

TENDER ID	AHM201912047
DATE	30.12.2019



**SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.**  
(A Wholly Owned Subsidiary of SBI)

CIRCLE OFFICE  
SBI, 3<sup>rd</sup> Floor, LHO, Bhadra, Laldarwaja, Ahmedabad-1

**Cover-A**  
**(Technical Bid)**

TENDERS ARE INVITED FROM SBIIMS, CIRCLE OFFICE AHMEDABAD EMPANELLED FACILITY MANAGEMENT CONTRACTORS UNDER CATEGORY UP TO Rs. 10 LAKH/MONTH FOR PROVIDING HOUSEKEEPING AND OTHER SERVICES AT SBI LHO BUILDING / SBI AVANTI FLATS / GUEST HOUSES / RESIDENCES OF TOP EXECUTIVES IN AHMEDABAD.

**Name of The Tender er:** .....

**Address:** .....

**GSTIN:** .....



## CONTENTS

Sl. No	Description/ Clause	
1	Notice Inviting Tender	3-5
3	Flow chart	6
4	Price Bid Evaluation	7
5	Declaration	8
6	Instruction to tenderer	9-15
7	General condition of the contract	16-35
8	Scope of work	36-43
9	Draft agreement	44-49
10	Letter of declaration	50-51
11	Draft of BG	52-54
12	Indemnity bond	55
13	Evaluation matrix in case of tie	56



## NOTICE INVITING TENDER

SBI Infra Management Solutions Pvt. Ltd., Circle Office, Ahmedabad on behalf of State Bank of India invite two-bid tenders from SBIIMS, C.O. Ahmedabad empanelled Facility Management Contractors under category up to Rs.10 Lakh/month for providing various maintenance services of Telephone / Plumbing / Cleaning / Caretakers / Gardeners / Carpentry / Attendant cum cook etc. at Bank's LHO Building/Avanti Flats/Guest Houses/Residences of Top Executives of etc. The other details of the tender are as under:

1.	Name of Work	Tender for providing various maintenance services for Telephone / Plumbing / Cleaning / Caretakers / Gardeners / Carpentry / Attendant cum cook at SBI LHO Building / SBI Flats / Guest Houses / Residences of Top Executives of SBI in Ahmedabad.
2.	Tender processing Fee (Non-refundable)	Rs. 5,000/- (Rupees. Five Thousand Only) non-refundable to be deposited online by using SBI Internet Banking web-site <a href="http://www.onlinesbi.com">www.onlinesbi.com</a> (Detailed flow chart about how to pay tender fees online mentioned below). (Detailed flow chart about how to pay tender fees online mentioned below).
3.	Earnest Money Deposit (EMD)	<b>Rs.85,000/- (Rupees Eighty Five Thousand Only)</b> in the form of Demand Draft issued by any Nationalised / Scheduled bank drawn in favour of <b>"SBI Infra Management Solutions Pvt. Ltd."</b> payable at Ahmedabad which shall be converted into Security Deposit for successful contractor, whose tender is accepted.
4.	Security Deposit (ISD)	The successful Contractor whose tender is accepted by the SBIIMS shall be bound to deposit a sum equivalent to 5% of accepted "Annual Contract Value" including EMD as Security Deposit (SD) in the form of Banker's Cheque / demand draft issued by any Nationalised / Scheduled Bank favouring <b>"State Bank of India."</b> payable at Ahmedabad The contractor may choose to deposit the said Security Deposit (SD) in the form of Bank Guarantee (BG) of equivalent amount issued by any Nationalized / Scheduled Bank as per the SBI/SBIIMS approved format.
5.	Date for Downloading of Tender Document (Technical and Price Bid)	30.12.2019 to 10.01.2020 from Bank's Website: <a href="http://www.sbi.co.in">www.sbi.co.in</a> LINK: <a href="https://sbi.co.in/web/sbi-in-the-news/procurement-news">https://sbi.co.in/web/sbi-in-the-news/procurement-news</a>
6.	Last date and time for receipt of written queries for clarification from bidders in Pre-bid meeting.	At 12.00 Noon on 04.01.2020



7	Pre-Bid Meeting	At 3.00 PM on 04.01.2020 at address mentioned hereinafter. (Only written queries submitted by the bidders till stipulated date and time shall be discussed and clarified in the meeting)
8	Posting of clarifications on the Bidder's queries.	Clarifications, if any, shall be posted only on the Bank's website. No individual communication shall be provided to the Bidder.
9	Last date & time for submission of Technical bid along with EMD, Cost of tender processing Fee and other documents as specified in the tender in sealed Cover-A and Price Bid in sealed Cover-B. Both these sealed covers should be placed in a third sealed cover superscribing "Tender for providing maintenance service contract for Telephone/Plumbing/Cleaning/ Caretaker/Gardeners/Carpentry etc. for Bank's LHO building/Bank's flats/Guest Houses/Residences of top executives of SBI in Ahmedabad".	Up to 03:00 PM on 10.01.2020 Note: 1. It is sole responsibility of the bidder to ensure submission of their bid by stipulated date and time at specified address. The SBIIMS Pvt. Ltd. shall not entertain bids received late due to any delay on account of delivery by the courier agency/speed post or any other mode for the reasons whatsoever. 2. Tenders received without EMD and / or Tender Processing Fee shall be summarily rejected.
10	Address for submission and opening of Tender.	The Circle Head & Vice President (Civil), SBI Infra Management Solutions Pvt. Ltd., Circle Office, SBI, 3 <sup>rd</sup> Floor, LHO, Bhadra, Laldarwaja, Ahmedabad-1
11	Date and Time of Opening of Technical Bid	3.30 pm on 10.01.2020 at SBIIMS Circle Office, Ahmedabad.
12	Date and Time of opening of Price Bid	The price bid of only those contractors who will qualify and found eligible in Technical bid evaluation will be opened on 11.01.2020 at 3:30 pm after opening of Technical Bid.
13	Validity for Offer	3 (three) months from the date of opening of price bid
14	Date of Commencement of Work	1 <sup>st</sup> Day of Succeeding month of the Work Order
15	Penalty/Liquidated damages	As per relevant clause in the tender document
16	Period of Honoring Payment Certificate	15 days from the date of receipt of bill (excluding Sunday and Public Holidays).
17	Insurance	As per insurance clause of the tender document

18. 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.



19. Tenders received without EMD and Non-Refundable Tender, Processing fees shall be summarily rejected and such bidders **shall not be allowed** to participate in the online price bidding process.

20. SBIIMS reserves their rights to accept any or to reject all the tenders in part or whole without assigning reasons thereof and no correspondence shall be entertained in this regard.

21. Tenders can be downloaded from [www.sbi.co.in](http://www.sbi.co.in) (link) <Procurement News>. It shall be responsibility of the Vendor to arrange and ensure that all pages of technical and financial bid are properly bound separately. Tenders in loose pages shall be disqualified.

22. The Vendor shall sign and stamp each page of the tender document thereby ensuring the number and sequence of all pages. Tender documents without seal and signature of the authorized tenderer are liable to be rejected.

23. The intending bidders are categorically advised to submit the tender documents strictly in the attached formats only. The information required should be neatly filled/typed in **each and every columns and row** of the Formats. The applications received with “partly filled formats” not containing desired information in each and every columns/points/row of various annexures shall be treated as INCOMPLETE and such applications shall be **summarily rejected without any reference to the bidder and at the bidder’s risk and responsibility.**

24. The applicants are categorically advised to refrain from mentioning the remark “AS PER ATTACHEMENT/ENCLOSURES” in their applications and annexures to avoid rejection of their applications.

25. Conditional tenders shall be summarily rejected.

26. In case of tenders submitted by non-empanelled vendors of SBIIMS, C.O., Ahmedabad for the said work, in that case their tender will not be considered for opening and their tender processing fees will not be refunded.

27. Agencies/Companies which are registered as MSME with NSIC will also have to deposit EMD and Online non-refundable tender processing fees amount failing which the tender will not be considered.

**Circle Head & Vice President (Civil)**



## HOW TO MAKE ONLINE TENDER PROCESSING FEES

Go to SBI Internet Banking web site-<https://www.onlinesbi.com/>



Select SB Collect from Top Menu



Click Check box to Proceed



Select "All India " in state Corporate/Institution and "Commercial Services" in type of Corporate / Institution after that click go



Select " SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD." IN Commercial Services Name and Submit



Select "Tender Application Fee" in Payment category and Enter "Tender ID " and Submit



The Vendor will have to fill up the fields properly and submit upon making the payment a receipt will be generated with a reference no. on submit. The contractor has to enclose the online application payment receipt along with tender

.



**(A) EVALUATION OF PRICE BID**

1. The Bidders qualified in the Technical Bid evaluation as above shall only be allowed to participate in the price bidding.
2. The award of contract will be made to the bidder whose bid has been determined to be the lowest, responsive after arithmetic checking of all components of price bid.
3. The SBIIMS reserves their rights to accept any or to reject all the bids without assigning any reasons there for and no correspondence shall be entertained in this regard.

We have read and understood the terms & conditions of this tender and shall abide by the same.

Signature of the authorised person  
With Seal

Name: .....

Place: .....

Date: .....



## **DECLARATION**

**(TO BE SUBMITTED BY THE APPLICANT ON THEIR FIRM/COMPANY'S LETTER HEAD ALONGWITH THE TENDER )**

The Circle Head & Vice President (Civil),  
SBI Infra Management Solutions Pvt. Ltd.,  
Circle Office,  
SBI, 3<sup>rd</sup> Floor, LHO,  
Bhadra, Laldarwaja,  
AHMEDABAD-1.

I/We hereby certify that:

1. I / We have submitted tender document strictly on the format prescribed by the SBIIMS and are available on the SBI website & there is no change in formatting, number of pages etc
2. I / We have checked that no page is missing and all pages as per the index and checklist are available & that all pages of tender documents submitted by us are clear & legible.
3. I / We confirm that our firm/company is not black listed by any Government /Semi Government / PSUs or by any MNCs.
4. I / We have sealed the tender documents properly before submitting the same.
5. I /We have read carefully & understood the instructions to the applicants.
6. I / We hereby understood and accordingly confirm that all Tender documents and supporting documents/annexures etc. are required to be submitted by us strictly in the prescribed format only. In case, the Bid/documents submitted by us along with this tender is found in any other formats and not complying this condition, we hereby authorise the SBIIMS/SBI to summarily reject our tender for which we shall not make any protest.
7. I / We have not made any modification / corrections / additions /deletions etc in the tender documents downloaded from web by me / us. In case at any stage later, it is found there is difference in our downloaded tender documents from the original and / or any documentation, SBIIMS Pvt. Ltd. on behalf of SBI shall have the absolute right to disqualify / reject our Tender and also debar me / us in participating in any future tenders of SBIIMS/SBI without any prior intimation to me / us.
8. I/We hereby undertake and confirm that all the information furnished in this tender is correct and true to the best of our knowledge and belief and we own full responsibility for its correctness and authenticity.

Signature of Applicant with Seal





## INSTRUCTIONS TO TENDERER

### 1. **Purpose:**

Maintenance Service Contract for various services such as housekeeping & Maintenance / Plumbing / Carpentry works etc. purely on contract basis for a fixed period.

### 2. **Invitation:**

The SBIIMS, C.O., Ahmedabad empanelled IFMS contractors under category up to Rs. 10 Lakh/month who are desirous of taking up the Services for SBI are invited to submit their technical and commercial proposal in response to this Tender. The criteria and the actual process of evaluation and subsequent selection of the successful bidder (L1) will be entirely at SBIIMS's discretion.

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

### 3. **Eligibility Criteria:**

The SBIIMS, C.O., Ahmedabad empanelled IFMS contractors under category up to Rs. 10 Lakh/month are only eligible to participate in this tender.

### 4. **Disclaimer:**

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

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



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

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

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

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

#### **5. Clarifications & Amendments:**

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

#### **6. Bid Integrity:**

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

#### **7. Format and Signing of Bid**

- i. The bidder should prepare submission as per minimum eligibility criteria, Technical Bid, Price Bid and other requested information.
- ii. All pages of the Bid document should be serially numbered and shall be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature. The bidder should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.



- iii. Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) them in full.
  - iv. Bid should be typed and submitted on A4 size paper [font times Ariel 11], spirally bound securely and in serial order. Bidders responding to this Tender shall submit covering letter included with the bid and compliance certification statement required for submission of a proposal.
  - v. In the event of the target date for the receipt of bids being declared as holiday for the SBIIMS, the bids will be received till the target time on the next working day. The SBIIMS may at its discretion extend the bid submission date. The modified target date & time will be notified on the web site of the Bank.
8. The Bidders requiring any clarification on the bidding documents should submit written queries as mentioned in NIT.
  9. At any time prior to the deadline for submission of bids, SBIIMS may modify or alter the bidding document by issuing an amendment.
  10. Any addendum/corrigendum as well as clarification thus issued shall be a part of the tender documents and it will be assumed that the information contained in the amendment would have been taken into account by the tenderer in its tender submission.
  11. Any clarification issued by SBIIMS will be in the form of an addendum / corrigendum and will be available in SBI's website – <http://sbi.co.in> under “procurement news”. The amendment will be binding on all bidders. SBI, at its discretion may extend the deadline for submission of bids which shall be informed to all through SBI's website- <http://sbi.co.in> (procurement news).
  12. The Contractor shall ensure that they are fully conversant with the premises in question as well as with the business activities thereat and its related manpower requirements for the work specified.
  13. The SBIIMS shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the personnel with prior permission of the SBIIMS, except under emergencies / unavoidable circumstances.
  14. The Contractor shall exercise adequate supervision to ensure proper performance of Services in accordance with the requirements.
  15. The Contractor shall issue identity cards/ identification documents to all its employees.
  16. The personnel of the Contractor shall not be the employees of the SBIIMS/SBI and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract.
  17. The Contractor shall also provide at its own cost all benefits; statutory or otherwise to its employees and the SBIIMS/SBI shall not have any liability whatsoever on this account.



18. The details of the machineries proposed to deploy and other technical details can be furnished in the Technical bid.
19. No costs incurred by the applicant in applying, in providing necessary clarifications or attending discussions, conferences or site visits will be reimbursed by the SBI/SBIIMS.
20. The Technical Bid and the Price Bid will be opened as per the schedule given in NIT.
21. Tenders received after the due date and time is liable for rejection. SBIIMS reserves its right to reject any / or all the applications without assigning any reasons whatsoever and no correspondence shall be entertained in this regard.
22. All entries in tender documents should be in one ink. All cancellation and insertion should be duly signed by tenderer concerned with proper indication of the name designation and address of the person signing.
23. Tenderers shall fill in all the required particulars in the blank space provided for this purpose in the tender documents and also sign & stamp in each and every page of the tender document before submitting tender.
24. The rate should be quoted in Indian Currency only.
25. In quoting rates, the tenderers are advised to take into account all factors including any fluctuations in market rates. Please note that the rate quoted in the tender shall remain firm and valid for the contract period of 'ONE YEAR' from the date of commencement of work except manpower. During this period no request for enhancement / escalation in rates shall be considered under any circumstances except rates for manpower which will be revised as per notification issued by the Ministry of Labour, Government of India.
26. The rate quoted by the tenderer should be inclusive of wages to the labourers, supervisors, equipments, Cleaning material, maintenance of the machineries, Uniform/Shoes/Seasonal outfits, contractors profit, transportation charges and all statutory levies, applicable taxes, EPF, ESI, Bonus and any other statutory component as per the Central Government Minimum Wages Act but excluding Goods & Service Tax (GST).
27. The tenderers are advised to inspect the site and acquaint themselves with the actual working and prevailing site conditions before quoting the rates.
28. Please note that it is tenderers' responsibility to provide all items which may not be specifically mentioned in the scope of works but are necessary to complete the work and subject services to the satisfaction of the SBI.
29. The SBIIMS shall not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
30. No employee of SBI/SBIIMS shall be engaged by the contractor during the course of carrying out the works.



31. The tenderer shall deposit a sum of **Rs.85,000/- (Rupees Eighty Five Thousand Only)** Earnest Money Deposit in the form of DD/Banker's Cheque drawn in favour of SBI Infra Management Solutions Pvt. Ltd., payable at Ahmedabad and non refundable online tender processing fees of Rs.5000/- (Rs. Five Thousand Only).
32. No interest shall be paid on the EMD. The tender received without EMD and Tender processing fees receipt shall be summarily rejected.
33. If any tenderer withdraws his tender before the said period or make any modifications in the original terms and conditions of the tender, the SBIIMS shall, without prejudice to any other right or remedy, be at liberty to cancel such tenders and forfeit full value of the EMD as aforesaid.
34. The contractor has to maintain an attendance register of the persons employed and the same will be inspected daily by the SBI/SBIIMS's Officer-in-charge.
35. If any of the labour employed by the contractor is found to be under performing or any mobilization is found or found under the influence of alcohol or any abusive substance / reported while on duty, such person/persons shall not be allowed to work at site anymore and the SBI/SBIIMS reserves the rights to ask contractors for immediately removal such person(s) with suitable substitute immediately.
36. The contractor has to submit the Police verification/KYC/Insurance policy/EPF/ESIC details of all the people deployed by him at site before commencement of work. In case of any replacement during the pendency of the agreement, submission of police verification documents of such replaced staff is to be made available immediately.
37. The staff deployed at site should be physically fit to handle the works detailed in the scope. The full bio-data of the staff deployed at site like their full address, educational qualification, age proof etc shall be made available before commencement of work. The staff has to be deployed in consultation with the SBIIMS officials after performing the interview of the staff.
38. No alterations or additions are to be made by the Contractors to the tender document. Violation of this instruction will attract rejection of the tender at the discretion of the SBIIMS.
39. Tender shall be quoted on the prescribed format only. The tenders quoted in any other format shall be summarily rejected and EMD of such tenderer shall be forfeited.
40. Quoted rates per unit being different from those prescribed in the tender shall render the bid disqualified without any claim/explanation.
41. All the parts of this tender documents i.e. Tender Notice, General rules and Instructions to tenderers, offer letter, General conditions of contract, Annexures etc. shall constitute part of the contract document.
42. The contractor shall follow such Act, rules and regulations of the Local government bodies, State/Central Government labour laws that are in force and that may be framed



from time to time for completion of work. SBI/SBIIMS shall not be responsible for any infringement of the various statutes in force by the contractor.

43. The contractor shall take, at his own cost the necessary license from statutory authorities in respect of this work. The expenses in completing the formalities in executing the agreement including expenses towards stamp paper, Registration charges, etc., if any, shall be borne by the contractor.
44. STATUTORY DEDUCTION towards INCOME TAX, Work Contract Tax and any other statutory deductions as per the law prevalent will be made as per Rules.
45. The contractor shall be responsible to ensure making payment of "Prevailing Minimum Wages" as notified by Regional Labour Commissioner (Central) to their labourers/employees directly in their SBI accounts and shall produce relevant documents to the SBIIMS for verification every month along with their monthly bills failing which bills may not be paid.
46. The contractor shall be bound to submit original challans and other documents with regard to payment of ESIC/EPF/Bonus any other statutory dues /compliances/pay slip along with monthly bill to the SBIIMS, failing which bill will not be entertained.
47. The manpower required is tentative which may increase or decrease. On the event of supply of extra manpower the contractor will be paid extra amount on proportionate as per agreed rates. Similarly, in the event of supply of less number of manpower the proportionate amount shall be deducted from the monthly bill.
48. No extra payment towards transportation, Consumable monthly cleaning items, Lifting/Shifting of materials, extra work hours if work is not to the satisfaction of the SBIIMS or any other charges other than the quoted rates will be paid by the SBI.
49. The contractor has to quote the amount for 31 days and payment will be made to them on monthly basis as per actual number of days of deployment of labour for maintenance services.

50. BID DOCUMENTS & TECHNICAL BID:

- (i) The bidders are advised to submit various documents in sealed Envelope marked as "TENDER PART-A" to the office of SBI Infra Solutions Pvt Ltd. at the address mentioned hereinbefore by the stipulated date i.e.
  - a) Hard Copy of Technical Bid duly filled, signed and stamped by the Authorised Signatory on each page
  - b) Demand Draft of specified amount of EMD
  - c) Non-refundable online tender processing fees receipt.
  - d) Letter of Declarations
- (ii) Contractors not submitting any one or more documents mentioned above and elsewhere in this document shall not be eligible to participate in the price bidding.



- (iii) The above mentioned tender documents and other supporting papers should be placed in a sealed Envelope marked “A” and Price Bid in sealed cover-“B” and both these two sealed covers placed in a third sealed cover super scribing “Tender for maintenance services of Telephone / Plumbing / Cleaning / Caretakers / Gardeners at LHO Building/SBI Flats/Guest Houses / Residences of Top Executives of SBI. Technical Bid not accompanied by any one or more of the abovementioned documents shall be summarily rejected and such bidders shall not be allowed to participate in price bidding for the project under any circumstances.
- (iv) The EMD of the bidders not qualified for the reasons whatsoever including disqualification in the Technical Bid Evaluation shall be returned to the bidder's registered address by Speed Post/Courier/Registered Post.
- (v) The intending bidders are categorically advised to submit the tender documents strictly in the attached formats only. The information required should be neatly filled/typed in each and every columns and row of the Formats. The tender received with “partly filled formats” not containing desired information in each and every columns/points/row of various annexures shall be treated as INCOMPLETE and such applications shall be summarily rejected.
- (vi) The tenderers are categorically advised to refrain from mentioning the remark “AS PER ATTACHEMENT/ENCLOSURES” in their applications and annexures to avoid rejection of their applications.
51. No union formation is allowed.
52. The Contractor's supervisor shall be first line of contact for SBIIMS/SBI, who shall report to the designated officers of SBIIMS/SBI for all requirements.
53. The quantity for manpower, cleaning material and machines mentioned in this tender is minimum indicative. It shall, however, be sole responsibility of the contractor to ensure deployment of additional manpower required, if any, for execution of work and services to the utmost satisfaction of client/employer/owner i.e. SBI/SBIIMS without any extra charge but within the accepted tender amount only.
54. In case, any demand is raised by the SBIIMS/SBI for providing additional manpower for any extra work /activity other than those pertaining to the scope of work of the captioned project, the contractor shall make arrangements for the same and cost thereof shall be paid by the SBI on the basis of minimum wages.



## **GENERAL CONDITIONS OF THE CONTRACT**

### **DEFINITIONS:**

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

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

**'Employer means'** State Bank of India having its Local Head Office at SBI, 3<sup>rd</sup> Floor, LHO, Bhadra, Laldarwaja, Ahmedabad.

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

**'The Contractor or Contractors'** means the firm, company or person engaged by the SBIIMS on behalf of SBI to carry out the work. It shall also include their legal representative(s), successors or assigns.

**'Site'** means State Bank of India, LHO Building Ahmedabad /SBI Flats/Guest Houses/Residences of Top Executives of SBI, where the works are to be carried out.

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

**'The schedule of quantity'** means the schedule of quantity as specified and forming part of this contract.

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

**'Month'** means calendar month.

**'Week'** means seven consecutive days.

**'Day'** means a calendar day beginning and ending at 00 hrs. and 24 hrs. respectively.

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





## 2.LANGUAGE:

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

## 3.INSPECTION OF SITE:

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

## 4.CONTRACTOR TO INFORM HIMSELF FULLY:

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

## 5.WORK TO BE CARRIED OUT:

The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants and equipment which may be required for carrying out the work satisfactorily.

## 6. SUFFICIENCY OF TENDER :

The Contractor shall have deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rate(s) and price(s) quoted in the Schedule of Quantity, which rate(s) and price(s) shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for carrying out the work.

## 7. AWARD OF CONTRACT:

- (i) The SBIIMS on behalf of SBI will award the contract to the successful lowest tenderer whose tender has been determined to be substantially responsive and has been determined as successful evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.



- (ii) The SBIIMS reserves the right to increase or decrease the quantum of service to be provided and also reserves the right to cancel or revise any or all the tenders or part of tenders without giving any reasons thereto with no cost to the SBIIMS/SBI.
- (iii) The SBIIMS/SBI reserves their rights to split the scope of work to different agencies within its sole discretion.
- (iv) If the scope of work under this tender covers more than one sites / offices / complexes / colonies / Apartments having separate Price Bids, the SBIIMS/SBI may entrust the work to more than one bidder within its sole discretion and no claim compensation for the same shall be entertained.
- (v) The successful bidder(s) shall be bound to execute separate agreement for each site. Also, the SBIIMS/SBI reserve their rights to withdraw/cancel/delete any work of any site in part or whole any time during the currency of contract by giving one month's notice in writing without assigning any reasons therefor and the contractor shall have no right to make any representation for the same.

#### 8. SIGNING OF CONTRACT DOCUMENTS

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

#### 9. WORK ORDER:

Within the validity period of the tender, the SBIIMS shall issue a work order by registered post / courier or otherwise handover personally to the contractor to enter into an agreement for carrying out the work as per the terms of the tender. The work order shall constitute a binding contract between the Employer and the Contractor.

#### 10. CONTRACT DOCUMENT:

On receipt of work order from the Employer, the successful tenderer shall be bound to implement the contract and within 14 days thereof, he shall sign an agreement on a non-judicial stamp paper of appropriate value. The contractor shall be furnished, one certified copy of the contract documents as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

#### 11. EARNEST MONEY DEPOSIT (EMD)

The tenderer shall furnish EMD of **Rs.85,000/- (Rupees Eighty Five Thousand Only)** in the form of Demand Draft / Banker's Cheque / Pay Order drawn in favour of SBI Infra Management Solutions Pvt Ltd payable at Ahmedabad. No tender shall be considered unless the EMD is so deposited in the required form along with the tender.

No interest shall be paid on EMD.

The EMD of the unsuccessful tenderer shall be returned within 30 days without interest after the decision to award the work is taken.



All compensation or other sums of money payable by the contractor to the Employer under the terms of this contract may be deducted from the Earnest Money Deposit if the amount so permits or from any sums payable to the contractor and the contractor within ten days after such deductions shall make good the amount so deducted.

#### 12. FORFEITURE OF EMD:

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

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

#### 13. SECURITY DEPOSIT:

- i. The successful bidder should submit a Security Deposit for 5% of awarded Annual contract value in the form of FDR/TDR issued by any Nationalised Bank in favour of "State Bank of India. A/c M/s ..... (Name of the Contractor firm)" payable at Ahmedabad within fourteen days from the date of acceptance of the tender for due performance of the Contract.
- ii. The contractor may choose to deposit the prescribed Security Deposit by way of Bank Guarantee issued by a Scheduled Bank in India other than SBI in the format approved/provided by the SBIIMS. The Bank Guarantee should be valid for initial contract period of 1 (One) year from the date of commencement of contract. The Bank guarantee should also contain a claim period of three months from the last date of validity. The BG shall be further renewed on yearly basis subject to renewal of the contract by the SBIIMS.

14. The contractor's authorised representative shall be in attendance in the premises during all working hours for supervising the work. For any negligence of the service employed by the contractor or for any loss or damage caused or occasioned by himself, his agents or workmen in respect of the property of SBI, the contractor shall be personally responsible and shall make good the loss forthwith.

15. All activities of work done under this contract shall be entered in a register on a daily basis so that complete record of all the works performed is maintained and signed with date by both parties viz., persons authorized for and on behalf of SBI / SBIIMS and the contractor each day on completion of work.

16. Without prejudice to any rights or remedies under this agreement if the contractor dies, the SBIIMS authorities shall have the right to terminate this agreement without any liability whatsoever as regards execution of the work for the balance contract period after the death of the contractor.



#### 17.INSURANCE OF WORKS:

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

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

The whole of work included in the contract shall be carried out by the contractor and he shall not directly entrust and engage or indirectly transfer assign or underlet the contract or any part or share thereof or interest therein without the written consent of the Employer and no undertaking shall relieve the contractor from the responsibility of the contractor from active superintendence of the work.

In case of breach, the SBIIMS shall be at liberty to serve notice and rescind the contract along with forfeiting of the EMD (i.e. security deposit) and invoke the Bank guarantee / performance guarantee if required.

#### 19. PROTECTION OF WORKS AND PROPERTY:

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



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

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

#### 20. CONTRACTOR TO SUPPLY TOOLS & PLANTS ETC.:

- Schedule of major equipment to be kept at site should be attached:
- The list of major equipments to be deployed by the contractor should be enclosed.
- The equipments to be kept on site should be absolutely new and the contractor should submit the copies of the purchase bills to SBIIMS.
- The contractor should ensure that the equipment provided on site are functioning at all times.

#### 21. WAGES TO BE PAID:

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

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

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

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

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

The rate quoted shall be inclusive of Salary as per minimum wages act including EPS, ESIC, bonus, overtime, conveyance, food expenses, Cleaning materials, Uniform/Shoes etc. as per tender and the Employer shall not be responsible for any payment towards the above components.



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

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

Please note that all the above components should be necessarily present in the pay structures to be adopted /paid to all the categories of staff viz. Facility manager, Manager, Supervisors, attendants (both male and female). The contractor may like to add any other component as they may desire to the above list to have better staff.

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

### 23. UNIFORM:

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

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

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

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

- i. PF challan for the previous month.
- ii. A separate sheet mentioning the names of the staff deputed at SBI Site,
- iii. Wages/Salary amount credited in the SBI account of individual,
- iv. Amount of PF & ESI Deposited in their respective account. The statement should have the PF number of the staff and the agency shall fix its official seal and signature on the statement.
- v. A separate covering letter undertaking that the PF amounts have been credited rightly as per the statement enclosed should also be submitted.
- vi. ESIC challan for the previous month along with separate sheet mentioning the names of the staff deputed at SBI Site (name of site to be mentioned) and the amount credited against their account with the ESIC office.



- vii. The statement should have the ESIC number of the staff and the agency shall fix its office seal and signature on the statement. A separate covering letter undertaking that the ESIC amounts have been credited rightly as per the statement enclosed should also be submitted. For staff who are out of the ESIC ambit, clear details of number of people covered under ESIC and Workmen compensation policy shall be indicated.
- viii. The original wages register, signed by your employees deputed to SBI sites, in token of receipt of payment for the previous month, should be submitted for certification of SBI/SBIIMS representative, as the principal Employer, every month.

25. Whenever under the contract any sum of money shall be recovered from, or payable by the contractor, the same shall be paid by the contractor on demand. The SBIIMS may also deduct such amounts from any dues of the contractor, or from any sum which at any time there after becomes due to the contractor under his contract or under any other contract or from his security deposit, in respect of this work or in respect of any other works.

26. If State Bank of India engages workers to complete any part or whole of the work as per this contract for any period, due to failure of the contractor to engage adequate number of workers, in that event, contractor has to reimburse to SBI/SBIIMS, the extra cost involved on this account.

#### 27. WORK ON SUNDAY AND HOLIDAYS:

The contractor has to arrange for engaging his workers on Sunday and holidays as required by the employer. No Extra payment on this account will be made by the Employer. However, there will be one weekly holiday for each employee on rotation basis.

#### 28. ADDITIONAL WORK:

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

#### 29. COMPLIANCE WITH ALL STATUTORY REQUIREMENTS:

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

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

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



### 30. OTHER COMPLIANCES:

The Contractor should ensure compliance of the following for smooth execution of work:

- Identity card should be issued by the contractors to the contract staff deputed on State Bank of India site.
- All contract staff deputed by the contractor at SBI site should have in possession Identity card issued by the contractors.
- The Payment slips should be issued by the contractors to the staff deputed on SBI site.
- All Contract staff should bear specified uniform bearing badges of Company's name and other safety accessories, viz Helmet, Safety belt, etc.

### 31. LOCAL LAWS, ACTS, REGULATIONS

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

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

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

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





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

### 32. CONTRACT PERIOD:

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

### 33. DISMISSAL OF WORKMEN:

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

### 34. TECHNICAL AUDIT / SCRUTINY:

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

### 35. RECORDS OF DAILY OPERATION:

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

### 36. INSPECTION BY EMPLOYER:

- General
- The Employer shall have the right to inspect at all times any tools, instruments, materials / chemicals, staging or equipment used or to be used in the performance of the WORKS. The contractor shall make all parts of the WORK accessible for these inspections.
- Rejection of work and Equipment
- The Employer shall have the right to condemn any or all tools, instruments, materials / chemicals, equipment or work which does not confirm to the specifications.



- The contractor shall be responsible for any breakage caused by its workers at the site. Breakage of any light fixtures, furniture, tiles, mirror, glass, any other fittings/fixtures provided in the building by the persons employed by the contractor due to their negligence will have to be set right by the contractor at his cost within 3 days of such damages. In case of their failure to do so, the SBIIMS shall be at liberty to get the same done from any other agency at the Contractor's cost, risk and consequences.

### 37 REPORTING AND RECORD KEEPING:

#### Management reporting and process reviews

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

#### Operating Meetings

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

#### Performance Review Meeting

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

#### Quality Assurance

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

### 38. FORCE MAJEURE:

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

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

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



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

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

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

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

#### 39. ACCIDENTS:

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

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

#### 40. LABOUR:

- i. The Contractor shall employ suitable labour to carry out the respective work to the satisfaction of the SBIIMS/SBI.
- ii. The contractor shall furnish to the SBIIMS at the intervals specified by SBIIMS, a distribution of the number and description of labour employed in carrying out various works / activities.
- iii. The Contractor shall submit on every month to the SBIIMS a statement showing in respect of the preceding month:
  - (a) The number of labourers employed by them on the work.
  - (b) Their working hours.
  - (c) The wages paid to them.
  - (d) The accidents occurred, if any, during the said month showing the circumstances under which they happened and the extent of damage and injury caused by them and
  - (e) The number of female workers who have been allowed maternity benefits as provided in the maternity benefit Act, 1961 or Rules made there under and the amount paid to them.



- iv. The contractor shall apply and obtain license under the Contract Labour (R&A) Act 1970 and comply with the relevant provision of this Act, in respect of the labour employed by him for executing this contract. The contractor shall furnish necessary returns to the authority through SBI.
- v. The minimum age of the labour employed shall not be below 18 years.
- vi. The contractor should take independent code numbers under EPF Act 1952 and ESI Act 1948 and shall cover his workmen under the employee's provident fund schemes and Employees State Insurance Act 1948 and show proof of payment of subscriptions/contributions to the concerned authorities.
- vii. Both in respect of ESI/EPF the contractor shall obtain necessary declaration forms from his employees and obtain individual insurance and PF number and shall furnish to the SBIIMS every month, necessary proofs for having made remittance of ESI and PF contributions in respect of all contract labourers engaged by him.
- viii. As regards Employees State Insurance Act, the contractor shall submit photostat copies of the challans of remittance of the contributions (both the employee's contributions and his own contribution there on) to the ESI corporation in respect of the employees engaged in SBI him for this work for the relevant period before any payment is released by SBI.
- ix. As regards the Employees Provident Fund and Miscellaneous Provision Act 1952 and rules and regulations and schemes framed there under, he shall be liable to pay employees compensation under the Act in respect of all labour employed by him for the execution of the contract. For this purpose, he shall indicate the code number obtained by him from the Regional Provident Fund Commissioner and produce the Photostat copy of the challan receipt of monthly remittance.
- x. He shall also furnish such returns as are due under the Act to be sent to the appropriate authorities through SBI.
- xi. The contractor is required to take Insurance for all the workers employed on the works towards payments for workmen compensation. The Insurance has to be taken within 15 days of the award of work and has to be provided at the signing of the agreement.
- xii. The contractor shall be fully responsible for the consequences arising out of default and SBIIMS may treat it as breach of Contract and reserves the right to terminate the Contract.
- xiii. The contractor shall pay wages to his workmen at the rates as applicable under the Minimum Wages Act as per Central Government guidelines for unskilled and for semiskilled/equivalent categories.
- xiv. The contractor shall disburse the wages through credit to their accounts and account statement should be enclosed along with the monthly bill.
- xv. The duration of duty is eight hours per day per person. To keep the efficiency and alertness the overtime will be kept to the barest minimum.
- xvi. The staff/workers employed by the contractor shall not find under the influence of alcohol or any abusive substance at any point of time. Further, the mobilization of the workers engaged shall be such that they maintain the dignity of the office at all time and any incident of mobilization or indecency is noticed at the work place SBIIMS shall have the right for asking replacement of such workers employed by the contractor.

#### 41. TERMINATION:

- (a) SBIIMS shall be at liberty to terminate the contract by issuing one month's notice to the contractor without assigning any reason whatsoever. SBIIMS shall not recommend any claim /compensation by Contractor for such termination of Contract.



- (b) As regards unsatisfactory performance or non-compliance with any of the terms and conditions of the contract by the contractor or abandoning the work, the SBIIMS/SBI shall have the right to terminate the contract forthwith with one month's notice and rearrange the work through other agencies at Contractor's risk, cost and consequences and under such circumstances, the security deposit paid by the contractor shall stand forfeited, besides any other action deemed fit including de-paneling the contractor or debarring them in future tendering process.

**42. SAFETY CODE – RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT:**

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

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

The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized SBIIMS officials: -

- Safety Helmets conforming to IS-2925:1984
- Safety Belts conforming to IS-3521:1983
- Safety Shoes conforming to IS-1989:1978
- Eye and Face protection devices conforming to IS-8520:1977 and IS-8940:1978.
- Hand and body protection devices conforming to: IS-2573:1975, IS-6994:1973, IS-8807:1978, IS-8519:1977,

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

The contractor shall adopt all fire safety measures.

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

The contractor shall be held responsible for any violation of statutory regulations local, state or central and SBIIMS/SBI instructions, that may endanger safety of men, equipment, material and



environment in his scope of work or another contractor's or agency's. Cost of damages if any, to life and property arising out of such violation of statutory regulations and SBI/SBIIMS instructions shall be borne by the contractor.

#### 43. INDEMNITY BOND:

- Contractor shall sign an Indemnity Bond in an approved format as per Appendix-6 before starting the work, indemnifying the SBIIMS/SBI from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the work place due to non-adherence to safety codes, not following the standard work procedures and for violating rules and regulations for which the contractor shall be solely responsible.
- In case of any damage to property by the contractor, SBIIMS shall have the right to recover the cost of such damages from payments due to the contractor and decision of the SBIIMS shall be binding on the Contractor.
- In the event of any damage to the loose furniture, interiors, computers and such other equipment or to the existing building structure etc., during carrying out the contract works, the cost of repairing the same including the cost of replacement if any will be recovered from the contractor.
- If the contractor fails to improve the standards of safety in its operation to the satisfaction of SBI/SBIIMS after being given a reasonable opportunity to do so, and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized SBI/SBIIMS official, the SBIIMS shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by State Bank of India.
- Before commencing the work, the contractor shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of State Bank of India.

#### 44. SETTLEMENT OF DISPUTES AND ARBITRATION:

- **Resolution of dispute:** In the event of any question, dispute or differences in respect of contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract arises, the parties may mutually settle the dispute amicably.
- **Arbitration:** Any dispute and/or difference arising out of or relating to this contract including interpretation of its terms will be resolved through joint discussion of the authorized representatives of the parties. If the disputes are not resolved by discussions then the matter will be referred for adjudication to the arbitration of a single arbitrator to be appointed by mutual consent of the parties. The arbitration proceedings shall be conducted in Ahmedabad and in English language only and in accordance with the provisions of Arbitration & Conciliation Act 1996 or any statutory re-enactment thereof. The decision of the arbitrator shall be final and binding on the parties.



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

#### 45. FORECLOSURE OF CONTRACT IN FULL OR IN PART:

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

#### 46. PROPOSED WORK METHODS, SUPPLIES AND PLAN:

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

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

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

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

#### 47. PRICES:

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



produce proof from the concerned Competent Authorities for having paid additional tax on the services provided to the SBIIMS/SBI and can also claim the same in the invoice.

#### 48. INSOLVENCY:

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

- i) If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or
- ii) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or manager.
- iii) If the contractor commits any breach of this contract not herein specifically provided for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the SBIIMS/SBI and provided also that the contractor shall be liable to pay the SBIIMS/SBI for any extra expenditure, it is thereby put to but shall not be entitled to any gain on repurchased.

#### 48. CONFIDENTIALITY:

- Information relating to the examination, clarification, evaluation, and comparison of tenders, and recommendations for the award of a contract shall not be disclosed to tenderer or any other persons, not officially concerned with such process, until the notification of contract award is made.
- Any effort by the tenderer to influence the SBIIMS/SBI in the bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Tenderer's bid.

#### 49. CORRUPT OR FRAUDULENT PRACTICES:

- The SBIIMS/SBI as well as Tenderer shall observe the highest standard of ethics during the procurement and execution of such contracts.
- "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and.
- "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the detriment of SBIIMS/SBI and includes collusive practice among Tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-





competitive levels and to deprive the SBIIMS/SBI of the benefits of free and open competition.

- “Collusive practice” means a scheme or arrangement between two or more tenderers, with or without the knowledge of the SBIIMS/SBI, designed to establish tender prices at artificial, non-competitive level; and.
- “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of the contract.
- The SBIIMS/SBI will reject a tender for award if it determines that the tenderer recommended for award has directly or through an agent engaged in corrupt or fraudulent practices in competing for the contract in question.
- The SBIIMS/SBI will declare a firm or individual as ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

#### 50. PENALTIES /LIQUIDATED DAMAGES:

- The Contractor shall disburse salary to its deployed manpower as per Central Govt. minimum wages Act latest by 15<sup>th</sup> of every month, failing which penalty equivalent to one-day salary (Basic + DA) per delayed day shall be credited by the contractor into the account of the respective employees whose salary has been delayed, apart from his regular remuneration which the contractor is payable to him. Proof of the same shall be submitted to the SBIIMS/SBI along with the bills of the next month. If such scenario continues for a period of 3 continuous months then the contract shall be liable to be terminated. Security Deposit / Performance Bank Guarantee shall be forfeited and Bank guarantee shall be encashed. The SBIIMS/SBI will have the power to appoint any other agency for the manpower services at the risk and cost of the Contractor.
- The Contractor has to maintain adequate number of manpower as per this contract and also arrange a pool of standby manpower/supervisor. If the required number of manpower/supervisors are less than specified number as mentioned in the contract, a penalty of Rs. 1000/- per absentee per day shall be deducted from the bill(s).
- In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned number of manpower, the SBIIMS/SBI shall make deductions at double the rate of hiring rate on pro-rata basis from the bills preferred by the Contractor or that may become due to the Contractor under this or any other contract or from the security deposit or may be demanded from the Contractor to be paid within seven days to the credit of the SBIIMS/SBI.
- An amount of Rs.2500/- will be levied as liquidated damages per day per floor for any building from the Contractor whenever and wherever if found that the work is



not up to the mark. If the Contractor fails to perform as per the satisfaction of the SBIIMS/ SBI within 15 days, liquidated damages clause as incorporated in the tender document of the Contractor by SBIIMS will be invoked.

- Under any circumstances the collected wastes should not be burnt or dumped inside the campus. In case of any such observation by the SBIIMS, the Contractor shall be penalized up to 5% of the monthly Bill amount which will be deducted from any bills/dues of Contractor.

#### 51. PRICE VARIATION CLAUSE:

**Price variation for Labour component:** Please note that minimum wages should be paid and revised during the contract period as per notification issued by the Ministry of Labour, Government of India. However, other component of the price bid will remain fixed during the contract period.

The SBI/SBIIMS may consider renewal of contract for similar one term on the same terms and conditions except minimum wages which shall be considered as per Central Government rates prevailing at material time provided that the service rendered by the vendor are found satisfactory. However, renewal of contract is discretion of the SBIIMS/SBI and the contractor shall have no right to claim for the same.

#### 52. VALIDITY OF CONTRACT:

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

#### 53. ASSIGNMENT AND SUBLETTING:

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

#### 54. SEXUAL HARASSMENT:

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

- i. In case of any complaint of sexual harassment against its employee/s, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor and the contractor shall ensure appropriate action under the said Act in respect to the complaint.
- ii. Any complaint of sexual harassment from any aggrieved employee of the State Bank of India (SBI) against any employee/s of the contractor shall be taken cognizance of by the State Bank of India (SBI).



- iii. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual harassment/violence by the employee of the contractor is proved.
- iv. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

#### 55. NON-DISCLOSURE:

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



## **SCOPE OF WORK**

The bidders are required to provide Integrated Facility Management services for all of the following services to be set up for an effective service delivery process

- ❖ Housekeeping/cleaning.
- ❖ Laundry Services.
- ❖ Electro – mechanical Maintenance Services.
- ❖ Plumbing and Sanitation.
- ❖ Horticulture/landscaping Service
- ❖ Waste Management-Garbage
- ❖ Guest House Management & Maintenance including hospitality services.
- ❖ Carpentry Services
- ❖ Telephone maintenance Services

The brief details of scopes of services are mentioned below:

### **A. Housekeeping Services**

Sr. No	Activity	Frequency
1	<u>Sweeping &amp; Cleaning</u> <ul style="list-style-type: none"> <li>• Sweeping &amp; mopping of the flats/bungalow including balcony, dry balcony (if any).</li> <li>• Sweeping &amp; mopping of Health club, swimming club, gymnasium etc. in complexes where it exists.</li> <li>• Dry and wet mopping of the furniture.</li> <li>• Dusting of sofa</li> <li>• Cleaning of utensils</li> <li>• Cleaning of kitchen platform</li> <li>• Dry wiping of kitchen appliances</li> <li>• Watering of inside plants</li> <li>• Cleaning of all Toilets, Bathrooms, Wash Basins and Mirror</li> <li>• Cleaning of fitting like Taps, soap dispenser, towel rods, flush tanks/valves etc.</li> <li>• Sweeping of staircases from Ground floor to Terrace level, common / lift lobbies, podium, car parking, pump rooms, services rooms, security cabins etc. and also removing cobwebs from the common areas i.e. above and under the staircases, meter boards etc.</li> <li>• Upkeep of playground equipment's, cleaning of the pond / fountain water for removal of the tree leaves and feathers.</li> <li>• Sweeping of car parking (covered and open), roads, pathways, podiums and all common areas inside the boundary walls of colony.</li> <li>• Terrace cleaning once in a month.</li> </ul>	Daily



2	<p><u>Trash Removal</u></p> <ul style="list-style-type: none"> <li>• Collection of wet and dry garbage separately from all occupied flats and disposal of the same as per the instructions of AMC.</li> <li>• All the wastes, trash, debris, paper/card board wastes, etc. has to be disposed from the campus as per the guidelines of AMC. Any co-ordination in this regard with AMC has to be carried out by the Contractor. If any vehicle is arranged by the contractor for disposing of garbage from top executive residences then vehicle charges shall be paid extra on production of actual bill.</li> <li>• Under no circumstances the collected wastes should be dumped inside the campus. In case of any such observation by the SBIIMS, the Contractor shall be penalised up to 5% deduction in the monthly bills.</li> </ul>	Daily
3	<p><u>Deep Cleaning</u></p> <ul style="list-style-type: none"> <li>• Clearing of cobweb inside the flats/bungalow as well as common areas.</li> <li>• Cleaning of bathrooms and toilet dado/skirting inside all flats and common toilets.</li> <li>• Cleaning of buckets, mugs with detergent</li> <li>• Cleaning of windows including glass panes, channel etc.</li> <li>• Cleaning of sign boards and signages</li> <li>• Cleaning of planters, polishing brass name plates etc.</li> <li>• Cleaning of car parking space by vacuuming or jet spraying by water.</li> <li>• Cleaning of terrace slab, meter boards rooms, parking space and any other common areas inside the boundary walls.</li> <li>• All floors, side walls of common areas wherever provided with marble or mosaic tiles will be cleaned with the help of cleaning / polishing machines to maintain its shine.</li> <li>• Periodic cleaning of the podium, pathway, basement, etc. with suitable materials for removing the algae / green patches formation during monsoon.</li> <li>• Cleaning of the windows in the staircase, mopping the handrails of the staircases, common areas, Guest House and Lift lobbies.</li> <li>• Cleaning the drinking water coolers tanks.</li> <li>• Up-keeping &amp; removing choke-up in the storm water drains. Any missing portion of the drain covers has to be immediately restored.</li> <li>• Uprooting / removing of the grass, unwanted plants, shrubs, etc., from roadside, playground, inside the storm drainage lines, building / boundary walls, roof tops, plumbing and sewage pipelines of the buildings, etc.</li> <li>• Washing of Pathway and Roads.</li> <li>• Spit stains removal.</li> </ul>	Weekly
4	<p><u>Vacuuuming</u></p> <ul style="list-style-type: none"> <li>• Sofas, venetian blinds, curtains, tapestries etc. inside all the flats</li> </ul>	Fortnightly



	<ul style="list-style-type: none"> <li>Perioding maintenance of garden laws, trees, shrubs, potted plants kept in open place and inside the residences and providing and using all tolls shackles, fertiliser unread, etc required for such maintenance.</li> </ul>	
5	<p><b>Deep Cleaning</b></p> <ul style="list-style-type: none"> <li>Vacuuming of venetian blinds, tapestries etc.</li> <li>Washing of staircases from Ground floor to Terrace, common lobbies, mid landing. Terrace slabs etc. of all the buildings with detergent power and phenyl. The contractor should ensure that no seepage of water into the lift or service shafts.</li> <li>Supply and distribution of garbage disposal bags and other consumables in all occupied flats, Guest rooms, etc. as mentioned in Part II – Price Bid, Schedule-2.</li> <li>Deep cleaning of the entire flats which includes cleaning / dusting of the fans, tube lights, bulbs, wall hangings, furniture, windows, doors, window glasses, door frames, window grills, etc.</li> </ul>	Monthly

#### **B. PLUMBING MAINTENANCE SERVICE:**

<b>S. No.</b>	<b>Nature of Services</b>	<b>Frequency</b>
1	Providing skilled plumber with all required tools on all days including Sundays and holidays	Daily
2	Removing choke-ups in all the plumbing installation inside the bathrooms, toilets & kitchen/pantry and common areas, plumbing ducts, sever lines, supply lines etc.	As & when required.
3	Attending to leakage from taps, showers, flushing cistern, etc., at all floors, duct areas and outside premises so as provide "first-aid" solutions to prevent any damage & undertake necessary repairs after completing all norms.	As & when required
4	Repairs to plumbing & sanitary fittings like flushing systems CI/PVC/Ceramic etc., including removal of siphons, bells, float valves, provision of cotter pin, plunger washers, nut and bolts for siphon, 'S' hooks, Ball-cock etc. including removal and re-fixing with new accessories of appropriate sizes and making it in working condition	As & when required
5	Cementing of joints of various drainage lines, gaps between wash basins, sinks and that of walls, pointing of joints of tiles of floors and dados, cementing of loose tiles, floors and dados, including re-fixing the same with white cement and matching pigment.	As & when required
6	Checking and monitoring of all installation and to attend any defect immediately. Major work to be informed to the P & E Department.	Weekly
7	Clearing the vegetation from the buildings wherever it appears	Monthly
8	Cleaning of all Sewage/drainage line, inspection chambers, floor traps, Cleaning of main drainage line etc. from inside the Premises up to Municipal Manhole (including removal of debris, sludge etc. from the line/ chambers and also out of the Premises). If any	Quarterly and as and when required to ensure free



	additional sewage cleaning labour or machinery is required shall be paid extra as approved by the Bank's Engineer.	flow.
9	Keeping the rain water outlets on terraces, canopies, free of debris, foreign materials, etc. to ensure quick flow of water from terraces etc., Cleaning of rain water harvesting system, pipeline etc.	As & when required
10	Disconnecting and reconnecting plumbing connection in case of water heaters, geysers, boilers, coolers, electrical gadgets, whenever such electrical gadgets are required to be replaced/repared with the support of the electrician.	As & when required
11	Disconnecting and reconnecting suction and delivery connection of water pumps whenever the pumps are required to be taken away for repairs/replacement. Removal of air locks from suction lines/delivery lines as and when required	As & when required

### **C. CARPENTRY MAINTENANCE SERVICE:**

<b>S. No.</b>	<b>Nature of Services</b>	<b>Frequency</b>
1	Providing skilled carpenter with all required tools on all days including Sundays and holidays	Daily
2	The complaints registered by the resident in the complaint book maintained with the Caretaker will be routinely checked daily and all complaints will be attended promptly. After satisfactory completion, the signature shall be obtained from respective resident or their representative.	Daily
3	Repairs and maintenance of all the doors, windows, racks, ventilators, sliding windows, pelmets / curtain rods, hangers etc. in the flats and of common area.	As & when required
4	Removing and re-fixing the loose hardware items with necessary screws as required at site etc. complete. without claiming any extra cost.	As & when required
5	Replacement of worn out wooden beading, any wooden members and any damaged hardware fitting. Replacement of broken glass panes of door and window shutters. Polishing of furniture, doors etc. Cost of material shall be paid as per the SBI on actual basis but prior approval from the bank.	As & when required

### **D. GARDEN MAINTENANCE SERVICES**

#### a) Lawn

<b>Sr. No.</b>	<b>Particular</b>	<b>Frequency</b>
1	Cleaning of lawn area	Daily
2	Watering	Alternate days
3	Forking/ Earthing up	Weekly
4	Weeding	Fortnightly
5	Mowing/ Scraping	Fortnightly
6	Patch filling	Monthly
7	Spraying	As required



b) Edges/ Hedges

Sr. No.	Particular	Frequency
1	Watering	Daily
2	Forking/ Loosening of soil	Weekly
3	Weeding	Fortnightly
4	Cutting	Fortnightly
5	Gap filling	Monthly
6	Spraying	As required

c) Shrubs / Trees

Sr. No.	Particular	Frequency
1	Watering	Daily
2	Basin making	Weekly
3	Weeding	Fortnightly
4	Stacking / Tying	Fortnightly
5	Trimming/ Trainings	Monthly
6	Gap filling	Monthly
7	Spraying	As required

d) Ground Cover/ Flower bed

Sr. No.	Particular	Frequency
1	Watering	Daily
2	Forking/ Loosening of soil	Weekly
3	Weeding	Fortnightly
4	Cutting	Fortnightly
5	Gap filling	Monthly
6	Spraying	As required
7	Removing of dried leaves & branches	As required

**E. CARETAKING CUM COOK SERVICES AT ON CAMPUS GUEST HOUSES/BUNGALOWS:**

In addition to services / scope of work of flats stated herein the document, the following additional works have to be executed:

The Contractor need to provide the following services:

Sr. No	Activity	Frequency
1	<ul style="list-style-type: none"> <li>• Sweeping and mopping of floors</li> <li>• Cleaning of the toilets, bathrooms, wash basins and mirrors</li> <li>• Refill/replenishment of Toilets' Tissue Rolls, Air Fresheners, Urinal cubes, Naphthalene balls, liquid soap.</li> <li>• Monitoring &amp; ensuring proper functioning of all Electrical appliances like TVs, Refrigerators, ACs, Washing Machine, Mixer-grinder etc. and Gym equipment, if any, and taking timely corrective action in case of any fault.</li> <li>• To ensure recharge of all Guest Houses' set-top boxes</li> </ul>	Daily





	<p>before expiry in consultation with the Bank's official and charges shall be reimbursed by the SBI.</p> <ul style="list-style-type: none"> <li>• Cleaning of Utensils / crockery</li> <li>• Cleaning of Kitchen Platform</li> <li>• Dry Wiping of Kitchen Appliances</li> <li>• Dusting of the furniture, cleaning/re-arranging bed sheet/cover etc.</li> <li>• Watering of Inside Plants</li> <li>• Should know to prepare food on need basis, if required.</li> </ul>	
2	<ul style="list-style-type: none"> <li>• Change of Bed sheets (double/small), Pillow covers after machine wash and ironing</li> </ul>	Once in 3 days or on change of occupancy
3	<ul style="list-style-type: none"> <li>• Change of Towels (big /small) after machine wash and ironing</li> </ul>	Every alternate day or on change of occupancy
4	<ul style="list-style-type: none"> <li>• Change of Bed cover (double/small) after machine wash and ironing</li> </ul>	Weekly
5	<ul style="list-style-type: none"> <li>• Cleaning of the windows, doors, curtains, fans, electrical fixtures, toilet items like bucket, mugs, dustbins etc.</li> <li>• Cleaning of cobweb</li> </ul>	Weekly
6	<ul style="list-style-type: none"> <li>• Vacuuming of Sofa, curtains and carpets</li> </ul>	Fortnightly
7	<ul style="list-style-type: none"> <li>• Dry cleaning / machine wash of curtains</li> </ul>	Monthly

- Washing of all laundry items viz bedsheets, bedcovers, pillow covers, towels, hand napkins etc including its ironing etc. is included within the scope of work of the bidder and within the overall quote for the project.

**Note:**

- i. All the above-mentioned scope of works is indicative and not exhaustive; SBIIMS reserves the right to add/delete any work under the scope of work.
- ii. Wherever the duty hours of the respective Employee/workman/Technician etc. mentioned above is exceeding 8 Hours, it will be sole responsibility of the Contractor to ensure relief arrangements and to quote their rates accordingly
- iii. The Contractor has to provide Uniform (displaying contractor's name) approved by the Employer, Shoes, hand gloves, personal protective equipment, necessary tools, etc. to all their staff members.
- iv. Contractor shall be responsible for different dress codes for various categories to be maintained / ensured as per Employer's requirement.
- v. **Supply of all consumable items per month at all locations like Hand wash, Toilet cleaner, Liazol, Soft broom, Naphthalene balls, Freshener cubes, Air freshener, Wet mop refill, Floor duster, Check duster, Garbage buckets (Both big and small size) Garbage bag both big and small etc. will be in the scope of the contractor to maintain all SBI premises neat and clean with good hygiene. SBI may ask the contractor to increase the number of consumable items if found not sufficient. No extra payment will be made by the SBI.**



Locations and minimum manpower requirements:

Sr. No.	Classification of the vendor as per Bank's norms	Location	Persons to be engaged
1	Plumbing work	Plumbing and drainage maintenance work at LHO Building including Main Branch, Bhaskar Flats, Ravjibhai Tower, Prashanti Guest House, Goyal Tower Guest House, Sampati Flats, Mudra Flats, Rutual Park, CGM Residence, Charulata Bungalows, Avanti Flats etc.	2 (Two) Skilled
2	Telephone work	Telephone (Land line and Intercom), Tata Sky, Fax, LED Display system, EPABX maintenance etc. at LHO Building including Main Branch, Bhaskar Flats, Ravjibhai Tower, Prashanti Guest House, Goyal Tower Guest House, Sampati Flats, Mudra Flats, Rutual Park, CGM Residence, Charulata Bungalows, Avanti Flats etc.	2 (Two) Skilled
3	Carpentry work	Carpentry work at LHO Building including Main Branch, Bhaskar Flats, Ravjibhai Tower, Prashanti Guest House, Goyal Tower Guest House, Sampati Flats, Mudra Flats, Rutual Park, CGM Residence, Charulata Bungalows, Avanti Flats etc.	1 (One) Skilled
4	Sweepers/Gardener/Caretaker	CGM Residence, Charulata Bungalows, Avanti Flats, Bhaskar Flats, LHO, Goyal Tower Guest House, Prashanti Guest House, Avanti Guest House, Dwarka Guest House.	20 (Twenty One) Un-Skilled



5	Cook cum attendant	SBI, LHO Building, Ahmedabad	1 (One) Skilled	
6	Caretaker cum Supervisor	State Bank House, Cantonment, Shahibaug, Ahmedabad	1 (One) Skilled	

(If contractor fails to provide satisfactory services to the SBI due to inefficiency of their workers, then may ask them to depute more workers for satisfactory services without any extra cost to the SBI)



## **DRAFT ARTICLES OF AGREEMENT**

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

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

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

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

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

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

### **A. NOW IT IS HEREBY AGREED AS FOLLOWS:**

- a) This agreement will come into effect from \_\_\_\_\_ and will remain in force up to \_\_\_\_\_ or unless it is terminated as per the terms hereinafter contained.
- b) In consideration of the Contract Amount (as per attached price schedule accepted and approved by the SBIIMS) to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon and described in the said Specifications and the priced Schedule of Quantities.
- c) The Employer shall pay to the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions as per accepted Tender, covering the cost of manpower, etc. for efficient rendering of the services. Such sums/dues shall be payable on monthly basis subject to submission of bill / invoice. The specified materials / fittings/ fixtures not covered within the scope of work, shall be arranged by the contractor and actual cost thereof shall be reimbursed by the SBI at prevailing market Rates or any approved rates of the SBIIMS subject to production of GST paid Invoice/Bills duly authenticated by the Officer/Engineer-in-



Charge of SBI. The contractor has to take necessary approval of rates, make and model of various maintenance material / items from the Banks prior to its use in the work and Official payment thereon will be made after the same is duly certified by the Bank's officials to the effect that the maintenance services have been provided satisfactorily, including use of material, if any, subject to statutory deductions.

- d) The above charges do not include Goods & Service Tax, but inclusive of all other taxes/duties/levies, whether existing or levied in future by the Central Government or the State Government or any local authority.
- e) The contractor shall be responsible for providing services on regular basis as per the scope of work and terms and conditions of the contract.

#### B. SERVICES TO BE RENDERED BY THE CONTRACTOR:

The contractor shall:

- i. Ensure submission of police verification certificates for all the personnel deployed in the SBI premises.
- ii. Ensure that he deploys trained and competent persons who are physically fit and are not suffering from any chronic or contagious diseases for carrying out the works.
- iii. Be responsible and liable for payment of salaries, statutory minimum wages and other legal dues to the persons who are employed by him for the purpose of rendering the services required by the SBI / employer under the agreement.
- iv. The Contractor shall ensure timely payment of wages/salary to the persons employed by him directly in their SBI accounts or through account payee cheques and a certificate to the effect that the salaries/wages are being paid regularly shall be furnished to the Employer every month. Further, the Contractor shall furnish a certificate every month to the effect that all the obligations under the various Labour Laws and the Contract Labour (Regulation and Abolition) Act, 1970, are complied with, by him.
- v. Ensure that all persons employed by him, for the purpose of rendering the services required by the SBI under this agreement, are insured with Government of India recognized insurance companies, for which no extra payment will be made by the SBI. The contractor shall be solely responsible for any injury or damages to any persons, animals or any other things.
- vi. Ensure that his employees, while in the premises of the SBI or while carrying out their obligations under this agreement, observe the standards of cleanliness, decorum, safety, good behavior and general discipline laid down by the SBI or its authorized agents and the SBI employer shall be the sole judge as to whether or not the contractor and/ or his employees have observed the same.
- vii. Personally, and exclusively supervise the work of his employees so as to ensure that the services rendered under this agreement are carried out to the satisfaction of the Bank.
- viii. Ensure that no employees of the contractor will enter or remain on the SBI premises beyond the specified time limits unless and absolutely necessary for fulfilling contractor's obligations.
- ix. Be liable for any damages/losses caused to the SBI by way of damages to the SBI premises or any part thereof or to any fixtures or fittings thereof or any property of the SBI and therein by any act, omission, default or negligence of the contractor or his employees or agents.



- x. Supply and install biometric access attendance system in each colony/office and provide identity cards to his / her employees or agents who shall be doing the subject job at the SBI premises at their own cost. All the employees and agents should bear the identity card at all times, while they are working in the SBI premises.
- xi. The Contractor agrees and undertakes that they will make it clear to all persons employed/engaged by them to perform the obligations under this agreement that they are employees of the Contractor and that they shall have no claim against the Employer and the Employer shall not be liable to pay wages, salary or any other type of compensation to execute the contract or provide any other statutory benefits under the Labour Law and/or any other legislation and the Contractor shall be solely responsible for providing all such amenities to their employees admissible under the relevant Law/Rules/Service conditions.
- xii. The Contractor shall obtain license, if any, required under the Gujarat State Government Law or Central Government Law as applicable in case of the services covered under this contract.
- xiii. Wherever warranted, as per the Scope of work, the Contractor shall provide skilled workmen staff having appropriate and valid licenses.
- xiv. All staff deployed by the contractor in the SBI premises shall be provided with uniform bearing Company's badge and safety shoes / footwear etc., once in a year.

#### C. TERMINATION OF AGREEMENT:

- (a) Without prejudice to what is contained hereinabove, the SBI/SBIIMS shall, at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice without assigning any reason(s) and without payment of any compensation, if:
  - (i) In the opinion of the SBI/SBIIMS (which shall not be called in question by the contractor and shall be binding on the contractor), the contractor fails or refuses to implement this agreement to the Bank's satisfaction and/ or
  - (ii) The contractor commits a breach of any terms and conditions of this agreement and /or
  - (iii) for any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/or
  - (iv) There is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of the SBIIMS to such variation.
- (b) In the event of termination of this agreement for any reason whatsoever, the contractor/ or persons employed by him or his/ her agents shall not be entitled for any sum or sums whatsoever from the SBI by way of compensation, damages or otherwise.

#### D. STAMP DUTY:

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



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

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

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

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

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

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

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

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

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

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



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

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

Signed and delivered by SBI, Ahmedabad.  
(Name and Designation)

In the presence of:

Witnesses:

1. \_\_\_\_\_

Address:

2. \_\_\_\_\_

Address:

SIGNED AND DELIVERED BY

The Contractor by the hand of

Shri \_\_\_\_\_

And duly constituted attorney.

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

(Name and Designation)

In the presence of:

Witnesses:

1. \_\_\_\_\_

Address:

2. \_\_\_\_\_

Address:

Witnesses:





THE COMMON SEAL OF \_\_\_\_\_

was hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on \_\_\_\_\_ in the presence of

- (1)
- (2)

Directors, who have signed these presents in token thereof in the presence of

- (1)
- (2)



## LETTER OF DECLARATION

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

The Circle Head & Vice President,  
SBI Infra Management Solutions Pvt. Ltd,  
Circle Office,  
SBI, LHO, 3<sup>rd</sup> Floor,  
Bhadra, Laldarwaja,  
Ahmedabad

### PROVIDING MAINTENANCE SERVICE CONTRACTS FOR TELEPHONE / PLUMBING / CLEANING / CARETAKERS / GARDENERS / CARPENTER FOR SBI LHO BUILDING/SBI FLATS/GUEST HOUSES/RESIDENCES OF TOP EXECUTIVES OF SBI

Dear Sir,

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

a	Description of work	Providing maintenance services for Telephone / Plumbing / Cleaning / Caretakers cum cook / Gardeners for LHO Building/SBI Flats/Guest Houses/Residences of Top Executives of SBI
b	Earnest Money	Rs. 85,000/- (Rupees Eighty Five Thousand Only)
c	Validity of Contract	For an initial period of 1 (One) year from the date of commencement of work subject to the renewal for one similar terms after expiry of initial period subject to satisfactory performance.

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

3. I/we have deposited Demand Draft / Banker's Cheque for a sum of **Rs.85,000/- (Rupees Eighty Five Thousand Only)** as Earnest Money Deposit with SBI Infra Management Solutions Pvt. Ltd. Should I/We do fail to execute the contract when called upon to do so, I/We hereby agree that this sum shall be forfeited by me/us to SBI Infra Management Solutions Pvt. Ltd.

4. We understand that as per terms of this tender, the SBIIMS may consider accepting our tender in part or whole or may entrust the work of housekeeping for proposed building. We, therefore, undertake that we shall not raise any claim / compensation in the eventuality of SBI /



SBIIMS deciding to drop any of the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us on our approved rates and within the stipulated time limit without any extra claim for price escalation as provided for in clause 47 of Terms & Conditions of this tender .

5. We confirm that we are not debarred by the SBI/SBIIMS for any of its projects.

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

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

**Signature of the Tender er  
With Seal**



**DRAFT FORMAT OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT**

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

(To be submitted on Non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)

B.G. No. \_\_\_\_\_ Value Rs. \_\_\_\_\_

Date:

**To**

The .....  
State Bank of India,  
.....  
.....

Dear Sir,

**Bank Guarantee of Rs \_\_\_\_\_ towards Security Deposit for the work providing Manpower for providing maintenance services of Telephone/Plumbing/Cleaning/Caretakers cum cook /Gardeners/Carpentry works at LHO Building/SBI Flats/Guest Houses/Residences of Top Executives of SBI.**

WHEREAS (Name and address of contractor/ vendor) (hereinafter called the Contractor) have entered into contract (for providing Integrated Facility Management Services for State Bank of India, ..... situated at Ahmedabad) with SBI as mentioned vide SBIIMS letter no..... dated .....and the correspondence and tender relating thereto which is hereinafter referred to as "the said contract" the Contractor has now agreed to produce a Bank Guarantee amounting to 5% of the annual contract value less earnest money deposit of Rs.....(Rupees only), to SBI ..... for performing their part of the contract obligations.

AND WHEREAS in terms of said contract, the contractor is required to furnish to SBI ..... a Guarantee of a Scheduled Bank for a value of Rs..... to be valid upto (date).

AND WHEREAS (Name of SBI and its branch) having their office at (address) the Guarantor, at the request of the contractor hereby furnishes a Performance Bank guarantee in favour of SBI ..... and Guarantees in the manner hereinafter appearing. In consideration of the premise, we (name of SBI 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 Contractor fails to execute the work according to his obligations under the said contract, then notwithstanding any dispute between SBI ..... and the contractor, the Guarantor shall, on demand without demur and without reference to the contractor pay to SBI ..... immediately any sum claimed by SBI ..... under the said contract up to a maximum amount of Rs. \_\_\_\_\_ (Rupees only).



In case the amount demanded by SBI ..... is not paid within 48 hours of receipt of demand, the Guarantor agrees to pay the aforesaid amount of Rs...../- (Rupees .....only).

Such payment shall be notwithstanding any right the contractor may have directly against SBI ..... or any disputes raised by the Contractor with SBI ..... or any suits or proceedings pending in any competent court or before any arbitrator. SBI'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.

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

This guarantee shall remain valid until or as may be caused to be extended by the contractor or until discharged by SBI in writing whichever is earlier.

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

This guarantee shall not be affected by any change in the constitution of the contractor, 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.

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.

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

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

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.

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

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 against us within three months from that date, i.e. on or before -----  
---, the guarantor shall be discharged from all liability under the guarantee thereafter.

We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our bank and the undersigned has been duly authorised by the Bank (Bank issuing the Bank Guarantee) to execute this Guarantee Deed.

Dated the .....

SIGNED AND DELIVERED For & on behalf of (the above named bank)

For & on behalf of (Bankers Name & Seal)

(Signature/s with designation/s of signatories)  
(Banker's seal)



### **DRAFT INDEMNITY BOND FORMAT**

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

THIS DEED OF INDEMNITY BOND executed at Ahmedabad on this \_\_\_\_day of \_\_\_\_\_month of year Two Thousand and Twenty (2020) By M/s \_\_duly represented by proprietor / one of its partners Shri\_\_\_\_\_, aged\_\_\_\_\_ years, son of Shri\_\_\_\_\_, residing at\_\_\_\_\_ (hereinafter referred to as “the Contractor”)

In favour of

SBI Infra Management Solutions Pvt. Ltd, a wholly owned subsidiary of State Bank of India, having its Corporate Office at Nariman Point, Mumbai.

Whereas SBIIMS on behalf of State Bank of India has invited open bid tender s from the contractors for providing .....

The Contractor has become successful in securing the subject work through competitive tender ing and the work specified in the tender documents has been awarded in favour of Contractor by SBI Infra Management Solutions Pvt. Ltd videtheir letter.....

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

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

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

**Signature of Contractor with seal**



## EVALUATION MATRIX IN CASE OF TIE

<b>1. CONSTITUTION</b>	<b>Parameters</b>	<b>Score</b>
	Public Ltd. Co/ Pvt. Ltd Co./ Limited Liability Partnership firm	5
	Partnership/ Proprietorship/individual	3
<b>2. LINE OF EXPERIENCE</b>		
	> 10 YEARS	20
	> 7 <=10 YEARS	15
	> 5<=7 YEARS	10
	< 5 YEARS	5
<b>3. AVERAGE ANNUAL TURNOVER OF LAST THREE FINANCIAL YEARS IN BUSINESS AS PER AUDITED BALANCE SHEET (IN RS.)</b>		
	> 25 CRORES	10
	>15<=25 CRORES	8
	>5<=15 CRORES	5
	<5 CRORES	3
<b>4. EXPERIENCE IN EXECUTING MINIMUM SPECIFIED VALUE OF WORK OF SIMILAR NATURE</b>		
	Work costing Rs. 100 Lacs & above (SINGLE VALUE/PER ANNUM) for Public sector/Govt/Bank/etc.	10
	Work costing Rs. 75 Lacs & above but less than 100 lacs (SINGLE VALUE/PER ANNUM) for Public sector/Govt/Bank/etc.	8
	Work costing less than Rs. 75 Lacs (SINGLE VALUE/PER ANNUM) for Public sector/Govt/Bank/etc.	6
<b>5. SUPPLY OF UNSKILLED MANPOWER FOR SINGLE WORK IN PSU/GOVT SECTOR</b>		
	>150	10
	>100<=150	8
	>50<=100	7
	<50	6
<b>6. REGISTRATION UNDER SHOP AND ESTABLISHMENT ACT IN GUJARAT (PREFERABLY IN AHMEDABAD)</b>		
	Registration available in Ahmedabad	15
	Registration not available in Ahmedabad but registered elsewhere	5
	Not Registered	0
<b>7. VALUE OF SINGLE WORK FOR SUPPLY OF UNSKILLED MANPOWER IN PSU/GOVT SECTOR</b>		
	>5 CRORES	10
	>3 <=5 CRORES	8
	> 1<=3 CRORES	7
	< 1 CRORE	5
<b>8.FOOD AND DRUG LICENSE</b>		
	Registration available in Ahmedabad (Minimum 2 Years Back )	10
	Not Registered	0