



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

CIRCLE OFFICE
SBI, 3rd Floor, LHO, Bhadra, Laldarwaja, Ahmedabad-1

TENDER ID: AHM201908014

Part – I
(Technical Bid)

TENDERS ARE INVITED FOR SUPPLY AND SERVICE OF PACKAGED DRINKING
WATER IN SBI LHO BUILDING AT LAL DARWAJA, AHMEDABAD
(open to all bidders)

Name of The Tenderer :

Address :
.....

GSTIN :



TENDER ID: AHM201908014

SUPPLY AND SERVICE OF PACKAGED DRINKING WATER IN SBI LHO BUILDING AT LAL DARWAJA, AHMEDABAD STRICTLY COMPLYING TO IS 14543 & IS 13428

NOTICE INVITING TENDERS

SBIIMS on behalf of SBI invites online item rate e-tender (**open to all bidders**) from **manufactures/ their authorized agents/ distributors** for the **SUPPLY AND SERVICE OF PACKAGED DRINKING WATER IN SBI LHO BUILDING AT LAL DARWAJA, AHMEDABAD** confirming IS 13428: 2005 & IS 14543:2004. The applications submitted by the bidders shall be subjected to pre-qualification.

Details of tender are as under:

1	Name of Work	SUPPLY AND SERVICE OF PACKAGED DRINKING WATER IN SBI LHO BUILDING AT LAL DARWAJA, AHMEDABAD
2	Application Fees	<p>Rs 3000 /- (Rupees. Three Thousand Only) Non-refundable AMOUNT TO BE PAID ONLY THROUGH SB COLLECT PAYMENT PORTAL AVAILABLE IN SBI site https://www.onlinesbi.com)</p> <p><u>GUIDELINES TO MAKE ONLINE TENDER FEES</u> go to SBI Internet Banking website- https://www.onlinesbi.com/</p> <p style="text-align: center;">↓</p> <p style="text-align: center;">Select SBI Collect from Top Menu</p> <p style="text-align: center;">↓</p> <p style="text-align: center;">Click Check box to Proceed</p> <p style="text-align: center;">↓</p> <p>Select "All India " in state Corporate/Institution and "Commercial Services" in type of Corporate / Institution after that click go</p> <p style="text-align: center;">↓</p>



		<p>Select " SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD." IN Commercial Services Name and Submit</p> <p style="text-align: center;">↓</p> <p>Select "Tender Application Fee" in Payment category and Enter "Tender ID " and Submit</p> <p style="text-align: center;">↓</p> <p>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.</p> <p>The Contractor has to submit Application Fee deposited challan copy in online Business Rule Document & in hard copy along with EMD submission.</p>
3	Earnest Money Deposit	Rs. 25,000/- (Rupees Twenty-five Thousand Only) by way of D.D./ Banker's Cheque only drawn in favour of SBI Infra Management Solutions Pvt. Ltd. and payable at Ahmedabad
4	Total Security Deposit	EMD amount of successful bidder shall be retained as security deposit for the complete tenure of the contract. No interest will be paid on the EMD/ security deposit amount.
5	Start and end date for downloading of tender documents from Bank's website	17-08-2019 to 02-09-2019 at www.sbi.co.in under<Link>procurement news.
6	Last date & time of receipt of completed & filled technical bid in hard copy.	02-09-2019 by 15:00 Hrs
7	Address at which the technical bid (hard copy), EMD and Tender fee are to be submitted	Circle Head & Vice President (Civil), SBI Infra Management Solutions Pvt. Ltd. 3 rd Floor, SBI, LHO, Bhadra, Laldarwaja Ahmedabad-380001
8	Date and time of opening technical bid	02-09-2019 at 15:30 Hrs



9	Place of Opening of technical bid	Circle Head & Vice President (Civil), SBI Infra Management Solutions Pvt. Ltd. Third Floor, SBI, LHO, Bhadra, Laldarwaja Ahmedabad-380001
10	Date & time for submission of online indicative price bid.	Date and time for submission of indicative price bid will be informed to the qualified contractor separately after scrutiny of their Technical bid.
11	Date & time for opening of online indicative price bid.	Date and time will be informed to the qualified contractor separately.
12	Date & time for e-reverse auction	Date and time for e-reverse auction will be informed to the qualified contractor separately.
13	Validity of offer	Till completion of contract period of two years.
14	Rates:	Rates quoted by the tenderer shall remain firm throughout the Contract period (including authorized extension). Rates quoted shall be inclusive of all taxes, duties, levies, royalties, other incidental charges etc. (GST Will be paid extra)
15	Payment Terms	Only one final payment shall be made after successful supply for the month.
16	Insurance	The contractor shall obtain all necessary insurance policies as per the law applicable at the centre & shall be required to produce the original policies and receipt of the premium applicable in the matter.

17. Tenders can be downloaded from the bank's website www.sbi.co.in (link) <Procurement News> from 17-08-2019 to 02-09-2019. It shall be responsibility of the contractor to arrange and ensure that all pages of technical bid are bound properly. Tenders in loose pages may be disqualified.
18. The contractor shall sign and stamp each page of the tender document thereby ensuring the number and sequence of all pages.
19. No conditions other than mentioned in the tender will be considered, and if given they will have to be withdrawn before opening of the price-bid.



20. Bidders have to submit price bid in the online mode called as 'Online sealed price bid'. Technically qualified bidders will be intimated the date and time of the 'Online Sealed Price bid submission'. Reverse auction will be carried out after this procedure. Agency for arranging online bidding (online sealed price bid and e reverse auction):

Ms. Priyanka Acharya
e- procurement technologies Limited,
Ahmedabad
Phone: (+91) 635 491 9566 | 079 6813 6856
Email: priyanka@auctiontiger.net

21. Applicants are requested to contact the agency for digital signature and completion of all the business formalities at the earliest.
22. The SBIIMS reserve their rights to accept or reject any or all the tenders, either in whole or in part without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.
23. Tenders received without EMD and Application Fees shall be summarily rejected and such tenders shall not be allowed to participate in the online price bidding process.
24. 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.
25. SBIIMS has the right to accept / reject any / all tenders without assigning any reasons and no correspondence shall be entertained in this regard.

Yours Faithfully,

Circle Head & Vice President,
SBI Infra Management Solutions Pvt. Ltd.
Third Floor, SBI, LHO, Bhadra, Lal darwaja
Ahmedabad-380001



To,
Circle Head & Vice President (Civil),
SBI Infra Management Solutions Pvt. Ltd.
Third Floor, SBI, LHO, Bhadra, Laldarwaja
Ahmedabad-380001

Dear Sir,

**SUPPLY AND SERVICE OF PACKAGED DRINKING WATER IN SBI LHO BUILDING
AT LAL DARWAJA, AHMEDABAD**

1. I/ We refer to the Notice Inviting Tender issued by you for the captioned work.
2. I/ We do hereby offer to perform, provide, execute, complete and maintain the works in conformity with Bill of Quantities, Specification, General and Special conditions of Contract, Instruction to tenderers, etc. as contained in the tender documents for the sum as arrived and filled, at the respective rates quoted by me/us in the Schedule of Quantities and/or at any other sum and rate subsequently negotiated and accepted / agreed by the Bank and me/us.
3. I/We have satisfied myself / our self as to the site conditions, examined site, and all aspects of tender documents / conditions and are acceptable to us. I/We do hereby agree, should this tender be accepted in whole or in part, to ,
 - (A) Abide by and full-fill the terms, conditions and provisions of tender documents annexed hereto.
 - (B) Complete the work at no extra cost to the Bank.
4. I/We are enclosing herewith the Earnest Money Amount of Rs. Rs. 25,000/- in the form of Bank Draft / Banker's cheques no. _____ dt _____ drawn by _____ in favour of **SBI Infra Management Solutions Pvt. Ltd.** payable at **Ahmedabad.**
5. If I/ we fail to execute the contract when called upon to do so, I/ we do hereby agree that this sum shall be forfeited by me/ us to SBI Infra Management Solutions.



Our Bankers are: (i)

(ii)

The names of partners of our firm are: (i)

(ii)

Name of the Partner of the firm authorized to sign

Or

(Name of person having power of Attorney to sign the Contract)

(Certified true copy of the Power of Attorney should be attached)

Yours faithfully,

Signature of Contractors

Signature and addresses of Witnesses

(i)

(ii)



SAMPLE BUISNESS RULE DOCUMENT

SUPPLY AND SERVICE OF PACKAGED DRINKING WATER IN SBI LHO BUILDING AT LAL DARWAJA, AHMEDABAD

(A) Business rules for E-tendering:

1. This is an open tender and all bidders can participate, subject to prequalification.
2. SBIIMS will engage the services of an E-tendering service provider who will provide necessary training and assistance before commencement of online bidding on Internet.
3. In case of e-tendering, SBIIMS will inform the vendor in writing, the details of service provider to enable them to contact and get trained.
4. Business rules like event date, closing and opening time etc. also will be communicated through service provider for compliance.
5. Bidders have to send by email, the compliance form in the prescribed format (provided by service provider), before start of E-tendering. Without this the vendor will not be eligible to participate in the event.
6. The Bidders will be required to submit the various documents in sealed Envelope to the office of SBI Infra Solutions Pvt Ltd. at the address mentioned hereinbefore by the stipulated date i.e. (1) Hard Copy of Technical Bid duly signed and stamped on each page (2) Demand Draft of specified amount of EMD (3) Receipt of Application Fees submitted through SB Collect (4) Certified copy of Work Licenses. Bidders not submitting any one or more documents shall not be eligible to participate in the on-line price bidding.
7. E-tendering will be conducted on schedule date &time.
8. **The e-tendering will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.**

(B) Terms & conditions of E-tendering:

SBIIMS shall finalize the Tender through e-tendering mode for which **M/s. e-Procurement Technology, Ahmedabad** has been engaged by SBIIMS as an authorized service provider. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. E-tendering shall be conducted by SBIIMS through **M/s. e-Procurement Technology, Ahmedabad**, on pre-specified date. While the Bidders shall be quoting from their own offices/ place of their choice, Internet connectivity and other paraphernalia requirements shall have to be ensured by Bidders themselves. In the event of failure of their Internet connectivity,(due to any reason whatsoever it may be) it is the bidders' responsibility.



In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements / alternatives such as back-up power supply whatever required so that they are able to circumvent such situation and still be able to participate in the E-tendering successfully. Failure of power at the premises of Bidders during the E-tendering cannot be the cause for not participating in the E-tendering. On account of this the time for the E-tendering cannot be extended and SBIIMS is not responsible for such eventualities.

2. **M/s. e-Procurement Technology, Ahmedabad.**, shall arrange to train your nominated person(s), without any cost to you. They shall also explain you all the Rules related to the E- tendering. You are required to give your compliance on it before start of bid process.
3. **Bidding currency and unit of measurement:** Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online E-tendering.
4. **Bid Price:** The Bidder has to quote the rate as per the Tender Document provided by SBIIMS their appointed Architects.
5. **Validity of Bids:** The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.
6. **Procedure of E-tendering:**
 - i. **Online E-tendering:**
 - (a) The hard copy of the Technical as well as Price Bid is available on the Bank's website during the period specified in the NIT.
 - (b) Online e-tendering is open to the bidders who qualify for participating in the price bidding as provisions mentioned hereinabove through SBIIMS approved Service Provider.
 - (c) The Price-Bid shall be made available online by the Service Provider wherein the bidders will be required to fill-in their Item-wise rates for each item.
 - (d) The bidders are advised not to wait till the last minute to submit their online item-wise quote in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
 - (e) It is mandatory to all the bidders participating in the price bid to quote their rates for each and every item.



- (f) In case, contractor fails to quote their rates for any one or more tender items, their tender shall be treated as **“Incomplete Tender”** and shall be liable for rejection.
7. **Log in Name and Password:** Each Bidder is assigned a Unique User Name & Password by M/s. **e-Procurement Technology, Ahmedabad**. The Bidders are requested to change the Password after the receipt of initial Password from M/s. **e-Procurement Technology, Ahmedabad**. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
8. **Bids placed by bidder:** Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the L-1 Bidder backs out or fail to complete the work as per the rates quoted, SBIIMS shall at liberty to take action as deemed necessary including forfeiting their EMD
9. At the end of the E-tendering, SBIIMS will decide upon the winner. SBIIMS decision on award of Contract shall be final and binding on all the Bidders.
10. SBIIMS shall be at liberty to cancel the E-tendering process/tender at any time, before ordering, without assigning any reason.
11. SBIIMS shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
12. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
13. OTHER TERMS & CONDITIONS:
- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
 - The Bidder shall not divulge either his Bids or any other exclusive details of SBIIMS to any other party.
 - SBIIMS decision on award of Contract shall be final and binding on all the Bidders.
 - SBIIMS reserve their rights to extend, reschedule or cancel any E-tendering within its sole discretion.
 - SBIIMS or its authorized service provider M/s. **e-Procurement Technology, Ahmedabad** shall not have any liability to Bidders for any interruption or delay in



access to the site irrespective of the cause.

- SBIIMS or its authorized service provider M/s. **e-Procurement Technology, Ahmedabad** is not responsible for any damages, including damages that result from, but are not limited to negligence.
- SBIIMS or its authorized service M/s. **e-Procurement Technology, Ahmedabad** will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B.

- All the Bidders are required to submit the Process Compliance Statement (Annexure-II) duly signed to M/s. **e-Procurement Technology, Ahmedabad**.



PROCESS COMPLIANCE STATEMENT (ANNEXURE II)

(The bidders are required to print this on their company's letter head and sign, stamp before emailing)

To,

M/s. e-Procurement Technology,
B-705, Wall Street - II, Opp. Orient Club, Ellis bridge,
Ahmedabad – 380006,
State Gujarat, India

Email: priyanka@auctiontiger.net
Phone: (+91) 635 491 9566 | 079 6813 6856

AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE ONLINE E-TENDERING FOR SUPPLY AND SERVICE OF PACKAGED DRINKING WATER IN SBI LHO BUILDING AT LAL DARWAJA, AHMEDABAD

Dear Sir,

This has reference to the Terms & Conditions for the E-tendering mentioned in the tender document

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the E-tendering as mentioned in RFP of SBIIMS as well as this document and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the E-tendering tool and have understood the functionality of the same thoroughly.
- 4) We confirm that SBIIMS and **M/s. e-Procurement Technology, Ahmedabad** shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-E-tendering platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the E- tendering event.

(To be placed in cover 'A')

5) We, hereby confirm that we will honor the Bids placed by us during the E-tendering process.

With regards,

Date:

Signature with company seal Name:

Company / Organization:

Designation within Company / Organization: Address of Company / Organization:

Scan it and send to this Document on -----

(To be placed in cover 'A')

(On Non -Judicial Stamp paper of appropriate value)

ARTICLES OF AGREEMENT

Articles of Agreement made this _____ day of _____

between **State Bank Of India, a body, corporate constituted under the State Bank Of India Act and having its Local Head Office at Lal Darawaja, Ahmedabad-380 001 represented by its Assistant General Manager, Office Administration Department, Local Head Office, Ahmedabad,** hereinafter called the 'Bank' which expression shall include its successors and assigns of the one part and
.....(name & address of contractor) hereinafter called the "Agency" which expression shall include the successors and assigns of the other part.

WHERE AS the Bank is desirous to engage an Agency for, **SUPPLY AND SERVICE OF PACKAGED DRINKING WATER IN SBI LHO BUILDING AT LAL DARWAJA, AHMEDABAD** as per **IS 14543: 2004 & IS 13428/03.**

AND WHEREAS the Agency has agreed to provide packaged drinking water of IS 14543: 2004 & IS 13428/03 specification on the terms and conditions contained in Tender documents and herein below to the first party.

WHEREAS the Agency has agreed to provide packaged drinking water of IS 14543: 2004 & IS 13428/03 specification at rate mentioned below (hereinafter to be called as Rate) as per Price Bid and on the terms and conditions contained herein below:

NOW THIS INDENTURE WITNESSETH AND THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. PERIOD

The period of contract will be for two years i.e., from To As mutually agreed between the parties to this contract.

2. TERMINATION OF CONTRACT

The contract shall stand terminated:

- (a) On expiry of the period, OR
- (b) In case of unsatisfactory performance , OR
- (c) For any other reason, any time during the tenure of the contract at the sole discretion of SBI/ SBIIMS authorities by giving one month's notice to the agency.

In case, the agency intends to discontinue the contract, he will have to give 3 (three) months advance notice to Bank in writing.

3. RATE

The price quoted by the agency M/s in price bid is as below. The Agency shall arrange filling and chilling water in the dispenser and thereafter to serve water bottles on desk to desk to the staff working at LHO Ahmedabad. The rates agreed upon shall remain fixed all inclusive, including Government taxes applicable during the tenure of the contract or the extended contract period subject to deduction of applicable TDS and no request during mid-term/ in-between for revision of rates for any reason will be entertained.

Sr. No.	Particulars	Rate in Rs.	Brand name

4. SUB- CONTRACT

The agency shall not sublet to any sub-agency to carry out the obligations arising out of the contract.

5. AGENCY'S RESPONSIBILITIES:

The agency shall provide services during all working days and as directed by Bank. The water bottles or water jars shall be cleaned and fresh water be filled every day and supplied to staff members at their working desk before the commencement of office hours and said bottles / jars be refilled at regular intervals in the day or at the demand of staff members. The agency shall serve consistently drinking water of IS-14543:2004 and IS 10500 specifications as agreed, to the staff members working at LHO Ahmedabad. The agency shall be responsible to maintain all the items supplied by the Bank properly. The items are required to be returned to SBI at the expiry / termination of the contract. Any loss due to damage, breakage or mishandling will have to be made good by the agency.

6. OTHER

- i. The agency shall be responsible for complying with the relevant statutory regulations. He should be having the necessary license/registration as required under the law (BIS) for the contract work undertaken by him and should also comply with all the applicable labour laws and rules in this regards. The agency shall be solely liable for the consequences arising out of non-compliance of the provisions of any of the relevant statutory regulations.

- ii. The persons deployed by the agency for the work should be free from any communicable/incommunicable disease and routine check-up will be required to be arranged by the agency.

7. SERVICES:

- i. The agency shall regularly provide processed drinking water of IS-14543:2004 & IS 10500 specifications.
- ii. The agency shall have to make his own transport arrangement for his materials.
- iii. The agency shall be required to serve water at a place other than the LHO Ahmedabad whenever any official meeting/seminar/conference is arranged upon receipt of authorization letter received from the head of the department of the Bank in advance. The agency shall arrange the same at the rates approved or at the rates to be mutually agreed upon in case the items are outside the list of items.

7. (a) For control purpose, we will follow following practices:

- i. The Security Staff at LHO gate will count number of bottles and jars received and will sign on challan as acknowledgement on duplicate, retaining a copy. Other copy will be handed over to the transporter.
- ii. The Agency shall arrange for lifting Jars to the respective floors as required, store Jars in water Room at different floor and will load one by one Jar on dispenser to serve chilled water in one (1) liter bottle on respective desk.
- iii. The empty Jars will be carried out for refilling by the Agency on issue of gate pass at LHO entrance.
- iv. The Agency will maintain a date-wise Card for IN/OUT of Jars on the basis of copy of acknowledged challan and copy of gate pass.
- v. The Agency will submit bill for water consumption accompanied with acknowledged challan, gate pass issued for returned empty Jars with date wise Card.
- vi. A suitable penalty will be imposed for recovery of difference of cost on purchase of packaged drinking Water in open market in the event of non supply of water.

8. GENERAL RESPONSIBILITIES OF THE AGENCY:

- i. The agency shall obtain necessary licence (FSSAI / as per BIS) and maintain necessary registers as required under statutory regulations.
- ii. All articles which are to be taken out or brought inside the premises shall be liable for security checks, in force from time to time which shall have to be complied with by the agency.
- iii. The agency shall not use the premises for any other activities except the purpose for which it has been provided.

9. QUANTITY/ QUALITY OF THE WATER AND SERVICES:

- i. Complaints about the quality/quantity of the processed drinking water served shall be investigated by the Bank authorities. The quality / quantity would also be subject to surprise checks. If on investigation it is found that any stock of water is of sub-standard in quality/quantity a suitable penalty shall be imposed on the agency for each short-coming in a day. The decision of the Bank administration in this regard shall be final and binding on the agency.
- ii. In case of persistent serving of substandard quality of water by the agency, the contract shall be liable for termination by one month's notice by the Bank. The decision of the Bank in this behalf shall be final and binding on the agency. In such an event, the security deposit shall be forfeited.
- iii. For any reason, if the Agency does not supply / serve processed / packed drinking water without informing Bank, the Bank Authorities shall be at liberty to make alternative arrangement for providing other processed / packed drinking water with services at the sole risk and cost of the agency.
- iv. In the event of none providing of said services by the agency, bank will have right to recover excess expenses incurred over the schedule rate of charges paid for such expenses from security deposits.

10. CLEANLINESS AND HYGIENE:

All the rules and regulations regarding hygiene, health etc, issued by the State, Municipal / Panchayat authorities or by the Bank shall be strictly adhered to by the agency. In the event of any deficiency in cleanliness and hygienic conditions in the water room suitable penalty upto Rs.1000/- (Rs. One thousand only) per day shall be imposed on the agency by Bank administration till remedial action is taken.

11. NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:

If at any time from the commencement of the contract, the Bank for any reason whatsoever does not require the whole or part of the services as specified in the contract, Bank Authorities shall give notice in writing to the agency terminating the contract who shall have no claim for any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the fulfillment of the contract in full but he did not derive in consequence of the full contract having not been carried out, nor shall he have any claim for compensation by the reason of any alterations having been made in the original contract.

12. ACTION IN CASE OF FAILURES OF AGENCY:

The agency shall be required to provide maintenance/supply of water services as directed from time to time during the tenure of the contract. In the event of abrupt discontinuation of said services, the agency shall be liable to indemnify to the Bank the cost of restoration of services as worked out by the Bank.

13. INCOME TAX DEDUCTION:

Income tax or any other tax as per statutory provisions shall be deducted from the gross value of each monthly bill, which will be deposited by the Bank with the Income tax department/ concerned revenue authority.

14. PAYMENT OF TAX:

The sales tax or any other tax, except GST, if any, for supplying water services at the Bank shall be borne by the agency.

15. PAYMENT:

The agency shall raise monthly bills in duplicate for water consumption accompanied with acknowledged challan, gate passes issued for returned empty Jars with date wise Card. The Bill will be scrutinized and passed for payment.

15.1 The agency shall have to maintain account with SBI and have to quote their SBI account number, PAN No., GST No., on the Bill, while submitting the monthly bill and all payments shall be made through such account only.

16. SECURITY DEPOSIT:

The Agency shall deposit Rs. 25000.00 (Rs. Twenty five thousand only) as security deposit with Bank, which shall be kept under lien of the Bank for two years & three months and Bank shall be entitled to appropriate the penalty or other charges in the event such charges are not paid by the Agency to the Bank. It shall be returned upon expiry / termination of the contract. Provided, always that if the Agency violates any of the terms of the service or the Agreement, the Bank at its sole discretion may forfeit security deposit.

17. JURISDICTION:

If any dispute arises out of or in relation to this contract between agency and the Bank, the same shall be settled mutually first through conciliation failing which the said dispute shall be referred to the officer to be nominated by the Bank to arbitrate the dispute referred to him. The Arbitration and Conciliation Act, 1956 and as amended from time to time will apply to such dispute and arbitration. The venue of the arbitration proceeding shall be the office of the said arbitrator at Ahmedabad. The award given by the arbitrators shall be binding upon the parties.

18. GENERAL:

If at any stage during the period of the contract any case involving moral turpitude is instituted in court against the agency or the persons deployed by him, the Bank reserves the exclusive and special right to terminate the contract outright without any notice to the agency and in such event the agency shall not be entitled to any compensation from the Bank.

(To be placed in cover 'A')

UNDERTAKING BY THE AGENCY

I/We hereby declare having read the specimen of the terms and conditions attached with the offer document and note to abide by the covenants of the terms and conditions.

Signature of Agency with seal
Place: Ahmedabad
Date:

Asst. General Manager (OAD)

3. ELIGIBILITY CRITERIA FOR PRE-QUALIFICATION

The Firms / Agencies applying must fulfill each of the following criteria individually as a firm. The applications of the firms/agencies not fulfilling the following criterion will not be considered for further process.

- a) Must have the plant/ unit in Ahmedabad.
- b) Must have a valid PAN of Income Tax Department.
- c) Must have GST registration, as applicable.
- d) Must have experience of minimum 3 years in this field.
- e) Must have distribution network at Ahmedabad (Gujarat).
- f) The Agency should be able to provide service as and when required.
- g) The Agency should have valid license as per BIS. The packaged drinking water should be IS 13428:2005 & IS 14543:2004 compliant.
- h) Average Annual Financial Turnover during the last **3 (three) years** ending 31st March, 2019 should be at least **10.00 Lacs**.
- i) Experience of having successfully completed similar works during last 3 years ending 31st day of **Mar-2019** should be either of the following
 - i) Three similar completed contracts each costing not less than the amount equal to **8 lacs**.
 - Or
 - ii) Two similar completed works each costing not less than the amount equal to **5 lacs**.
 - Or
 - iii) One similar completed work costing not less than the amount equal to **4 lacs**.

Definition of similar works: Supply and service of Packaged drinking water complying IS 14543:2004 & IS 10500 at Government/ PSUs/ Commercial organizations.

Duties & Responsibilities

- a) The packaged drinking water should be delivered in good condition. In case of any damage/ leakage, the responsibility shall be that of the service provider. The cost of the material and loss of time shall be recovered from them.
- b) The service provider will arrange to deliver the requirements on daily basis.
- c) In case of delay in delivering the requirements within the specified period, the Bank may, without prejudice to any other steps it may take in this regard, impose penalty of 50% cut in charges payable for delay up to three days and 100% cut in charges payable for delay of more than seven days except in case of "Force Majeure".

FORCE MAJEURE: Neither party shall be liable for any delay in performing obligations or for failure to perform obligations if the delay or failure results from any of the following (whether happening in India or elsewhere) Force Majeure, Act of God or any governmental Act, fire, earthquake, explosion, accident, industrial dispute, civil commotion or anything beyond the control of either party.

- d) If any claim is lodged by the Bank, the same shall be settled by the service provider within a period of one month.
- e) The contract period will be for two years. The Bank may for any reasons whatsoever or without assigning any reason discontinue/ terminate the contract by one month's notice during the contract period. The contractor may also be permitted to relinquish the contract by giving three months notice.
- f) The quantities mentioned in the tender are tentative and may vary. However, the payment will be released based on actual supply.
- g) The service provider shall be solely responsible for compliance with the provisions of all present and future central and State laws, various taxes (income tax, sales tax etc.), labour and industrial laws, such as minimum wages, compensation, EPF, bonus, gratuity etc., relating to persons deployed for providing services to Dtate Bank of India, LHO, Ahmedabad. In case the Bank is legally made liable for any statutory or other payments, the same will be recovered from the compensation or contract amount payable to the contactor/ agency by the Bank.
- h) The whole of the works included in the contract shall be executed by the bidder. The bidder shall not directly or indirectly transfer, assign or sublet the contract or any part, share or interest therein without written consent of the Bank. Notwithstanding the above, the decision of the State Bank to grant such permission shall be final and binding on the bidder.

4. INSTRUCTION TO APPLICANTS

- i) Duly completed application Form along with enclosures/documentary proofs as defined in the said application form signed on each page by the authorized signatory should be collectively kept in a sealed envelope and must reach the undersigned on scheduled date and time. Please super scribe/write on the top of the envelope as **“APPLICATION FOR SUPPLY AND SERVICE OF PACKAGED DRINKING WATER AT SBI, LHO BUILDING AT LAL DARWAJA, AHMEDABAD”**.
- ii) Any & all cost/expenditure incurred by the applicants in relation to making the application shall be borne by the applicant. No payment by way of compensation or whatsoever shall be made by the Bank/ SBIIMS.
- iii) The applicants should strictly furnish all the information only on the formats furnished/provided/ made available here. The applications not complying with this requirement are liable to be rejected outright without assigning any reason as the sole discretion of the Bank.
- iv) All corrections and overwriting should be attested & countersigned by the authorized signatory.

(To be placed in cover 'A')

v) In case applicant intends to give additional information for which specified space is not sufficient, they may furnish such information by adding extra sheets by specifying/indicating the same in the appropriate column.

vi) Applications received after the due date & time, incomplete/partly filled/unsigned applications, applications not accompanied with relevant annexure, enclosures, documents etc are liable to be rejected outright without assigning any reason at the sole discretion of the Bank/ SBIIMS.

vii) Please ensure that the applications, annexure, enclosures etc are signed by the Authorized Signatory only and proof of mode of authorization (such as Power of Attorney, partnership Deed indicating such authorization, resolution, authorization letter etc., as applicable) is enclosed as mentioned to the Application Form.

viii) Bidders are requested to see the Bank's website regularly before the due date of submission for changes, if any, which may be uploaded subsequently in respect of this tender.

ix) If the service provider is terminated prematurely by the act/ omission on the part of the service provider, the service provider agrees that, security deposit will not be refunded by the Bank and the same will be forfeited. In such case the service provider has to make temporary arrangement for the services provided by him for a period of 3 months or till Bank appoints new service provider or whichever is earlier.

xx) The personal/ authorized representatives of the tenderer delivering water should be 18 and above years of age, well mannered and well experienced. Labourers/ Persons to wear prescribed uniform & identity badge provided by the tenderer. Persons proposed to be provided are free from contagious/ non contagious diseases and their antecedents (KYE: Know Your Employee) guidelines should be verified by tenderer.

xxi) The Tenderer shall have to make his own transport arrangement for delivery of material at SBI LHO Ahmedabad.

xxii) The tenderer shall be required to serve drinking water at a place other than LHO premises at Ahmedabad whenever any official meeting/ seminar/ conference are arranged.

The SBIIMS reserves its right to accept or reject any or all the applications without assigning any reasons whatsoever there for.

Circle Head & Vice President (Civil),

**I have read and understood above instructions.
(Signature & Seal of Agency)**

APPLICATION FORM**SUPPLY AND SERVICE OF DRINKING WATER AT SBI, LHO BUILDING AT LAL
DARWAJA, AHMEDABAD****Please strike-off which is not applicable**

1	a) Name of the applicant/organization	
	b) Full Postal Address of Firm	
	c) Main Activities of Firm	
	d) Contact Details (i) Phone No. (ii) Mobile No. (iii) Fax No. (iv) Email-ID	
2	Year of establishment Please enclose documentary evidence (ANNEXURE A)	
3	Constitution of Firm (Enclose certified copies of documents as evidence). (ANNEXURE B)	Sole proprietorship/ Partnership /Private Ltd. / Public Ltd. / Any other (Please specify)
4	Name of the Proprietor/Partners/Directors of the organization/firm Enclose certified copies of document as evidence. (ANNEXURE C)	
5	Name/s of authorized signatory with designation	
6	Mode of Authorization Enclose certified copies of document as evidence (ANNEXURE D)	Resolution / Partnership Deed / Registered Power of Attorney / Proprietor / Any Other (Please specify)

(To be placed in cover 'A')

7	Yearly turnover of the organization/ Agency during last 3 financial years (year wise) and furnish audited balance sheet and Profit & Loss A/c. (Audited) for the last 3 years (or) Certificate issued by CA. (ANNEXURE E)	2016-17 2017-18 2018-19 Average :
8	Banker's Details (i) Banker's Name (ii) Full Postal Address (iii) Telephone No. (iv) Account No. (v) Type of Account (please enclose photocopy of blank cheque)	
9	PAN No. (Income tax) Enclose certified copies of document as evidence (ANNEXURE F)	
10	GST No. Please enclose documentary evidence (ANNEXURE G)	Yes/ No
11	Whether last three financial years IT returns filed (Pl. enclose certified copies of the I T return of financial years 2016-17, 2017-18, 2018-19) (ANNEXURE H)	Yes/ No
12	Details of similar works executed & completed during last three years (up to March 2019) (ANNEXURE 'AA')	Please fill up enclosed Annexure 'AA' & enclose copies of work completion certificates
13	Details of latest tests carried out by authorized laboratory as per BIS, enclosed certified copies (ANNEXURE I)	
14	Whether any Civil Suit/litigation arisen in contracts executed during the last 10 years. If yes, please furnish the name of the project, employer, nature of work, contract value, work order and brief details of litigation. Give name of the Court, place and status of pending litigation.	Attach a separate sheet if required.

I/We have read and understood the Press notice, Pre-qualification Notice & this Application form along with Annexures and certify that my/our firm full fills the ELIGIBILITY CRITERIA for this work.

(To be placed in cover 'A')

I/We hereby confirm and certify that the information given above is correct and true and the enclosures annexed herewith are genuine to the best of my / our knowledge.

I/We are authorized to sign and submit these documents for pre-qualification.

I /We understand that if at any stage it is found/ noticed by the SBIIMS that any information thus provided by us is untrue / incorrect partly or fully and in case of receipt of adverse / unsatisfactory report from other clients / Bankers, the SBIIMS may not consider our application and / or may de-list us and / or may take any appropriate action against us. I /We will arrange laboratory tests of samples/ at plant at our own cost in periodical interval/ whenever advised by SBI/ SBIIMS.

I /We also understand that partly / wrongly filled application and / or applications not on prescribed pro-forma and / or applications not accompanying relevant documents / enclosures / annexure are liable to be summarily rejected by the SBIIMS.

I / We understand that this is merely an application & does not entitles us to be necessarily pre-qualified by the SBIIMS and SBIIMS reserves the right to reject all and / or any application without assigning any reason whatsoever.

SEAL OF THE FIRM
SIGNATORY)

(SIGNATURE OF AUTHORIZED

PLACE :

NAME :

DATE:

Note : Please enclose all the Annexure with relevant supporting documents.

(To be placed in cover 'A')

ANNEXURE – 'AA'

LIST OF SIMILAR WORKS EXECUTED DURING THE LAST 3 YEARS AS ON 31.03. 19

Sr. No.	Name & full postal address of the client with address & telephone No.	Nature of Work (enclose supporting document)	Contract Period	Remarks
1	3	4	5	6

Enclose additional sheets if required

The Bank will ascertain the confidential report from the previous clients and the applicant should not object the same. The name of the applicant should match with the experience certificate issued by the client.

Name of Authorized signatory

Sign & seal of the applicant

Sign & seal of the applicant

(To be placed in cover 'A')

**SUPPLY AND SERVICE OF PACKAGED DRINKING WATER IN SBI LHO BUILDING
AT LAL DARWAJA, AHMEDABAD**

PROFORMA OF SCHEDULE OF RATE PER UNIT OF PACKAGED DRINKING WATER

(NOT TO BE FILLED)

SR. NO.	PARTICULARS	QUANTITY	UNIT	RATE (IN RS.)	AMOUNT (IN RS.)
1	20 Litres Jar	1140	No.s		
2	Labour Charges for Supplying Water at each desk of the office staff as per need. (monthly charges)	Job	Job		
	TOTAL AMOUNT (in Rs.)				

CHECK LIST :PACKAGED DRINKING WATER (IS 14543) & (IS 13428)

A. CHECKPOINTS Complies (Yes/No)

1. Application is submitted with the required Fees ()
2. Complete Office address & Manufacturing address are given ()
3. Manufacturing address in various documents is same ()
4. Type, Material and Capacity is clearly indicated ()
5. Brand Name Declaration ()
 - a) CM/PF 307 is submitted ()
 - b) Copies of agreements with Brand owners are submitted (wherever applicable) ()
6. Plant Machinery declaration is submitted on CM/PF 305 ()
 - a) Test Equipment Declaration submitted on CM/PF 306 (covering equipment, glassware, chemicals and media) ()
 - b) Least Count, Range and quantity of equipment are as per ISS ()
 - c) Calibration reports of required equipment are submitted ()
 - d) Consent letter from approved OSL is submitted for testing of requirements for which in-house facilities are not available ()
7. Personnel for Chemical & Microbiological Test ()
 - a) Whether copies of appointment letters submitted ()
 - b) Whether qualification of personnel are in order ()
 - c) Whether copies of qualification certificates submitted ()
8. Raw Water-Permissible source of raw water is used ()
9. Details regarding procurement/manufacturing facilities for packing materials are submitted ()
10. Details of Manufacturing Process with Treatment for Disinfection and Process Flow Chart are submitted ()
11. Factory Layout Plan indicating locations of important facilities (source water, processing stages, disinfection, packing, storing, testing etc) is submitted. ()
12. Location and Route Map to factory is submitted. ()

(To be placed in cover 'A')

13. Production Figures for previous/current periods (as applicable) ()
14. Installed Capacity is clearly indicated. ()
15. Hygienic Conditions – whether copies of reports submitted ()
16. Details of previous application/licence provided, as applicable ()
17. Whether request made for blocking of Licence No. ()

B CHECKPOINTS SPECIFIC TO NORMAL PROCEDURE Complies(Yes/No)

- 1 Whether date for preliminary inspection is proposed ()
- 2 Whether details of samples being offered for inspection (water and packaging materials) are indicated ()

C CHECKPOINTS SPECIFIC TO SIMPLIFIED PROCEDURE Complies (Yes/No)

- 1 Whether Self-Evaluation Report submitted ()
- 2 Original Test Report for Water & Containers ()
 - a) Whether the reports submitted are from approved Labs ()
 - b) Whether the reports are not older than 30 days ()
- 3 Whether undertaking for compliance to Labeling Prohibition submitted ()
- 4 Whether undertaking submitted for stoppage of marking in case of failure of verification sample in independent testing ()

Any other details/comments