

TENDER ID	AHM201912048
DATE	30.12.2019



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

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

TENDERS ARE INVITED FROM SBIIMS, CIRCLE OFFICE AHMEDABAD EMPANELLED ELECTRICAL CONTRACTORS UNDER CATEGORY UP TO RS.5.0 / 20.0 / 50.0 LAKH AND HAVING CONTRACTOR LICENSE FOR PROVIDING ELECTRICAL MAINTENANCE SERVICES AT SBI LHO BUILDING / BANK'S FLATS ETC. / GUEST HOUSES / RESIDENCES OF TOP EXECUTIVES IN AHMEDABAD.

Name of The Tenderer:

Address:

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NOTICE INVITING TENDER

SBI Infra Management Solutions Pvt. Ltd., Circle Office, Ahmedabad on behalf of State Bank of India invite two-bid tenders from SBIIMS, C.O. Ahmedabad empanelled electrical contractors having contractor license issued by the competent authority of the Central/State Government (Please enclose copy) under category up to Rs.5.0/20.0/50.0 Lakh for providing electrical maintenance services at Bank's LHO Building/Bank's Flats etc./Guest Houses/Residences of Top Executives of the Bank etc. The other details of the tender are as under:

1.	Name of Work	Tender for providing electrical maintenance services at Bank's LHO Building / Bank's Flats etc. / Guest Houses / Residences of Top Executives of the Bank etc. in Ahmedabad
2	Tender processing Fee (Non-refundable)	Rs. 3,000/- (Rupees. Three Thousand Only) non-refundable to be deposited online by using SBI Internet Banking web-site www.onlinesbi.com (Detailed flow chart about how to pay tender fees online mentioned below).
3	Earnest Money Deposit (EMD)	Rs.10,000/- (Rupees Ten Thousand Only) in the form of Demand Draft issued by any Nationalised / Scheduled bank drawn in favour of " SBI Infra Management Solutions Pvt. Ltd. " payable at Ahmedabad which shall be converted into Security Deposit for successful contractor, whose tender is accepted.
4	Security Deposit (ISD)	The successful Contractor whose tender is accepted by the SBIIMS shall be bound to deposit a sum equivalent to 5% of accepted "Annual Contract Value" including EMD as Security Deposit (SD) in the form of Banker's Cheque / demand draft issued by any Nationalised / Scheduled Bank favouring " State Bank of India. " payable at Ahmedabad The contractor may choose to deposit the said Security Deposit (SD) in the form of Bank Guarantee (BG) of equivalent amount issued by any Nationalized / Scheduled Bank as per the SBI/SBIIMS approved format.
5.	Date for Downloading of Tender Document (Technical and Price Bid)	30.12.2019 to 09.01.2020 from Bank's Website: www.sbi.co.in LINK: https://sbi.co.in/web/sbi-in-the-news/procurement-news

6	Last date & time for submission of Tender document along with EMD, Cost of tender processing Fee and other documents as specified in the tender in sealed Cover-A and Price Bid in sealed Cover-B. Both these sealed covers should be placed in a third sealed cover superscribing "Tender for providing electrical maintenance services at Bank's LHO building/Bank's flats/Guest Houses/Residences of top executives of SBI in Ahmedabad".	Up to 03:00 PM on 09.01.2020 Note: 1. It is sole responsibility of the bidder to ensure submission of their bid by stipulated date and time at specified address. The SBIIMS Pvt. Ltd. shall not entertain bids received late due to any delay on account of delivery by the courier agency/speed post or any other mode for the reasons whatsoever. 2. Tenders received without EMD and / or Tender Processing Fee shall be summarily rejected.
7	Address for submission and opening of Tender.	The Circle Head & Vice President (Civil), SBI Infra Management Solutions Pvt. Ltd., Circle Office, SBI, 3 rd Floor, LHO, Bhadra, Laldarwaja, Ahmedabad-1
8	Date and Time of Opening of Technical Bid	3.30 pm on 09.01.2020 at SBIIMS Circle Office, Ahmedabad.
9	Date and Time of opening of Price Bid	The price bid of only those contractors who will qualify and found eligible in Technical bid evaluation will be opened on 09.01.2020 at 3:30 pm after opening of Technical Bid.
10	Validity for Offer	3 (three) months from the date of opening of price bid
11	Date of Commencement of Work	1 st Day of Succeeding month of the Work Order
12	Penalty/Liquidated damages	As per relevant clause in the tender document
13	Period of Honoring Payment Certificate	15 days from the date of receipt of bill (excluding Sunday and Public Holidays).
14	Insurance	As per insurance clause of the tender document

15. 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.

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

17. 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.

18. Tenders can be downloaded from 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.

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

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

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

22. Conditional tenders shall be summarily rejected.

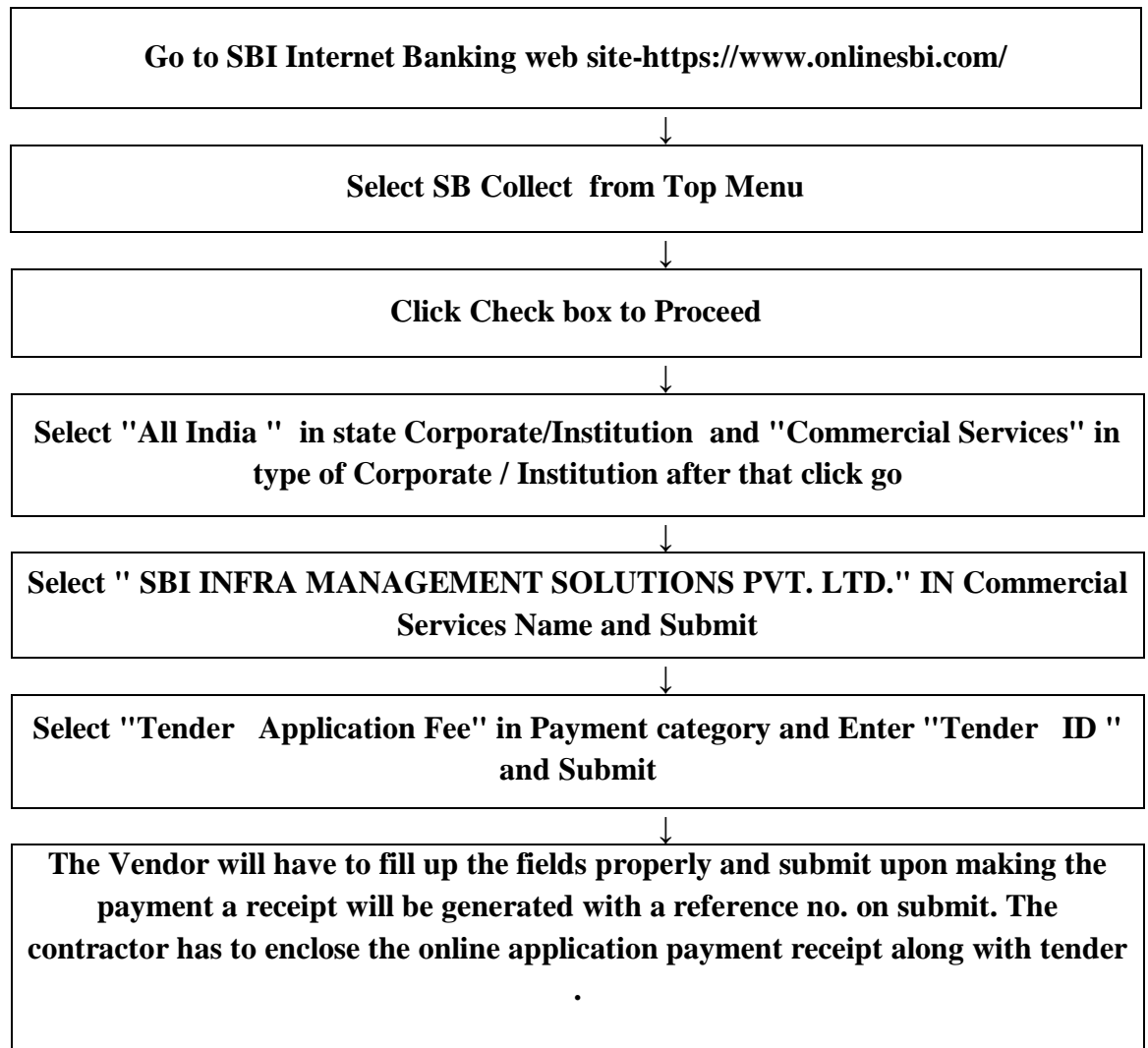
23. In case of tenders submitted by non-empanelled vendors of SBIIMS, C.O., Ahmedabad for the said work, in that case their tender will not be considered for opening and their tender processing fees will not be refunded.

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

25. Tenders received without attested copy of valid contractor license issued by the competent authority of the Central/State Government will be rejected.

Circle Head & Vice President (Civil)

HOW TO MAKE ONLINE TENDER PROCESSING FEES



2.0 SCOPE OF WORK:

S. No.	Nature of Services	Frequency
1	Providing licensed electrician round the clock or as advised by the Bank on all days including Sundays & holidays	Daily
2	Operation and maintenance and regular up-keep of lighting and allied electrical works, within the building/premises.	Daily
3	Operation and maintenance and upkeep of exhaust fans/Ceiling fan/Tube Lights/wiring/cablings/panels etc. in the building/premises.	Daily
4	Testing and maintenance of earthing pits.	Daily
5	Switching off all the lights and fans in the entire building soon after the employees / officials leaves their seats / building / premises.	Daily
6	Changing of fused tubes and other items as per instructions of Engineer-in-charge and handing over the fused ones to the Officer (maintenance) and / or Electrical Engineer.	Daily
7	Operation and maintenance and upkeep of street lighting, garden lighting and service building electrification.	Daily
8	Operation, maintenance and upkeep of sump well pumps, water pumps and starters, including Hydro pneumatic pumps, water recycling & sewerage treatment plant (STP) and water treatment plant.	Daily
9	Switch off/on the common area lights, fans, etc. as scheduled and requirement to save Energy.	Daily
10	Cleaning of mains, distribution boxes of each floor and checking up of all the electrical connections to all the gadgets.	Weekly
11	Cleaning, dusting of electrical and telephone shafts, starters, pumps, panel boards, cable racks etc.	Monthly
12	Maintenance and cleaning of all electrical fixtures and fans.	Monthly
13	Cleaning and dusting of panel boards once in every 30 days.	Monthly
14	Checking of operation of Window /Cassette/Split Air Conditioners (including its Filters), checking electrical wiring, drain pipe, copper pipe and blowers etc.,	Monthly
15	Liaising with Utility service provider and govt. authorities (such as Torrent Power, GEB etc.) for necessary approval, correction of bills, restoration of supply etc. in case of power failures/routine maintenance/shut down of power.	As & when required
16	Faulty parts and equipment are to be replaced by the Contractor without charging anything extra towards labour cost. However, the cost of material used will be reimbursed to the Contractor on actual basis on production of GST paid Invoice duly certified by the SBI/SBIIMS's Engineer provided replacement of all such Items/fittings/fixtures are considered beyond repairs by the Engineer-in-charge who have issued specific written instructions to replace the	As & when required

	same.	
17	Replacing bulbs, tube lights etc. wherever / whenever required.	As & when required
18	To clean and lubricate fans, exhaust fans, wherever / whenever required	As & when required
19	Operation and maintenance of Capacitor SBIIMSs to maintain the Power Factor above 0.95.	As & when required
20	Management of pump and water tanks round the clock and supply of water 24X7 basis.	Daily
21	Draining out water from pumps	Daily
22	Regular checking of water level controller along with the electrician to avoid wastage of water.	Daily
23	In case of emergency / shortage of water / additional requirement, the contractor has to arrange for the water tanker after obtaining the permission from the SBIIMS's Officials. However, the approved charges shall be paid as per actual Quantity supplied against production of Challans/Receipts duly signed by the authorised person of SBI/SBIIMS.	As and when required
24	Support in Cleaning of underground and overhead tanks as instructed by the Bank's Engineer.	Quarterly
25	Operation of DG Set in case of emergency, if AMF panel fails to operate the DG Set.	
26	Testing & maintenance of earth resistance of the building and lightning arrestor	Half yearly
27	Operation of HT/LT switchgears	As and when required
28	Create awareness among the staff members to switch off lights and fans when not in use.	Daily
29	Check all installed electrical panels to observe overheating etc, if any and submit the inspection report to the concerned Electrical Engineer in-charge.	Weekly
30	Help bank's staff in rescuing in case of any emergency	

Note: The above scope of work is only indicative and the service person has to carry out all the works as and when instructed by the Bank's officials.

3.0 DETAILS OF MANPOWER REQUIRED:

1	Electrical work (Skilled)	Electrical maintenance work at LHO Building including Main Branch, Bhaskar Flats, Ravjibhai Tower, Prashanti Guest House, Goyal Tower Guest House, Sampati Flats, Mudra Flats, Rutual Park, CGM Residence, Charulata Bungalows, Avanti Flats etc.	3 (Three) Skilled electrical license holder
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4.0 AWARD OF CONTRACT:

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

5.0. SIGNING OF CONTRACT DOCUMENTS

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract with the respective establishment of SBI within 15 days from the receipt of intimation of acceptance of the tender by the SBIIMS. However, the written acceptance of the tenders by the SBIIMS will constitute a binding

agreement between the SBI and successful tenderer whether such formal agreement is subsequently entered into or not.

6.0. WORK ORDER:

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

7.0. 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.

8.0 FORFEITURE OF EMD:

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

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

9.0. SECURITY DEPOSIT:

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

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

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

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

17.INSURANCE OF WORKS:

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

18. ASSIGNMENT, SUBLETTING AND CONTRACTOR'S SUPERINTENDENCE:

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

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

19. PROTECTION OF WORKS AND PROPERTY:

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

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

In case of flooding of site on account of rain or any other cause and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained not withstanding any other provisions elsewhere in the contract.

20. CONTRACTOR TO SUPPLY TOOLS & PLANTS ETC.:

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

- The contractor should ensure that the equipment provided on site are functioning at all times.

21. WAGES TO BE PAID:

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

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

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

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

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

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

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

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

Please note that all the above components should be necessarily present in the pay structures to be adopted /paid to all the categories of staff. The contractor may like to add any other component as they may desire to the above list to have better staff.

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

23. UNIFORM:

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

24. PAYMENT OF BILLS BY THE BANK:

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

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

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

- viii. The original wages register, signed by your employees deputed to SBI sites, in token of receipt of payment for the previous month, should be submitted for certification of SBI/SBIIMS representative, as the principal Employer, every month.

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

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

27. WORK ON SUNDAY AND HOLIDAYS:

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

28. ADDITIONAL WORK:

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

29. COMPLIANCE WITH ALL STATUTORY REQUIREMENTS:

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

The contractor shall give all notices required under the said Act, Rules, Regulations and Bye-laws etc. and pay all fees payable to such authority/authorities for carrying out the work towards the cost, if any, shall be deemed to have been included in his quoted

rates, taking into account all liabilities for licenses, fees etc. and shall indemnify and protect the Employer and its Employees against such liabilities and / or claim arising out of violation of any such laws, ordinances, orders, decrees and shall defend all actions arising from such claims or liabilities.

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

30. OTHER COMPLIANCES:

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

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

31. LOCAL LAWS, ACTS, REGULATIONS

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

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

- Factories Act,
- Employment of Children Act 1938,
- Employers Liability Act 1938,
- Industrial Disputes Act 1947

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

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

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

32. CONTRACT PERIOD:

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

DISMISSAL OF WORKMEN:

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

34. TECHNICAL AUDIT / SCRUTINY:

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

35. RECORDS OF DAILY OPERATION:

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

36. INSPECTION BY EMPLOYER:

- General
- The Employer shall have the right to inspect at all times any tools, instruments, materials / chemicals, staging or equipment used or to be used in the performance of the WORKS. The contractor shall make all parts of the WORK accessible for these inspections.
- Rejection of work and Equipment
- The Employer shall have the right to condemn any or all tools, instruments, materials / chemicals, equipment or work which does not confirm to the specifications.
- The contractor shall be responsible for any breakage caused by its workers at the site. Breakage of any light fixtures, furniture, tiles, mirror, glass, any other fittings/fixtures provided in the building by the persons employed by the contractor due to their negligence will have to be set right by the contractor at his cost within 3 days of such damages. In case of their failure to do so, the SBIIMS shall be at liberty to get the same done from any other agency at the Contractor's cost, risk and consequences.

37 REPORTING AND RECORD KEEPING:

Management reporting and process reviews

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

Operating Meetings

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

39. ACCIDENTS:

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

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

40. LABOUR:

- i. The Contractor shall employ suitable labour to carry out the respective work to the satisfaction of the SBIIMS/SBI.
- ii. The contractor shall furnish to the SBIIMS at the intervals specified by SBIIMS, a distribution of the number and description of labour employed in carrying out various works / activities.
- iii. The Contractor shall submit on every month to the SBIIMS a statement showing in respect of the preceding month:
 - (a) The number of labourers employed by them on the work.
 - (b) Their working hours.
 - (c) The wages paid to them.
 - (d) The accidents occurred, if any, during the said month showing the circumstances under which they happened and the extent of damage and injury caused by them and
 - (e) The number of female workers who have been allowed maternity benefits as provided in the maternity benefit Act, 1961 or Rules made there under and the amount paid to them.
- iv. The contractor shall apply and obtain license under the Contract Labour (R&A) Act 1970 and comply with the relevant provision of this Act, in respect of the labour employed by him for executing this contract. The contractor shall furnish necessary returns to the authority through SBI.

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

41. TERMINATION:

- (a) SBIIMS shall be at liberty to terminate the contract by issuing one month's notice to the contractor without assigning any reason whatsoever. SBIIMS shall not recommend any claim /compensation by Contractor for such termination of Contract.
- (b) As regards unsatisfactory performance or non-compliance with any of the terms and conditions of the contract by the contractor or abandoning the work, the SBIIMS/SBI shall have the right to terminate the contract forthwith with one month's notice and rearrange the work through other agencies at Contractor's risk, cost and consequences and under such circumstances, the security deposit paid by the contractor shall stand forfeited, besides any other action deemed fit including de-paneling the contractor or debarring them in future tendering process.

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

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

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

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

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

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

The contractor shall adopt all fire safety measures.

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

The contractor shall be held responsible for any violation of statutory regulations local, state or central and SBIIMS/SBI instructions, that may endanger safety of men, equipment, material and environment in his scope of work or another contractor's or agency's. Cost of damages if any, to life and property arising out of such violation of statutory regulations and SBI/SBIIMS instructions shall be borne by the contractor.

43. INDEMNITY BOND:

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

notice of not less than seven days indicating the steps that would be taken by State Bank of India.

- Before commencing the work, the contractor shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of State Bank of India.

44. SETTLEMENT OF DISPUTES AND ARBITRATION:

- **Resolution of dispute:** In the event of any question, dispute or differences in respect of contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract arises, the parties may mutually settle the dispute amicably.
- **Arbitration:** Any dispute and/or difference arising out of or relating to this contract including interpretation of its terms will be resolved through joint discussion of the authorized representatives of the parties. If the disputes are not resolved by discussions then the matter will be referred for adjudication to the arbitration of a single arbitrator to be appointed by mutual consent of the parties. The arbitration proceedings shall be conducted in Ahmedabad and in English language only and in accordance with the provisions of Arbitration & Conciliation Act 1996 or any statutory re-enactment thereof. The decision of the arbitrator shall be final and binding on the parties.
- **Applicable Laws:** The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made thereon from time to time.
- **Jurisdiction:** All the suits arising out of the contract shall be instituted in the court of competent jurisdiction situated in Ahmedabad only and not elsewhere.
- **Saving clause:** No suits, prosecution or any legal proceedings shall lie against the **State Bank of India, Ahmedabad** or any person for anything that is done in good faith or intended to be done in pursuance of tender .

47. PRICES:

The amount quoted and accepted will be binding on the tenderer during the contract period except minimum wages which shall be revised as per notification issued by the Ministry of Labour, Government of India. 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. PENALTIES /LIQUIDATED DAMAGES:

- The Contractor shall disburse salary to its deployed manpower as per Central Govt. minimum wages Act latest by 15th of every month, failing which penalty equivalent to one-day salary (Basic + DA) per delayed day shall be credited by the contractor into the account of the respective employees whose salary has been delayed, apart from his regular remuneration which the contractor is payable to him. Proof of the same shall be submitted to the SBIIMS/SBI along with the bills of the next month. If such scenario continues for a period of 3 continuous months then the contract shall be liable to be terminated. Security Deposit / Performance Bank Guarantee shall be forfeited and Bank guarantee shall be encashed. The SBIIMS/SBI will have the power to appoint any other agency for the manpower services at the risk and cost of the Contractor.
- The Contractor has to maintain adequate number of manpower as per this contract and also arrange a pool of standby manpower/supervisor. If the required number of manpower/supervisors are less than specified number as mentioned in the contract, a penalty of Rs.1000/- per absentee per day shall be deducted from the bill(s).
- In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned number of manpower, the SBIIMS/SBI shall make deductions at double the rate of hiring rate on pro-rata basis from the bills preferred by the Contractor or that may become due to the Contractor under this or any other contract or from the security deposit or may be demanded from the Contractor to be paid within seven days to the credit of the SBIIMS/SBI.
- An amount of Rs.2500/- will be levied as liquidated damages per day per floor for any building from the Contractor whenever and wherever if found that the work is not up to the mark. If the Contractor fails to perform as per the satisfaction of the SBIIMS/ SBI within 15 days, liquidated

damages clause as incorporated in the tender document of the Contractor by SBIIMS will be invoked.

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

51. PRICE VARIATION CLAUSE:

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

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

52. VALIDITY OF CONTRACT:

The contract, if awarded shall be valid for an initial period of 1 (One) year from the date of commencement of work subject to the renewal for one similar terms after expiry of initial period of one-year subject to satisfactory performance. In case of breach of contract or in the event of not fulfilling the minimum requirements/statuary 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.

DRAFT ARTICLES OF AGREEMENT

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

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

AND WHEREAS the Employer has intention of engaging a contractor to provide Electrical Maintenance Services at situated at

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

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

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

A. NOW IT IS HEREBY AGREED AS FOLLOWS:

- a) This agreement will come into effect from _____ and will remain in force up to _____ or unless it is terminated as per the terms hereinafter contained.
- b) In consideration of the Contract Amount (as per attached price schedule accepted and approved by the SBI/MS) to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon and described in the said Specifications and the priced Schedule of Quantities.

- c) The Employer shall pay to the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions as per accepted Tender, covering the cost of manpower, etc. for efficient rendering of the services. Such sums/dues shall be payable on monthly basis subject to submission of bill / invoice. The specified materials / fittings/ fixtures not covered within the scope of work, shall be arranged by the contractor and actual cost thereof shall be reimbursed by the SBI at prevailing market Rates or any approved rates of the SBIIMS subject to production of GST paid Invoice/Bills duly authenticated by the Officer/Engineer-in-Charge of SBI. The contractor has to take necessary approval of rates, make and model of various maintenance material / items from the Banks prior to its use in the work and Official payment thereon will be made after the same is duly certified by the Bank's officials to the effect that the maintenance services have been provided satisfactorily, including use of material, if any, subject to statutory deductions.
- d) The above charges do not include Goods & Service Tax, but inclusive of all other taxes/duties/levies, whether existing or levied in future by the Central Government or the State Government or any local authority.
- e) The contractor shall be responsible for providing services on regular basis as per the scope of work and terms and conditions of the contract.

B. SERVICES TO BE RENDERED BY THE CONTRACTOR:

The contractor shall:

- i. Ensure submission of police verification certificates for all the personnel deployed in the SBI premises.
- ii. Ensure that he deploys trained and competent persons who are physically fit and are not suffering from any chronic or contagious diseases for carrying out the works.
- iii. Be responsible and liable for payment of salaries, statutory minimum wages and other legal dues to the persons who are employed by him for the purpose of rendering the services required by the SBI / employer under the agreement.
- iv. The Contractor shall ensure timely payment of wages/salary to the persons employed by him directly in their SBI accounts or through account payee cheques and a certificate to the effect that the salaries/wages are being paid regularly shall be furnished to the Employer every month. Further, the Contractor shall furnish a certificate every month to the effect that all the obligations under the various Labour Laws and the Contract Labour (Regulation and Abolition) Act, 1970, are complied with, by him.
- v. Ensure that all persons employed by him, for the purpose of rendering the services required by the SBI under this agreement, are insured with Government of India recognized insurance companies, for which no extra payment will be

- made by the SBI. The contractor shall be solely responsible for any injury or damages to any persons, animals or any other things.
- vi. Ensure that his employees, while in the premises of the SBI or while carrying out their obligations under this agreement, observe the standards of cleanliness, decorum, safety, good behavior and general discipline laid down by the SBI or its authorized agents and the SBI employer shall be the sole judge as to whether or not the contractor and/ or his employees have observed the same.
 - vii. Personally, and exclusively supervise the work of his employees so as to ensure that the services rendered under this agreement are carried out to the satisfaction of the Bank.
 - viii. Ensure that no employees of the contractor will enter or remain on the SBI premises beyond the specified time limits unless and absolutely necessary for fulfilling contractor's obligations.
 - ix. Be liable for any damages/losses caused to the SBI by way of damages to the SBI premises or any part thereof or to any fixtures or fittings thereof or any property of the SBI and therein by any act, omission, default or negligence of the contractor or his employees or agents.
 - x. Supply and install biometric access attendance system in each colony/office and provide identity cards to his / her employees or agents who shall be doing the subject job at the SBI premises at their own cost. All the employees and agents should bear the identity card at all times, while they are working in the SBI premises.
 - xi. The Contractor agrees and undertakes that they will make it clear to all persons employed/engaged by them to perform the obligations under this agreement that they are employees of the Contractor and that they shall have no claim against the Employer and the Employer shall not be liable to pay wages, salary or any other type of compensation to execute the contract or provide any other statutory benefits under the Labour Law and/or any other legislation and the Contractor shall be solely responsible for providing all such amenities to their employees admissible under the relevant Law/Rules/Service conditions.
 - xii. The Contractor shall obtain license, if any, required under the Gujarat State Government Law or Central Government Law as applicable in case of the services covered under this contract.
 - xiii. Wherever warranted, as per the Scope of work, the Contractor shall provide skilled workmen staff having appropriate and valid licenses.
 - xiv. All staff deployed by the contractor in the SBI premises shall be provided with uniform bearing Company's badge and safety shoes / footwear etc., once in a year.

C.TERMINATION OF AGREEMENT:

- (a) Without prejudice to what is contained hereinabove, the SBI/SBIIMS shall, at its sole and absolute discretion, be entitled to terminate this agreement forthwith by

written notice without assigning any reason(s) and without payment of any compensation, if:

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

D. STAMP DUTY:

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

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

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

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

H. The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment's etc., which may come to the possession or knowledge of the Contractor during the course of discharging the

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF the Employer (through its duly authorized official) and the Contractor (with common seal to be affixed hereunto in case of Company) have set their

respective hands to these presents and two duplicates hereof, the day and year first hereinabove written.

Signed and delivered by SBI, Ahmedabad.

(Name and Designation)

In the presence of:

Witnesses:

1. _____

Address:

2. _____

Address:

SIGNED AND DELIVERED BY

The Contractor by the hand of

Shri _____

And duly constituted attorney.

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

(Name and Designation)

In the presence of:

Witnesses:

1. _____

Address:

2. _____

Address:

Witnesses:

THE COMMON SEAL OF _____

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

(1)

(2)

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

(1)

(2)

DRAFT FORMAT OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

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

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

B.G. No. _____ Value Rs. _____

Date:

To

The

State Bank of India,

.....

.....

Dear Sir,

Bank Guarantee of Rs _____ towards Security Deposit for the work providing Electrical Maintenance Services at LHO Building/SBI Flats/Guest Houses/Residences of Top Executives of SBI.

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

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

AND WHEREAS (Name of SBI and its branch) having their office at (address) the Guarantor, at the request of the contractor hereby furnishes a Performance Bank guarantee in favour of SBI and Guarantees in the manner hereinafter appearing. In consideration of the premise, we (name of SBI and its branch) having our office at (address) here after called the "Guarantor" (which expression shall include it successors and assigns) hereby expressly, irrevocably & unreservedly undertaken and guarantee under that if the Contractor fails to execute the work according to his

obligations under the said contract, then notwithstanding any dispute between SBI and the contractor, the Guarantor shall, on demand without demur and without reference to the contractor pay to SBI immediately any sum claimed by SBI under the said contract up to a maximum amount of Rs._____ (Rupees only).

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

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)