVs, Cooking gas charges & miscellaneous charges as per the requirement**) . Claims on account of under assessment of the materials and quantities of various housekeeping materials without examination and assessment of the scope/ schedule of work and site visit shall not be entertained at a later stage.

S. No.	House Keeping Material	Brand/ Make	Tentative Quantity (per Month)
1	Black Plastic Garbage Bags (capacity approx. 10 Kg)	Standard make approved by Bank.	50 nos. per month
2	Hard Broom (Seekh) with wooden rod/ handle.	Standard make approved by Bank.	3 Nos.
3	Soft Broom (Phool)	Standard make approved by Bank.	5 Nos.
4	Bleaching Powder & Cleaning Acid	Standard make approved by Bank.	5 Kg & 3 Litre respectively.
5	Detergent	Vim	7 Kg.
6	Detergent	Surf	10 Kg.
7	Floor Duster (Rough Texture)- 24"X24"	Standard make approved by Bank.	14 Nos.
8	Table Duster (Soft Texture)- 24"X24"	Standard make approved by Bank.	14 Nos.
9	Phenyl	Cleanzo/ Gaiinda/ Doctor	8 Litre
10	Glass Cleaner	Colin	5 Litre
11	Pesticides	Baygon/ Finit/ Hit	As per requirement.
12	Anti Termite Chemical	Terminator/ Termigaurd/ Termisolve	As per requirement.
13	Tissue Paper Roll	Standard make approved by Bank.	As per requirement in common facilities.

14	Air Freshener Block	Odonil/ Air Wick/ Godrej	As per requirement in common facilities (In toilets).
15	Liquid Soap Bottle	Dettol/ Lifebuoy/ Savlon	As per requirement in common facilities.
16	Toilet Rim Block	Harpic/ Domex/ Odonil	As per requirement in common facilities.
17	White Duster (Soft Texture)- 24"X24"	Standard make approved by Bank.	10 Nos.
18	Insecticides (for flies)	Baygon/ Finit/ Hit	As per requirement (Tentatively 6cans X 425ml)
19	Fragrance room spray	Odonil/ Godrej/ Ambipur or equivalent	As per requirement (Tentatively 10 cans X 150ml)
20	Toilet Paper roll	Premier/ Eternity/ Paseo or equivalent	As per requirement (tentatively 16 nos)
21	Tissue paper	Premier/ Eternity/ Paseo or equivalent	As per requirement (tentatively 24 nos)
22	Metal Polish (for cleaning)	Brasso/ Silvo or equivalent	As per requirement (tentatively 01 nos X 100 ml)
23	Floor Viper	Scotch Brite or equivalent	03 no
24	Toilet Brush	Scotch Brite or equivalent	03 No.
25	Scouring cum Sponge Scrubber	Scotch Brite, Milton or equivalent	10 No.
26	Plastic/ Nylon Kitchen Scrubber	Scotch Brite or equivalent	06 No
27	Plastic mug (for bathroom Bucket)	Polyplast/ Jojo/ Nilkamal/ Supreme or equivalent	Nil
28	Plastic Bucket (for Bathroom)	Polyplast/ Jojo/ Nilkamal/ Supreme or equivalent	Nil
29	For Horticulture work (Good quality earth, organic manure, planters, flowering plants)	As per prevailing market conditions	As per requirement.
30	Any Other Material	Standard make approved by Bank.	As per requirement.

Signature & Stamp of the Tenderer

ANNEXURE-A**RATE LIST FOR CATERING SERVICES AT TRANSIT HOUSE****A- BREAKFAST**

ITEMS	RATE	ITEMS	RATE
Bread, Butter, Jam (4 pieces)	Rs. 15/-	Dosa/Idli , Poha (1Dosa/2 Idlis / 1 Plate Poha / Upama)	Rs. 15/-
Corn Flakes with Milk	Rs. 15/-	Bread Roll / Veg Cutlets – 02 Pieces	Rs. 15/-
Fruits	Rs. 15/-	Stuff Paratha – 02 Pieces	Rs. 15/-
Juices	Rs. 15/-	Puri with Aloo / Chhole – 05 Pieces	Rs. 15/-
Tea / Coffee	Rs. 05/-	Veg. Pakora – 01 Plate (125 gm.)	Rs. 15/-
Curd / Milk	Rs. 10/-	Bread Pakoras – 02 Pieces	Rs. 15/-

TOTAL COST OF BREAKFAST PER PERSON **Rs. 50/-** (ANY THREE ITEMS WITH COFFEE / TEA)

B- LUNCH / DINNER**VEGETARIAN**

ITEMS	RATE
Soup	Rs. 05/-
Chapati, Rice, Dal, Seasonal Vegetables	Rs. 25/-
Premium Vegetable	Rs. 25/-
Curd / Raita	Rs. 10/-
Papad / Salad	Rs. 05/-
Fruit / Desert	Rs. 10/-

NON-VEGETARIAN

(Any one of the following in place of Premium Vegetable)

ITEMS	RATE
Chicken	Rs. 25/-
Mutton	Rs. 25/-
Egg-Curry	Rs. 25/-
Fish Preparation	Rs. 25/-

TOTAL COST OF MEAL PER PERSON **Rs. 80/-**

C- BED TEA

ITEMS	RATE
Bed Tea	Rs. 05/-

D- EVENING TEA WITH LIGHT SNACKS

ITEMS	RATE
Evening Tea with Light Snacks	Rs. 15/-

Note: Kitchen Services from 6:30 A.M. to 10:30 P.M.

ANNEXURE – B**MENU CARD FOR CATERING SERVICES****A.- BREAKFAST**

S. No.	Regular	Optional	Days
1	Bread & Butter	Dosa / Bread Rolls	Monday
2	Butter Toast with Jam	Idli / Stuffed Parantha	Tuesday
3	Corn Flakes with Milk	Upma / Chhole Puri	Wednesday
4	Seasonal Fruits	Poha / Alloo Puri	Thursday
5	Juices	Dosa / Vegetable Pakoras	Friday
6	Tea / Coffee	Idli / Bread Pakoras	Saturday
7	Curd / Milk	Upama / Vegetable Cutlets	Sunday

B-LUNCH / DINNER

<u>S. No.</u>	<u>On All days</u>	<u>Vegetarian Optional</u>	<u>Non-Veg Optional</u>	<u>Days</u>
1	Chapati	Sahi Paneer	Chicken	Monday
2	Rice	Mashroom Mutter	Mutton	Tuesday
3	Dal	Mutter Paneer	Egg-Curry / Fish Preparation	Wednesday
4	Seasonal Vegetable	Mashroom Mutter	Chicken	Thursday
5	Papad, Salad	Paneer Bhujia	Mutton	Friday
6	Curd / Raita	Karahi Paneer	Egg-Curry / Fish Preparation	Saturday
7	Fruits / Desert	Sahi Paneer	Chicken	Sunday

SOUP

<u>Tomato Soup</u>	Monday, Wednesday, Friday and Sunday
<u>Vegetable Soup</u>	Tuesday, Thursday and Saturday

C- BED TEA**D- EVENING TEA / COFFEE WITH LIGHT SNAKS SUCH AS BISCUITS, VEG PAKORAS, WAFFAERS ETC.**

The above Menu is subject to revision at the discretion of the Bank and time at short notice.

ANNEXURE-C**LIST OF INDICATIVE BRANDS OF ITEMS TO BE USED IN CATERING***

S. No.	ITEMS	BRAND
1	Milk	Mother Dairy / Parag / Paras / Amul / Patanjali
2	Bread	Harvest / Britannia
3	Butter	Amul /Parag / Verka / Vita
4	Jam	Kisan / Tops
5	Tomato Sauce	Kisan / Maggi
6	Chilli Sauce	Kisan / Maggi
7	Tea / Tea Bags	Tajmahal / Twinnings
8	Coffee	Nescafe / Brue
9	Refined Oil / Ground Nut Oil	Sundrop / Fortune / Nature Fress
10	Vanaspati Ghee	Patanjali / Amul / Dalda / Rath
11	Mustered Oil	Kanodia / Patanjali / Fortune / Pansari
12	Rice	Basmati of Good Quality not less than Rs. 75/-
13	Sugar	Good Quality of Reputed Brand
14	Atta / Maida / Besan	Shakti Bhog / Ashirwad / Rajdhani / Aahar
15	Pulses	Good Quality of Reputed Brand
16	Spices	MDH / Everest / Catch
17	Fruits / Vegetables	Seasonal fresh quality
18	Salad	Green fresh Salad of Good Quality & verities
19	Ice cream	Mother dairy / Amul /Kwality / Vaidilal

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

(Refer annexed file/section in portal for detailed Bill of Quantities for Financial/ Price Bid)

SCHEDULE-II

Integrated Facility Management Services (Housekeeping & Maintenance with catering services) for SBI Transit House at SURYA VIHAR, GURUGRAM AND EAST KIDWAI NAGAR, NEW DELHI.

FINANCIAL/ PRICE BID

S.No.	DETAILS OF WORK	BASIC + VDA (for 26 days) + EPF+ ESIC + LEAVE COVERAGE (EL + NH) If and whenever applicable +LWF per Labour-If applicable	UNIT	QTY.	AMT. (Rs.) PER MONTH
1	2	3	4	5	6
	SCOPE OF WORK:- SITE/SCOPE OF WORK/ AREA OF SERVICES (HOUSEKEEPING & MAINTENANCE BOTH EXTERNALLY & INTERNALLY): The contractor shall engage sufficient number of able, trained, efficient, neat & clean (viz., with trim hair cut, mustache, nail cut) healthy, honest, well behaved and skilled persons including supervisor(s), as per Annexure – I, The Contractor under catering services shall provide Bed Tea, Evening tea with light snacks, breakfast, lunch or dinner as per the menu card to the Bank's executive as a package. The cost of package per person for one day will be Rs.150/- and contractor will be reimbursed for the same as detailed hereunder. The Contractor will collect the nominal tariff from the Guest house officials for the food served as per the Annexure-A (enclosed), The Contractor has to pay Cooking Gas charges or arrange for the Cooking gas cylinder for the purpose, same shall be considered while quoting/bidding, Contractor has to provide all utensil, various accessories and consumables of high standard at his own cost. Table cloth/ linen to be changed daily and washed at his own cost, including Electrical, Carpentry, Masonry, welding, pest control, plumbing, sanitation's and various works clearly mentioned in the tender document for conclusion of work scope. Manpower : Skilled - (Supervisor- 01, Main Cook- 01), Semi-Skilled - (Assistant Cook) - 0, Unskilled- Housekeeping Staff - 04, Attendants/ Room Boys cum helper/sweeper).				
A	Cost of labour				
(i)	Skilled	36703.31	Nos.	2	73406.62
(ii)	Semi-Skilled	33434.04	Nos.	0	0.00
(iii)	Unskilled	30128.45	Nos.	4	120513.80
B	Cost of cleaning of underground reservoir and overhead tanks, operation of underground reservoir and overhead tanks as per terms and conditions and periodicity mentioned in Schedule- I at relevant annexures of the tender document & aforesaid etc. complete (To be quoted by Bidders in Box B 6).	N/a	LS	LS	
C	Cost of pest control for warding off flies, mosquitoes including spraying with Finit / Baygon spray, disinfection treatment/ fogging and antitermite treatment in the entire premises/ complex as per terms and conditions and periodicity mentioned in Schedule- I at relevant Annexures of the tender document & aforesaid etc. complete The	N/a	LS	LS	

	monthly price quoted should be such to cover full premises in a quarter. Contractor shall strictly ensure to comply with standards of the quality and quantity of materials used, as prescribed by the Bank. (To be quoted by Bidders in Box C 6).				
D	Estimated Cost of consumables items (as per List of Consumables items ANNEXURE - X) Rs.20000/- exclusive of GST, which will be variable as per NIT/Tender documents. (To be quoted by Bidders in Box D 6). For more details, please refer tender documents.	N/a	LS	LS	
E	Total (A TO D) (in Rs.)				193920.42
F	Contractor Profit & overhead etc in percentage % including statutory taxes, levies, admin, service and misc. charges and all including any others benefit/compensation payable to the laour under statutory requirements e.g. labour act, EPF etc either directly to the labour or otherwise. (Minimum 3.85 % as per GeM norms) IF QUOTED BELOW 3.85% THE BID WILL BE DISQUALIFIED				0.00
G	Total (E + F)				193920.42
H	GST 18% (As on date, will be paid as per Government rule) on G				34905.68
I	GRAND TOTAL (G+ H) INCLUDING GST			In Rs.	228826.10
J	TOTAL PRICE FOR ANNUAL SERVICE INCLUDING GST (should match in GeM portal for Total Bid Value Lumpsum quote)	Value of Box - J-6 should be entered in GeM portal for Total Bid Value (Lumpsum quote)		Annual (for 12 Months)	2745913.15
Note:					
1. Contractor has to quote the amount for contractor profit in Box F5 keeping in mind that the payment to the labour will be made strictly as per the Govt norms as applicable at relevant time.					
2. Only statutory labour wages and GST will be revised and paid applicable at relivant time as per Govt. notifications and circulars applicable to Delhi on production of documentary proof by the Contractor.					
3.No column should be left blank or filled zero, otherwise bid will be treated as invalid and rejected. Bidders can quote only for 2 digits after decimals (for example 50.12) quoting beyond 2 decimal places will lead to rejection of bid and non-consideration of the quote from the bidder, subsequently. Only Blue colour Boxes to be filled by Bidder, in case of tempering of locked cells bids will be rejected. Negative input value will also be treated as invalid, and the bid will be rejected.					
4. Contractor Profit is including Service Charge and Admin Charge wherein ADMIN. CHARGES are towards providing; Shoes, Uniform, Seasonal Outfit, Training, Medical Check-ups etc to the labour time to time as per Labour Law.					
5. Minimum Wages Norms as on the date of issue of NIT as per Central Govt. Minimum Wages Norms (The below mentioned components and their calculations are indicative and for reference purpose only. If any component is not applicable as per mandatory statutory obligations, the same shall not be paid by the Bank).					
6. The total value for the annual services is not the final value. The final value will be after quoting the green field which will be equal to the value quoted on the GeM portal.					
Sl. No.	Head	Rate/ Percentage	Unskilled	Semi- Skilled	Skilled
1	Basic + VDA	1 day	827	918	1008.00
		26 days	21502.00	23868.00	26208.00
2	EPF on S. No. (1)	13	2795.26	3102.84	3407.04
3	ESIC on S. No. (1) (3.25 % on maximum Rs 21000)	3.25	0.00	0.00	0.00
4	Bonus on S. No. (1), if applicable. 8.33 % (up to Basic Maximum Rs 21,000) on Rs 7000	8.33	0.00	0.00	0.00
5	Leave Coverage (EL + NH) on S. No. (1), if and whenever applicable.	6.75	1451.39	1611.09	1769.04
6	LWF on S. No. (1), if applicable. (@ Rs 2.25 per labour quarterly) will be paid separatly as per Govt norms		0.00	0.00	0.00
7	EDLI 0.5% (subject to a maximum of Rs. 75)		75.00	75.00	75.00
8	Sub- total		25823.65	28656.93	31459.08
9	Releiver Charges, (However actual payment shall be done to the extent the releivers actually provided)	16.67 of Subtotal	4304.80	4777.11	5244.23
	Grand- total		30128.45	33434.04	36703.31
	Stamp of Company				
	Sign of Authorised Signatory				

Signature & Stamp of the Tenderer

Annexure-XI

**AGREEMENT FOR *Integrated Facility Management Services*
(*Housekeeping and Maintenance with catering services*)**

BETWEEN

State Bank of India, Premises & Estate Department,
Local Head Office, **11- Parliament Street, New Delhi-110001**

AND

Date of Commencement: _____

Date of Expiry:

TABLE OF CONTENTS OF SLA

Sl. No.	Items	Page No.
A	Agreement	3
B	Recitals	3
1.	Definitions & Interpretations	4-5
2.	Commencement & Term	5
3.	Scope of Services	5-10
4.	Representations and Warranties	11-13
5.	Responsibilities of the Bank	13-14
6.	Responsibilities of the Service Provider	14
7.	Confidentiality	15-17
8.	Relationship Between the Parties	17-18
9.	Sub-Contracting	18-19
10.	Performance Guarantee & Penalty	19-20
11.	Force Majeure	20
12.	Compliance with Laws	21-22
13.	Right to Audit	22-23
14.	Fees, Taxes, Duties & Payments	23-25
15.	General Indemnity	25-26
16.	Termination	26-27
17.	Contingency Plans & Continuity Arrangements	28
18.	Business Continuity & Operational Resilience	28
19.	Dispute Resolution	29
20.	Governing Law & Jurisdiction	29
21.	Entire Agreement	29-30
22.	Severability	30
23.	Notices	30-31
24.	Miscellaneous	31-33
25.	Annexure, Schedule, Etc	33-48

A. AGREEMENT

This agreement for Integrated Facility Management Services for Housekeeping & Maintenance with Catering Services of SBI Transit House at.....(hereinafter '**the Agreement**') made on _____ day of _____, 202...;

Between

State Bank of India, constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and having one of its Local Head Offices at 11, Parliament Street, New Delhi through its Premises & Estate Department at 5th Floor, Local Head Offices at 11, Parliament Street, New Delhi, (hereinafter referred to as "**the Bank**") which expression shall unless repugnant to the context or meaning thereof shall include its successors & assigns of the **First Part**;

And

M/s _____, incorporated under _____ Act having its registered office at _____ and principal place of business at _____ hereinafter referred to as "**Service Provider/Vendor**" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & permitted assigns of the **Second Part**.

The Bank and the Service Provider are sometimes individually referred to as a "**Party**" and collectively as "**Parties**" throughout this Agreement, and the words Party and Parties shall be construed accordingly.

B. RECITALS

WHEREAS

- i The Bank is desirous of availing services for Integrated Facility Management Services for Housekeeping & Maintenance with Catering Services of SBI Transit House at _____, **New Delhi for which the Bank has floated the tender no. _____ ----on the GeM portal.**
- ii The Service Provider has participated in the tender process and emerged as a Successful Bidder and now the Service Provider has agreed to provide the services as may be required by the Bank on terms and conditions as set forth in this agreement.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS & INTERPRETATIONS

1.1 Capitalised Terms: The following capitalized terms, unless the context otherwise requires, shall have the meaning set forth below for all purposes of this Agreement¹:

1.1.1 “Agreement” means this agreement including all its Annexures, Schedules, Appendix and all amendments therein agreed by the Parties in writing.

1.1.2 “Bank” means State Bank of India, acting through its authorised officials at Local Head Office, New Delhi and/or the designated officer of SBI Transit House.

1.1.3 “Transit House” means SBI Transit House, Delhi, including the building, rooms, kitchen, dining area, common areas, parking, external areas, service areas, plant rooms and other facilities covered under the contract.

1.1.4 “Service” means services to be provided as per the requirements specified in the Agreement and any other incidental services and other obligations of the Service Provider covered under the Agreement which includes all facility management services covered under this Agreement, including but not limited to:

a. housekeeping and cleaning, **b.** sanitation and hygiene management, **c.** routine building maintenance, **d.** electrical, plumbing, civil, carpentry and allied maintenance, **e.** operation/maintenance assistance for building services, **f.** preventive and breakdown maintenance as specified, **g.** catering, kitchen and dining services, **h.** supply of consumables/materials where included in the BOQ, **i.** waste management, **j.** pest-control coordination, wherever specifically included, **k.** manpower deployment and supervision; and **l.** any other service specifically mentioned in the Tender/BOQ/Schedule.

1.4 “Service Provider” means the agency/Service Provider engaged by the Bank for providing the Services under this agreement.

1.5 “Contract Period” Means the period commencing from / /2026 and ending on / / , including any extension granted by the Bank in writing.

1.6 “Bank Representative” means the officer nominated by the Bank to administer and monitor the contract.

1.7 “SLA” means the service levels, performance standards, KPIs, response times, quality standards and penalty provisions contained in this Agreement and its Annexures.

1.8 “Manpower” means all personnel deployed by the Service Provider for performance of the Services.

1.9 “Consumables” means cleaning chemicals, toiletries, garbage bags, tissue papers, detergents, disinfectants, kitchen consumables and other materials specifically included in the scope/BOQ.

1.10 “Emergency” means any event requiring immediate attention to protect life, property, Bank assets, guests, employees or continuity of services.

1.2. Interpretation

1.2.1. Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).

1.2.2. The singular includes the plural and vice versa.

1.2.3. Reference to any gender includes each other gender.

1.2.4. The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.

1.2.5. The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.

1.2.6. A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.

1.2.7. A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.

1.2.8. Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.

2. COMMENCEMENT & TERM

2.1. This Agreement shall commence from its date of execution mentioned above/ deemed to have commenced from _____ (**Effective Date**).

2.2. This Agreement shall be in force for a period of _____ year(s) from the Effective Date, unless terminated in accordance with the termination clauses of this Agreement.

2.3. The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of _____ years on the same terms and conditions.

2.4. Unless terminated earlier in accordance with this Agreement, the Agreement shall come to an end on completion of the term specified in the Agreement or on expiration of the renewed term.

2.5. Transition: At commencement, the Service Provider shall take over the facilities, records, inventories, equipment and operational responsibilities in coordination with the outgoing agency/Bank representative, wherever applicable.

3. SCOPE OF SERVICES

The Service Provider shall provide comprehensive and uninterrupted services at the Transit House in accordance with the Tender, BOQ, accepted offer and this SLA.

3.1 Housekeeping Services

A. Nature of Services and Scope of Works:

- (i) The Service Provider shall provide comprehensive housekeeping, cleaning, maintenance and catering services, including dusting and cleaning of windows, window glasses, door etc. of the entire premises/ complex As per Annexure/Schedule____.

- (ii) **In catering services** Service Provider shall provide 24 Hours catering Services to the transit house on daily basis as per the menu described at **Annexure-B**.
- (iii) The Service Provider shall ensure cleaning of toilets of premises/ complex, cleaning of sewer lines/ gutters (internal lines of flats/ Transit house as well as common lines of premises/complex/campus), underground reservoir and overhead tanks, operation of underground reservoir and overhead tanks, maintenance & watering of lawns and potted plants etc.
- (iv) The Service Provider shall arrange for upkeep and maintenance of premises/ complex at the frequency / interval as specified in **Annexure II**.
- (v) The Service Provider shall ensure disposal of all garbage / wastes to dumping yards designated by concerned local bodies shall be the responsibility of the Service Provider.
- (vi) The Service Provider shall ensure top class upkeep and maintenance services of the aforesaid premises/ complex and the premises/ complex by employing enough skilled / unskilled laborers. The hours of work of each labour shall be fixed by the Service Provider taking into considerations the current labour laws. The said work shall include maintenance, externally and internally, of the building/ blocks/ towers from ground floor to top floor including roof, parking space lobbies, corridors, staircases and area all around the premises/ complex including roads, gardens and lawn area. The work also includes cleaning and operation of underground reservoir and overhead tanks, maintenance & watering of lawns and potted plants etc.
- (vii) The Service Provider will be responsible to immediately attend to all the complaints/requirements within the purview of the contract.
- (viii) The Service Providers shall arrange cleaning of floor and walls of toilets, W.C., urinals, wash basins/ sinks etc. of the flats with first grade phenyl of approved make and detergents of reputed and approved brands only, on an ongoing basis and costs for all such cleansing material etc. as may be required shall be borne by the Service Provider. The house keeping staff should wear **disposable gloves while doing these tasks. All expenses for cleansing materials shall be borne by the Service Provider.**
- (ix) The Service Providers shall engage for rendering services, trained and qualified workers equipped with proper tools, tackles and machinery. The measures for maintenance should be proactive, anticipatory and preventive.
- (x) The Service Provider shall arrange and ensure cleaning of overhead water tanks and drinking water, ground water reservoir at prescribed intervals with potassium permanganate/chlorination. The scope of maintenance of water pipes, overhead tanks and underground reservoirs shall include the component of operation, minor repairs and maintenance, labour functions, etc.
- (xi) The Service Providers shall also arrange for polishing of planters, pots, shining of brass plates and other name plates etc.
- (xii) The Service Provider shall arrange pest control for warding off flies, mosquitoes including spraying with Finit / Baygon spray in the entire premises/ complex at prescribed intervals and anti-termite treatment at prescribed intervals, disinfection treatment/ fogging at prescribed intervals including the cost of all consumables/ materials and tool/ tackles etc. for the same. Anti termite treatment and pest control shall be carried out by the Service Provider with the consent of the occupants.

- (xiii) The Service Provider shall ensure proper maintenance of lawns and all potted plants within the premises/ complex through trained and experienced gardeners.

3.1.1. The Service Provider shall engage trained labour with proven integrity for housekeeping, maintenance and other specialized works. The Service Provider shall ensure that its labour observes cleanliness and wears neat and clean uniforms with plastic/ acrylic name badges for their identification and that they are courteous, polite and prompt while rendering efficient service in their respective areas. The house keeping staff should wear disposable gloves while doing various tasks. The Service Provider shall have full control over its employees/laborers. The Service Provider shall give necessary guidance and instructions to its labour to carry out the jobs assigned to them by the Service Provider. The Service Provider shall also be responsible for payment of their wages and / or dues to its labour including compliance of hours of work and condition of employment in consonance with the applicable law rules and laws. All liabilities arising out of violation of local laws and / or central laws with regard to labour shall be Service Provider's responsibility. The Service Provider will on instructions of the **Assistant General Manager (P&E), SBI, LHO, New Delhi** or his/ her/ their representatives will immediately remove from the work, any of his employees/ labour(s) who may in the opinion of the Bank be found to be undesirable in the interest of the Bank itself and such personnel shall not be engaged again or allowed to work in the campus/ complex/ premises.

3.2 Maintenance Services

The Service Provider shall provide routine/preventive/breakdown maintenance as specified in the contract, including:

- electrical systems and fixtures,
- plumbing and sanitary installations,
- pumps and water supply systems,
- doors, locks, windows and hardware,
- carpentry and minor civil repairs,
- painting/touch-up works, wherever included,
- kitchen equipment and fixtures,
- air-conditioning/HVAC-related routine assistance, where included,
- lighting systems,
- drainage and sewage-related routine maintenance,
- furniture and fixtures,
- common utility areas and
- other systems specifically included in the BOQ/Schedule.

Major repairs, replacement of capital equipment and works outside the agreed scope shall be undertaken only with prior written approval of the Bank.

3.3 Catering Services

3.3.1. The Service Provider shall operate the kitchen/dining facilities and provide food services in accordance with the approved menu, timings and quality standards.

3.3.2. The Service Provider shall provide Bed Tea, Evening tea with light snacks, breakfast, **lunch or dinner** as per the menu card to the Bank's executive as a package. The cost of package per person for one day will be **Rs.150/-** and Service Provider will be reimbursed for the same as detailed

hereunder. The Service Provider will collect the nominal tariff from the officials / Guests staying at Guests House as under: -

- a. For availing food package Rs.30.00 (From Bank's Executive/Officer on official visit) which will deposit to P&E Department in the form of cheque or NEFT / RTGS.
- b. For availing Lunch or Dinner in addition to full food package: - As per **Annexure-A**.

3.3.3. The Service Provider must submit the bill as per the rates stated in Annexure-A against the services catered to the Bank's Officials.

3.3.4. The Service Provider must pay **Cooking Gas charges** or arrange for the cooking gas cylinder for the purpose, same shall be considered while quoting/bidding.

3.3.5. The Service Provider must provide all utensil, various accessories and consumables of high standard at his own cost. Tablecloth/ linen to be changed daily and washed at his own cost.

3.3.6. Service Provider shall be provided by various equipment and appliances (viz: cooking range, Water coolers, Deep freezers, Crockery-cutlery and other equipment). The Service Provider shall maintain the proper record of the material issued and take care of same as a bailee, in terms of Indian Contract Act returning all these on expiry of contract.

3.3.7. The Service Provider shall not be allowed to sell food to person other than Bank's guest. Similarly, no entry to be given to the outsider or no eatables shall be served or no consumption of any consumable/s belonging to Bank.

3.3.8. In event of In-sufficient/ Bad quality/ Non serving of any eatables agreed upon to be served, the Bank within its right to make suitable penalty from the Service Provider's bill minimum @ Rs 250.00 per guest per day for entire number of such days.

3.3.9. Service Providers will provide hand wash branded liquid soap, toilet paper and other related toiletries/ commodities for the smooth functioning of SBI Transit House.

3.3.10. The Scope of work is not limited to what stated herein, and during exigencies Service Provider will have to make arrangement for the maintenance, catering etc provisioning for 10% of the tender.

3.3.11. Service Provider must make arrangements for the services of plumber, electrician and carpenter as per the requirement without any extra cost.

3.4 Guest/Occupant Service

The Service Provider shall maintain courteous and professional conduct with all guests, officers, employees and authorised users of the Transit House.

No Service Provider employee shall demand or accept any unauthorised payment, tip, gift or benefit from guests.

3.5 Manpower

The Service Provider shall deploy manpower strictly in accordance with the approved manpower schedule.

Any shortage shall be immediately replaced. The Bank may require replacement of any person whose conduct, competence, discipline, integrity or performance is found unsatisfactory.

4. REPRESENTATIONS AND WARRANTIES

4.1.1 Each of the Parties represents and warrants in relation to itself to the other that:

4.1.2 It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through applicable corporate process to do so.

4.1.3 The person(s) signing this agreement on behalf of the Parties have the necessary authority and approval for execution of this document and to

- 4.1.4** Bind his/their respective organization for due performance as set out in this Agreement. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.
- 4.1.5** It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.
- 4.1.6** The execution and performance of this Agreement by either of the Parties does not and shall not violate any provision of any of the existing Agreement with any of the party and any other third party.
- 4.1.7** The vendor represents that none of the promoter/ shareholders of the vendor belong to or originate from a country that had been identified as “high risk country” in the FATF Public Statement issued by the RBI.
- 4.1.8** Information/documents submitted during tendering are true and correct.
- 4.1.9** It shall not engage in any fraudulent, corrupt, unethical or unlawful activity; and
- 4.1.10** It shall perform the Services with due care, skill, diligence and professionalism.

4.3. Additional Representation and Warranties by Service Provider.

4.3.1. The Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.

4.3.2. The Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.

4.3.3. The Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of the Service Provider.

4.3.4. The Service Provider warrants that to the best of its knowledge, as on the Effective Date of this Agreement, the services and products provided by the Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party.

4.3.5. The Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted by the Service Provider in rendering the Services under this

Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by the Service provider unless such person is found to be suitable in such verification and the Service Provider shall retain the records of such verification and shall produce the same to the Bank as and when requested.

5. RESPONSIBILITIES OF THE BANK

The Bank shall:

- a. Provide reasonable access to the Transit House for performance of the Services;
- b. Nominates an authorised officer for contract administration;
- c. Provide reasonable instructions regarding service requirements;
- d. Communicate complaints/service deficiencies to the Service Provider;
- e. Provide access to facilities/equipment belonging to the Bank as required for the contracted services.
- f. Makes payments for satisfactorily rendered services in accordance with the contract; and
- g. Provide reasonable cooperation for statutory or operational requirements.

The Bank shall not be responsible for management, supervision, wages, employment benefits or disciplinary control of the Service Provider's personnel.

6. RESPONSIBILITIES OF THE SERVICE PROVIDER

The Service Provider shall:

- Deploy adequate qualified manpower at all times;
- Maintain attendance and duty records;
- Provide uniforms, identity cards and prescribed PPE;
- Ensure police verification/background verification wherever required;
- Maintain proper discipline and conduct;
- Ensure timely payment of wages and statutory benefits;
- Comply with minimum wages and applicable labour laws;
- Maintain all required statutory registrations;
- Provide cleaning equipment, tools and machinery as specified;
- Maintain proper records, registers and checklists;
- Nominate a responsible supervisor;
- Provide replacement manpower during leave/absence;
- Ensure continuous services during holidays and weekends where required;
- Immediately report accidents, damage, theft, food incidents or other serious events;
- Protect Bank property and assets;
- Maintain confidentiality;
- Follow all security instructions of the Bank;
- Ensure that no unauthorised person is deployed;
- Always Maintain cleanliness and hygiene; and
- Comply with all instructions issued by the authorised Bank representative within the scope of the contract.

7. CONFIDENTIALITY

7.1 For the purpose of this Agreement, Confidential Information shall mean

(i) information of all kinds, whether oral, written or otherwise recorded including, without limitation, any analyses, compilations, forecasts, data, studies or other documents, regarding the past, current or future affairs, business, plans or operations of a Party to which the other Party will have access, (ii) the existence of the contemplated terms and the fact that discussions or negotiations are taking place or have taken place between the Parties concerning the contemplated terms, (iii) any and all information regarding the contemplated terms and any agreements that may be entered into in relation thereto and (iv) any customer details or other data received by a Party from the other Party or its customer(s) or otherwise shared between the Parties in connection with the Service.

7.2 In consideration of each Party providing the other Party or its' representatives with the Confidential Information, the Parties agree as follows:

7.2.1 Each Party shall keep confidential and shall not, directly or indirectly, disclose, except as provided in sub-clauses below, in any manner whatsoever, in whole or in part, the Confidential Information without the other Party's prior written consent.

Each Party shall hold the Confidential Information in confidence and shall exercise all reasonable diligence in ensuring that the Confidential Information is not disclosed to third parties and will refrain from using the Confidential Information for any purpose whatsoever other than for the purposes of this Agreement or for the purpose for which such information is supplied.

7.2.2 The confidentiality obligation shall not apply to such portions of the Confidential Information (other than the Customer details/ data of the Bank) which one of the Parties can demonstrate (i) are or become generally available to the public other than as a result of any breach of this Agreement, (ii) were in its possession on a non-confidential basis prior to the date hereof or (iii) have been rightfully received from a third party after the date hereof without restriction on disclosure and without breach of this Agreement, said third party being under no obligation of confidentiality to the other Party with respect to such Confidential Information: or (iv) Where Confidential Information is independently developed by receiving party without any reference to or use of disclosing party's Confidential Information.

7.2.3 In the event that a Party becomes legally compelled pursuant to any statutory or regulatory provision, court or arbitral decision, governmental order, or stock exchange requirements to disclose any of the Confidential Information, the compelled Party, as far as possible will provide the other Party with prompt written notice. In any case, the compelled Party will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information.

7.2.4 In the event of termination or expiry of this Agreement, each Party shall either (i) promptly destroy all copies of the written (including information in electronic form) Confidential Information in its possession or that of its representatives; or (ii) promptly deliver to the other Party at its own expense all copies of the written Confidential Information in its possession or that of its representatives, provided, however, that (i) no notes, memoranda, analyses, studies or other documents prepared

by it or its advisers in connection with the Services shall be returned or destroyed, but they shall be disposed in accordance with any specific directions in this Agreement or held and kept confidential, and that (ii) each Party shall be permitted to retain one copy of the Confidential Information for the purposes of dispute resolution, compliance with regulatory agency or authority and internal compliance procedures, provided such copies being held and kept confidential.

7.2.5 By furnishing the Confidential Information, no Party makes an express or implied representation or warranty as to the accuracy or completeness of the Confidential Information that it has disclosed and each Party expressly disclaims any liability that may be based on the Confidential Information, errors therein or omissions there from, save in the case of fraud or wilful default.

7.3 The Service Provider shall not, without the Bank's prior written consent, disclose the Agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Service Provider in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary to purposes of such performance.

7.4 The Service Provider shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under this Agreement.

7.5 Any document received from the Bank shall remain the property of the Bank and subject to clause 7.2.6 shall be returned (in all copies) to the Bank on completion of the Service Provider's performance under the Agreement.

7.6 The obligations set out in this Article shall survive the term of this Agreement and continue even after the termination/ expiry of this Agreement. Confidentiality obligations of the Service Provider in respect of any customer data of the Bank shall be absolute, unconditional and without any time limit, irrespective of the expiry/ termination of the Agreement.

7.7 Service Provider agrees to indemnify and hereby keeps the Bank indemnified against all actions, claims, loss, damages, costs, charges, expenses (including Attorney / Advocate fees and legal expenses) which the Bank may suffer or incur on account of breach of confidentiality obligations as per this Agreement by Service Provider or its employees, agents, representatives, Sub-Service Providers. Service Provider further agrees to make good the loss suffered by the Bank upon first demand by the Bank which shall be final, conclusive and binding on Service Provider.

8. RELATIONSHIP BETWEEN THE PARTIES

- 8.1** It is specifically agreed that the Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal - Agent relationship by express agreement between the Parties.
- 8.2** Neither the Service Provider nor its employees, agents, representatives, Sub-Service Providers shall hold out or represent as agents of the Bank.
- 8.3** None of the employees, representatives or agents of Service Provider shall be entitled to claim permanent absorption or any other claim or benefit against the Bank.
- 8.4** This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.
- 8.5** All the obligations towards the employees of a Party including that on account of personal accidents occurred while working in the premises of the other Party shall be with the respective employer and not on the Party in whose premises the accident occurred.
- 8.6** For redressal of complaints of sexual harassment at workplace, parties agree to comply with the policy framed by the Bank (including any amendment thereto) in pursuant to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including any amendment thereto.

9. SUB-CONTRACTING

- 9.1** No sub-contracting of any part of the Services by the Service Provider shall be allowed other than those specifically mentioned in this Agreement or agreed by the Bank in writing.
- 9.2** The Service Provider agrees to obtain prior approval/consent of the Bank of the use of subservice Providers by the Service Provider for any part of the Services.
- 9.3** Before engaging Sub-Service Provider, the Service Provider shall carry out due diligence process on sub-contracting/ sub-Service Provider to the satisfaction of the Bank and Bank should have access to such records.
- 9.4** In the event of sub-contracting the Service Provider shall ensure that suitable documents including confidentiality agreement are obtained from the sub-Service Provider and the Service Provider shall ensure that the secrecy and faith of Bank's data / processes is maintained.
- 9.5** Notwithstanding approval of the Bank for sub-contracting, the Service Provider shall remain liable to the Bank for all acts/omissions of sub-Service Providers.

9.6 In respect of that part of the services where chain outsourcing and sub-Service Providers are permitted by the Bank, the sub-Service Provider should have same level of obligations as that of the Service Provider and the Service Provider agrees to obtain suitable documents in this regard from the sub-Service Provider.

9.7 In case of Sub-Contracting, the Service Provider (principal Service Provider) shall take the responsibility of the adoption of Integrity Pact by the Sub-Service Provider.

9.8 In case of Sub-Contracting (if allowed by the Bank), the Service Provider shall provide the complete details of Services sub-contracted by it including the details of sub-Service Provider(s) and/ or its agent to the Bank as and when requested.

In case of Sub- Contracting, the Service Provider shall provide copy of the Sub-Service Provider agreement, KYC, PAN No., Due Diligence Report, Employee Data, BO Details of the sub-Service Provider etc. immediately for Bank's record.

10. PERFORMANCE GUARANTEE & PENALTY

10.1 The Service Provider has to furnish a performance guarantee for an amount of Rs. _____ valid for a period _____ year(s) _____ month(s) from a Scheduled Commercial Bank other than State Bank of India in a format provided/ approved by the Bank. The Bank Guarantee is required to protect the interest of the Bank against the risk of non-performance of the Service Provider in respect of successful implementation of the project and/or failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in this Agreement; or breach of any terms and conditions of the Agreement, which may warrant the invoking of Bank Guarantee.

10.2 Performance of the obligations under the Agreement shall be made by the Service Provider in accordance with the time schedule specified in this Agreement.

10.3 Subject to clause 16 of this Agreement, any unexcused delay by the Service Provider in the performance of its Contract obligations shall render the Service Provider liable to Termination of the Contract for default.

10.4 If at any time during performance of the Contract, the Service Provider should encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, the Service Provider shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.

10.5 In case of deficient service, short deployment, delayed response, hygiene failure, failure to provide meals, use of substandard material, non-compliance with instructions or other breach, the Bank may levy deductions/service credits as specified in **Annexure-VI**. Repeated or serious defaults may constitute material breach and may lead to termination. The Service Provider shall be liable to pay

penalty at the rate mentioned Annexure-VI in respect of any delay beyond the permitted period in providing the Services.

- 10.6** In case it is observed that the cleaning material used by the Service Provider 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 Service Provider **including imposition of a penalty of Rs. 5,000/- for each time.**
- 10.7** In case it is observed that the cleaning material used by the Service Provider 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 Service Provider **including imposition of a penalty of Rs. 5,000/- for each time.**
- 10.8 Recovery:** The Bank may recover penalties, damages, costs or other amounts from monthly bills, retention money, security deposit, performance guarantee or any other amount payable to the Service Provider. Penalties shall be without prejudice to the Bank's right to recover actual losses wherever applicable.
- 10.9 Repeated SLA breach:** Additional penalty/termination as per contract- The final penalty matrix shall be as specified in the Tender/BOQ/SLA and shall be incorporated as Annexure-VI.
- 10.10 Limitation Clause:** In case of deficiency in services as defined in Service Level Agreement (SLA) by the Service Provider or by his authorized agent which causes, any loss. to the Bank a penalty may be imposed on the Service Provider, as decided by the Bank limiting to the remuneration / fees payable and/or termination of services followed by intimation to professional licencing authority and to IBA as well.

11. FORCE MAJEURE

- 11.1** Notwithstanding anything else contained in the Agreement, neither Party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- 11.2** For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries Viz. Major acts of Government in their sovereign capacity, impeding reasonable performance of the Service Provider and / or Sub-Service Provider but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- 11.3** If a Force Majeure situation arises, the Service Provider shall promptly notify the Bank in writing of such conditions, the cause thereof and the likely duration of the delay. Unless otherwise directed by the Bank in writing, the Service Provider shall continue to perform its obligations under the Agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 11.4** If the event of Force Majeure continues for a period more than 30 days, the Bank shall be entitled to terminate this Agreement at any time thereafter. Neither party shall have any penal liability to the

other in respect of the termination of this Contract as a result of an Event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

12. COMPLIANCE WITH LAWS

- 12.1** Service Provider hereby agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Service Provider as envisaged under this agreement.
- 12.2** Service Provider shall procure and maintain all necessary licenses permissions, approvals from the relevant authorities under the applicable laws throughout the currency of this Agreement.
- 12.3** Service Provider shall be solely liable & responsible for compliance of applicable Labour Laws in respect of its employees, agents, representatives and sub-Service Providers and in particular Laws relating to terminal benefits such as Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the Laws relating to Contract Labour, Minimum Wages, etc., and the Bank shall have no liability in these regards. Further, the Service Provider would indemnify/make good for the losses to the Bank for noncompliance or any claims against the Bank arising out of any noncompliance as above.
- 12.4** Service Provider confirms that it has full authority to enter into this Agreement and render the Services as envisaged under this Agreement and all Corporate or other necessary approvals have been obtained for entering into this Agreement with the Bank. Further, the persons executing this Agreement on behalf of the Service Provider have full authority and power to execute this Agreement and bind Service Provider.
- 12.5** The Service Provider agrees to comply with the obligations arising out of the Digital Personal Data Protection Act, 2023 ("DPDP Act"). The Service Provider shall also ensure that any sub-Service Provider engaged by it shall act in compliance with the DPDP Act, to the extent applicable. Any processing of Personal Data by the Service Provider or any sub-Service Provider engaged by it, in the performance of this Agreement shall be in accordance with the DPDP Act. The Service Provider agrees to enter into a separate Data Processing Agreement with the Bank, in the standard format as may be prescribed by the Bank.
- 12.6** The Service Provider shall comply with all applicable Central, State and local laws, rules, regulations, notifications and statutory requirements, including, as applicable: labour and employment laws, minimum wages, EPF and ESI requirements, Contract Labour laws, payment of wages and statutory benefits, GST and income tax requirements, food safety and hygiene requirements, FSSAI requirements applicable to catering operations, fire and safety requirements, municipal/local authority requirements, environmental and waste-management requirements, occupational health and safety requirements and any other law applicable to the Services.
- 12.7** The Service Provider shall indemnify the Bank against statutory liabilities arising due to its failure to comply with applicable laws, subject to applicable law.

13. RIGHT TO AUDIT

- 13.1** It is agreed by and between the Parties that the Bank shall have the right to audit the Equipment and Services anytime during the term of this Agreement. All costs for such audit shall be borne by the Bank and whenever certification is required by external empanelled auditors appointed by the Bank, cost of certification will be borne by the Vendor (Service Provider).
- 13.2** The Bank shall have the right to conduct audits on the Service Provider whether by its internal or external auditors, or by agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the service provider in conjunction with the services performed for the Bank.
- 13.3** The Bank shall have the right to direct the Service Provider to get themselves audited by external empanelled auditors appointed by the Bank annually or as decided by the Bank, covering the risk parameters finalized by the Bank and the vendors are required to submit such certification by the Auditors to the Bank. The Bank can make its expert assessment on the efficiency and effectiveness of the security control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Bank's empanelled Auditors, furnish all relevant information, records/data to them. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the empanelled Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the empanelled auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the empanelled Auditors covering the respective risk parameters against which such deficiencies have been observed.
- 13.4** It is agreed that the Bank shall have the access to all books, records and information relevant to the Services available with the Service Provider.
- 13.5** The Parties agree that the Bank shall have the right, but without any obligation to monitor and assess the Services to enable the Bank to take necessary corrective measures, provided any such monitoring shall not amount to supervision of any of the jobs of the Service Provider or the employees of the Service Provider.
- 13.6** The Bank should have right to conduct surprise check of the Service Provider's activities in respect of the Services.
- 13.7** The Service Provider agrees that the Bank shall have the right to disclose the details of this Agreement, and the details of Services covered herein to the Reserve Bank of India and Indian Banks' Association.
- 13.8** The service provider agrees to allow the Reserve Bank of India or persons authorized by it to access the documents, records of transactions, and other necessary information stored or processed by the service provider in respect of this Agreement or the Services.

13.9 The Service Provider agrees to preserve the documents and data in respect of the Services for such period in accordance with the legal/regulatory obligation of the Bank in this regard.

13.10 The Service Provider agrees that the Complaints/feedback, if any received from the customers of the Bank in respect of the Services by Service Providers shall be recorded and Bank/Reserve Bank of India shall have access to such records and redressal of customer complaints by the Service Provider.

13.11 The Bank shall have the right to inspect, verify and audit:
a. manpower deployment, **b.** attendance records, **c.** wage payment records, **d.** statutory compliance records, **e.** invoices and supporting documents, **f.** food procurement and quality records, **g.** cleaning schedules, **h.** maintenance logs, **i.** stock/consumption records, **j.** licences and certificates, and **k.** any other records relevant to the Services.

The Service Provider shall provide reasonable cooperation and access to records.

The Bank may conduct inspections at any time during service hours and, where required for security or emergency purposes, at other reasonable times.

13.12 The Service Provider shall provide reasonable cooperation and access to records.

13.13 The Bank may conduct inspections at any time during service hours and, where required for security or emergency purposes, at other reasonable times

14. FEES, TAXES, DUTIES & PAYMENTS

14.1 Service Provider shall be paid fees and charges in the manner detailed in hereunder written subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank.

14.1.1 All statutory deductions, including TDS, shall be made by the Bank as applicable.

14.1.2 Any increase/decrease in statutory wages shall be dealt with strictly in accordance with the Tender/Work Order and applicable Government notifications.

14.1.3 All duties and taxes (excluding GST or any other tax imposed by the Government in lieu of same), if any, which may be levied, shall be borne by the Service Provider and the Bank shall not be liable for the same.

14.1.4 All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider.

14.1.5 The Bank may withhold payment of any product/services that it disputes in good faith and may set-off penalty amount or any other amount which Service provider owes to the Bank against amount payable to Service provider under this Agreement.

14.1.6 The Bank will pay properly submitted valid invoices within 15 days after its receipt thereof.

14.1.7 The Bank shall pay the Service Provider the approved contract rates as per the accepted financial bid/Price Bid/BOQ.

14.1.8 Monthly bills shall be submitted along with prescribed supporting documents, including copy of attendance sheet of deployed manpower, statutory compliance documents, GST invoice as per deployed manpower, food/meal records, wherever applicable, deduction/penalty statement, other documents required by the Bank.

14.1.9 Service Provider shall be paid fees and charges in the manner detailed in hereunder written subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank.

14.2 All duties and taxes (excluding)2_____ or any other tax imposed by the Government in lieu of same), if any, which may be levied, shall be borne by the Service Provider and the Bank shall not be liable for the same.

14.3 All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider.

14.4 The Bank may withhold payment of any product/services that it disputes in good faith and may set-off penalty amount or any other amount which Service provider owes to the Bank against amount payable to Service provider under this Agreement.

14.5 The Bank will pay/reimburse properly submitted valid invoices within fifteen (15) days after its receipt thereof.

14.6 Service Provider shall be paid fees and charges in the manner detailed in hereunder written subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank.

15. GENERAL INDEMNITY

15.1 Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of any deficiency in Services rendered by Service Provider or any acts of commission / omission on the part of employees, agents, representatives or Sub-Service Providers of Service Provider. Service Provider agrees to make good the loss suffered by the Bank on first demand made by the Bank in this regard which shall be final conclusive and binding on Service Provider. The Service Provider shall also obtain a Comprehensive Insurance Policy to cover all losses, cost, expenses or claims which the Bank may be exposed to due to the deficiency in services provided by the Service Provider or due to any fraud, negligence, misconduct of the Service Provider or any acts of commission / omission on the part of his officers, employees, agents, representatives or Sub-Service Provider of the Service

Provider. The Insurance obtained shall cover all direct losses and also indirect losses such as Reputational Loss, Financial Loss, Operational Loss etc.

-
- 15.2** Service Provider further undertakes *to promptly* notify the bank in writing any breach of obligation of the agreement by its employees or representatives including confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.
- 15.3** The Service Provider shall be directly and vicariously liable to indemnify the Bank in case of any misuse of data/information of the Bank by the Service Provider, deliberate or otherwise.
- 15.4** The Service Provider shall indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of trade mark, patent, copyright, industrial design or any other intellectual property rights of any third party arising from the Services or use of software or any other product under this Agreement, subject to the following condition(s):
- 15.4.1** The Bank shall promptly notify the Service Provider in writing of any allegations of infringement of which it has notice.
- 15.4.2** The Bank shall not make any admission of claims causing prejudice to the defence of the Service Provider against such claims without the Service Provider's prior written consent.

16. TERMINATION

16.1 The Bank may, without prejudice to any other remedy for breach of contract, with written notice of not less than **thirty (30) days** sent to the Service Provider, terminate the Agreement in whole or in part:

- e) if the Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by the Bank.
- f) if the Service Provider fails to perform any other obligation(s) under the Agreement.
- g) on the happening of any termination event mentioned herein above in this Agreement.
- h) for convenience of the Bank.

16.2 The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the **following eventualities**:

16.2.1 If any Receiver/Liquidator is appointed in connection with the business of the Service Provider or Service Provider transfers substantial assets in favour of its creditors or any orders / directions are

issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.

16.2.2 If Service Provider applies to the Court or passes a resolution for voluntary winding up of Service Provider or any other creditor / person files a petition for winding up or dissolution of Service Provider

16.2.3 If Service Provider, in reasonable opinion of the Bank is unable to pay its debts or discharge its liabilities in normal course of business.

16.2.4 If Service Provider is unable to render the services up to the mark as envisaged under this agreement upon a reasonable assessment of the circumstances by the Bank which affect rendering of the services by Service Provider as envisaged under this agreement.

16.2.5 If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-Service Providers or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its customers.

16.2.6 If Service Provider is owned/ controlled wholly/ partly by any other bank operating in India.

16.2.7 If any officer/ employee/ director of Service Provider or their relatives as defined in section 2 (71) of the Companies Act, 2013 becomes a director of the Bank.

16.3 In the event of the termination of the Agreement, Service Provider shall be liable and responsible to return to the Bank all records, documents, data and information including Confidential Information pertains to or relating to the Bank in its possession.

16.4 In the event of termination of the Agreement for any reason, Bank shall have the right to give suitable publicity to the same including advising the Indian Banks' Association & publishing in one National & Vernacular News Paper each as well, if so required.

16.5 The Bank may terminate the Agreement for material breach, repeated poor performance, serious security lapse, fraud/misrepresentation, abandonment of Services, insolvency or persistent statutory non-compliance, subject to the procedure specified in the tender/Agreement.

16.6 Upon termination, the Service Provider shall immediately hand over keys, records, Bank property, inventories and other materials and shall provide reasonable transition assistance.

16.7 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except:

- d) such rights and obligations as may have accrued on the date of termination or expiration.
- e) the obligation of confidentiality; and
- f) any right which a Party may have under the Application Law.

17. CONTINGENCY PLANS & CONTINUITY ARRANGEMENTS

17.1 The Service Provider shall arrange and ensure proper contingency plans to meet any unexpected obstruction to the Service Provider or any employees or sub-Service Providers of the Service Provider in rendering the Services or any part of the same under this Agreement to the Bank.

17.2 The Service Provider agrees for the following continuity arrangements to ensure the business continuity of the Bank.

17.2.1 In the event of this Agreement comes to end on account of termination or by the expiry of the term/ renewed term of the Agreement or otherwise, the Service Provider shall render all reasonable assistance and help to the Bank and to any new Service Provider engaged by the Bank, for the smooth switch over and continuity of the Services.

17.2.2 In the event of failure of the Service Provider to render the Service, without prejudice to any other right the Bank shall have as per this Agreement, the Bank at its sole discretion may make alternative arrangements for getting the Services from any other source. And if the Bank gives a prior notice to the Service Provider before availing such service from any other alternative source, the Service Provider shall be liable to reimburse the expenses, if any incurred by the Bank in availing such services from the alternative source.

18. BUSINESS CONTINUITY AND OPERATIONAL RESILIENCE (BC&OR)

18.1 Service provider shall maintain readiness and preparedness for business continuity on an ongoing basis.

18.2 Service provider shall develop and establish a robust framework for documenting, maintaining and testing business continuity annually and recovery procedures.

18.3 Service Provider shall undertake and test the Business Continuity and Disaster Recovery Plan at annual intervals, ensure occasional joint testing and recovery exercise with the link office as decided by the Bank.

18.4 Any disruption affecting guest safety, security, sanitation, food service, water supply, electricity or essential maintenance shall be treated as a priority incident.

19. DISPUTE RESOLUTION

19.1 All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement (including dispute concerning interpretation) or in discharge of any obligation arising

out of the Agreement (whether during the progress of work or after completion of such work and whether before or after the termination of the Contract, abandonment, or breach of the Contract), shall be settled amicably. If, however, the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any Party notifying the other regarding the disputes, the same shall be referred to and be subject to the exclusive jurisdiction of competent courts of Delhi/New Delhi only.

- 19.2** Service Provider shall continue to work under the Agreement during the dispute resolution unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the competent court is obtained.

20. GOVERNING LAW & JURISDICTION

- 20.1** The Agreement shall be governed and construed in accordance with the Laws of Republic of India.

- 20.2** The Parties agree to submit to the exclusive jurisdiction of the appropriate court at Delhi/New Delhi in connection with any dispute between the Parties under the Agreement.

21. ENTIRE AGREEMENT

- 21.1** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter thereof and supersedes all prior written agreements, undertakings, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of the Agreement, except which are expressly annexed or attached to this Agreement and saved by this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto.

- 21.2** This Agreement comprises following Appendices/ Addendums/ Annexure/ Schedules which shall be integral part of this Agreement, and the Parties shall be bound by the terms and conditions contained therein:

21.2.1 This Agreement together with the Tender/NIT/RFP, corrigenda/addenda, accepted bid, Letter of Award/Work Order, BOQ, SLA and Annexures constitutes the entire understanding between the Parties concerning the Services.

21.2.2 Any amendment shall be valid only if made in writing and approved by the competent authority of the Bank.

- 21.3** If there is any ambiguity between any clause in this Agreement and any clause in any of the Appendices/Annexure, etc., or any ambiguity among the Appendices, Annexure, etc., the order of priority of documents in resolving such ambiguity shall be as follows:

21.3.1 Tender documents

22. SEVERABILITY

If any part or any provision of this Agreement is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this Agreement. The Parties hereby agree to attempt to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

23. NOTICES

23.1 Any notice, invoice, approval, advice, report or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail, postage prepaid or facsimile to the relevant address set forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given by postage prepaid or facsimile).

23.2 A notice shall be effective when it is delivered or on the effective date of the notice, whichever is later.

23.3 Address for communication to the Parties are as under:

For the Bank	For the Service Provider
The Assistant General Manager, State Bank of India, Premises & Estate Department, 5 th Floor, Local Head Office, 11 Parliament Street, New Delhi – 110001	M/s _____
Email: agmpre.lhodel@sbi.co.in	Address: _____
Phone: 011-23407350 / 23407352/23407357	Email: _____

In case there is any change in the address of any one of the parties, it shall be promptly communicated in writing to the other party.

24. MISCELLANEOUS

- 24.1** Any provision of this Agreement may be amended or waived, if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each party, or in this case of a waiver, by the Party against whom the waiver is to be effective.
- 24.2** No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- 24.3** Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.
- 24.4** The Service Provider shall execute and deliver such additional documents and perform such additional actions, as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.
- 24.5** In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith.
- 24.6** If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.
- 24.7** The Service Provider shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement without the approval of the Bank. The Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Agreement.
- 24.8** All plans, drawings, specifications, designs, reports and other documents prepared by the Service Provider in the execution of the Agreement shall become and remain the property of the Bank, and before termination or expiration of this Agreement the Service Provider shall deliver all such documents, prepared under this Agreement along with a detailed inventory thereof, to the Bank.
- 24.9** The Service Provider agrees that they shall not use the logo, trademark, copy rights or other proprietary rights of the Bank in any advertisement or materials or any other written communication with any other party, without the prior written consent of the Bank.
- 24.10** Review of outsourced activity will be carried out by the Bank at half yearly intervals and in case of any deviations regarding delivery of services will be dealt with according to the provisions as mentioned elsewhere in this SLA.
- 24.11** Identification of the employee of vendor(s) to access the Bank's activity / process outsourced within the Bank will be ensured by way of biometric authentication which could even include Aadhar authentication.

- 24.12** The vendor further undertakes that during the term of the agreement including any renewal thereof, none of the promoters/ shareholders of the vendor shall belong to the country that is identified as high-risk country by RBI.
- 24.13** Rotation of duties of employees engaged by the outsourced agency will be ensured in line with Bank's rotation policy.
- 24.14** Accounts of the employees engaged by outsourced agency will be scrutinised at par with Bank's staff accounts.
- 24.15** **The Service Provider shall not permit any of his employees to use any area of the complex/ building/ premises for residential purposes.**
- 24.16** All the employees of Third-Party Service Providers shall wear distinct uniform and ID Card of the respective organisation, while on duty.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and day first mentioned above.

State Bank of India

By:

Name:

Designation:

Date:

Service Provider

By:

Name:

Designation:

Date:

WITNESS:

1.

2.

25. ANNEXURE, SCHEDULE, ETC. (Please provide the Annexure, Schedules, etc.)

The following Annexures / Schedules, etc. shall form an integral part of this Agreement:

Annexure – A, B, C, I, II, III, IV, V and VI

RATE LIST FOR CATERING SERVICES AT TRANSIT HOUSE**A- BREAKFAST**

ITEMS	RATE	ITEMS	RATE
Bread, Butter, Jam (4 pieces)	Rs. 15/-	Dosa/Idli , Poha (1Dosa/2 Idlis / 1 Plate Poha / Upama)	Rs. 15/-
Corn Flakes with Milk	Rs. 15/-	Bread Roll / Veg Cutlets – 02 Pieces	Rs. 15/-
Fruits	Rs. 15/-	Stuff Paratha – 02 Pieces	Rs. 15/-
Juices	Rs. 15/-	Puri with Aloo / Chhole – 05 Pieces	Rs. 15/-
Tea / Coffee	Rs. 05/-	Veg. Pakora – 01 Plate (125 gm.)	Rs. 15/-
Curd / Milk	Rs. 10/-	Bread Pakoras – 02 Pieces	Rs. 15/-

TOTAL COST OF BREAKFAST PER PERSON **Rs. 50/-** (ANY THREE ITEMS WITH COFFEE / TEA)

B- LUNCH / DINNER**VEGETARIAN**

ITEMS	RATE
Soup	Rs. 05/-
Chapati, Rice, Dal, Seasonal Vegetables	Rs. 25/-
Premium Vegetable	Rs. 25/-
Curd / Raita	Rs. 10/-
Papad / Salad	Rs. 05/-
Fruit / Deseart	Rs. 10/-

NON-VEGETARIAN

(Any one of the following in place of Premium Vegetable)

ITEMS	RATE
Chicken	Rs. 25/-
Mutton	Rs. 25/-
Egg-Curry	Rs. 25/-
Fish Preparation	Rs. 25/-

TOTAL COST OF MEAL PER PERSON **Rs. 80/-**

C- BED TEA

ITEMS	RATE
Bed Tea	Rs. 05/-

D- EVENING TEA WITH LIGHT SNACS

ITEMS	RATE
Evening Tea with Light Snacks	Rs. 15/-

Note: Kitchen Services from 6:30 A.M. to 10:30 P.M.

MENU CARD FOR CATERING SERVICES**A.- BREAKFAST**

S. No.	Regular	Optional	Days
1	Bread & Butter	Dosa / Bread Rolls	Monday
2	Butter Toast with Jam	Idli / Stuffed Parantha	Tuesday
3	Corn Flakes with Milk	Upma / Chhole Puri	Wednesday
4	Seasonal Fruits	Poha / Alloo Puri	Thursday
5	Juices	Dosa / Vegetable Pakoras	Friday
6	Tea / Coffee	Idli / Bread Pakoras	Saturday
7	Curd / Milk	Upama / Vegetable Cutlets	Sunday

B-LUNCH / DINNER

<u>S. No.</u>	<u>On All days</u>	<u>Vegetarian Optional</u>	<u>Non-Veg Optional</u>	<u>Days</u>
1	Chapati	Sahi Paneer	Chicken	Monday
2	Rice	Mashroom Mutter	Mutton	Tuesday
3	Dal	Mutter Paneer	Egg-Curry / Fish Preparation	Wednesday
4	Seasonal Vegetable	Mashroom Mutter	Chicken	Thursday
5	Papad, Salad	Paneer Bhujia	Mutton	Friday
6	Curd / Raita	Karahi Paneer	Egg-Curry / Fish Preparation	Saturday
7	Fruits / Desert	Sahi Paneer	Chicken	Sunday

SOUP

<u>Tomato Soup</u>	Monday, Wednesday, Friday and Sunday
<u>Vegetable Soup</u>	Tuesday, Thursday and Saturday

C- BED TEA**D- EVENING TEA / COFFEE WITH LIGHT SNAKS SUCH AS BISCUITS, VEG PAKORAS, WAFFAERS ETC.**

The above Menu is subject to revision at the discretion of the Bank and time at short notice.

LIST OF INDICATIVE BRANDS OF ITEMS TO BE USED IN CATERING*

S. No.	ITEMS	BRAND
1	Milk	Mother Dairy / Parag / Paras / Amul / Patanjali
2	Bread	Harvest / Britannia
3	Butter	Amul /Parag / Verka / Vita
4	Jam	Kisan / Tops
5	Tomato Sauce	Kisan / Maggi
6	Chilli Sauce	Kisan / Maggi
7	Tea / Tea Bags	Tajmahal / Twinings
8	Coffee	Nescafe / Brue
9	Refined Oil / Ground Nut Oil	Sundrop / Fortune / Nature Fress
10	Vanaspati Ghee	Patanjali / Amul / Dalda / Rath
11	Mustered Oil	Kanodia / Patanjali / Fortune / Pansari
12	Rice	Basmati of Good Quality not less than Rs. 75/-
13	Sugar	Good Quality of Reputed Brand
14	Atta / Maida / Besan	Shakti Bhog / Ashirwad / Rajdhani / Aahar
15	Pulses	Good Quality of Reputed Brand
16	Spices	MDH / Everest / Catch
17	Fruits / Vegetables	Seasonal fresh quality
18	Salad	Green fresh Salad of Good Quality & varieties
19	Ice cream	Mother dairy / Amul /Kwality / Vaidilal

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

TERMS & CONDITIONS AND SCOPE OF WORK

1. The Service Provider shall engage suitable, trained, efficient, neat & clean (viz., with trim haircut, mustache, nail cut) healthy, honest, well behaved and skilled persons including supervisor(s), for upkeep and maintenance of entire premises to be used as residential including terrace, open areas inside the complex and up to common area outside the complex and horticulture work, if any. Housekeeping and maintenance, upkeep including sweeping, washing, cleaning, dusting, mopping, etc. including dusting and cleaning of windows, window glasses, door, wirings, switches etc. externally and internally of building/ blocks/ towers from ground floor to top floor including roof, parking space, lobbies, corridors, staircases and area all around the premises/ complex, gardens and lawn area of the entire premises/ complex. The Service Provider shall ensure that even those areas of premises/ complex shall be well maintained and cleaned, which are not in immediate use and/or are vacant. The Service Provider shall ensure dusting and cleaning of ceiling fans, tube lights, bulbs, window glass and panes etc. of all the flats and common areas of the entire premises/ complex. Collection of garbage / wastes from flats and common areas etc. on daily basis and disposal of the same to dumping yards designated by concerned local bodies along with cleaning of sewer lines/ gutters (internal lines of flats as well as common lines of premises/complex/campus), underground reservoir and overhead tanks, operation of underground reservoir and overhead tanks.

Note: Activities (including cost of all consumables, tools and tackles etc.) to be carried out by the Service Provider (to be considered while quoting the rates) unless or otherwise specified.

2. Pest control for warding off flies, mosquitoes, cockroaches, insects, pests etc including spraying with Finit / Baygon spray, disinfection treatment/ fogging and anti-termite treatment in the entire premises/ complex.

3. In case Bank do not make arrangement for required minor repairs of plumbing/carpentry/electrical works the Service Provider shall arrange for such repairs, the monthly payment for such repairs shall be paid extra by the Bank on the Basis of Bill submitted by the Service Provider with detailed Breakup and supporting purchase Bills/Receipts. 15% Service Provider profit and overhead shall be paid on the actual expenses incurred by the Service Provider for such works. The Service Provider shall carry out such works only after permission and confirmation from P&E Department.

4. The Service Provider shall provide Bed Tea, Evening tea with light snacks, breakfast, lunch or dinner as per the menu card to the Bank's executive as a package. The cost of package per person for one day will be Rs.150/- and Service Provider will be reimbursed for the same as detailed hereunder. The Service Provider will collect the charges for the food package (Bed Tea, Evening tea with light snacks, breakfast, lunch or dinner) as under:

SBI Officers on official duty	
Bed Tea, Breakfast, Evening Tea with light snacks, , Lunch or Dinner	Rs. 30 per day
- Reimbursement of Rs.150.00 (From Bank Per person per day) after depositing and Room rent as per the Bank's instructions.	Rs 30.00

SBI Officers on personal visit

Charges as per Annexure - A on basis of actual consumption and Room rent as per the Bank's instructions.
--

The Service Provider has to submit the bill as per the rates stated in Annexure-A against the services catered to the Bank's Officials. The Service Provider has to pay Cooking Gas charges or arrange for the cooking gas cylinder for the purpose, same shall be considered while quoting/bidding. The Service Provider has to provide all utensils & various accessories and consumables of high standard at his own cost. Tablecloth/ linen to be changed daily and washed at his own cost.

5. The Service Provider shall be responsible for regular maintenance and watering of gardens, lawns, trees, shrubs, etc. including pruning of trees, cutting of hedge, maintenance of seasonal flowers etc. all complete at their cost. All the materials as may be required for the gardening and its regular maintenance like manure/ fertilizers/ pesticides/ saplings/ seeds/ seasonal flowers/ soil etc, if any. shall be arranged by the Service Provider, after getting the estimates for the same approved from the Bank, in advance. The Service Provider shall carryout the abovementioned works only after confirmation and permission for carrying out such works by Premises & Estate Deptt., LHO, New Delhi. The Service Provider shall keep and maintain a complaint register, at site for the Officers/Executives to record any complaints/ suggestions by them and produce the same before the officer (s) nominated by **Assistant General Manager (P&E), SBI, LHO, New Delhi** for checking during their visit to the premises/ complex.

6. The Service Providers shall also arrange for polishing of planters, pots, shining of brass plates and other name plates etc.

7. The Service Provider shall supply black plastic bags of approved quality and make and of capacity approx. 10 Kg @ 30 nos. plastic bags per month per flat/ room to all the flats/rooms for collection of garbage from the T.H., at their cost.

8. Service Provider shall be provided by the Bank various equipment and appliances (viz: cooking range, Water coolers, Deep freezers, Crockery-cutlery, and other equipment). The Service Provider shall maintain the proper record of the material issued and take care of same as a bailee, in terms of Indian Contract Act returning all these on expiry of contract.

9. 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 **Assistant General Manager (P&E), SBI, LHO, New Delhi** whose decision shall be final, conclusive, and binding on the Service Provider.

10. The Service Provider shall fully comply with all the applicable laws, rules and regulations relating to P.F. Act including the payment of P.F. contributions, Payment of Bonus Act, Minimum Wages Act, Workmen's Compensation Act, ESI, Shops and Establishment Act, CL (R&A) Act, Essential Commodities Act, Migrant Labour Act and / or such other Acts or Laws or regulations passed by the Central, State, Municipal and Local Government agency or authority, including T.D.S. as per I.T. Act, applicable from time to time and any other law for the time being in force.

11. All employees must be paid wages, special allowance and other allowances at rates, not lesser than the minimum rates prescribed by the Government of India or State Govt whichever are

higher, under relevant rules, **in their salary accounts maintained with SBI**. All the employees must have extended coverage of PF/EPF/ESIC as per the eligibility under respective acts. Appropriate deductions are also to be made towards coverage of PF/EPF/ESIC as per the eligibility under respective acts. Appropriate deductions are to be made towards Professional Tax and Income Tax from the salary wages paid, if applicable and remitted to concerned authorities. All deductions are affected from the salary / wages as per the provision of the Payment of Wages Act.

12. The hours of work of each labour shall be fixed by the Service Provider taking into considerations the current labour laws. The said work shall include maintenance, externally and internally, of the building/ blocks/ towers from ground floor to top floor including roof, parking space lobbies, corridors, staircases, and area all around the premises/ complex including roads, gardens and lawn area. The work also includes cleaning and operation of underground reservoir and overhead tanks, maintenance & watering of lawns and potted plants etc.

13. The Service Provider shall engage trained labour with proven integrity for housekeeping, maintenance, and other specialized works. The Service Provider shall ensure that its labour observes cleanliness and wears neat and clean uniforms with plastic/ acrylic name badges for their identification and that they are courteous, polite and prompt while rendering efficient service in their respective areas. The Service Provider shall have full control over its employees/laborers. The Service Provider shall give necessary guidance and instructions to its labour to carry out the jobs assigned to them by the Service Provider. All liabilities arising out of violation of local laws and / or central laws with regard to labour shall be Service Provider's responsibility. The Service Provider will on instructions of the **Assistant General Manager (P&E), SBI, LHO, New Delhi** or his/ her/ their representatives will immediately remove from the work, any of his employees/ labour(s) who may in the opinion of the Bank be found to be undesirable in the interest of the Bank itself and such personnel shall not be engaged again or allowed to work in the campus/ complex/ premises.

14. The Service Provider shall be responsible to register himself and obtain a valid license under the Contract Labour (Regulation & Abolition), Act, 1970 and Rules there under, and the Contract must comply with and carryout 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 the Act / Rules and the Service Provider shall indemnify the Bank against the penalties / claims or for any default on their part.

15. It will be the Service Provider's responsibility to ensure that the obligations under this agreement are duly preformed and observed. The Service Provider shall also designate supervisor for proper supervision of the services to be rendered by the Service Provider and / or through its labour.

16. Service Provider shall carry out improvements as may be needed for ensuring satisfactory service and shall take due notice of complaints about deficiency in services brought to his notice by the **Assistant General Manager (P&E), SBI, LHO, New Delhi** or his/ her/ their representatives or any other officer nominated by them, in this regard. The Service Provider shall submit the Daily Attendance and Complaint Register with action taken to the officer nominated by **Assistant General Manager (P&E), SBI, LHO, New Delhi**.

17. The Service Provider shall be responsible for any loss due to theft/ pilferage/ damage to the Bank's property under the Service Provider's area of service in the form of the fittings, fixtures,

furniture or other equipment 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 other fault on Service Provider's part or that of his supervisor or any of Service Provider's laborers and the Service Provider shall be liable to pay to the Bank such amount in respect of such damages/ losses as may be assessed by the **Assistant General Manager (P&E), LHO, SBI, New Delhi** , in this regard. Further, the Service Provider shall personally be responsible for good conduct and satisfactory antecedent of his employees/laborers.

18. The Bank will not be responsible financially or otherwise for any injury/death caused to any staff of Service Provider while executing the work under the agreement. The Service Provider shall be solely responsible to his employees/laborers for any injury etc. under Workmen Compensation Act or any other law, in force, applicable at the material time.

19. The Service Provider shall not permit any of his employees to use any area other than earmarked of the complex/ building/ premises for personal use.

20. The Service Providers shall engage for rendering services, trained and qualified workers equipped with proper tools, tackles and machinery. The measures for maintenance should be proactive, anticipatory and preventive.

21. The Service Provider will be responsible to immediately attend to all the complaints/requirements within the purview of the contract.

22. The Service Provider 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 Govt. or by any other authority with respect to or covered by wages, salaries or other compensation paid or payable to persons/ laborers engaged by the Service Provider.

23. The Service Provider shall be responsible for proper maintenance of all **Registers, Records and Accounts** so far as these relate to the compliance of any statutory provision/obligations and also as required by the Bank including Attendance Register. The Service Provider 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.

24. The Service Provider shall bind himself/ executor or administrator or successors 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 thereof or consequent upon any breach or default on the part of the Service Provider in respect of violation of any of the provisions of Laws/ Acts/ Rules or Regulations having the force of law or any or any award or decision by any Competent Tribunal, Court or Authority in respect of the workmen or any one employed/ engaged by the Service Provider in connection with this contract. Such indemnity bond has to be furnished / executed on a non-judicial stamp paper with the applicable stamp fixed thereon. The cost of such stamp paper, demy paper etc. shall be borne by the Service Provider.

25. The Service Provider shall be solely responsible for all the claims for its employees/ laborers and the said employees/ laborers of the Service Provider shall not make any claims whatsoever against the Bank. The Service Provider's workmen will not have any right whatsoever to get absorbed in the Bank.

26. The Service Provider shall provide weekly off/ holiday to his laborers/ workmen as per labor laws but it will be the Service Provider's responsibility to ensure uninterrupted services to the Bank on all days i.e. on Sundays and holidays as well i.e. seven (07) days a week. The Service Provider shall arrange for a reliever.
27. The Service Provider shall engage fully trained and adequately experienced workmen, who are medically fit. They should be free from all infectious contagious diseases.
28. All the dismantled materials shall be stored properly and returned to the Bank by the Service Provider or his representative (s).
29. The payment shall be made by the Bank on monthly basis on receipt of written request and submission of bills and after the receipt of satisfactory services certificate from Officers/ Executives.
30. The Service Provider shall not be allowed to sell food to person other than Bank's guest. Similarly, no entry to be given to the outsider or no eatables shall be served or no consumption of any consumable/s belonging to Bank.
31. The Service Provider shall obtain adequate insurance policy in respect of employees to be engaged for the work, towards meeting the liability of compensation arising out of death/injury/disablement at work etc.
32. The Service Provider shall be liable to comply with all 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.
33. The Service Provider would get the police verification of all employees hired by the Service Provider for the Bank's building (own/rented) done, a copy of which will be submitted to the Bank. List of employees with their Name, Photograph, Permanent address, Local address, contact number will be kept with the Bank.
34. The Service Provider shall ensure a very high standard of housekeeping and maintenance of the entire departments/ premises/ branches etc. at all times, with due regard to hygiene & cleanliness. Disposal of all garbage shall be the responsibility of Service Provider. The black plastic bag shall be provided by the Service Provider for the dust bins of branch/offices at their costs.
35. The existing drains, pipes, cables, overhead wires, sewer lines, water lines and other services encountered in the course of the execution of the work shall be protected against damage by the Service Provider at his own cost. The Service Provider shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.
36. The standard of sanitation / cleanliness shall always be to the satisfaction of the authorized representative of the officer concerned of the Bank whose decision in this regard shall be final and binding to the Service Provider.
37. No payment shall be made for any damage caused by natural calamities.
38. Under no circumstances, the Service Provider shall dispose off garbage, malva, rubbish &

other waste materials within Bank premises and the surrounding premises. If, however during the time of disposing the garbage to notified dumping ground if any penalty imposed by statutory authorities like police or Municipality corporation etc due to violation of statutory rules, The Bank shall not have any liabilities and the penalties so imposed will be borne by the Service Provider.

39. In case the Service Provider or any of the employees, fails to fulfill obligations as per the scope of work for any day or any number of days, to the satisfaction of the Bank, for any reason whatsoever, the Service Provider shall pay by way of liquidated damages up to a sum of Rs.1,000/- per day for the entire number of such days and the Bank shall without prejudice to other rights and remedies, be entitled to deduct such damages from the amount, if any, payable to the Service Provider.

PERIODICITY CHART OF HOUSE KEEPING & MAINTENANCE SERVICES

S.No.	Services	Periodicity of services
1	Sweeping and Moping of rooms	Once a day and on change of occupancy.
2	Sweeping and Moping of lobbies, corridors, drawing room, dining hall	Once a day and when warranted
3	Staircase	Sweeping twice a day, moping once a day and when warranted
4	Open terrace, Road, stilt parking etc	Sweeping/ moping once a day and when warranted
5	Cleaning of waste of garbage from room and kitchens etc	Once a day and on change of occupancy.
6	Disposal of garbage and wastepaper to the Municipal garbage	Once a day and when warranted
7	Dusting works.	Once a day and when warranted
8	Vacuum cleaning works of carpet/ sofa/ curtains and door mats	Once a week and when warranted
9	Cleaning of toilets/ WC/ Washbasin	Once a day and on change of occupancy.
10	Cleaning of Mug/ Buckets with detergents	Once a day and on change of occupancy.
11	Cleaning of bathrooms tiles, windowpanes, wall paneling and electrical fittings/ fixtures	Once a week and when warranted
12	Opening of clogged drains/ sewer lines	As and when required, but at least once a fort night
13	Maintenance and operation of Electrical fittings/ water pump and compound lights etc.	On and ongoing basis
14	Changing of fuse lamps etc.	Whenever required
15	General checking of toilet fitting and sanitary accessories. Washing /dry cleaning of bed sheets, towels, pillow covers, cleaning of room refrigerators	On change of occupancy.
16	Cleaning and disinfection of overhead/ underground water tank/s	Once in three months and when warranted

SAFETY CODE

The Safety Code has to be observed by the Service Provider as under:

1. These shall be maintained in a readily accessible place, first aid appliances including adequate supply of sterilizers, dressings, and cotton wool.
2. The injured person shall be taken to a public hospital without loss of time in case the injury necessitates hospitalization.
3. Suitable and strong scaffold should be provided for workmen for all works that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cms. (clear) and the distance between two adjacent rungs shall not be more than 30 cms. When a ladder is used, extra laborers shall be engaged for holding the ladder.
5. Every opening in the floor of a building/ block 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 as to render it unsafe.
7. Suitable face masks and disposable gloves 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 enough and free from defects.
9. The Service Provider will ensure that all types of safety measures as advised by Government are taken care of during the performance of work.
10. Safety belts/harness and helmets shall be used while working on chajja/ terrace of buildings.
11. Considering the present COVID-19 conditions, Bidders/ Vendors, has to follow statutory guidelines/norms stated by the Government for COVID-19, meticulously.

LIQUIDATED DAMAGES

1. The Bank is at liberty to impose liquidated damages as per relevant tender clause and deduct the same either from the bills submitted by the Service Provider or at its discretion from the security deposit for any damage caused to Bank's property by the Service Provider or for unsatisfactory work.
2. The Service Provider shall while maintaining or repairing the plumbing/ carpentry/ minor masonry and development works at the aforesaid complex only for the aforesaid maintenance and repair purposes, use the aforesaid and not to any other purpose and any violation or breach of this condition shall make the Service Provider 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 Service Provider shall keep all the walls floors, carpets tools and structures of the various buildings in the aforesaid complex and water drainage mains and pipes and sanitary apparatus of whatsoever nature in good, substantial and sanitary repair and proper working order and condition while carrying out the maintenance and repairs operations of the aforesaid work and shall not come cause any damage or destruction to the aforesaid fixtures and fittings and material and Service Provider expressly undertake to indemnify and keep the Bank indemnified from all monetary losses. Legal actions proceedings suffer the Bank and pay all the costs charges of expenses and whatsoever nature immediately on demand by the Bank.
4. The Service Provider 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.
5. Bank reserves the right to impose liquidated damages for minor faults like absent of workman/ delay in works etc.

DECLARATION REGARDING MINIMUM WAGES TO BE PAID BY THE SERVICE PROVIDER TO CONTRACT LABOURS

(This is to enable the SBI to satisfy them of the intention of the Service Provider to adhere to Minimum Wages Act. etc.)

1. Wage per day of Contract Labour Rs. (in figures).....

proposed to be paid by the Service Provider Rupees (in words).....

excluding employer contribution ofEPF but including

employee contribution of EPF etc.

Place :

Date :

Signature with seal of the Service Provider

Name in block letters:

Address

ANNEXURE- VI**SLA / DEDUCTION MATRIX**

Sl. No.	Default	Service Requirement / Level	Proposed Deduction
1	Short deployment	Approved manpower not deployed	Rs. 500/- per person/day or as per NIT
2	Unauthorised absence without replacement	Immediate replacement required	Rs. 500/- per person/day
3	Housekeeping deficiency	Checklist/inspection failure	Rs. 2000/- per occurrence
4	Delayed complaint response	Beyond approved SLA	Rs. 1000/- per occurrence
5	Catering failure	Meal not provided/serious deficiency	Rs. 2000/- per occurrence
6	Food hygiene failure	Unsafe/poor hygiene condition	Rs. 2000/- per occurrence + actual loss, where applicable
7	Failure to rectify repeated defect	After written instruction	Rs. 5000/- per day
8	Serious security breach	Unauthorised access/loss/misconduct	As per contract and actual loss

Note: Final deduction/penalty values shall be aligned with the approved NIT/RFP and competent authority's sanction. The figures above are placeholders and should not be inserted in the executed Agreement unless approved.