



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

HEAD OFFICE  
Ground Floor, Raheja Chamber, Free press Journal Marg, Nariman Point, Mumbai 400 021

**Part – I**  
**(Technical Bid)**

**TENDER ID NO.: HOM201905022**

**TENDER FOR PROPOSED ANNUAL SERVICE CONTRACT OF SEGREGATION  
MANAGEMENT AND DISPOSAL OF DRY/WET WASTE GENERATED IN 12  
RESIDENTIAL BUILDING COMPLEXES OF STATE BANK OF INDIA IN MUMBAI  
AND ITS SUBURBS**

**Name of The Tenderer:** .....

**Address:** .....

**GSTIN:** .....

## C O N T E N T S

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## NOTICE INVITING TENDER

### **TENDER FOR PROPOSED ANNUAL SERVICE CONTRACT OF SEGREGATION MANAGEMENT AND DISPOSAL OF DRY/WET WASTE GENERATED IN 12 RESIDENTIAL BUILDING COMPLEXES OF STATE BANK OF INDIA IN MUMBAI AND ITS SUBURBS**

SBI Infra Management Solutions Pvt. Ltd., Ground Floor, Raheja Chambers, Free Press Journal Marg, Nariman Point, Mumbai – 400 021, on behalf of State Bank of India, Mumbai, invites “online E-tender” for the captioned work from Contractors who received NIT from the SBIIMS. Such Contractors are only entitled to quote for this tender.

2. The other details of the tender are as under:

1.	Tender ID number	<b>TENDER ID NO.: HOM201905022</b>
2	Name of Work	Tender for Annual Service Contract Of Segregation Management And Disposal Of Dry/Wet Waste Generated In 12 Residential Building Complexes State Bank Of India In Mumbai And Its Suburbs.
3	Cost of Tender Documents cum processing Fee (Non-refundable)	<b>Rs. 3,000/- (Rupees Three Thousand Only)</b> non-refundable to be deposited through SB Collect Payment Portal available in SBI's online banking site <a href="https://www.onlinesbi.com">https://www.onlinesbi.com</a> . After successful payment, submit a printout of the receipt carrying a Reference No. along with the Technical Bid / Tender Application. For further details, please refer Annexure - 15 enclosed at the end.
4	Earnest Money Deposit (EMD)	<b>Rs.40,000/- (Rupees Forty 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 Mumbai which shall be converted into Security Deposit for successful contractor, whose tender is accepted.
5.	Security Deposit (ISD)	The successful Contractor whose tender is accepted by the Bank shall be bound to deposit a sum equivalent to 5% of accepted “Annual Contract Value” including EMD as Security Deposit (SD) in the form of banker's Cheque/demand draft issued by any Nationalised/Scheduled Bank favouring “ <b>SBI Infra Management Solutions Pvt. Ltd.</b> ” payable at Mumbai. The contractor may choose to deposit the said Security Deposit (SD) in the form of Bank Guarantee (BG) of equivalent amount issued by any Nationalized / Scheduled Commercial Bank as per the SBIIMS/Bank's approved format.
6	Date for Downloading of Tender Document (Technical and Price Bid)	24.5.2019 to 8.6.2019 from Bank's Website: <a href="http://www.sbi.co.in">www.sbi.co.in</a> <LINK>Procurement News
7	Last date and time for receipt of written queries for clarification from	At 12.00 Noon on 30.5.2019

	bidders in Pre-bid meeting.	
8	Pre-Bid Meeting	At 3.00 PM on 31.5.2019 at address mentioned hereinafter. (Only written queries submitted by the bidders till stipulated date and time shall be discussed and clarified in the meeting)
9	Date of posting of clarifications on the Bidder's queries.	1.6.2019 (Clarifications, if any, shall be posted only on the Bank's website. No individual communication shall be provided to the Bidder).
10	Last date & time for submission of Technical bid along with EMD, Cost of tender document cum processing Fee and other documents as specified in the tender.	Up to 03:00 PM on 8.6.2019 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.
11	Address for submission and opening of Technical bid.	Vice President & Vertical Head (FM), SBI Infra Management Solutions Pvt. Ltd., Ground Floor, Raheja Chambers, Free Press Journal Marg, Nariman Point, Mumbai-21.
12	Date and Time of Opening of Technical Bid	03.30 pm on 8.6.2019 at SBIIMS Head Office.
13	Date and Time of submission of <b>Online Price-Bid</b> <b>Note:</b> The bidders qualified and found eligible in Technical bid evaluation shall only be eligible to quote Price Bid.	*The bidders qualified and found eligible in Technical bid evaluation shall only be eligible to quote Price Bid and <u>will be advised individually through Email.</u>  <b>13.6.2019 till 3.30pm</b> at Service Provider's portal <a href="https://etender.sbi/SBI/">https://etender.sbi/SBI/</a>
14	Date and Time of Opening of Online Price Bid	<b>13.6.2019 at 4.00 PM</b> at Service Provider's portal <a href="https://etender.sbi/SBI/">https://etender.sbi/SBI/</a>
15	Validity for Offer	3 (three) months from the date of opening of price bid
16	Date of Commencement of Work	1 <sup>st</sup> Day of Succeeding month of the Work Order
17	Penalty/Liquidated damages	As per relevant clause in the tender document
18	Period of Honoring Payment Certificate	15 days from the date of receipt of bill (excluding Sunday and Public Holidays).
19	Insurance	As per insurance clause of the tender document

3. 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.

4. Tenders received without EMD and Non-Refundable Cost of Tender Documents shall be summarily rejected and such bidders **shall not be allowed** to participate in the online price bidding process.

5. 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.

6. The Bidders disqualified/debarred/terminated by the SBI during the last three years from any of their projects on account of unsatisfactory performance, shall not be eligible to apply/quote.

7. 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.

8. The Vendor shall sequentially number, 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.

9. The Technical Bid documents have to be submitted properly bound with an Index at the beginning of the document reflecting the page number against the Contents. Loose and unbound Tender documents are liable to be rejected, rendering the Technical bid disqualified.

10. Conditional tenders shall be summarily rejected.

11. Any corrigendum / addendum in the matter will be published only in SBI's website – <http://sbi.co.in> under "procurement news".

**Vice President and Vertical Head (FM)**

The steps involved in making the payment through SB Collect are as under: -

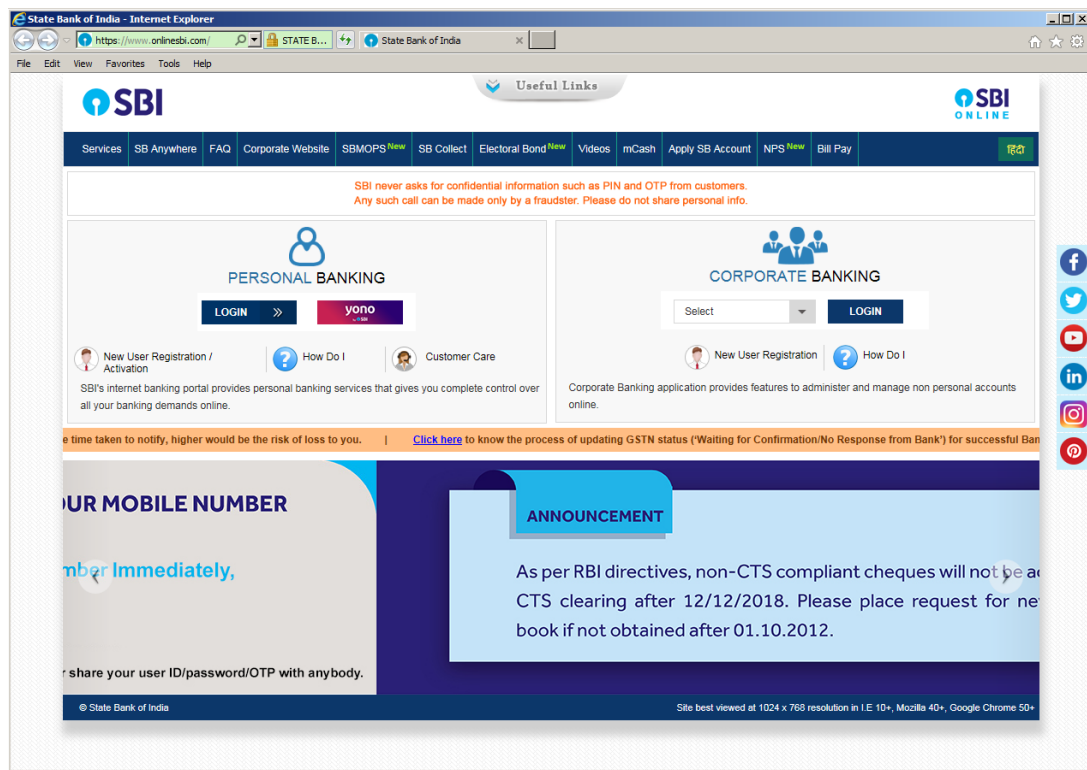
1. The Vendor needs to use SBI internet banking site <https://www.onlinesbi.com/>.
2. Select "**SB Collect**" from Top Menu, that will lead to the next page:
3. "**Proceed**" will lead to the next page:
4. Select "**All India**" in "State of Corporate / Institution" & Select "**Commercial Services**" in "Type of Corporate / Institution".
5. "**Go**" will lead to the next page:
6. Select "**SBI Infra Management Solutions**" in "Commercial Services Name" and "**Submit**".
7. Select "**Tender Application Fee**" in "Payment Category" and enter the **TENDER ID NO.: HOM201905022** (with characters in **Uppercase** only).
8. The next Page will be ready with few of the Preloaded Tender Details. The Vendor will have to fill up the other fields properly and upon making the payment a receipt will be generated with a Reference No. That is to be submitted along with the Tender Application.

**NOTE:** *Any type of vendor, whether dealing with SBI or other bank can use this SB Collect facility.*

Even a contractor not dealing with any bank can use this portal by generating challan suitable for "Cash Deposit" at any SBI branch. The bank charges for cash deposit will be borne by the vendor.

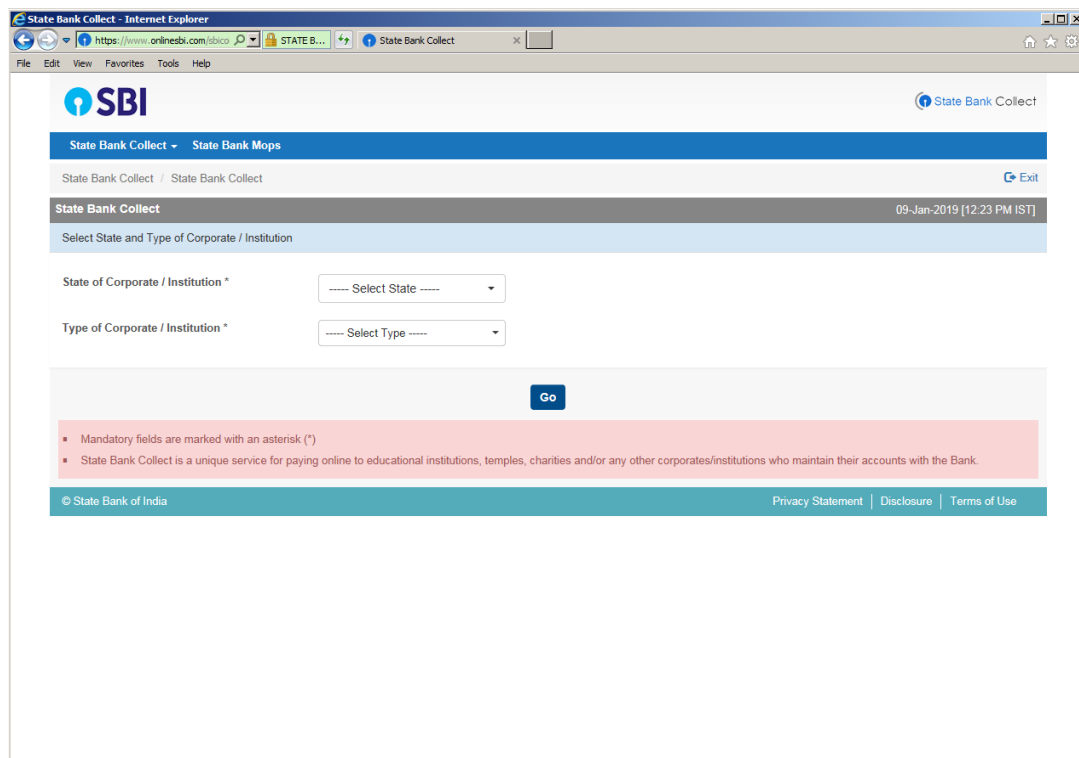
## **Procedure for payment of Tender Fee through SB Collect payment portal:**

The portal link is available in SBI online banking site <https://www.onlinesbi.com/>.



Select "**SB Collect**" from Top Menu, that will lead to the next page:

**"Proceed"** will lead to the next page:



Select **"All India"** in "State of Corporate / Institution " & Select **"Commercial Services"** in "Type of Corporate / Institution".

**"Go"** will lead to the next page:

State Bank Collect - Internet Explorer

https://www.onlinesbi.com/sbico STATE B... State Bank Collect

File Edit View Favorites Tools Help

SBI State Bank Collect

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State Bank Collect 09-Jan-2019 [12:25 PM IST]

Select from Commercial Services

Commercial Services Name \* -- Select Commercial Services --

Submit Back

Mandatory fields are marked with an asterisk (\*)

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Select **"SBI Infra Management Solutions"** in Commercial Services Name and **"Submit"**



State Bank Collect - Internet Explorer


https://www.onlinesbi.com/sbico STATE B... State Bank Collect

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State Bank Collect 09-Jan-2019 [12:28 PM IST]

 SBI Infra Management Solutions Pvt Ltd  
Ground Floor, Raheja Chambers, Free Press Journal Marg, Nariman Point, , Mumbai-400021

Provide details of payment

Select Payment Category \* -- Select Category --

Mandatory fields are marked with an asterisk (\*)

Enter Tender ID \*

Submit

▪ Mandatory fields are marked with an asterisk (\*)  
 ▪ The payment structure document if available will contain detailed instructions about the online payment process.  
 ▪ Date specified(if any) should be in the format of 'ddmmYYYY'. Eg., 02082008

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Select **“Tender Application Fee”** in “Payment Category” and enter the **TENDER ID NO.: HOM201905022** (with characters in **Uppercase** only).

The next Page will be ready with few of the Preloaded Tender Details:

State Bank Collect - Internet Explorer


https://www.onlinesbi.com/sbiccol Identified... State Bank Collect

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SBI State Bank Collect

State Bank Collect / State Bank Collect Exit

State Bank Collect 09-Jan-2019 [12:35 PM IST]

 **SBI Infra Management Solutions Pvt Ltd**  
Ground Floor, Raheja Chambers, Free Press Journal Marg, Nariman Point, Mumbai-400021

Provide details of payment

Select Payment Category \* TENDER APPLICATION FEI

Tender ID \* MUM2019010005

Tender Name Corp 05

Open Date 06-01-2019

End Date 12-01-2019

Amount in Rupees \* 10000

Vendor Email ID

Vendor GST No \*

Vendor Mobile No \*

Vendor Name \*

Remarks

Please enter your Name, Date of Birth (For Personal Banking) / Incorporation (For Corporate Banking) & Mobile Number.  
This is required to reprint your e-receipt / remittance(PAP) form, if the need arises.

Name \*

Date Of Birth / Incorporation \*

Mobile Number \*

Enter the text as shown in the image \* 39E10

Submit Reset Back

▪ Mandatory fields are marked with an asterisk (\*)  
 ▪ The payment structure document if available will contain detailed instructions about the online payment process.  
 ▪ Date specified(if any) should be in the format of 'ddmmYYYY'. Eg., 02082008

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The Vendor will have to fill up the fields properly and upon making the payment a receipt will be generated with a Reference No. Submit the printout of the Receipt, along with the Tender Application.

## **SAMPLE BUSINESS RULE DOCUMENT**

### **ONLINE E- TENDERING FOR PROVIDING ANNUAL SERVICE CONTRACT OF SEGREGATION MANAGEMENT AND DISPOSAL OF DRY/WET WASTE GENERATED IN 12 RESIDENTIAL BUILDING COMPLEXES OF STATE BANK OF INDIA IN MUMBAI AND ITS SUBURBS**

#### **(A) Business rules for E-tendering:**

1. Only contractors who are contractors of SBIIMS engaged in providing Maintenance and Housekeeping services **including Waste Management** shall be eligible to participate.
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, there is any change in e-tendering service provider, the SBIIMS will inform the qualified bidders suitably at appropriate time.
4. Business rules like event date, closing and opening time etc. will be communicated through service provider for compliance.
5. Contractors have to send by email, the compliance form in the prescribed format (provided by service provider), before start of E-tendering without which, bidders will not be eligible to participate in the bidding process.
6. E-tendering will be conducted on schedule date & time.
7. 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 Technologies Ltd.** Has been engaged by SBIIMS 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 Technologies Ltd.**, on pre-specified date. While the Contractors shall be quoting from their own offices/ place of their choice, Internet connectivity and other paraphernalia requirements shall have to be ensured by Contractors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders' responsibility.
2. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives such as back-up power supply etc. whatever required so that they are able to circumvent such situation and still be able to participate in the E-tendering successfully.
3. Failure of power at the premises of Contractors 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 will not be extended and SBIIMS shall not be responsible for such eventualities.

4. M/s. **e-Procurement Technologies Ltd., 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.
5. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online E-tendering.
6. BID PRICE: The Bidder has to quote the rate as per the Tender Document provided by SBIIMS or their appointed Architects.
7. 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.
8. Procedure of E-tendering:

**Online E-tendering:**

- a) The Technical as well as Price Bids will be available on the Bank's website during the period specified in the NIT.
  - b) Online e-tendering for Price Bid submission through SBIIMS's approved Service Provider shall be open to the bidders to whom NIT has been forwarded.
  - c) The Price-Bid shall be made available online by the Service Provider wherein the contractors will be required to fill-in their Item-wise rates for each item.
  - d) The Contractors 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.
9. LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by M/s. **e-Procurement Technologies Ltd., Ahmedabad**. The Bidders are requested to change the Password after the receipt of initial Password from M/s. **e-Procurement Technologies Ltd., Ahmedabad**. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
  10. 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 de-panelling such contractors and forfeiting their EMD.
  11. 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.

12. SBIIMS shall be at liberty to cancel the E-tendering process / tender at any time, before ordering, without assigning any reason.
13. SBIIMS shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
14. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.

15. OTHER TERMS & CONDITIONS:

- a. 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.
- b. The Bidder shall not divulge either his Bids or any other exclusive details of SBIIMS to any other party.
- c. SBIIMS decision on award of Contract shall be final and binding on all the Bidders.
- d. SBIIMS reserve their rights to extend, reschedule or cancel any E-tendering within its sole discretion.
- e. SBIIMS or its authorized service provider M/s. **e-Procurement Technologies Ltd., Ahmedabad** shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- f. SBIIMS or its authorized service provider M/s. **e-Procurement Technologies Ltd., Ahmedabad** is not responsible for any damages, including damages that result from, but are not limited to negligence.
- g. SBIIMS or its authorized service M/s. **e-Procurement Technologies Ltd., 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 following Process Compliance Statement duly signed to M/s. **e-Procurement Technologies Ltd., Ahmedabad**.
- All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event.

## **PROCESS COMPLIANCE STATEMENT**

### **ANNEXURE- 'B'**

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

M/s e-Procurement Technologies Ltd.  
B-704, Wall Street - II,  
Opp. Orient Club, Nr. Gujarat College,  
Ahmedabad - 380 006. Gujarat State, India  
Phone: +91 79 61200

Dear Sir,

#### **AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE ONLINE E- TENDERING FOR PROVIDING ANNUAL SERVICE CONTRACT OF SEGREGATION MANAGEMENT AND DISPOSAL OF DRY/WET WASTE GENERATED IN 12 RESIDENTIAL BUILDING COMPLEXES OF STATE BANK OF INDIA IN MUMBAI AND ITS SUBURBS**

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 Technologies Ltd shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the 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.
- 5) We confirm that we have a valid digital signature certificate issued by a valid Certifying Authority
- 6) We, hereby confirm that we will honour the Bids placed by us during the E-tendering process.
- 7) We confirm that we are the Contractors/Vendors/Service Providers for the captioned job. In the eventuality of any information found incorrect at any stage of the Tender, we hereby authorise SBIIMS to disqualify/reject our Tender without notice and take further action as deemed fit.

With regards,

Date:

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

**DETAILS OF PREMISES IN MUMBAI AND ITS SUBURBS**

<b>Sr. No.</b>	<b>Name and location of building complexes with full address</b>	<b>No. of Building Blocks</b>	<b>No. of flats</b>
1	Madhuban, Gen. J.B. Marg, Opp.Y.B. Chavan Auditorium, Mumbai	1	48
2	Kinellan & Udyan, Towers, 100 A Nepean Sea Road, Mumbai – 400 006	2	36
3	Kalpak, Antop Hill, Wadala, Mumbai	2	48
4	Samruddhi, Plot NO. 101, 102 Rd. No.29, Sion-Matunga Estate, Opp. Sion Fort, SION (E), Mumbai-22	2	77
5	Mala Towers, Lokhandwala, Andheri (W), Mumbai - 400053	2	128
6	Vidyanagar, Evershine Nagar, MALAD, (W), Mumbai - 400064	3	72
7	Manish, Evershine Nagar, MALAD, (W), Mumbai - 400064	3	54
8	Yamuna, Godavari And Cauvery, Mahada Flats, Near Oshiwara Police Station, Jogeshwari (West), Mumbai 400102	3	90
9	Kalpataru, Behind Paradise Cinema, B Keer Marg, Mahim West, Mumbai 400 016	3	72
10	Sunrise Towers, Piramal Nagar, Goregaon (West), Mumbai - 400062	1	64
11	UTI Quarters, R-2, Bandra East Mumbai 40051	1	27
12	Radhika Apartments C S 1189, Near Ravindra Natya Mandir, Off Sayani Road, Mumbai 400025	1	13
	Total	24	729

## INSTRUCTIONS TO TENDERER

### 1. **Purpose:**

To provide Annual Service Contract of Segregation Management and Disposal of Dry/Wet waste generated in 12 Residential Building Complexes of State Bank of India in Mumbai and its Suburbs by installing Organic Waste Converter, Operate and Maintain the system.

### 2. **Invitation:**

The bidders desirous of taking up the project for supply of above Services for SBI are invited to submit their technical and commercial proposal in response to this Tender. The criteria and the actual process of evaluation and subsequent selection of the successful bidder (L1) will be entirely at Bank's discretion. We seek proposal from Bidders who have the necessary experience, capability & expertise to Manage house hold Dry/Wet Waste to Bank's requirement outlined in this Tender.

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

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

Bid is open to all Bidders who received NIT from the SBIIMS are only entitled to quote for 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 State Bank of India (Bank), is provided to the Bidder(s) on the terms and conditions set out in this Tender document and all other terms and conditions subject to which such information is provided.

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

The Bank reserves the right to accept or reject any Bid/ offer received in part or in full, and to cancel the bidding process and reject all Bids at any time prior to contract of



award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action. Bank reserves the right to reject any Bid on security and / or other considerations without assigning any reason.

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

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

The Bidder is expected to examine all instructions, statements, terms and specifications in the bidding document. Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid. 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 Bank may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted. The bidder may be asked to give presentation for the purpose of clarification of the bid.

**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 Bank may take. All the bids with accompanying documents will become property of SBI.

**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: Arial 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 Bank, the bids will be received till the target time on the next working day. The bank may at its discretion extend the bid submission date. The modified target date & time will be notified on the web site of the Bank.
8. At any time prior to the deadline for submission of bids, SBIIMS may modify or alter the bidding document by issuing an amendment.
9. 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.
10. 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).
11. 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.
12. 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.
13. The Contractor shall exercise adequate supervision to ensure proper performance of Services in accordance with the requirements.
14. The Contractor shall issue identity cards/ identification documents to all its employees.
15. 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.
16. 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.
17. The details of the machineries proposed to deploy and other technical details can be furnished in the Technical bid.
18. No costs incurred by the applicant in applying, in providing necessary clarifications or attending discussions, conferences or site visits will be reimbursed by the Bank.
19. The Technical Bid and the Price Bid will be opened as per the schedule given in NIT.

20. Tenders received after the due date and time are 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.
21. 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.
22. 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.
23. The rate should be quoted in Indian Currency only.
24. 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. During this period no request for enhancement / escalation in rates shall be considered under any circumstances.
25. The rate quoted by the tenderer shall remain firm and shall cover and include cost of all materials required for upkeep of the premises, wages to the labourers, supervisors, equipment deployed, maintenance of the machineries, contractors profit, transportation charges and all statutory levies, applicable taxes, EPF, ESI, and any other statutory component as per the Central Government Minimum Wages Act but excluding Goods & Service Tax (GST).
26. The tenderers are advised to inspect the site and acquaint themselves with the actual working and prevailing site conditions before quoting the rates.
27. Please note that it is tenderers' responsibility to provide all items which may not be specifically mentioned in the scope of works but are necessary to complete the work and subject services to the satisfaction of the Bank.
28. The bank shall not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
29. No employee of SBI/SBIIMS shall be engaged by the contractor during the course of carrying out the works.
30. The tenderer shall deposit a sum of Rs. 40,000/- (Rupees Forty Thousand Only) Earnest Money Deposit and Rs. 3,000/- (Rs. Three Thousand Only) as Non-Refundable cost of tender along with the tender document. This EMD (Earnest Money Deposit) shall be in the form of demand draft from any nationalized bank or from a scheduled bank drawn in favour of SBI Infra Management Solutions Pvt. Ltd., payable at Mumbai and Cost of Tender Document and Processing Fee (non-refundable) shall be deposited through SB Collect Payment Portal and the Printout of the receipt carrying a Reference No. shall be submitted along with the Technical Bid.

31. No interest shall be paid on the EMD. The tenders received without EMD and Cost of Tender Document shall be summarily rejected.
32. 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.
33. The contractor has to maintain an attendance register of the persons employed and the same will be inspected daily by the Bank's Officer-in-charge.
34. 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 SBIIMS/Bank reserves the rights to ask contractors for immediately removal such person(s) with suitable substitute immediately.
35. The contractor has to submit the Police verification details of all the people deployed by him at site before commencement of work. In case of any replacement during the pendency of the agreement, submission of police verification documents of such replaced staff is to be made available immediately.
36. 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.
37. 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.
38. 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.
39. Quoted rates per unit being different from those prescribed in the tender shall render the bid disqualified without any claim/explanation.
40. 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.
41. 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.
42. 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.

43. STATUTORY DEDUCTION towards INCOME TAX, Work Contract Tax and any other statutory deductions as per the law prevalent will be made as per Rules.

44. The contractor shall be responsible to ensure making payment of “Prevailing Minimum Wages” as notified by the Chief Labour Commissioner (C), Central Government of India, Ministry of Labour & Employment, to their labourers/ employees directly in their Bank 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.

45. The contractor shall be bound to submit original challans and other documents with regard to payment of ESIC/EPF/any other statutory dues /compliances/pay slip along with monthly bill to the SBIIMS, failing which bill will not be entertained.

46. 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) The printout of the receipt of SB Collect Payment Portal for specified amount of Cost of Tender Document cum Processing Fee (Non-refundable)

(ii) Contractors not submitting any one or more documents mentioned above and elsewhere in this document shall not be eligible to participate in the online price bidding.

(iii) The above-mentioned tender documents and other supporting papers should be placed in a sealed Envelope marked “A” super scribing **“Tender For Proposed Annual Service Contract Of Segregation Management And Disposal Of Dry/Wet Waste Generated In 12 Residential Building Complexes of State Bank Of India In Mumbai And Its Suburbs”**

(iv) 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.

(v) 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.

47. No union formation is allowed.

48. 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.

49. The personnel who are appointed as Janitors shall be provided with all cleaning and safety material for cleaning purposes by the Contractor.

50. The quantity for manpower 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.
51. 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 Bank on the basis of minimum wages plus 10% handing charges.
52. All the chemicals, consumables required for the purpose of providing services should be of standard brands as specified in the tender, and as per the approval of the SBIIMS/SBI. No sub-standard material shall be used. The chemicals used for the purpose of cleaning shall be eco-friendly, bio-degradable and not banned by Law.

## **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 SBIIMS on behalf of SBI and the contractor, together with the documents referred to therein including these conditions and other instructions issued by the Employer from time to time and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

**‘Employer / Bank’** means SBIIMS having its Head Office at Ground Floor, Raheja Chambers, Free Press Journal Marg, Nariman Point, Mumbai and and State Bank of India having its Corporate Centre at Nariman Point Mumbai.

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

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

**‘Site’** means State Bank of India, Mumbai Tender for Providing Annual Service Contract Of Segregation Management And Disposal Of Dry/Wet Waste Generated In 12 Residential Building Complexes of State Bank Of India In Mumbai And Its Suburbs, 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 before quoting their rates. It is expected that the tenderers will provide high quality services without damaging 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 Head Office at Raheja Chambers, FPJ Road, Nariman Point 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/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/SBI reserves the right to increase or decrease the quantum of service to be provided and also reserves the right to cancel or revise any or all the tenders or part of tenders without giving any reasons thereto with no cost to the SBIIMS/SBI.
- (iii) The SBIIMS/SBI reserve their rights to split the scope of work to different agencies within its sole discretion.
- (iv) If the scope of work under this tender cover more than one sites / offices / complexes / colonies / Apartments having separate Price Bids, the 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 establishments 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 Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.

#### 9. WORK ORDER:

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

#### 10. CONTRACT DOCUMENT:

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

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

The tenderer shall furnish **EMD of Rs.40,000/- (Rupees Forty 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 Mumbai. 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:

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

- a. Security Deposit is not submitted within the stipulated time;
- b. Agreement is not entered within stipulated time;
- c. If the tenderer revokes his tender during the period he is required to keep his tender open for acceptance by the Employer or
- d. The tender is accepted by the Employer but the contractor fails to enter into a formal agreement or
- e. Fails to commence the work within the stipulated time.
- f. Minimum Wages are quoted in the Price Bid below the wages specified by the Central Government (Chief Labour Commissioner, Ministry of Labour & Employment, New Delhi)
- g. 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 "SBI Infra Management Solutions Pvt. Ltd. A/c M/s ..... (Name of the Contractor firm)" payable at Mumbai 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 Commercial 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 authorized 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 (Bank/SBIIMS), 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 Bank.
- The contractor should ensure that the equipment provided on site are functioning at all times.

#### 21. WAGES TO BE PAID:

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

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

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

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

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

The rate quoted shall be inclusive of bonus, house rent allowance, Employees provident fund, overtime, conveyance, food expenses etc. 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. Supervisors, workers (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 EPF/ESI/DA, etc. shall be summarily rejected/disqualified.

## 22. PROCUREMENT OF CLEANING AND OTHER MATERIALS:

All the cleaning materials and consumables (as per list enclosed in the BOQ of the tender) required for the work shall be supplied by the Contractor within their quoted rates only. All the cleaning materials shall be of make of Hindustan Unilever or other equivalent make approved by the SBIIMS/Bank.

## 23. UNIFORM:

The contractor shall provide New Uniform (with Company's name badge) including Safety Shoes, Helmet, Safety Belt, Apron, 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:

- PF challan for the previous month.
- A separate sheet mentioning the names of the staff deputed at SBI Site,
- Wages/Salary amount credited in the Bank's account of individual,
- 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.
- 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.
- ix. GST Paid Original Bills/Invoices in support of claims of all the material (including cleansing materials supplied to the residents, material used for Common areas as wells as Plumbing, Electrical and any other material supplied/used in the maintenance during the month) duly counter signed by the Officer-in-charge/Engineer from SBI confirming the procurement and use of all such material at site.

25. Whenever under the contract any sum of money shall be recovered from, or payable by the contractor, the same shall be paid by the contractor on demand. The 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 otherworks.

26. If State Bank of India engages workers to complete any part or whole of the work as per this contract for any period, due to failure of the contractor to engage adequate number of workers, in that event, contractor has to reimburse to SBI/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, for carrying out the work as detailed in the tender document 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 Bank from the contractor.

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

### 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 two similar terms on expiry of the current contract period, within sole discretion of the Bank / 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 Bank and cannot be claimed as right of the Contractor.
- If the contractor fails to perform any of its duties under this agreement and if the Employer is dissatisfied with the services of the contractor during the contract period or extended period of service, the Employer may terminate the services of the contractor, by issuing one month's notice in writing to winding up.

### 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 of cleaning procedure adopted, record of chemicals used, details of daily record of cleaning 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 Bank.

- 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 Bank.
- 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 Bank every month, necessary proofs for having made remittance of ESI and PF contributions in respect of all contract labourers engaged by him.
- viii. As regards Employees State Insurance Act, the contractor shall submit photostat copies of the challans of remittance of the contributions (both the employee's contributions and his own contribution there on) to the ESI corporation in respect of the employees engaged in State Bank of India by him for this work for the relevant period before any payment is released by State Bank of India.
- ix. As regards the Employees Provident Fund and Miscellaneous Provision Act 1952 and rules and regulations and schemes framed there under, he shall be liable to pay employees compensation under the Act in respect of all labour employed by him for the execution of the contract. For this purpose, he shall indicate the code number obtained by him from the Regional Provident Fund Commissioner and produce the Photostat copy of the challan receipt of monthly remittance.
- x. He shall also furnish such returns as are due under the Act to be sent to the appropriate authorities through State Bank of India.
- xi. The contractor is required to take Insurance for all the workers employed on the works towards payments for workmen compensation. The Insurance has to be taken within 15 days of the award of work and has to be provided at the signing of the agreement.
- xii. The contractor shall be fully responsible for the consequences arising out of default and Bank may treat it as breach of Contract and reserves the right to terminate the Contract.
- xiii. The contractor shall pay wages to his workmen at the rates as applicable under the Minimum Wages Act as per Central Government guidelines for unskilled and for semiskilled/equivalent categories.
- xiv. The contractor shall disburse the wages through credit to their accounts and account statement should be enclosed along with the monthly bill.

- xv. The duration of duty is eight hours per day per person. To keep the efficiency and alertness the overtime will be kept to the barest minimum.
- xvi. The staff/workers employed by the contractor shall not find under the influence of alcohol or any abusive substance at any point of time. Further, the mobilization of the workers engaged shall be such that they maintain the dignity of the office at all time and any incident of mobilization or indecency is noticed at the work place bank shall have the right for asking replacement of such workers employed by the contractor.

#### 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. Bank shall not pay any claim /compensation by Contractor for such termination of Contract.
- (b) As regards unsatisfactory performance or non-compliance with any of the terms and conditions of the contract by the contractor or abandoning the work, the SBIIMS/State Bank of India shall have the right to terminate the contract forthwith with one month's notice and rearrange the work through other agencies at Contractor's risk, cost and consequences and under such circumstances, the security deposit paid by the contractor shall stand forfeited, besides any other action deemed fit including de-paneling the contractor or debarring them in future tendering process.

#### 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 SBIIMS'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 Bank/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 agencies. Cost of damages if any, to life and property arising out of such violation of statutory regulations and SBIIMS/SBI instructions shall be borne by the contractor.

#### 43. INDEMNITY BOND:

- Contractor shall sign an Indemnity Bond in an approved format as per Annexure-14 before starting the work, indemnifying the SBIIMS 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 Mumbai 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 Mumbai only and not elsewhere.
- **Saving clause:** No suits, prosecution or any legal proceedings shall lie against the **State Bank of India, Mumbai** 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 Bank at its sole discretion shall ask at any time for changes in the anticipated work sequence due to operational requirements. Such change in work sequence shall not entitle the contractor to any additional payment.

The contractor shall be required to submit for the Bank's approval a schedule of materials that shall be mobilize for the above services wherever applicable. This information shall be



submitted with full identification of specific manufacturer's products together with their catalogues.

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

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

#### 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, Mumbai 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.

49. 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 SBIIMS/SBI's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Tenderer's bid.

50. 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.

51. 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 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.

## 52. PRICE VARIATION CLAUSE:

**Price variation for Labour component:** Please note that all rates (Manpower, Material etc.) quoted by the vendor shall remain fixed and valid for a period of one year i.e. initial contract period from the date of commencement of work and no escalation/price increase, whatsoever shall be considered during this period. Accordingly, contractor has to take due care on this account while quoting the rates.

The Bank/SBIIMS may consider renewal of contract for similar two terms 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 Bank/SBIIMS and the contractor shall have no right to claim for the same.

**Price Variation on material component:** No escalation of Material component will be allowed during the contract period.

#### 53. 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 two 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.

#### 54. ASSIGNMENT AND SUBLETTING:

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

#### 55. 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.

#### 56. 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 SERVICES**

The bidders are required to provide Annual Service Contract of Segregation Management and Disposal of Dry/Wet Waste at the following Residential Building Complexes of State Bank of India in Mumbai and its Suburbs:

<b>Sr. No.</b>	<b>Name and location of building complexes with full address</b>	<b>No. of Building Blocks</b>	<b>No. of flats</b>
1	Madhuban, Gen. J.B. Marg, Opp.Y.B. Chavan Auditorium, Mumbai	1	48
2	Kinellan & Udyan Towers, 100 A Nepean Sea Road, Mumbai – 400 006	2	36
3	Kalpak, Antop Hill, Wadala, Mumbai	2	48
4	Samruddhi, Plot NO. 101, 102 Rd. No.29, Sion-Matunga Estate, Opp. Sion Fort, SION (E), Mumbai-22	2	77
5	Mala Towers, Lokhandwala, Andheri (W), Mumbai - 400053	2	128
6	Vidyanagar, Evershine Nagar, MALAD, (W), Mumbai - 400064	3	72
7	Manish, Evershine Nagar, MALAD, (W), Mumbai - 400064	3	54
8	Yamuna, Godavari And Cauvery, Mahada Flats, Near Oshiwara Police Station, Jogeshwari (West), Mumbai 400102	3	90
9	Kalpataru, Behind Paradise Cinema, B Keer Marg, Mahim West, Mumbai 400 016	3	72
10	Sunrise Towers, Piramal Nagar, Goregaon (West), Mumbai - 400062	1	64
11	UTI Quarters, R-2, Bandra East Mumbai 40051	1	27
12	Radhika Apartments C S 1189, Near Ravindra Natya Mandir, Off Sayani Road, Mumbai 400025	1	13
	<b>Total</b>	<b>24</b>	<b>729</b>

The brief details of scope of services are mentioned below:

1	<ul style="list-style-type: none"> <li>Installation of Organic Waste Converter (OWC) system at the Seven (7) buildings of State Bank of India (Details given under the head "Machinery/Equipment to be provided")</li> </ul>	One-time measure
2	<ul style="list-style-type: none"> <li>Imparting of process awareness session for resident, housekeeping staff and house – maids</li> </ul>	At the initial stage of Contract
3	<ul style="list-style-type: none"> <li>At the Residential Buildings, segregation of Dry waste and Wet waste generated and brought in by the existing house-keeping staff</li> <li>Final segregation of wet garbage from the dry garbage</li> <li>Feeding in composting tumbler and rotating the drums by the employees of the Contractor</li> <li>Running/Operating OWC at all 12 building complexes.</li> <li>Disposal of Dry waste and excess manure generated in any form from the OWC.</li> <li>Shredding, if required.</li> <li>Overall site cleaning / Cleaning of composting area by the by the employees of the Contractor</li> </ul>	Daily

	<ul style="list-style-type: none"> <li>▪ Maintaining log of daily waste feeding, reject and dry waste</li> <li>▪ Packing of compost in gunny bags once ready</li> <li>▪ Collection of dry waste and channelizing it for recycling to MPCB certified recyclers</li> <li>▪ Disposal of the wet and dry garbage is to be carried out as per the instructions of MCGM. Any co-ordination in this regard with MCGM has to be carried out by the Contractor</li> </ul>	
	<ul style="list-style-type: none"> <li>▪ Procurement and providing of all consumables required such as Additives, Saw dust, Workers gears, Cleaning material, Bio-culture and Gunny bags</li> </ul>	Monthly or As and when required
4	<ul style="list-style-type: none"> <li>▪ Providing monthly reports which consists data of wet waste managed, dry waste collected and reject waste handed over to BMC along with carbon foot print saved by not dumping.</li> </ul>	Monthly

Note:

1. Bi-Weekly supervision of complete process will be undertaken.
2. Contractor to take extra care to ensure that in case his staff / supervisor is absent for any genuine reason, a suitable substitute is sent in his/her place to oversee proper maintenance of the housekeeping for the cleaning work and to provide uninterrupted services.
3. Under no circumstances the collected wastes should be dumped inside the campus. In case of any such observation by the Bank, the Contractor shall be penalised up to 5% deduction in the monthly bills

**MACHINERY / EQUIPMENT TO BE PROVIDED:**

While the above-mentioned works have to be carried in mechanized system in all the premises details of which are provided hereinabove (under the "Scope of Work"), essential machinery/equipment are to be provided as a one time measure, at the following Residential Building Complexes :

Sr. No.	Equipment	Location	Use
1)	Organic waste Converter-250 Ltr along with Curing bin of 100 litre capacity	i. Mala Towers, Lokhandwala, Andheri (W), Mumbai – 400053 ii. Manish, Evershine Nagar, MALAD, (W), Mumbai – 400064 iii. UTI Quarters, R-2, Bandra East Mumbai 40051	For composting of waste
2)	Organic waste converter -550 Ltr along with Curing bin of 100 litre capacity	i. Kalpak, Antop Hill, Wadala, Mumbai ii. Mala Towers, Lokhandwala, Andheri (W), Mumbai – 400053 iii. Vidyanagar, Evershine Nagar, MALAD, (W), Mumbai – 400064 iv. Manish, Evershine Nagar, MALAD, (W), Mumbai – 400064 v. Yamuna, Godavari And Cauvery, Mahada Flats, Near Oshiwara Police Station, Jogeshwari (West), Mumbai 400102 vi. UTI Quarters, R-2, Bandra East Mumbai 40051 vii. Radhika Apartment, C S 1189, Near Ravindra Natya Mandir, Off Sayani Road, Mumbai 400025	For composting of waste
3)	Organic waste Shredder	Mala Towers, Lokhandwala, Andheri (W), Mumbai – 400053	For shredding of waste
4)	Digital weighing scale	At all 12 Residential Buildings	For weighing the waste

2. These machinery/equipment is already available at the following complexes:

- a. Madhuban
- b. Kinellan & Udyan
- c. Samruddhi
- d. Kalpataru, Mahim &
- e. Sunrise Towers

3. Overall status as to availability / requirement of Machinery/equipment at various locations is as under:

Sl No:	Name of the Residential Building Complex	No. of Complexes	No of Flats	Approximate Amt. of wet waste generated	Composting System Requirement				Equipment provided already
					10 Kg/day	25 Kg/day	Shredder	Curing Bin	
1	Madhuban	1	48	48	0	2	0	2	Yes
2	Kinellan & Udyan	2	36	36	1	1	0	1	Yes
3	Kalpak	2	48	48	0	2	0	2	To be provided
4	Samruddhi	2	77	77	0	3	0	3	Yes
5	Mala Tower	2	128	128	1	5	1	5	To be provided
6	Vidyanagar	3	72	72	0	3	0	3	To be provided
7	Manish	3	54	54	1	2	0	2	To be provided
8	MHADA	3	90	90	0	4	0	4	To be provided
9	Kalpataru, Mahim	3	72	72	0	3	0	3	Yes
10	Sunrise	1	64	64	0	3	0	3	Yes
11	UTI Building	1	27	27	1	1	0	1	To be provided
12	Radhika	1	13	13	0	1	0	1	To be provided
	<b>TOTAL</b>	<b>24</b>	<b>729</b>	<b>729</b>	<b>4</b>	<b>30</b>	<b>1</b>	<b>30</b>	

### **MANPOWER QUALIFICATION AND EXPERIENCE CRITERIA**

<b>Sr. No.</b>	<b>Particular</b>	<b>Manpower Category Along with Qualification</b>
1.	<b>Supervisor</b> 7 am to 7 pm	<i>(Semiskilled Category)</i> HSC Passed and/or above with Minimum 3-year experience in Supervision and Manpower Handling.
2.	<b>Worker</b> 7 am to 7 pm	<i>Unskilled Category</i> Minimum 1-year experience in handling of Dry / Wet waste as per the requirement of Government authorities concerned.

**\*\*Note: Wherever the duty hours of the respective Employee/worker mentioned above is exceeding 8 Hours, it will be sole responsibility of the Contractor to ensure relief arrangements and to quote their rates accordingly.**

**Note:**

- i. All the above-mentioned scope of works is indicative and not exhaustive; Bank reserves the right to add/delete any work under the scope of work. However, the Contractor has to properly maintain the campus/Building /Premises.
- ii. Also, all the expenses towards maintenance of the equipment will have to be borne by the Contractor.
- iii. The Contractor has to provide Uniform (displaying contractor's name), Shoes, hand gloves, personal protective equipment, necessary tools, etc. to all their staff members.
- iv. Supervisors/Managers should visit different Residential Building Complexes of from time to time to ensure that Waste Management is carried out as per laid down norms.
- v. All the consumables should be of specified make or equivalent brand of ISI mark as approved by the SBIIMS/SBI.
- vi. The Materials to be used for composting should be those approved by the Government as well as ecofriendly.

**DRAFT MEMORANDUM OF CONTRACT FOR \_\_\_\_\_ SERVICES**

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

THIS CONTRACT IS ENTERED AT MUMBAI ON THIS ..... DAY OF ..... 2019 BETWEEN

State Bank of India, a body corporate constituted under the State Bank of India Act, 1955 and having its Corporate Centre at 'State Bank Bhavan', Madame Cama Road, Nariman Point, Mumbai-400021, India ("SBI"), acting through its branch/ DEPARTMENT ... (hereinafter referred to as the 'Bank' which expressions shall include its successor and assigns) of the ONE PART.

AND

M/s. ----- a Proprietorship concern/ Partnership firm / a company registered under the provision of Companies Act 2013 having its registered office at \_\_\_\_ acting through its... {strike off whichever is not relevant to the context} (Hereinafter referred to as the Contractor/ Service Provider) which expressions shall include its successor and assigns) of the OTHER PART

Whereas the SBI Infra Management Services Pvt. Ltd., (SBIIMS) a wholly owned subsidiary of the Bank, having it's Head Office at Ground Floor, Raheja Chambers, Free Press Journal Marg, Nariman Point, Mumbai and constituted exclusively for the purpose of handling all Real Estate affairs of the Bank, including Managing & Supervising of Construction/ Interior/ Maintenance / leasing and all other matters, has invited offers / tenders on behalf of Bank from reputed contractors/ service providers for rendering the \_\_\_\_\_ services (the Services) at their premises located at ---- vide tender notice dated ----.

Whereas, the contractor / service provider has participated in the tender process / offered their services in pursuance of the tender notice/ offer and after screening of proposals received and completion of due tendering process, the contractor / service provider has been declared as the successful AND accordingly has agreed to render their services for valued consideration.

AND WHEREAS in pursuance to the acceptance of the tender of the contractor / service provider, both parties are desirous to enter into the present contract on the terms and conditions as set forth herein.

The Bank and contractor / service provider are collectively referred to as the "Parties" and are individually referred to as a "Party." Any reference made to male gender includes female and vice versa.



NOW THAT IN CONSIDERATION OF ABOVE PREMISES, the parties hereby agree as follows

1. That the contractor/ service provider hereby agrees to render the \_\_\_\_\_ service, at Bank's premises located at \_\_\_\_\_.

2. It is hereby agreed between the parties that, all the Provisions, Terms and Conditions of the Original Tender Documents, Work Order and correspondence taken place between the parties shall form part and parcel of this agreement and undertakes to abide by the same.

3. The Bank will pay to the contractor/ service provider Rs. -----, subject to rendering the services and delivering goods to satisfaction of the Bank. The Bank reserves its unfettered right to deduct penalty / reduce the payment for the services not rendered / goods not delivered as per the terms of the Tender Document / Work Order and the decision of the Bank will be final. The charges payable to the contractor/ service provider do not include the Goods & Services Tax, but inclusive of all other taxes/ duties/ levies, whether existing or levied in future by Central Government or State Government or Local bodies as the case may be.

4. The contract, will be valid for an initial period of 1 (One) year from the date of commencement of work subject to the renewal for two similar terms after expiry of initial period of one-year within the sole discretion of the SBIIMS / Bank/ SBI subject to satisfactory performance and not be claimed as right of the Contractor / Service Provider. In case of breach of contract or in the event of not fulfilling the minimum requirements/statuary requirement/satisfactory services etc., the SBIIMS shall have the right to terminate the contract forthwith 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 the contractor / service provider solely at the discretion of the SBIIMS/SBI.

5. (i) The contractor / service provider has quoted the rates after duly considering the prevalent rates of minimum wages prescribed by the Central / State Government and the rates shall remain fixed and valid for a period of one year i.e. initial contract period from the date of commencement of work and no escalation / price increase, whatsoever will be considered during this period.

(ii) The Bank / SBIIMS may consider renewal of contract for similar two terms on the same terms and conditions and provision contained in Point no. 4 above, except the minimum wages, which shall be considered as per Central Government rates prevailing at material time provided that the services rendered by the vendor are found satisfactory. However, renewal of

contract is discretion of the Bank/ SBIIMS and the contractor shall have no right to claim for the same.

(iii) No price escalation on account of material components, pest control, housekeeping & horticulture, etc., will be allowed during the contract period.

6. All the material used for rendering the services should be of ISI mark produced by reputed brands / or as specified by the Bank in the tender documents and at no point of time the contractor / service provider shall use any substandard products.

7. The contractor will always maintain on his roll sufficient numbers of employees (as indicated in the Tender documents), of able body, medically fit, honest, well behaved, skilled workman and technical and supervisory staff to oversee the work to be carried out by the employees engaged by the contractor / service provider. At no point of time the contractor will employ a person below 18 years and more than 50 years of age for workmen and upto age of 55 years for Supervisors. The contractor undertakes to get the antecedents of all his employees verified from the police authorities before being deployed at the Bank's premises and also obtain their proof the identity and residence and provide copies of the same to the Bank. The contractor will be liable to maintain the employee strength on the Bank's site, considering the absentees / leaves of the employees. The contractor / service provider will provide list of the employees deployed at the site of the Bank with their complete address.

8. The contractor will at his own expense to get the medical examination done of the employees engaged by him, once in a year and retain on record the medical report and the ensure that, the employees deployed at the site of the Bank are not suffering from contagious/virulent diseases. No extra payment will be made by the Bank for conducting such medical examination.

9. The contractor / service provider shall be solely responsible for the good conduct and performance of the employees engaged by him. The contractor will at the request of the Bank remove from Bank's site any employees engaged by him, who may not be suitable, not trustworthy, incapable to work or who has misbehaved / not been courteous, polite with the Bank employees or customers of the Bank or any other third party while being present at the Bank's premises. The contractor will ensure that the employees employed by him, do not report to work under influence of / consume any narcotics / liquors/ psychotropic substances at the Bank's site.

10. The contractor / service provider will strictly comply with all the labour and such

other statutory laws pertaining to the engagement of the employees and the contractor will be solely responsible for the acts of the employees engaged by him. The contractor / service provider will insure the employees engaged by him against risk of occupational hazards / personal injuries.

11. The contractor will be responsible for the employment, training, allocation of duties of the employees engaged by him. The contractor will only have the right to control, give directions and manage the employees engaged by him.

12. The contractor shall maintain Attendance Register and provide New Uniform (with Company's name badge) and photo ID Card, 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. The Contractor has to ensure that the employees all the time wear their uniforms, safety equipment and photo id cards while working at the premises of the Bank and also replace the worn-out uniforms / safety equipment as and when deemed necessary.

13. The contractor / services provider will bear all the expenses/ costs, stamp duty, legal fees to be incurred to execute this contract. This contract will be executed in duplicate, the Bank shall retain the original and the contractor shall be provided with a Certified / Notarized copy for their record and reference purpose.

14. The contractor / service provider will bear all taxes/ cesses, levied by Central / State government / local body and payable in respect of rendering the service under this contract.

15. The contractor/ service provider will meet the Premises & Estate Department / officer in charge once in month or at the frequency mutually agreed between the parties to assess the quality of the services rendered by the contractor/ service provider. The contractor shall be duty bound to the carry out the suggestions / observations done by the premises department/ officer in charge. The continuance of the contract will depend upon the satisfactory performance of the service and the Bank exclusively retains the right to terminate this contract in the event the services rendered by the contractor / service provider are found to be non-satisfactory and the decision of the Bank in this regard will be final and binding, without there being incurring any liability and the Bank will also not be responsible for any loss arising out of termination of the present contract.

16. It is aptly made clear that, this contract is for rendering \_\_\_\_\_ services and

it is not intended or by any means to be construed that the contractor would supply contract labour to the Bank. By this contract, it is not intended to create employer-employee relationship, or a partnership / joint venture between the parties. The persons employed by the contractor will always be the employees to the contractor and the contractor will make it clear to its employees that they will not have any right to claim service/ permanency in the Bank or salary and benefits available to the employees of the Bank.

17. (i) This contract shall stand terminated by efflux of time or earlier by giving 3 months advance notice by the party of its intention to do so. The Bank may instruct the contractor to continue to render the services till the next contractor/ service provider is appointed by the Bank and contractor / service provider will not be entitled to additional amount for rendering the services during the notice period.

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

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

(iv) On termination or conclusion of the instant contract, as the case may be, the contractor / service provider will return the machine / equipment provided to him for performance of the obligation under this contract, if any and assist in smooth transition of the service to the next contractor/ service provider appointed by the Bank.

18. The contractor undertakes, accepts and admit the absolute and complete responsibility for the service conditions, claims, damages and other compensations payable to its employees and unequivocally assume responsibility for due compliance with all the requirements of its statutory obligation, duties and responsibilities and liabilities (including insurance policy).

19. (i) Before taking up the work, the Contractor shall, obtain and submit to the Employer (Bank/SBIIMS), a third-party insurance policy in original, issued by any Public-Sector Insurance Company and also ensure to pay the premium on time and keep the policies valid during the currency of the contract.

(ii) 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.

20. After completion of each month the Contractor will submit his bills to the SBIIMS, with copies of the records / registers showing that the contractor has paid the salary to his employees and paid their statutory dues. SBIIMS will scrutinize the bills and if found in order will recommend the Bills to SBI for payment, who in turn will make the payment to the Contractor. No advance payments will be made to the contractors.

21. If there are any complaints or SBIIMS / Bank observes that the quality of the services rendered by the contractor is sub-standard, not as per terms and conditions mentioned in the tender document, the Bank will have sole right to delete or reduce any items of bills before making payment to the contractor, without assigning any reasons thereof and the decision of the SBIIMS / Bank will be final and binding.

22. In the event the contractor fails / neglects to fulfil his obligations on any day or for number of days, to the satisfaction of the Bank for any reason, whatsoever it may be, the Bank will levy the liquidated damages as per the terms and conditions mentioned in the Tender Documents, this is however without prejudice the right of the SBIIMS / Bank to terminate this contract and also recover further damages from the money payable to the contractor.

23 (i) Any and all disputes controversies and conflicts (disputes) arising out of this contract or in connection with this contract or the performance or non-performance of the right and obligations set forth herein, or breach, termination, invalidity or interpretations thereof shall be referred for arbitration, prior to submitting the disputes to arbitration the both parties shall make all endeavours to settle the dispute(s) through mutual negotiation and discussions. In the event, that the said dispute(s) are not settled within 30 days of the arising thereof as evidenced through the first written communication from any party notifying the other regarding the disputes, the same shall finally be settled and determined by arbitration as above.

(ii) The place of arbitration shall be at Mumbai, Maharashtra and the language used in the Arbitration Proceedings shall be in English. Arbitration shall be conducted by a mutually

appointed Sole Arbitrator. The sole arbitrator would not be past or present employee of the parties. If the parties are unable to agree upon a sole Arbitrator, each party shall appoint one arbitrator and the two arbitrators so appointed by parties, shall appoint the third arbitrator, who shall be the Chairman of the Arbitral Tribunal.

(iii) The arbitral award shall be in writing and subject to the provisions of the Arbitration and Conciliation Act 1996 and any amendments thereof. The award shall be enforceable in any court of competent jurisdiction.

(iv) Pending the submission to arbitration and thereafter, the arbitrator or the Arbitral Tribunal render the award or decision, the parties shall, except in the event of termination of this contract or in the event of any interim order/award is granted under the afore stated Act, continue to perform their obligations under this contract.

23 (b) In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, it shall be lawful for the parties to the dispute to appoint another sole arbitrator by mutual consent or the arbitrator appointed by them in terms of provisions of the 23(i).

23(c) The arbitrator may from time-to-time with the consent of all the parties to the reduce / extend the time for making the arbitral award.

23(d) Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be in the discretion arbitrator.

23 (e) Subject as aforesaid, the Arbitration & conciliation Act, 1996, and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

24. The Bank will deduct all the taxes deductible at source and issue a certificate to that effect. Any other taxes which are directly payable by the contractor but not paid by the contractor to the respective department and if such department raises a demand on the Bank to pay such taxes, the Bank will make the payment and deduct the same from the bills payable to the contractor, if any.

25. The contractor / service provider is duty bound to obtain and retain during the currency of this present contract, all the license, clearances, certificates from the appropriate authorities under the Contract Labour (Regulation and Abolition) Act 1950 and rules framed

thereunder required to provide the services to the Bank. The contractor will arduously strive to confirm /comply with the Laws pertaining to Employees Provident Fund, ESIC, Bonus Payment, Payment of Minimum Wages and all other statutory requirements and submit to the Bank copies of the returns filed with the appropriate government authorities evidencing such compliance. In the event, any dispute arises out of the non-compliance on the part of the Contractor, the contractor will have to sort out such disputes at their end, without the Bank being incurring any liability thereof. The contractor will display all the charts, notices at the work place which are mandatory as the Contract Labour (Regulation and Abolition) Act 1950.

26. The contractor shall in terms of the provisions of the Section 17,18 and 19 of Contract Labour (Regulation and Abolition) Act 1950 and rules framed thereunder will provide the amenities to the employees employed by him. In case the contractor fails / neglects to provide such amenities, the Bank will provide such amenities and cost incurred for providing such amenities will be deducted from the bills payable to the contractor. The contractor will be responsible / liable to maintain all the statutory registers / records and accounts in compliance with all the statutory provision / requirements for providing services to the Bank.

27. In terms of the Contract Labour (Regulation and Abolition) Act 1950 and rule no. 72 and 73 framed there under, in case the same is applicable to the contractor, the contractor undertakes to disburse / pay by cheque or by bank transfer the minimum wages payable to its employees only in the presence of the authorised representative of the Bank and also obtain due certification from such authorised representative. Any violation of the aforesaid provisions of the law will entail the termination of the instant contract in addition to such other penal consequences.

28. Notwithstanding anything to the contrary in this contract, the contractor shall not assign it's right to any third party to perform any of its obligations hereunder and in the event of such violation, the Bank reserves it's right to terminate the present contract without prejudice to the its other rights and remedies.

29. Notwithstanding anything contained in the presents, the contractor shall be responsible for the loss caused to the Bank due to theft/ pilferage and / or damage the Bank's property, when in the opinion of the Bank, such loss has been caused due to the acts or omission, negligence, recklessness or any fault which is attributable to the Contractor or its employees / workman engaged by him for rendering the services.

30. If by any act/ ordinance / rules or statute prohibits employment of contract labour for the services as envisaged in the presents or otherwise, the present contract shall come to an

end forthwith and no compensation whatsoever will be payable to the contractor or his workman/ employees.

31. This contract, and the rights and obligations of the Parties, shall be governed by and construed, interpreted and enforced in accordance with the laws of India. Both the parties irrevocably agree that any legal action or proceedings arising out of this contract or in relation to the transactions contemplated herein, may be brought in the Courts at Mumbai having jurisdiction over the matter and both the parties irrevocably undertake submit themselves to the jurisdiction of Courts at Mumbai.

32. No change, deletion, modification, amendment, or supplement to this contract shall be binding upon a Party hereto unless made in writing and signed by duly authorized representatives of both Parties and such changes will form the part of the present contract for all purposes.

33. Any notice required or permitted to be given under this contract shall be in writing and shall be deemed given effective immediately upon the receipt thereof, as evidenced by a written record of delivery. All notices shall be sent on the addresses mentioned hereinabove, unless the parties convey the change in writing to the other.

34. The provisions of this contract shall be severable and, if any provision of this contract is held or declared to be illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability will not affect any other provision hereof, and the remainder of this contract, disregarding such invalid portion, will continue in full force and effect as if such void provision had not been contained in it.

35. After conclusion / termination of the contract, the contractor will remove its employees / machines deployed at the premises of the Bank and duly hand over the machines / equipment's, if any provided to the contractor to render the services in working condition, subject to normal wear and tear.

36. The contractor do hereby undertake to indemnify and hold harmless SBI and SBIIMS and its employees against any damages, prosecution, other legal suits and claims which may arise terms and conditions of the presents and which is directly arise out of any accident taking place at the site which is directly attributable to non-adherence / negligence of safety norms, not adhering to the standard work procedures and for violating rules and regulations for which the service provider / contractor will be solely responsible.



37. Neither Party will be liable under this contract for any failure of or delay in performance of its obligations hereunder, if performance of the Party is delayed or prevented by acts of God, fire, explosion, war, terrorism, earthquakes, riots, Laws, or other similar causes beyond such Party's control (each, a "Force Majeure Event"), but only to the extent of and during continuance of the Force Majeure Event and only provided such Party, as soon as practicable, gives the other Party written notice of the Force Majeure Event. During the pendency of any Force Majeure Event, the Party affected shall work diligently to perform its obligations hereunder to the extent commercially reasonable.

38. 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 contract, 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 contract are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this contract for whatever reason.

39. The competent authority of the Office of the SBIIMS, Mumbai 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.

40. Both Parties hereby represents and warrants that it has all requisite power and authority to enter into and fully perform its obligations under this contract; the execution, delivery and performance of this contract and the consummation of the transactions contemplated hereby have been duly and properly authorized by all requisite action on the part of each Party; this contract has been duly executed and delivered by such Party; and is an enforceable obligation of such Party except as such enforceability may be limited by bankruptcy, moratorium, insolvency and similar laws affecting the rights and remedies of creditors and obligations of debtors generally and by general principles of equity.

41. The contractor / service provider hereby confirms that he has / they have read and understood all the terms & conditions, schedule of requirement and scope of work of the tender documents, the contents of the present contract and undertakes to abide by the same.

IN WITNESS WHEREOF, both the parties have each caused their respective hand on the present on the date mentioned above.

Witness: -

For State Bank of India

1.

2.

For the Contractor/ Service Provider

**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 Managing Director & CEO,  
SBI Infra Management Solutions Pvt. Ltd,  
Head Office,  
Ground Floor, Raheja Chamber,  
Free press Journal Marg, Nariman Point,  
Mumbai 400 021.

**TENDER FOR PROVIDING FOR PROPOSED ANNUAL SERVICE CONTRACT OF SEGREGATION MANAGEMENT AND DISPOSAL OF DRY/WET WASTE GENERATED IN 12 RESIDENTIAL BUILDING COMPLEXES OF STATE BANK OF INDIA IN MUMBAI AND ITS SUBURBS.**

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 including consumable etc. basis 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	Tender For providing Annual Service Contract Of Segregation Management And Disposal Of Dry/Wet Waste Generated In 12 Residential Building Complexes of State Bank Of India in Mumbai and its Suburbs
b	Earnest Money	Rs. 40,000/- (Rupees Forty 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 two 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 Infra Management Solutions Pvt. Ltd., the amount mentioned in the said conditions.

3. I/we have deposited Demand Draft / Banker's Cheque for a sum of Rs.40,000/- (Rupees Forty 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 Bank / 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, hereby, also undertake that, we will not raise any claim for any escalation in the prices of any of the material and manpower during the currency of contract/execution/completion period.

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 Tenderer  
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 of Providing Proposed Annual Service Contract Of Segregation Management And Disposal Of Dry/Wet Waste Generated In 12 Residential Building Complexes of State Bank Of India in Mumbai and its Suburbs**

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 Mumbai) 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 Commercial Bank for a value of Rs..... to be valid upto (date).

AND WHEREAS (Name of Bank 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 Bank and its branch) having our office at (address) here after called the "Guarantor" (which expression shall include it successors and assigns) hereby expressly, irrevocably &unreservedly undertaken and guarantee under that if the 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 Mumbai on this \_\_\_\_\_day of \_\_\_\_\_month of year Two Thousand and Eighteen (2018) 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 tenders from the contractors for Tender For providing Annual Service Contract Of Segregation Management And Disposal Of Dry/Wet Waste Generated In 12 Residential Building Complexes of State Bank Of India in Mumbai and its Suburbs.

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

And whereas as per tender documents, the Contractor has to enter into a Contract Agreement with SBI Infra Management Solutions Pvt. Ltd and execute an Indemnity Bond before starting the work. The Contractor has entered into Contract Agreement with SBI Infra Management Solutions Pvt. Ltd. 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 Infra Management Solutions Pvt. Ltd 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 Infra Management Solutions Pvt. Ltd 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**