



Bid Number/बोली क्रमांक (बिड संख्या):

GEM/2023/B/3791548

Dated/दिनांक : 05-08-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	28-08-2023 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	28-08-2023 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Finance
Department Name/विभाग का नाम	Department Of Financial Services
Organisation Name/संगठन का नाम	State Bank Of India (sbi)
Office Name/कार्यालय का नाम	Local Head Office Mumbai Metro
Item Category/मद केटेगरी	Facility Management Service- Manpower based (Version 2) - Commercial; CONTROL ROOM OPERATOR LIFT OPERATOR FIREMAN OFFICE ATTENDANT RECEPTIONIST; Skilled
Contract Period/अनुबंध अवधि	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	38 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	7 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

**Bid Details/बिड विवरण**

<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	12828072
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है</b>	Yes

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	128000

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	12

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

CHIEF MANAGER  
LOCAL HEAD OFFICE MUMBAI METRO, Department of Financial Services, State Bank of India (SBI), Ministry of Finance  
(Rahul Manikrao Parwate)

**Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

**MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

**Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :**

PRICE BID - [1691235762.xlsx](#)

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**The Bidder should have executed at least X No. projects with contract value not less than (Rs) yy for each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:**BIDDER SHOULD HAVE OFFICE AND SHOULD BE BASED IN MUMBAI/ NAVI MUMBAI/ THANE

**Scope of work & Job description:**[1691235794.pdf](#)

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:[1691235878.pdf](#)

**Pre Bid Detail(s)**

Pre-Bid Date and Time	Pre-Bid Venue
10-08-2023 11:00:00	State Bank of India, Local Head Office, Mumbai Metro, 3rd Floor, SBI Local Head Office, Synergy Building, Bandra Kurla Complex, Mumbai 400 051

**Facility Management Service- Manpower Based (Version 2) - Commercial; CONTROL ROOM OPERATOR LIFT OPERATOR FIREMAN OFFICE ATTENDANT RECEPTIONIST; Skilled ( 32 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Type of Premise	Commercial
Type of Services Required	CONTROL ROOM OPERATOR LIFT OPERATOR FIREMAN OFFICE ATTENDANT RECEPTIONIST
Skill Category	Skilled
Type of Function	Admin
List of Profiles	Administrative Operator or Office Assistant or Executive Assistant
Educational Qualification	Not Required
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	3 to 7 Years
State	NA
Zipcode	NA
District	NA
<b>Addon(s)/एडऑन</b>	
<b>Additional Details/अतिरिक्त विवरण</b>	
Title for Optional Allowances 1	Leave Coverage

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Rahul Manikrao Parwate	400051, STATE BANK OF INDIA, SYNERGY, C-6, G BLOCK, BANDRA KURLA COMPLEX BANDRA EAST, MUMBAI 400051	32	<ul style="list-style-type: none"> <li>• EDLI (INR per day) : 0</li> <li>• Bonus (INR per day) : 74.72</li> <li>• EPF Admin Charge (INR per day) : 116.61</li> <li>• Optional Allowances 1 (INR per day) : 60.55</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• Minimum daily wage (INR) exclusive of GST : 1178.03</li> <li>• Provident Fund (INR per day) : 0</li> <li>• Number of working days in a month : 26</li> <li>• ESI (INR per day) : 29.15</li> <li>• Tenure/ Duration of Employment (in months) : 12</li> </ul>

## Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

### 2. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

STATE BANK OF INDIA  
3RD FLOOR  
SYNERGY BUILDING  
C-6, LHO MUMBAI METRO  
BKC, BANDRA EAST, MUMBAI

### 3. Generic

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

#### 4. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

#### 5. **Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

#### 6. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

#### 7. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

#### 8. **Service & Support**

The Service Provider is required to have at least 40 % of the required manpower on service provider's payroll for at least one year. Necessary documents relating to such manpower will be uploaded by the bidder for verification of the buyer. Such manpower will be part of total manpower to be provided by the Service Provider in case he gets the contract against this bid.

#### 9. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

#### 10. **Payment**

**PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

#### 11. **Past Project Experience**

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

#### 12. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

STATE BANK OF INDIA  
payable at  
MUMBAI

.  
Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

**13. Forms of EMD and PBG**

Bidders can also submit the EMD with Banker's Cheque in favour of

STATE BANK OF INDIA  
payable at  
MUMBAI

.  
Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

**14. Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

STATE BANK OF INDIA  
payable at  
MUMBAI

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

**15. Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

STATE BANK OF INDIA

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

**16. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

BIDDER SHOULD UPLOAD TECHNICAL BID AND THE APPLICATION FORM DULY FILLED AND SIGNED IN ALL RESPECT, FAILING WHICH THE BID WILL BE SUMMARILY REJECTED.

**17. Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

**18. Buyer Added Bid Specific SLA**

File Attachment [Click here to view the file.](#)

**19. Buyer Added Bid Specific SLA**

Text Clause(s)

SUCCESSFUL BIDDER TO EXECUTE AGREEMENT IN BANKS STANDARD FORMAT ONLY

## 20. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

### Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाही का आधार होगा।



---Thank You/धन्यवाद---

**MUM20230504**



**STATE BANK OF INDIA**

LOCAL HEAD OFFICE, MUMBAI METRO  
3<sup>rd</sup> Floor, SBI Local Head Office, Synergy Building, Bandra Kurla Complex, Mumbai 400 051

**PART – A: TECHNICAL BID**

**PROVIDING FACILITATOR FOR VISITOR MANAGEMENT SERVICES, COURIERS SERVICES AND FIREMEN SERVICES FOR STATE BANK OF INDIA, LOCAL HEAD OFFICE, BANDRA KURLA COMPLEX, MUMBAI**

**TENDER SUBMITTED BY:**

**NAME** : \_\_\_\_\_

**ADDRESS** : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**DATE** : \_\_\_\_\_

## C O N T E N T S

Sl. No	Description	Page No.
1	Notice Inviting Tenders	
2	Eligibility Criteria	
3	Application Form	
4	Undertaking Regarding Pre-Qualification (Annexure – ‘O’)	
7	Tender Form (Annexure – ‘P’)	
8	Instructions to the Bidder	
9	General Conditions of Contract	
10	Details of Premises (Annexure – ‘Q’)	
11	Scope of Work (Annexure – ‘R’)	
12	Draft Agreement for Provision of Facilitator Services (Annexure – ‘W’)	
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14	Indemnity Bond Format (Annexure – ‘Y’)	

## NOTICE INVITING TENDER

State Bank of India (herein after referred to as 'SBI / the Bank'), having its Local Head Office at BKC, Bandra East, Mumbai invites e-tenders for procurement of the services of Facilitator agencies / companies for Providing Facilitator for Visitor Management Services, Couriers Services and Firemen Services at Local Head Office Building situated at BKC, Bandra East, Mumbai.

2. Interested bidders are advised to go through the entire RFP before submission of online bids to avoid any chance of elimination. The eligible bidders desirous of taking up the project for providing of proposed services for the Bank are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion. The RFP seeks proposal from bidders who have the necessary experience, capability, and expertise to provide the Bank the proposed services adhering to the Bank's requirements outlined in this RFP.

3. The other details and schedule of the events of the tender are as under:

SN	Particulars	Details
1.	Tender ID	MUM202304
2.	Name of Work	Providing Facilitator for Visitor Management Services, Couriers Services and Firemen Services at Local Head Office Building at BKC, Bandra East, Mumbai
3.	Earnest Money Deposit (EMD)	<b>₹ 1,28,000/- (Rupees One Lakh Twenty Eight Thousand Only)</b> through GeM. <i>Exemption, if any, in the EMD to the eligible Micro and Small Enterprises (MSE) bidders as per MSMED Act subject to submission of required documents by the bidders for availing such exemption.</i>
4.	Security Deposit (ISD)	The successful bidder whose tender is accepted by the Bank shall be bound to deposit a sum equivalent to 5% of accepted "Total Contract Value" as Security Deposit (SD) in the form of Bank Guarantee (BG) issued by any Nationalised / Scheduled Commercial Bank (other than State Bank of India) favoring " <b>State Bank of India</b> " payable at Mumbai. The Bank Guarantee (BG) must be in Bank's approved format as per annexure – 'Y'
5.	Date of availability of tender documents on Bank's website / GeM tender portal	From 05.08.2023 to 28.08.2023 up to 03:00 PM on Bank's Website: <a href="https://bank.sbi/web/sbi-in-the-news/procurement-news">https://bank.sbi/web/sbi-in-the-news/procurement-news</a> and GeM Portal
6.	Last date and time for receipt of written queries for clarification from bidders in Pre-bid meeting.	By 12:00 Noon on 10.08.2023 through GeM
7.	Date of posting of clarifications on the Bidder's queries.	10.08.2023 on GeM portal
8.	Date and time for Pre-Bid Meeting	10.08.2023 at 11.00 AM at State Bank of India, Local Head Office, Mumbai Metro, 3 <sup>rd</sup> Floor, SBI Local Head Office, Synergy Building, Bandra Kurla Complex, Mumbai 400 051.

SN	Particulars	Details
9.	Last date & time for submission of Technical Bid and Price Bid	10.08.2023 by 03:00 PM To be submitted online on GeM Portal
10.	Date and Time of Opening of Technical Bid	On 28.08.2023 03:30 PM on GeM Portal
11.	Date and Time of Opening of Price Bid	After scrutiny of Technical bid. The price bid of only those bidders will be opened who got shortlisted in the Technical bid.
12.	Selection procedure	Technically qualified Bidder with lowest price quote (L-1) will be determined as a successful bidder and the work will be awarded accordingly.
13.	Validity for Offer/ Bid	3 (three) months from the last date of submission of the tender.
14.	Date of Commencement of Work	1 <sup>st</sup> Day of Succeeding month of the Work Order

04. There should not be any deviation or assumption in terms and conditions as have been stipulated in this tender document. Conditional tenders shall be summarily rejected. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid. For purposes of this clauses, a responsive Bid is one, which conforms to all the terms and conditions of the tender in toto, without any deviation or assumption.

05. 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.

06. The Bank reserves the right to change the dates mentioned in this Tender document, which will be posted at the Bank's website as well as GeM portal.

07. Please note that all the information desired need to be provided. Incomplete information may lead to non-consideration of the proposal.

08. The information provided by the bidders in response to this tender document will become the property of SBI and will not be returned. The Bank reserves the right to amend, rescind or reissue this Tender and all amendments will be advised to the bidders and such amendments will be binding on them.

9. This RFP documents shall not be transferred, reproduced, or otherwise used for purpose other than for which it is specifically issued.

10. Bank's reserve their rights to accept or reject any or all the tenders, either in whole or in part without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.

11. If any Company/ Firm Directors/ Partners having more than one Company/ Joint Venture/ Sister Concern, bidder should apply in the name of any one of Single Company/ Joint Venture/ Sister Concern only. If it is found that more than one application from the same/ common Promoter, partner, proprietor, Director, then the Bank reserves it's right to summarily reject the other Company application/s.

12. Any corrigendum / addendum in the matter will be published only on Bank's website and GeM portal mentioned hereinabove.

**Assistant General Manager (P&E)**

## ELIGIBILITY CRITERIA

Bidders meeting the following criteria are eligible to submit their bids along with supporting documents. If the bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

Sr. No.	Eligibility Criteria	Documents to be submitted
1	Should be a Proprietorship Firm / Partnership / LLP / Company registered under an Applicable Law with an existence of minimum 07 years in the field of Facility Management Services as on 31/03/2023.	<ul style="list-style-type: none"> <li>-In case of Proprietorship concerns copy of Shop License/Registration and the GST Registration certificate.</li> <li>-In case of partnership firms, Copy of the firm registration certificate, partnership deed and PAN / GST Registration Certificate.</li> <li>-In case of company, copies of Memorandum &amp; Articles of Association, Certificate of Incorporation issued by Registrar of Companies and full address of the registered office plus PAN / GST registration certificates.</li> <li>-In case of LLP, copy of certificate of incorporation, LLP Agreement, PAN / GST registration certificates</li> <li>- Experience certificate.</li> </ul>
2	<p>Should have completed: Three Similar works (Single work order) each one having "Annual Contract Value" not less than ₹51.00 Lakh.</p> <p style="text-align: center;">OR</p> <p>Two Similar works (Single work order) each one having "Annual Contract Value" not less than ₹64.00 Lakh.</p> <p style="text-align: center;">OR</p> <p>One Similar work (Single work order) having "Annual Contract Value" not less than ₹103.00 Lakh.</p>	<p>Copy of the work order and workcompletion certificates issued by the principal Employers specifying following information relating to the works carried out during the period of last 5 year ending not later than 31/03/2023:</p> <ol style="list-style-type: none"> <li>1. Scope of work.</li> <li>2. Contract value.</li> <li>3. Period of the contract.</li> <li>4. Satisfactory Report</li> </ol>
3	Should have One Similar work (Single work order) under execution / awarded "Annual Contract Value" not less than ₹103 Lakh within last 3 years.	<p>Copy of the work order issued by the principal Employer specifying following information relating to the works to be carried out:</p> <ol style="list-style-type: none"> <li>1. Scope of work.</li> <li>2. Contract value.</li> <li>3. Period of the contract.</li> </ol>
	<p><b>"Similar Completed Work"</b> under this clause shall mean successful completion of Facility Management Services (e.g. Housekeeping, Maintenance, Gardening, Pest Control etc.) Scheduled Banks, Central &amp; State Govt. Departments/Organizations, Public Sector Undertakings.</p>	

4	Should have a minimum average annual turnover of ₹ 38.48 Lakh for the best three financial years out of last 4 financial years (as on 31/03/2023).	(Copies of audited financial statement along with profit and loss statement for corresponding years)
5	Should be profitable organization on the basis of operating profit for at least 2 years out of last 4 financial years (as on 31/03/2023).	
6	Should have a solvency of ₹38.48 Lakh certified by a Scheduled Commercial Bank.	The Solvency Certificate should not have been obtained earlier than 01.04.2023.
7	Should have at least 25 FACILITATOR on payroll.	Certified copies of EPF and ESIC payment slip paid as on 31.03.2023.
8	Should have applicable and <b>valid registrations</b> with statutory authorities, viz. Income Tax, Goods & Service Tax, Labour License under section 12(1) of the Contract Labour regulation and Abolition) Act, 1970., Employees Provident Fund Organisation (EPF), Employees State Insurance (ESI) Corporation, PAN etc.	Certified copies of supporting documents to be attached.
9	Should have constituted a Sexual Harassment Committee under the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.	Suitable declaration to this effect to be submitted on the Letter Head of the bidder duly signed by the Authorised Signatory only
10	Should have office at Mumbai / Navi Mumbai.	Address Proof of the office premises.
11	Should not be under debarment / blacklist period for breach of contract / fraud / corrupt practices by any Scheduled Commercial Bank / Public Sector Undertaking / any regulatory body or regulator of any other Country / State or Central Government or their agencies / departments on the date of submission of bid for this RFP and anytime during the last three years.	Suitable declaration to this effect to be submitted on the Letter Head of the bidder duly signed by the Authorised Signatory.

Copies of the Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.



### **APPLICATION FORM**

1	Name of the Organization	
2	Full Postal Address of Organization with Pin Code	
3	Contact Details: (i) Name of Contact Person (ii) Phone No. (iii) Mobile No. (iv) E-mail ID	..... ..... ..... .....
4	Year of Establishment (Enclose certified copies of documents as an evidence – ENCLOSURE - ‘A’)	
5	Constitution of the Bidder (Enclose certified copies of documents as an evidence – ENCLOSURE - ‘B’)	Sole Proprietorship / Partnership Firm / Private Ltd. / Public Ltd. / LLP / Any other (Please specify)
6	Whether registered with the applicable registration authority. For instance, Registrar of Companies / Registrar of Firms (Enclose certified copies of documents as an evidence – ENCLOSURE - ‘C’)	
7	Registration with Govt. Authorities (Enclose certified copies of documents as an evidence – ENCLOSURE - ‘D’)	
	a. Income Tax (PAN) No.	
	b. Goods & Service Tax No. (GST)	
	c. EPF Registration No.	
	d. ESI Registration No.	
	e. Labour License No.	
8	Names of Directors / Partners / Associates / Proprietor	
9	Solvency Certificate Details (i) Amount (ii) Bank’s Name	₹..... .....

	(iii) Date of Issuance (Enclose certified copies of documents as evidence – ENCLOSURE - 'E')	..... / ..... / 20.....
10	Financial Information	Please fill up enclosed Annexure 'F' & enclose copies of audited balance sheet, profit & loss statement and CA certificate
11	Yearly turnover of the organization during last 4 years.  (Enclose certified copies of documents as evidence – ENCLOSURE - 'G')	2019-20: ₹.....  2020-21: ₹.....  2021-22: ₹.....  2022-23: ₹.....
12	Yearly operating profit during last 4 years	2019-20: ₹.....  2020-21: ₹.....  2021-22: ₹.....  2022-23: ₹.....
13	Details of Similar works completed during the last 5 years in Scheduled Banks, Central & State Govt. Departments / Organisations, Public Sector Undertakings, Multinational National Companies and/or Public (listed) Limited Company.	Please fill up enclosed Annexure 'H' & enclose copies of Work Orders and Satisfactory Completion Certificates (as per Annexure 'J')
14	Details of Similar works under execution / awarded in Scheduled Banks, Central & State Govt. Departments / Organisations, Public Sector Undertakings, Multinational National Companies and / or Public (listed) Limited Company.	Please fill up enclosed Annexure 'I' and enclose copies of LOI / Work Order / Agreement
15	FACILITATOR on payroll (Payroll must be supported with EPF and ESIC paid challan – Enclosure – 'K').	
16	Whether Sexual Harassment Committee under the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 (Enclose certified copies of documents as evidence – ENCLOSURE – 'L')	Yes / No
17	Mention if blacklisted and / or blacklisting proceedings pending with any client. Details of the same, with reasons, to be furnished.	
18	Details of disputes / litigations, if any, during the period of last 3 years. (Adverse litigations could result in the	

	<u>disqualification, at the sole discretion of the Bank).</u>	
19	Whether any penalty imposed by Law Enforcing Agencies such as Labour Department, Sale Tax, GST, etc.	Yes / No
20	Whether the bidder has been barred from participating in any bidding process or kept in cooling period / under suspension by any client, during the last 3 years, ended on 31/01/2023? If yes, please provide details thereof, with reasons.	Yes / No
21	Please indicate details of any bankruptcy/winding up of proceedings at any point of time in past.	
22	Whether bidder has office in Mumbai / Navi Mumbai (Enclose certified copies of documents as evidence – ENCLOSURE – ‘M’)	Mumbai / Navi Mumbai

**Note:** Please enclose separate sheets for additional information, photographs, and documents

Signature of the applicant with seal

Date:

Place:

**FINANCIAL INFORMATION**

**I. BANK DETAILS**

Name of the Bank :  
 Branch with Address :  
  
 City :  
 Contact Person in the Bank :  
 Contract Details :

**II. DETAILS OF CHARTERED ACCOUNTANT**

Name :  
 Address :  
  
 Registration details of accountant :  
 Contact Number :  
 E-mail address :

**III. FINANCIAL ANALYSIS** – Details to be furnished duly supported by figures in Balance Sheet/Profit and Loss Account for the last Five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income-Tax Department (Copies to be attached).

SN	YEARS	2019-20	2020-21	2021-22	2022-23
(i)	Gross Annual Turnover in Facility Management Works				
(ii)	Profit/Loss				
(iii)	Financial Position				
	a. Cash				
	b. Current Assets				
	c. Current Liabilities				
	d. Working Capital (b-c)				
	e. Current Ratio				
	f. Acid Test Ratio (Quick Assets/Current Liabilities (a/c))				

IV. Income Tax Clearance Certificate

V. Solvency certificate from Bankers (Schedule Bank) of Applicant.

VI. Financial arrangements for carrying out the proposed work

Signature of Chartered Accountant with seal

Signature of Applicant with Seal

**DETAILS OF ALL ‘SIMILAR’ WORKS COMPLETED DURING THE LAST FIVE YEARS  
ENDING BY 31<sup>ST</sup> MARCH 2023.**

(Enclose supporting documents i.e. Work order and Satisfactory Completion Certificate  
Obtained from the Clients)

S. No.	Name of Work	Name of the Client (with Brief Address of Concerned Office & Contact No. and e-mail ID)	Type of Client / Owner Mention Govt. / Semi Govt. / PSU / Bank	Agreement No. & Date of Agreement with Client	Location and Scope of the Work	Date of Commencement of Work	Actual date of completion of work	Total Term of the Contract (in Months)	Work Order Amount (in ₹)	Total Amount of Work Done (in ₹)	Annual Contract Value (₹ Per annum )	Litigation/ Arbitration pending/ In progress with details (if any)

*(Add separate sheet if required)*

Note:

- Information must be filled up specifically in this format.
- The projects mentioned in the above format shall be sorted in the order of cost of the project (Descending order).

Signature of Applicant with Seal

**DETAILS OF ALL ‘SIMILAR’ WORKS ON HAND - UNDER EXECUTION OR AWARDED**

(Enclose Copies of Work Orders Issued by Clients)

S. No.	Name of Work	Name of the Client (with Brief Address of Concerned Office & Contact No. and e-mail ID)	Type of Client / Owner Mention Govt. / Semi Govt. / PSU / Bank	Agreement No. & Date of Agreement with Client	Location and Scope of the Work	Date of commencement as per contract	Likely date of completion	Total Term of the Contract (in Months)	Actual Value of the Work (in ₹)	Annual Contract Value (₹ Per annum)	If Work Left Incomplete or Terminated (Furnish reasons)

*(Add separate sheet if required)*

Note:

1. Information must be filled up specifically in this format.
2. The projects mentioned in the above format shall be sorted in the order of cost of the project (Descending order).

Signature of Applicant with Seal

**PERFORMANCE REPORT FOR ‘SIMILAR’ MAJOR COMPLETED WORKS**  
(REFERRED TO IN ANNEXURE ‘I’)

1. Name of the Work with Brief Particulars
2. Agreement No. and Date
3. Agreement Amount
4. Annual Contract Value
5. Gross Amount of Work Completed and Paid
6. Date of Commencement of Work
7. Actual Date of Completion
8. Whether the contract was renewed
9. Details of compensation levied for delay or any other reason (indicate amount)
10. Name and address of the authority under whom work executed
11. Whether the Service Provider employed qualified supervisor during execution of work
12. Performance report based on
  - a. Quality of Work : Excellent / Very Good / Good / Poor
  - b. Financial Soundness, : Excellent / Very Good / Good / Poor
  - c. Mobilization of adequate T&P : Excellent / Very Good / Good / Poor
  - d. Mobilization of FACILITATOR : Excellent / Very Good / Good / Poor
  - e. General Behaviour : Excellent / Very Good / Good / Poor

Superintending Engineer / Chief Project Manager or Equivalent  
Name of Organization

Note :

1. The performance report is to be submitted separately for all major works mentioned in Annexure ‘I’.
2. The performance report preferably be submitted in the above Performa. In case, different proforma is used, the applicant shall ensure that the report / certificate shall contain all the above information / details.

**DECLARATION OF NEAR RELATIVES OF SBI EMPLOYEES**

I/We.....S/o/D/o.....  
.....Residing at  
.....

..... hereby certify that none of our relatives(s) as defined in the Tender document is/are employed in the State Bank of India as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, the State Bank of India shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

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

Place :

Date :

Signature of Applicant with Seal

Name in Capital Letters:

Address:



**UNDERTAKING REGARDING PRE-QUALIFICATION**

(To be submitted by the Applicant on its Letter Head along with its Application)

To,  
**The Asst. General Manager (P&E),**  
Local Head Office, Mumbai Metro,  
State Bank of India,  
3<sup>rd</sup> Floor, SBI Local Head Office, Synergy Building,  
Bandra Kurla Complex, Mumbai 400 051.

I/We hereby certify that:

1. I / We have submitted the pre-qualification document strictly on the format prescribed by the Bank and there is no change in formatting, number of pages etc.
2. I / We have checked that no page is missing and all pages as per the index and checklist are available & that all pages of pre-qualification document submitted by us are clear & legible.
3. I / We have signed and stamped all the annexures / required documents before submitting the same.
4. I / We have read carefully & understood the instructions contained in this document.
5. I / We hereby understand and confirm that all Tender documents and supporting Pre-qualification documents / annexures etc. required to be submitted by us, are strictly in the prescribed format. In case the bid / documents submitted by us along with this tender, are found to be in any other formats and not complying this condition, we hereby authorise the Bank to summarily reject our tender for which we shall not make any protest.
6. I / We have not made any modification / corrections / additions / deletions etc in the pre-qualification documents downloaded from website by me / us. In case at any stage later, it is found there is difference in our downloaded pre-qualification documents from the original documents provided by the Bank, the Bank shall have the absolute right to disqualify / reject our Tender and debar me / us in participating in any future tenders of Bank without any prior intimation to me / us.
7. I / We hereby undertake and confirm that all the information furnished in this tender is correct and true to the best of our knowledge and belief and we own full responsibility for its correctness and authenticity.

**TENDER FORM**

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

To,  
**The Asst. General Manager (P&E),**  
 Local Head Office, Mumbai Metro,  
 State Bank of India,  
 3<sup>rd</sup> Floor, SBI Local Head Office, Synergy Building,  
 Bandra Kurla Complex, Mumbai 400 051.

**TENDER FOR PROVIDING FACILITATOR FOR VISITOR MANAGEMENT SERVICES, COURIERS SERVICES AND FIREMEN SERVICES FOR STATE BANK OF INDIA, LOCAL HEAD OFFICE, BANDRA KURLA COMPLEX, MUMBAI**

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. 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 the 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 FACILITATOR FOR VISITOR MANAGEMENT SERVICES, COURIERS SERVICES AND FIREMEN SERVICES FOR STATE BANK OF INDIA, LOCAL HEAD OFFICE, BANDRA KURLA COMPLEX, MUMBAI
b	Earnest Money	<b>₹ 1,28,000/- (Rupees One Lakh Twenty Eight Thousand Only)</b>
c	Validity of Contract	For an initial period of 1 (One) year from the date of commencement of work with option of 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, the amount mentioned in the said conditions.

3. I/we have deposited Demand Draft / Banker's Cheque for a sum of **₹ 1,28,000/- (Rupees One Lakh Twenty Eight Thousand Only)** as Earnest Money Deposit with SBI. 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.

4. We understand that as per terms of this tender, the Bank 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 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 SBI, including taking any action against us as deemed fit.
7. 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**

## INSTRUCTIONS TO BIDDER

### 1. **Purpose:**

Providing facilitator for visitor management services, couriers services and firemen services as required in SBI LHO building at BKC, Bandra East, Mumbai.

### 2. **Invitation:**

The bidders desirous of taking up the project for providing above services for the Bank 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 will be entirely at the Bank's discretion. We seek proposals adhering to the Bank's requirements outlined in this tender, from bidders who have the necessary experience, capability & expertise to provide facility management services adhering to the Bank's requirement outlined in this Tender.

This Tender document is not an offer by the Bank, 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 the Bank with the Successful Bidder.

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

Bid is open to all Bidders who meet the eligibility criteria as mentioned herein above in the RFP. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP.

### 4. **Disclaimer:**

- i. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders.
- ii. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.
- iii. The information contained in this RFP or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of SBI, is subject to the terms and conditions set out in this RFP.
- iv. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advice /clarifications from us through GeM portal. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

- v. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- vi. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- vii. The Bidder is expected to examine all instructions, forms, terms, & conditions, scope of work and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.
- viii. Any effort by the bidder to influence the Bank in the bid evaluation, bid comparison, or contract award decisions may result in the rejection of its bid.

**5. Bid Integrity:**

Willful misrepresentation of or concealment 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 submissions, including any accompanying documents, will become property of the Bank. The Bidders shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

**6. Clarifications & Amendments on RFP:**

- i. Bidder requiring any clarification on RFP may notify the Bank through GeM portal, within the time and date stipulated at Serial no. 6 of the NIT.
- ii. The queries received from interested bidders will be replied by the Bank thereof (without identifying source of query) and will be posted on the GeM portal.
- iii. The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website and GeM portal regularly till the date of submission of Bid document specified in the Schedule of Events / email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments / clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. The Bank, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking any

clarification(s) and / or amendment(s) into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is or will be, as the case may be, intended to relieve Bidders from forming an independent understanding in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

- iv. No request for change in terms and conditions, other than what may be carried by the Bank way of any addenda / corrigenda or clarifications issued in connection thereto, will be entertained. Queries in this regard, will not be entertained.
- v. Bank is not responsible for non-receipt of bids within stipulated time and dates due to reasons including postal / courier delays or holidays.
- vi. The Bank shall have the right to cancel the tender process at any time prior to award of contract, without thereby incurring any liabilities to affected bidders.
- vii. Any changes in RFP including amendments in bid submission dates, corrigendum will be posted on GeM portal. No notice / communication in this regard will be done through print media additionally.

**7. Contents of Bid Document:**

- i. All the parts of this tender documents i.e., Tender Notice, General Condition of the Contract and Instructions to the Bidders, Special Instructions, Terms and Conditions, Scope of works, Offer Letter, Annexures etc. shall constitute part of the contract document.
- ii. The Bidder must thoroughly study / analyze and properly understand the contents of this RFP, its meaning and impact of the information contained therein.
- iii. Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect, will be at the Bidder's risk and responsibility and the same may result in rejection of its Bid.
- iv. The Bid documents prepared by the Bidder, as well as all correspondences relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
- v. All the required documents should 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 along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the tender document.
- vi. The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

- vii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.

**8. Submission of Technical Bid:**

- (i) The bidders are advised to upload required documents on GeM portal before the end date and time of submission of bid as mentioned in the NIT hereinabove. All the required documents should be signed / stamped by the authorized person(s) before uploading on GeM portal.
- (ii) Technical Bid not accompanied by any one or more documents mentioned in this RFP shall be summarily rejected and the price bid of such bidder will not be opened.
- (iii) Bidders not complying to point no. (i) and (ii) shall be summarily rejected and the price bid of such bidder will not be opened.

**9. Submission of Price Bid:**

- (i) The bidders are advised to quote their rates on GeM portal before the end date and time of submission of bid as mentioned in the NIT. The bill of quantities for reference purpose, is placed at Annexure – ‘AC’.
- (ii) The rate should be quoted in Indian Currency (₹) only.
- (iii) The rate quoted by the bidder shall remain fixed and shall cover and include wages to the labourers, supervisors, equipment deployed, Service Provider's profit, transportation charges and all statutory levies, applicable taxes, EPF, ESI, and any other statutory component as per the Central Government – For instance, the Minimum Wages Act, 1948 etc., but excluding Goods & Service Tax (GST).
- (iv) The bidder shall ensure that they are fully conversant with the premises in question as well as with expected the business activities and its related facilitator requirements for the work specified, before submitting the price bid.

**10. Modification and Withdrawal of Bids:**

The Bidder may modify or withdraw its Bid after the Bid's submission, provided modification, including substitution or withdrawal of the Bids, is received on GeM, prior to the deadline prescribed for submission of Bids.

No modification in the Bid shall be allowed, after the deadline for submission of Bids.

No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFP. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder and other action as per terms of RFP.

**11. Cost of Bid Document:**

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, procurement of digital signature, expenses associated with any demonstration or presentations which may be required by the Bank, or any other costs incurred in connection with or relating to their Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

**12. Evaluation of Technical Bid:**

The Technical Bid will be opened by the Tender Opening Committee. The Technical Bids of all the bidders will be evaluated by the Committee as per the Eligibility Criteria. On the basis of this evaluation the bidders will be shortlisted for opening of Price Bid.

**13. Selection of Bidder:**

(i) Technically qualified Bidder with lowest price quote (L-1) will be determined as a successful bidder and the work will be awarded accordingly.

(ii) In the event that two or more Bidders quote the same Bid Price i.e. **“Tie Bids”**, or multiple L1, the tender committee will select the successful bidder on their own.

14. The Service Provider 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 solely by the Service Provider.

15. The quantity for facilitator mentioned in this tender is only indicative. It shall, however, be sole responsibility of the Service Provider to ensure deployment of additional facilitator, if any is required, for execution of work and services to the utmost satisfaction of the Bank without any extra charge but within the accepted tender amount only.

16. Please note that it is the bidders' responsibility to provide all items which may not be specifically mentioned in the scope of works but are incidental in nature and hence, are necessary to complete the Works / Services to the satisfaction of the Bank.



## **GENERAL CONDITIONS OF THE CONTRACT**

### **1. DEFINITIONS:**

In this RFP and the ensuing Contract, if any, the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

**‘Employer / Bank’** means State Bank of India, Premises & Estate Department having its Office at 3<sup>rd</sup> Floor, Synergy Building, C-6, BKC, Bandra East, Mumbai - 400 051 and includes its representatives, successors, and assignees.

**‘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.

**‘Bidder / Bidder’** means an eligible entity / firm submitting the Bid in response to this RFP.

**‘Bid’** means the written reply or submission of response to this RFP.

**‘Contract / Agreement’** means the Agreement/Service level agreement entered into strictly in the format advised by the Bank, (including all attachments and appendices thereto and all documents incorporated by reference therein) to be executed between the Bank and the selected/successful bidder as per this RFP, for providing the Services. The NIT, General Condition of the Contract, Instructions to the Bidders, Special Instructions, Terms and Conditions, Scope of works, Offer Letter, Annexures etc. shall constitute a part and parcel of the Contract.

**‘Vendor / Service Providers’** means the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid and commercial bid has been accepted and who has been declared as the Successful Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by Bank. It shall also include their legal representative(s), successors or assignees

**‘Site’** means Bank’s Residential Quarters / flats situated in Mumbai where the work is to be carried out. The detail of the premise is placed as Annexure – ‘Q’.

**‘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.

**‘Works / Services’** means all the services specified in the “Scope of Work” of the RFP and/or to be executed in accordance with the agreement and includes Labour, materials, apparatus, equipment of all kinds to be provided, the obligations of the Service Provider hereunder and work to be done by the Service Provider under the Contract.

**‘Month’** means calendar month.

**‘Week’** means seven consecutive days starting from Monday.

**‘Day’** means an English calendar day.

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. GOVERNING LANGUAGE:

The governing language shall be English.

## 3. SERVICE PROVIDER TO BE DULY INFORMED:

The Service Provider shall be deemed to have carefully examined the work, site conditions including Facilitator 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 Bank. If the Service Provider 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 may seek clarifications from the Bank through email as mentioned in the NIT, prior to the cut-off date of submission of Pre-bid queries.

## 4. EARNEST MONEY DEPOSIT (EMD)

The bidder shall deposit EMD amount through GeM portal. 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.

All compensation or other sums of money payable by the Service Provider to the Bank 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 Service Provider and the Service Provider within ten days after such deductions shall make good the amount so deducted.

## 5. 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. Additional security deposit, if any, is not submitted as per tender provisions.
- c. Agreement is not entered within stipulated time.
- d. If the bidder withdraws his Bid during the period of Bid validity specified in this RFP.
- e. The tender is accepted by the Bank, but the Service Provider fails to enter into the contract.
- f. Fails to commence the work within the stipulated time.
- 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.

## 6. SECURITY DEPOSIT:

The successful bidder whose tender is accepted by the Bank shall be bound to deposit a sum equivalent to 5% of accepted “Total Contract Value” as Security Deposit (SD) in the form of Bank Guarantee (BG) issued by any Nationalised / Scheduled Commercial Bank (other than State Bank of India) favoring “**State Bank of India**” payable at Mumbai.

The Bank Guarantee (BG) must be in Bank’s approved format. The Bank Guarantee should be valid up to the currency of the contract plus 3 months claim period, i.e., for 2 years & 3 months from the date of commencement of contract. The Bank Guarantee is required to protect the interest of the Bank against the risk of non-performance of Service Provider in respect of successful implementation of the project and/or failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in this Agreement; or breach of any terms and conditions of the Agreement, which may warrant the invoking of Bank Guarantee.

**Additional Security Deposit:** Additional Security Deposit (ASD) / Additional Performance Guarantee (APG) shall be applicable if the bid price is below 7.5% of the estimated cost put to tender. The amount of such ASD / APG shall be difference between 92.5% of estimated cost put to tender and the quoted price.

## 7. AWARD OF CONTRACT:

- (i) The Bank will award the contract to the bidder who has been declared as the Successful Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by Bank.
- (ii) The Bank will notify successful bidder through e-mail and work order will be issued to the successful bidder. The selected bidder has to return the duplicate copy of the same to the Bank within five (5) working days, duly accepted, stamped and signed by the authorized signatory in token of acceptance.
- (iii) The successful bidder shall be required to enter into a Contract with the Bank and submit the Bank Guarantee within 15 days from issuance of work order or within such extended period as may be decided by the Bank, in the format prescribed / approved by the Bank after obtaining permission from the Managing Committee (MC) of the society.
- (iv) The Bank reserves the right to increase or decrease the quantum of service to be provided and reserves the right to cancel or revise any of the tender terms, without giving any reasons thereto, with no cost to the Bank.
- (v) Also, the Bank 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 Service Provider shall have no right to make any representation for the same.

## 8. SIGNING OF CONTRACT DOCUMENTS:

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

#### 9. ASSIGNMENT, SUBLETTING AND SERVICE PROVIDER'S SUPERINTENDENCE:

The whole of work included in the contract shall be carried out by the Service Provider and he shall not entrust or engage or indirectly transfer assign or share any part of the contract or interest therein without the written consent of the Bank and no undertaking shall relieve the Service Provider from the responsibility of the Service Provider from the duties and responsibilities under this RFP / contract and form active superintendence of the work.

In case of breach, the Bank shall be at liberty to terminate the contract forthwith along with forfeiting of the EMD and invoke the bank guarantee.

#### 10. INSURANCE OF WORKS:

- All facilitator / employees of Service Provider working for / as regards the Services in question, should be covered under the insurance a sum of ₹ 5 lac each, for any type of accident / incidence.
- The Service Provider shall, from time to time, provide documentary evidence as regards payments of premium 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 Service Provider 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 Service Provider at site unless the Insurance Policies as mentioned above are obtained.

#### 11. CONTRACT PERIOD:

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 another two terms after expiry of initial period subject to satisfactory service provided by the Service Provider. In case where Service Provider has been levied a cumulative penalty of 5% of the total contract value or breach of contract or in the event of not fulfilling the minimum requirements/statuary requirement/satisfactory services etc., extension beyond the initial period of two years will not be considered.

#### 12. PRICE VARIATION CLAUSE:

No escalation will be allowed during the contract period.

#### 13. LOCAL LAWS, ACTS, REGULATIONS

The Service Provider shall strictly adhere to all prevailing Labour laws including of Contract Labour Regulation and Abolition Act, 1970 and other safety regulations. The Service Provider shall comply with the provision of all Labour legislations including the latest requirements casted by all laws, directions and guidelines that are applicable for carrying out the Services / 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 by 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 Prohibition of Employment as Manual Scavengers and Their Rehabilitation Act, 2013

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

Any cost incurred by the Bank 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 Service Provider or his workmen and any money which may become payable by the Bank shall be deductible by the Bank or may be recovered by the Bank from the Service Provider in any manner available under applicable law.

The Service Provider shall keep the Bank indemnified and harmless against claims, if any, of the workmen, agents, representatives, Contractors and all costs and expenses as may be incurred by the Bank in connection with any claim that may be made by any such workmen, agents, representatives, Contractors.

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

The Service Provider 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 Bank as and when required. The Service Provider shall produce all the relevant statutory documents for inspection by the Bank and the Government Authorities.

The Service Provider shall give all notices required under the said act, rules, regulations, and byelaws etc. and pay applicable fees payable to such authority (ies). Service Provider shall also indemnify, hold harmless and protect the Bank and its Employees against any liabilities and / or

claim arising out of violation of any such laws, ordinances, orders, and decrees and shall defend all actions arising from such claims or liabilities.

If the Service Provider 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 and hold harmless the Bank, against any legal actions arising there from.

**15. TAXES AND DUTIES:**

- i. Service Provider shall be liable to pay all corporate taxes and income tax, State Govt. Taxes, etc. as applicable, that shall be levied according to the laws and regulations applicable from time to time in India and the price e-Bid by Service Provider shall include all such taxes incidence in the quoted price. Bidder may consider future incidental taxes, charges as such whilst quote of price e-bid. However, Bank will pay GST on invoices as statutorily applicable.
- ii. All expenses, stamp duty and other charges/ expenses in connection with this RFP and the execution of the Agreement, shall be borne by Service Provider. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

**16. TAX DEDUCTION AT SOURCE:**

- i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall affect such deductions from the payment due to Service Provider. Nothing in the Contract shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Contract.

**17. PROPOSED WORK METHODS, SUPPLIES AND PLAN:**

The Service Provider shall be required to prepare and submit a detailed description of the arrangements, sequence, and methods of service performance which the Service Provider 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 Service Provider to any additional payment.

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

**18. FACILITATOR:**

- i. The Service Provider shall employ suitable Facilitator to carry out the respective work to the satisfaction of the Bank.

- ii. The Service Provider shall furnish to the Bank at the intervals specified by the Bank, a distribution of the number and description of Facilitator employed in carrying out various works / activities.
- iii. The Service Provider shall submit on every month to the Bank a statement showing in respect of the preceding month:
  - (a) The number of Facilitator 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
- iv. The Service Provider 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 Facilitator employed by him for executing this contract. The Service Provider shall furnish necessary returns to the authority through the Bank.
- v. The minimum age of the Facilitator employed shall be above 18 years
- vi. The Service Provider should take independent code numbers under EPF Act 1952 and ESI Act 1948 and shall cover his Facilitator 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 Service Provider 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 EPF contributions in respect of all contract Facilitator engaged by him.
- viii. As regards Employees State Insurance Act, the Service Provider 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 the Bank by him for this work for the relevant period before any payment is released by the Bank.
- 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 Facilitator 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 the Bank.
- xi. The Service Provider is required to take Insurance for all his workers, Facilitator etc. for carrying out the Works / Services es for workmen compensation. The Insurance must be taken within 15 days of the award of work and has to be provided at the signing of the agreement.
- xii. The Service Provider shall be fully responsible for the consequences arising out of default and the Bank may treat it as breach of Contract and reserves the right to terminate the contract.
- xiii. The Service Provider shall pay wages to his Facilitator at the rates as applicable under the Minimum Wages Act and connected guidelines / rules for unskilled, semiskilled, skilled / equivalent categories.
- xiv. The Service Provider shall disburse the wages through credit to their bank's accounts and account statement should be enclosed along with the monthly bill.



- xv. The duration of duty is eight hours per day per person.
- xvi. The Service Provider should ensure that the staff / Facilitator employed by him shall not be under the influence of alcohol or any abusive substance while reporting to and or performing the Works / Services. Further, the mobilization of the workers / Facilitator engaged shall be such that they maintain the dignity of the Sites at all times and any incident of mobilization or indecency is noticed at the workplace bank shall have the right for asking replacement of such workers employed by the Service Provider.

#### 19. UNIFORM:

The Service Provider should ensure:

- An Identity card is issued to all staff / Facilitator deputed on the Bank's sites.
- All Facilitator / staff should bear specified uniform bearing badges of Service Provider's name, shoes, gloves, cap, apron and safety accessories.

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

The Service Provider have to arrange for engaging his staff / Facilitator on all Sundays and all public holidays. No extra payment on this account will be made by the Bank.

#### 21. INCREASE / DECREASE IN FACILITATOR REQUIREMENT:

In case, any demand is raised by the Bank for increase or decrease in nos. of facilitator for the services, the contractor shall make necessary arrangements for the same. In case of increase in nos. of facilitator, the cost thereof shall be paid by the Bank based on minimum wages prevailing at that time for the category of facilitator to be provided additionally plus 10% handing charges. Whereas, in case of decrease in nos. of facilitator, the cost thereof will be deducted by the Bank based on minimum wages prevailing at that time for the category of facilitator to be reduced.

The minimum wages, comprising of Basic + DA + PF + ESI + Bonus, for both increase and decrease in facilitator will be as per Central Government Minimum Wages Act.

#### 22. ADDITIONAL WORK:

Should any new areas (not merely incidental or ancillary) of work transpire, which the Bank could not envisaged while floating the instant RFP, the prices for the additional scope of work shall be mutually decided and agreed upon between the Bank and the Service Provider based on actual rate analysis on established norms. In the event of non-agreement of the rates, the Bank reserves the right to get the same carried out through any other agency so appointed for.

#### 23. RIGHT TO ACQUIRE MORE AREA:

The Bank at its discretion, may extend the contract of other nearby site(s) of the Bank, up to 40% area of the site(s) stipulated in this tender. The Service Provider should be willing to takeup the work at the new site(s), on same terms & conditions for which, additional payment would be made to him, based upon the area of the new site(s) and facilitator requirement, considering the price quoted for the current contract.



#### 24. TECHNICAL AUDIT / SCRUTINY:

- The Bank shall have right to carry an audit / technical examination of the works and the bill of the Service Provider including all supporting vouchers, abstracts etc. by any of the persons or organizations as appointed by the Bank.
- 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 Bank to recover the sum from any payment due to the Service Provider for such work.

#### 25. RIGHT TO AUDIT:

- The Service Provider shall be subject to annual audit by Internal / External Auditors appointed by the Bank / inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank. Service Providers shall require to submit such certification by such Auditors to the Bank. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the service provider. Whenever required by the Auditors, service provider shall furnish all relevant information, records / data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory / regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to the service provider before such audit and same shall be conducted during normal business hours.
- Where any deficiency has been observed during audit or in the certification submitted by the Auditors, the service provider shall correct / resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the service provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- Whenever required by the Bank, service provider shall furnish all relevant information, records / data to such auditors and / or inspecting officials of the Bank / Reserve Bank of India and / or any regulatory authority(ies). The Bank reserves the right to call for and / or retain any relevant information / audit reports on financial and security review with their findings undertaken by you. However, service provider shall not be obligated to provide records / data not related to Services under the Agreement.

#### 26. INSPECTION BY EMPLOYER:

- The Bank always have the rights to inspect quality of services, any tools, instruments and equipment used or to be used in the performance of the services. The Service Provider shall make all parts of the services accessible for these inspections.
- The Bank shall have the right to confiscate any or all tools, instruments, equipment, or work which does not conform to the specifications.

## 27. REPORTING AND RECORD KEEPING:

### Management Reporting and Process Reviews

The Bank shall approve the format for the monthly report to be submitted by the Service Provider along with every monthly bill.

### Operating Meetings

At regular intervals during the term of the agreement, it is expected that frequent meetings will be done amongst the manager and Employer's representative(s) to discuss priorities to establish satisfactory reporting procedures. The Service Provider shall make the appropriate personnel available for attending all these meetings.

### Performance Review Meeting

Performance review meetings shall be held at irregular intervals at the site or Bank Office to review the overall performance of the Service Provider. The Senior Management of the Service Provider and the Bank's representative shall attend these meetings.

### Quality Assurance

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

## 28. FORCE MAJEURE:

- i. Notwithstanding the provisions of terms and conditions contained in this RFP, neither party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- iii. If a Force Majeure situation arises, Service Provider shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement as a result of an event

of Force Majeure. However, Service Provider shall be entitled to receive payments for all services rendered up to the date of the termination of the Agreement.

**29. PROTECTION OF WORKS AND PROPERTY:**

The Service Provider shall continuously protect the Bank'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 Service Provider fails to make good the losses caused to the bank due to his fault or due to negligence of his staff, the Bank reserves the right to invoke the security deposit as stated above to cover such losses.

The Service Provider 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 Service Provider shall take insurance covers as specified in the RFP / Contract at his own cost.

In case of flooding of any 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 RFP / Contract.

**30. ACCIDENTS:**

The Service Provider shall report any accident immediately to the concerned authorities whenever the same has to be done under applicable law and take appropriate actions thereof.

The Service Provider shall submit report of all accidents, fires and property damage, dangerous occurrence to the authorized bank 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 Bank. In addition, the Service Provider to the authorized bank official shall also submit periodic reports on safety from time to time as prescribed.

**31. SAFETY CODE – RESPONSIBILITIES OF THE SERVICE PROVIDER IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT:**

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

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

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

The Service Provider 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 Service Provider shall store the same safely as per the directions under applicable law & regulation and, of the Bank.

The Service Provider shall be held responsible for any violation of statutory regulations Local, State or Central and Bank's instructions, which may endanger safety of workforce, equipment, material, and environment in his scope of work or another Service Provider or agency. Cost of damages if any, to life and property arising out of such violation of statutory regulations and Bank's instructions shall be borne by the Service Provider.

The Service Provider must provide minimum two sets of First Aid kits at each site. The Service Provider must ensure that all the items in the kit are within the valid usable dates

The Bank shall not be liable for any compensation in case of any injury / death caused to any Service Provider's Facilitator / employees while performing / discharging their duties / visiting Bank's premises for inspection or otherwise. The Service Provider shall alone be fully responsible for safety and security & insurance of their personnel / Facilitator who is working on or employed with providing the Services.

### 32. INDEMNITY BOND:

- Service Provider shall sign an Indemnity Bond in an approved format as per Annexure – 'Z' before starting the work, indemnifying the Bank from any damages, prosecution, other legal suits, and claims arising out of any mishaps occurring at the workplace due to non-adherence to safety codes, not following the standard work procedures and for violating rules and regulations for which the Service Provider shall be solely responsible.
- In case of any damage to property by the Service Provider, Bank shall have the right to recover the cost of such damages from payments due to the Service Provider and decision of the Bank shall be binding on the Service Provider.
- 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 Service Provider.
- If the Service Provider fails to improve the standards of safety in its operation to the satisfaction of the Bank after being given a reasonable opportunity to do so, and/or if the Service Provider 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 Bank's official, the Bank shall have the right to take corrective steps at the risk and cost of the Service Provider after giving a notice of not less than seven days indicating the steps that would be taken by the Bank.

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

### 33. SETTLEMENT OF DISPUTES:

- **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.
- **Applicable Laws:** The contract shall be governed in accordance with Indian law.
- **Jurisdiction:** All suits arising out of the RFP / Contract shall be instituted in the court of competent jurisdiction situated in Mumbai only and not elsewhere.

### 34. TERMINATION:

#### **A. TERMINATION FOR DEFAULT:**

- i. The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:
  - (a) If Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Agreement, or any extension thereof granted by the Bank.
  - (b) If Service Provider fails to perform any other obligation(s) under the RFP/Agreement.
  - (c) On happening of any termination event mentioned in the RFP/Agreement.Prior to providing a written notice of termination to Service Provider under clause 34.A.(i). (a) and 34.A.(i). (b), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.
- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.
- iii. If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.

- iv. During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation.
- v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.
- vi. In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.

#### **B. TERMINATION FOR INSOLVENCY:**

The Bank may at any time by notice in writing summarily terminate the contract without compensation to the Service Provider in any of the following events, that is to say:

- a. If the Service Provider being an individual or a firm: Any partner in the Service Provider's firm, is 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
- b. If the Service Provider being a company: It has passed a resolution, or the any court / forum has made an order for its liquidation or a receiver or manager on behalf of the debenture holder has been appointed or such circumstances shall have arisen entitles the court / forum or debenture holders to appoint a receiver or manager.

#### **C. TERMINATION FOR CONVENIENCE:**

- i. The Bank, by written notice of not less than 60 days (30 days' notice period and 30 days cure period), may terminate the Contract, in whole or in part, for its convenience. Provided that the same shall not be invoked by the Bank before completion of half of the total Contract period.

- ii. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination

35. CODE OF INTEGRITY AND DEBARMENT / BANNING:

- i. The Bidder and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.
- ii. Bidders are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.
- iii. Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- iv. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
  - (a) "**Corrupt Practice**" means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution.
  - (b) "**Fraudulent Practice**" means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained, or an obligation avoided. This includes making false declaration or providing false information for participation in an RFP process or to secure a contract or in execution of the contract.
  - (c) "**Coercive Practice**" means harming or threatening to harm, persons, or their property to influence their participation in the procurement process or affect the execution of a contract.
  - (d) "**Anti-competitive Practice**" means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness, and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels.
  - (e) "**Obstructive Practice**" means materially impede the Bank's or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements



to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank's rights of audit or access to information;

**v. Debarment / Banning**

Empanelment/participation of Bidders and their eligibility to participate in the Bank's procurements is subject to compliance with code of integrity and performance in contracts as per terms and conditions of contracts. Following grades of debarment from empanelment/participation in the Bank's procurement process shall be considered against delinquent Vendors/Bidders:

**(a) Holiday Listing (Temporary Debarment - suspension):**

Whenever a Service Provider is found lacking in performance, in case of less frequent and less serious misdemeanors, the vendors may be put on a holiday listing (temporary debarment) for a period up to 12 (twelve) months. When a Vendor is on the holiday listing, he is neither invited to bid nor are his bids considered for evaluation during the period of the holiday. The Service Provider is, however, not removed from the list of empaneled vendors, if any. Performance issues which may justify holiday listing of the Vendor are:

- Service Providers who have not responded to requests for quotation/tenders consecutively three times without furnishing valid reasons, if mandated in the empanelment contract (if applicable).
- Repeated non-performance or performance below specified standards (including after sales services and maintenance services etc.).
- Service Provider undergoing process for removal from empanelment/participation in procurement process or banning/debarment may also be put on a holiday listing during such proceedings.

**(b) Debarment from participation including removal from empaneled list**

Debarment of a delinquent Service Provider (including their related entities) for a period (one to three years) from the Bank's procurement including removal from empanelment, wherever such Service Provider is empaneled, due to severe deficiencies in performance or other serious transgressions. Reasons which may justify debarment and/or removal of the Service Provider from the list of empaneled Service Providers are:

- Without prejudice to the rights of the Bank hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 3 (three) years from the date of debarment.
- Service Provider fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely or fails to cooperate or qualify in the review for empanelment.
- If Service Provider ceases to exist or ceases to operate in the category of requirements for which it is empaneled.



- Bankruptcy or insolvency on the part of the Service Provider as declared by a court of law; or
- Banning by Ministry/Department or any other Government agency.
- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFP documents.
- If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation.
- Employs a government servant or the Bank's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
- Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest / bank's interest.
- If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company have been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied bylaw; etc.

**(c) Banning from Ministry/Country-wide procurements:**

For serious transgression of code of integrity, a delinquent Service Provider (including their related entities) may be banned/debarred from participation in a procurement process of the Bank including procurement process of any procuring entity of Government of India for a period not exceeding three years commencing from the date of debarment.

**36. SEXUAL HARASSMENT:**

The Service Provider shall be solely responsible for full compliance with the provision of the "Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013"

- i. In case of any complaint of sexual harassment against its facilitator / employee(s), the complaint will be filed before the Internal Complaints Committee constituted by the Service Provider and the Service Provider 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 Bank against any employee(s) of the Service Provider shall be taken cognizance of by the Bank.
- iii. The Service Provider shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Service Provider, for instance any monetary relief to the Bank's employee, if sexual harassment / violence by the employee of the Service Provider is proved.
- iv. The Service Provider shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

**37. PAYMENT OF BILLS:**

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 Bank will pay the Service provider the said contract amount, (hereinafter referred to 'the Contract Sum') or such other sum as shall become payable hereinunder at the time and in the Price Bid and the said conditions.

The payment will be made as per actual facilitator deployed for the captioned services 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 30 days 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 Service Provider 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 Service Provider and fully understood by him / them. The Service Provider 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, ESIC, conveyance, food expenses etc. and the Bank shall not be responsible for any payment towards the above components.

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

- i) Copy of Wage Register, Muster roll
- ii) Proof of Wage / Salary amount credited in the Bank's account of facilitator.
- iii) The copy of wage register signed by facilitator deputed to the Bank's premises, in token of receipt of wage / salary for the previous month.
- iv) Amount of PF & ESI deposited in staff's / facilitator's respective account. The statement should have the PF number of the staff and the Service Provider shall fix its official seal and signature on the statement.
- v) PF challan for the previous month.
- vi) ESIC challan for the previous month along with separate sheet mentioning the names of the staff / facilitator deputed at the Bank's Premises (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 / facilitator, and the Service Provider shall fix its official seal and signature on the statement.
- viii) A separate covering letter undertaking that the due and payable EPF and ESIC amounts have been credited as per the statement enclosed should also be submitted.

### 38. PENALTIES / LIQUIDATED DAMAGES:

- In case contractor fails to disburse salary to its deployed facilitator as per Central Govt. Minimum Wages Act latest by 15<sup>th</sup> of every month, penalty equivalent to one-day salary

(Basic + DA) per delayed day shall be credited by the contractor into the account of respective facilitator whose salary has been delayed, apart from the regular remuneration which is payable to him. Proof of the same shall be submitted to the Bank along with the bills of the next month. On occurrence of such event for a period of 3 continuous months, then the contract will be liable to be terminated.

- In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to facilitator services in the event of Contractor failing to provide requisitioned number of facilitator, the Bank 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 SBI.
- An amount of ₹2,500/- (Rupees Two Thousand Five Hundred only) will be levied as liquidated damages per day from the contractor whenever and wherever if found that the services is not up to the mark. If the contractor fails to perform as per the satisfaction of the Bank within 15 days, liquidated damages clause as incorporated in the tender document of the Contractor by the Bank will be invoked
- In case of any deficiencies in services observed by the Bank, the Contractor shall be penalized up to 5% of the monthly Bill amount.
- In case the collected waste dumped inside the Bank's Premises, the Contractor shall be penalized up to 5% of the monthly bill amount.

**DETAILS OF PREMISES**

<b>SI No:</b>	<b>Name of the Premises</b>	<b>Total No. of Floors</b>	<b>Approximate floor area</b>	<b>Ownership status</b>
1	State Bank of India, Local Head Office, ‘Synergy’, C-6, G Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051	<u>Main Building:</u> (i) Two Basement + Ground Floor + 7 Upper Floors having three wings and <u>(ii) Annex Building</u> Ground + 2 Floors	21,375 sq.mtr.	Owned

Note: There may be marginal variation in area on either side. No extra claim will be entertained for variation in area of any buildings.

**SCOPE OF WORK**

The bidders are required to provide following services:

- Female Visitor Management Operator/ Receptionist
- Lift Operator/ Man
- Fire Man
- Office Attendant/ Courier Boy
- Control Room Operator

The brief details of scopes of services are mentioned below:

S. No.	Nature of Services	Frequency
1	<p><b><u>Visitor Management Operator/ Receptionist – 2 Nos. (Skilled, Female):</u></b></p> <ul style="list-style-type: none"> <li>• Providing receptionist (female) from 9:30 AM to 05:30 PM (with adjustable weekly off).</li> <li>• Minimum educational qualification graduation with fluency in English, Hindi and Marathi.</li> <li>• Must have a fair knowledge of working on computer and able to adapt with the changes in computer software / technology, if any required by the Bank. Good communication skill to receive guests at counters.</li> <li>• Will be in-charge of all the counters, personnel etc.</li> <li>• Must ensure smooth functioning of the Visitor Management System (VMS).</li> </ul>	Daily
2	<p><b><u>Lift Operator – 3 Nos. (Semiskilled, Male):</u></b></p> <ul style="list-style-type: none"> <li>• Providing semiskilled trained persons to handle the lifts including the freight lift on all working days of the Bank in two shifts including Sunday and Bank Holiday (as per the requirement of the bank which will be intimated to them in advance).</li> <li>• Must have basic knowledge and training of rescue procedures in case of any mechanical failure of lifts.</li> <li>• Able to communicate in English, Hindi, and Marathi.</li> <li>• Age group of 25 to 45 years.</li> <li>• Ensuring proper cleaning and periodical servicing of all lifts by the respective agencies.</li> <li>• Checking of all fittings and fixtures for its uninterrupted operations.</li> <li>• Keeping close watch over the performance / functioning of Lift and any abnormal function / defects / erratic performance to be reported to the Engineer-in-Charge and Service Contract Agency.</li> <li>• Maintaining of complaints register.</li> <li>• Switch off the standby lift power supply during off-peak hours to save energy.</li> <li>• Follow up with the OEM for any repair to make it operational.</li> <li>• Any other services related to the job assigned by Employer</li> </ul>	Daily

3	<p><b><u>Fire Man – 4 Nos. (Semiskilled, Male):</u></b></p> <ul style="list-style-type: none"> <li>• Providing semiskilled fireman, having certificate from Maharashtra Fire Service Academy, Santacruz or equivalent with Six months training with a minimum qualification of 10<sup>th</sup> pass and minimum 2 years' experience in a similar establishment, on all working days of the Bank in three shifts including Sunday and Bank Holiday (as per the requirement of the bank which will be intimated to them in advance).</li> <li>• Testing / starting all the fire pumps on each shift.</li> <li>• Checking Diesel engine batteries are properly charging.</li> <li>• Checking Diesel engine fire pump diesel level, if less arrange for filling the same.</li> <li>• Maintaining the record of testing &amp; report to control room.</li> <li>• Checking fire tank water level, if less arrange for filling the same.</li> <li>• Checking riser and report if any fault to fire officer.</li> <li>• Assisting other maintenance staff of the hydrant &amp; sprinkler for repair / maintenance.</li> <li>• Checking the fire alarm system by opening manual call point.</li> <li>• Checking of position of fire extinguishers and its servicing/refilling due date.</li> <li>• Any other services related to the job assigned by Employer</li> </ul>	Daily
4	<p><b><u>Office Attendant/ Courier Boy – 20 Nos. (Unskilled):</u></b></p> <ul style="list-style-type: none"> <li>• Providing semiskilled persons, having education qualification minimum 10+2 and having basic knowledge of computer, on all working days of the Bank in two shifts including Sunday and Bank Holiday (as per the requirement of the bank which will be intimated to them in advance).</li> <li>• Ability to receive incoming mail through courier / post, issue receipts and deliver throughout the building against acknowledgments.</li> <li>• Providing unskilled persons for handling the movement of visitors.</li> <li>• Preferably able to communicate in English, Hindi, and Marathi.</li> <li>• Any other services related to the job assigned by Employer</li> </ul>	Daily
5	<p><b><u>Control Room Operator – 3 Nos. (Skilled):</u></b></p> <ul style="list-style-type: none"> <li>• Graduate + 6 months course from SFTC (State Fire Training Centre) Govt. of Maharashtra or any other relevant institute recognized by Govt. of Maharashtra and minimum 2 years work experience in fire safety in a high-rise building with knowledge of computer, security and safety will be preferred.</li> <li>• Preferably able to communicate in English, Hindi, and Marathi.</li> <li>• Provision of experienced Control Room Operator with adequate/desired experience in the similar building to perform duties entrusted to them, shall be fully conversant with Bombay Fire Brigade rules and regulations and be in proper uniform at all times.</li> <li>• Any other services related to the job assigned by Employer</li> </ul>	

**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.

- ii. Wherever the duty hours of the respective Employee/workman/Technician etc. mentioned above is exceeding 8 Hours, it will be sole responsibility of the Contractor to ensure relief arrangements and to quote their rates accordingly.
- iii. The Contractor has to provide Uniform (displaying contractor's name) approved by the Employer, Shoes, hand gloves, personal protective equipment, necessary tools, etc. to all their staff members.
- iv. Contractor shall be responsible for different dress codes for various categories to be maintained / ensured as per Employer's requirement.

**DRAFT AGREEMENT FOR PROVISION OF FACILITATOR SERVICES**

This Agreement for provision of Facilitator Services (Agreement/Contract) is made at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

BETWEEN

**State Bank of India**, a Statutory body constituted under the State Bank of India Act, 1955 and having its Local Head Office at 'Synergy', C-6, BKC, Bandra East, Mumbai - 400051, India, acting through its branch/ DEPARTMENT \_\_\_\_\_ (hereinafter referred to as the '**Bank**' and /or '**SBI**' which expressions shall include its successors and assigns) of the ONE PART.

AND

\_\_\_\_\_, a Proprietorship concern / Partnership firm / a company registered under the provisions of Companies Act, 2013 *{strike off whichever is not relevant to the context}* having its registered office at \_\_\_\_\_ represented herein by its Authorised Signatory \_\_\_\_\_ (Hereinafter referred to as the "**Contractor**" and/or "**Service Provider**" and/or "**Vendor**" which expressions shall include its successors and permitted assigns) of the OTHER PART

WHEREAS the Bank intended to engage a vendor for providing Facilitator Services (the Services) at their premises located at \_\_\_\_\_, more particularly described in the schedule attached hereto and had invited offers / tenders from eligible vendors/ Contractors vide RFP/ tender notice id No. \_\_\_\_\_ dated \_\_\_\_\_ (RFP/Tender/Tender Document).

AND WHEREAS, the Contractor is engaged in the business of providing Facilitator Services and has participated in the said tendering process / expressed their desire to offer the services in pursuance of the tender. After screening of tender documents (Technical Bids) received and completion of Financial Bids process, the Contractor / Service Provider has been declared as the 'Successful Bidder' AND accordingly the Contractor / Service Provider has agreed to render the services for valued consideration strictly in accordance with the terms and conditions of the Tender and in accordance with the terms and conditions of this Agreement.

AND WHEREAS in pursuance to the acceptance of the bid of the Contractor, both the parties to this agreement are desirous of recording the terms and conditions upon which the services are to be rendered by the Contractor. The Bank and the Contractor are collectively referred to as the "Parties" and are individually referred to as a "Party." The singular includes the plural and vice versa. Reference to any gender includes each other gender.

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

1. That the Contractor/ Service Provider hereby agrees to render the Facilitator Services, at Sites, detailed at Annexure - '**Q**' of the RFP document.



2. It is hereby agreed between the parties that, all the entire RFP viz Tender Notice, General Condition of the Contract and Instructions to the Bidders, Special Instruction, Terms and Conditions, Work Order, and all correspondence, which has taken place between the parties as regards the Services, shall form part and parcel of this agreement and the Contractor hereby agrees to abide by the same.

3. The Bank will pay to the Contractor ₹ \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) plus applicable GST per month, subject to rendering satisfactory services and delivering goods to the satisfaction of the Bank. The Service Provider shall provide a clear description quantifying the service element and goods element in the invoices generated by them. The Bank reserves its unfettered right to deduct any penalty / reduce the payment for the services not rendered / goods not delivered as per the terms of the Tender Document / Work Order/Agreement and the decision of the Bank in this regard will be final. The charges payable to the Contractor/ Service Provider will not include the Goods & Services Tax but shall be 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. This agreement shall be valid for the period of 2 (two) years with effect from \_\_\_\_\_ to \_\_\_\_\_ subject to satisfactory performance by the Service Provider. In case of any breach of contract by the Vendor or in the event of the Service Provider not fulfilling the minimum requirements/statutory requirement/satisfactory services etc under the Tender/Agreement., SBI may terminate the contract forthwith on its own discretion any time in addition to invoking the Performance Bank guarantee/forfeiting the performance security amount deposited by the Contractor in terms of the tender as well as initiate necessary action as deemed fit including de-panelling the Contractor / Service Provider solely at the discretion of the SBI.

5. The Contractor / Service Provider has quoted the rates after duly considering the prevailing rates of minimum wages and other mandatory allowances / statutory components, prescribed statutorily for Mumbai, Maharashtra and the rates / charges quoted by the Vendor shall remain fixed and valid for the entire contract period from the date of commencement of work and no escalation / price increase, whatsoever will be considered during this period.

6. The Contractor will always maintain on its/his roll sufficient numbers of employees / facilitator (as indicated in the Tender documents), 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 of age and more than 50 years of age for workmen and up to age of 55 years for Supervisors. The Contractor undertakes to get the antecedents of all his/its employees verified from the police authorities before being deployed at the Bank's premises and also obtain their proof of identity and residence proof and provide copies of the same to the Bank. The Contractor will be liable to maintain necessary employee strength on the Bank's site, considering the absentees / leaves of the employees. The Contractor / Service Provider will provide the Bank with the list of the employees deployed at the site of the Bank with their complete address from time to time.

7. The Contractor will at its/his own expense get the medical examination done of the employees engaged by him, once in a year and retain on record the medical reports and ensure

that, the employees deployed at the site of the Bank are not suffering from any contagious/virulent diseases or other adverse medical conditions. No extra payment will be made by the Bank for conducting such medical examination.

8. 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 alcohol / consume any narcotics / liquors/ psychotropic substances at the Sites.

9. The Contractor / Service Provider will strictly comply with all the applicable labour and such other statutory laws pertaining to the engagement of the employees / facilitator and the Contractor will be solely responsible for the acts of the employees and facilitator engaged by him. The Contractor will suitably insure the employees engaged by him against risk of occupational hazards / personal injuries and provide the copies of such insurance policies to the Bank from time to time.

11. The Contractor will be responsible for the employment, training, allocation of duties of the employees / facilitator engaged by him. Only the Contractor will have the right to control, give directions and manage the employees engaged by him and the Bank shall have no control whatsoever as regards the employee / facilitator.

12. The Contractor shall maintain proper Attendance Registers and provide New Uniforms (with Service Provider's name badge) and photo ID Card, Safety Shoes, 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 ensure to replace the worn-out uniforms / safety equipment, as and when deemed necessary.

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

14. The Contractor 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 will meet the Bank's 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. The Contractor shall be duty bound to carry out the suggestions / observations done by the Bank's 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 incurring any liability and the Bank will also not be responsible for any loss arising out of termination of the contract.

16. The parties agree that this contract is only for the purpose of rendering Facilitator Services and is not intended or by any means be construed that, the Contractor would supply contract labour to the Bank. By this contract, it is not intended to create any employer-employee relationship, or a partnership / joint venture between the parties. The persons employed by the Contractor will always remain the employees of 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. TERMINATION:

**A. TERMINATION FOR DEFAULT:**

The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:

- (a) If Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Agreement, or any extension thereof granted by the Bank.
- (b) If Service Provider fails to perform any other obligation(s) under the RFP/Agreement.
- (c) On happening of any termination event mentioned in the RFP/Agreement.

Prior to providing a written notice of termination to Service Provider under clause 34.A.(i). (a) and 34.A.(i). (b) of *General Conditions of the Contract*, the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.

If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.

During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation.

The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.

In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to

the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.

#### **B. TERMINATION FOR INSOLVENCY:**

The Bank may at any time by notice in writing summarily terminate the contract without compensation to the Service Provider in any of the following events, that is to say:

- a. If the Service Provider being an individual or a firm: Any partner in the Service Provider's firm, is 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
- b. If the Service Provider being a company: It has passed a resolution, or the any court / forum has made an order for its liquidation or a receiver or manager on behalf of the debenture holder has been appointed or such circumstances shall have arisen entitles the court / forum or debenture holders to appoint a receiver or manager.

#### **C. TERMINATION FOR CONVENIENCE:**

The Bank, by written notice of not less than 90 days (60 day's notice period and 30 days cure period), may terminate the Contract, in whole or in part, for its convenience. Provided that the same shall not be invoked by the Bank before completion of half of the total Contract period.

In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination

In the event of termination of the Agreement for material breach by Service Provider, Bank shall have the right to give suitable publicity of the same including advising the Indian Bank's Association.

18. The Contractor undertakes, accepts, and admits 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 obligations, duties and responsibilities and liabilities (including insurance policy).

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

(ii) All facilitator / employees of Service Provider working as regards the services in question, should be covered under the insurance for a sum of ₹ 5 lac each, for any type of accident / incidence.

20. After completion of each month, the Contractor will submit his/its bills to the Bank along with copies of the records / registers showing that, the Contractor has paid the salary to his employees and paid their statutory dues in accordance with the prevailing laws/wages. The Bank will scrutinize the bills and if found in order shall process the same for payment within a period of 30 days. No advance payments will be made to the Contractors for any reason whatsoever.

21. The Bank may withhold payment of any product/services that it disputes in good faith and may set-off penalty amount or any other amount as solely determined by the Bank, which Service Provider owes to the Bank against amount payable to Service Provider under this Agreement. If there are any complaints or the Bank observes that the services rendered by the Contractor are sub-standard or not as per terms and conditions mentioned in the tender/Agreement, the Bank will have sole right to deduct appropriate penalty/reduce the charges as it deems fit, before making payments to the Contractor, without assigning any reasons thereof and the decision of the Bank in this regard will be final and binding on the Contractor and the Contractor hereby agrees to not to dispute/question the same in any manner. Penalty or damages, if any, recoverable from Service Provider shall be recovered by the Bank through a credit note or revised invoices. In case Service Provider fails to issue credit note/ revised invoice, the Bank shall have right to withhold the payment or set-off penal amount from current invoices.

22. In the event the Contractor fails / neglects to fulfil his/its obligations on any day or for a specific number of days, to the satisfaction of the Bank for any reason, whatsoever it may be, the Bank will levy the penalty as well as Liquidated damages as per the terms and conditions mentioned in the Tender Documents, which however shall be without prejudice the absolute right of the Bank to terminate this contract and recover further damages.

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 appropriate civil remedy with the competent civil courts located at Mumbai, India. However, prior to approaching the Civil Courts, 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 be referred to the Competent Civil courts as mentioned above.

(ii) Pending adjudication of the dispute by the Civil Court, the parties shall, except in the event of termination of this contract or in the event of any interim order/award is granted by the Civil Court, continue to perform their obligations under this contract.

24. The Bank will deduct all the taxes deductible at source as per prevailing laws 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/Authority and if such department/Authority raises a demand on the Bank to pay such taxes, the Bank will make the payment of the same 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 relevant and applicable licenses, clearances, certificates from the appropriate authorities under the Contract Labour (Regulation and Abolition) Act, 1950 and rules framed thereunder. The Contractor will also 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 of the Contractor, the Contractor will have to sort out such disputes at their end, without the Bank incurring any liability thereof. The Contractor will also display all the charts, notices etc., at the workplace which are mandatory as the Contract Labour (Regulation and Abolition) Act, 1950 and other applicable laws.

26. The Contractor shall in terms of the provisions of the Section 17, 18 and 19 of the Contract Labour (Regulation and Abolition) Act, 1950 and rules framed thereunder, provide the slated amenities to the employees employed by him. In case the Contractor fails / neglects to provide such amenities, the Bank will provide such amenities and the 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 the services to the Bank.

27. In terms of Rule 72 and 73 of the Contract Labour (Regulation and Abolition) Act, 1971, in case the same is applicable to the Contractor, the Contractor undertakes to disburse by bank transfer to the employees' / facilitator's bank accounts, the minimum wages payable in the presence of the authorised representative of the Bank and obtain due certification from such authorised representative. Any violation of the aforesaid provisions of the law will entail the termination of the contract in addition to such other penal consequences.

28. Notwithstanding anything to the contrary in this contract, the Contractor shall not subcontract or assign its rights/duties under the Agreement to any third party to perform any of its obligations hereunder and in the event of such violation, the Bank reserves its right to terminate the present contract without prejudice to its other rights and remedies under the Tender/Agreement.

29. Notwithstanding anything contained in the presents, the Contractor shall be responsible for the loss caused to the Bank due to any theft/ pilferage and / or damage to 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/it for rendering the Services.

30. If any act/ ordinance / rules or statute prohibits employment of contract labour for the Services as envisaged in the presents or otherwise, this 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.

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 the duly authorized representatives of both Parties and such changes will form 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 forthwith remove its employees / machines deployed at the premises of the Bank and will duly hand over the machines / equipment's, if any provided to the Contractor by the Bank in working condition, subject to normal wear and tear.

36. The Contractor do hereby undertake to indemnify and hold harmless SBI and its employees against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included), prosecution, other legal suits or claims which may arise due to its breach/non-performance of terms and conditions of these presents and which directly arise out of any accident taking place at the site and which is directly attributable to non-adherence / negligence of safety norms, not adhering to the standard work procedures and for violating rules and regulations by the vendor for which the Service Provider / Contractor will be solely responsible.

37. **FORCE MAJEURE:**

Notwithstanding the provisions of terms and conditions contained in this RFP, neither party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.

For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

If a Force Majeure situation arises, Service Provider shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services rendered up to the date of the termination of the Agreement.

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 and its employees 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 SBI. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of nondisclosure 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. Both Parties hereby represents and warrants that they have requisite power and authority to enter 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 is an enforceable obligation of each Party.

40. The Service Provider shall be solely responsible for full compliance with the provision of the "Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013"

In case of any complaint of sexual harassment against its facilitator/employee(s), the complaint will be filed before the Internal Complaints Committee constituted by the Service Provider and the Service Provider shall ensure appropriate action under the said Act in respect to the complaint.

Any complaint of sexual harassment from any aggrieved employee of the Bank against any employee(s) of the Service Provider shall be taken cognizance of by the Bank.

The Service Provider shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Service Provider, for instance any monetary relief to the Bank's employee, if sexual harassment / violence by the employee of the Service Provider is proved.



The Service Provider shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues”.

41. The Bank reserves the absolute 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.

42. Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this Agreement will not automatically operate as a waiver of such right, power or remedy or any other right, power or remedy and no waiver will be effective unless it is in writing and signed by the waiving Party. Further the waiver or the single or partial exercise of any right, power, or remedy by either Party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.

43. Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.

44. Notwithstanding anything contrary provided in this agreement, all the terms and conditions and obligations to be complied with and discharged by the vendor in terms of the RFP/Tender no \_\_\_\_\_ dated \_\_\_\_\_ shall be binding upon the vendor as if such terms and conditions and obligation constitute an integral part of this agreement. Any default or breach of those terms and conditions by the vendor will be constituted as a default breach of this agreement by the vendor. In the event of any conflict or inconsistency between this Agreement and the RFP/Tender, the terms of RFP/Tender shall prevail.

46. 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 fully 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

1.

2.

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

(Site specific format shall be approved by the Bank 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. \_\_\_\_\_ Date:

**To**

The .....

State Bank of India,

.....

.....Dear Sir,

**BANK GUARANTEE OF ₹ \_\_\_\_\_ TOWARDS SECURITY DEPOSIT FOR PROVIDING FACILITATOR FOR VISITOR MANAGEMENT SERVICES, COURIERS SERVICES AND FIREMEN SERVICES FOR STATE BANK OF INDIA, LOCAL HEAD OFFICE, BANDRA KURLA COMPLEX, MUMBAI.**

WHEREAS (Name and address of service provider/ vendor) (hereinafter called the Service provider) have entered into contract (for providing Facilitator Services for ..... ) with State Bank of India as mentioned vide letter no..... dated .....and the correspondence and tender relating thereto which is hereinafter referred to as "the said contract" the Service provider has now agreed to produce a Bank Guarantee amounting to 5% of the total contract value of ₹..... (Rupees ..... only), to State Bank of India..... for performing their part of the contract obligations.

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

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

of India ..... under the said contract up to a maximum amount of ₹ ..... (Rupees.....only).

In case the amount demanded by State Bank of India..... s not paid within 24 hours of receipt of demand, the Guarantor agrees to pay the aforesaid amount of ₹...../- (Rupees .....only).

Such payment shall be notwithstanding any right the service provider may have directly against State Bank of India ..... or any disputes raised by the Service provider with State Bank of India ..... or any suits or proceedings pending in any competent court or before any arbitrator. State Bank of India's written demand shall be conclusive evidence to the Guarantor that such payment is payable under the terms of the Contract and shall be binding in all respect on the guarantor.

The Guarantor shall not be discharged or released from the undertaking and Guarantee, by any arrangement, variations made between State Bank of India and the Service provider and or indulgence shown to the service provider by State Bank of India, with or without the consent and knowledge of the guarantor or by alterations in the obligations of the service provider 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 service provider or until discharged by State Bank of India 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 State Bank of India .....

This guarantee shall not be affected by any change in the constitution of the service provider, 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 State Bank of India 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 serviceprovider by operation of law and shall cease only on payment of the full amount by the Guarantor to State Bank of India of the amount hereby secured.

This guarantee shall be in addition to and not in substitution for any other guarantee or security for the service provider given or to be given to State Bank of India 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 State Bank of India 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 ₹ ......

This guarantee will remain valid up to ..... 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 authorized 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 Bank prior to its execution)

THIS DEED OF INDEMNITY BOND executed at Mumbai on this ..... day of ..... month of year Two Thousand and ..... (20....) by M/s .....duly represented by proprietor / one of its partners / directors Shri / Smt / Miss ....., aged ..... years, son of Shri ..... residing at ..... (hereinafter referred to as “the Service provider”)

In favor of State Bank of India, having its Local Head Office at BKC, Bandra East, Mumbai.

Whereas State Bank of India has invited tenders from the service providers for Tender for Providing ..... Facilitator ..... Services at .....

The Service provider has become successful in securing the subject work through competitive tendering and the work specified in the tender documents has been awarded in favor of Service provider by State Bank of India vide their letter .....

And whereas as per tender documents, the Service provider must enter into a Contract Agreement with State Bank of India and execute an Indemnity Bond before starting the work. The Service provider has entered into Contract Agreement with State Bank of India on ..... (hereinafter referred to as “the Contract”).

In consideration of State Bank of India having awarded the above said Contract, the Service provider hereby undertake to indemnify and keep harmless the State Bank of India 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 Service provider shall be solely responsible.

Further, Contactor hereby indemnifies and keep State Bank of India 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 Service provider.

**Signature of Service provider with seal**



**STATE BANK OF INDIA**

**LOCAL HEAD OFFICE**

3rd Floor, SBI Local Head Office, Synergy Building,  
Bandra Kurla Complex, Bandra, Mumbai 400 051

**Tender Part – II**  
Price Bid

**TENDER FOR PROVIDING FACILITATOR FOR VISITOR MANAGEMENT SERVICES,  
COURIERS SERVICES AND FIREMEN SERVICES FOR STATE BANK OF INDIA, LOCAL HEAD  
OFFICE, BANDRA KURLA COMPLEX, MUMBAI**

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

**Address:** .....  
.....

**GSTIN:** .....

## **STATE BANK OF INDIA**

3rd Floor, SBI Local Head Office, Synergy Building, Bandra Kurla Complex, Mumbai

### **TENDER FOR PROVIDING FACILITATOR FOR VISITOR MANAGEMENT SERVICES, COURIERS SERVICES AND FIREMEN SERVICES FOR STATE BANK OF INDIA, LOCAL HEAD OFFICE, BANDRA KURLA COMPLEX, MUMBAI**

#### **TENDER PART-B (PRICE BID)**

#### **IMPORTANT INSTRUCTIONS TO THE BIDDERS:**

The Bidders are advised to note and ensure compliance of the following while quoting their rates:-

1. The rates quoted shall be inclusive of all Taxes/levies/charges but **excluding GST.**
2. If at any stage of work it is found that the Contractor is not paying minimum wages to the workers, the SBIIMS/SBI reserve rights to discontinue services as per terms of contract.
3. The quote should includes prescribed minimum wages per month inclusive of all statutory requirements as per the Minimum Wages Act of 1948.
4. Please note that the rates 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.
5. All payment shall be subject to Statutory drductions towards TDS etc. as applicable during currency of contract.
6. Monthly payment to the manpower employed by the contractor must be paid either through cheque or by crediting in their Bank accounts and copy of payment details must be enclosed along with the monthly bill raised by the contractor to the Bank.
7. The contractor should enclose the copy of the details of monthly wages payment, EFP, ESI and other statutory component along with the monthly bill raised to the Bank.
8. Manpower for fire services, control room operator and lift attendant includes relivers cost.

SIGNATURE OF CONTRACTOR WITH SEAL

NAME

ADDRESS

**STATE BANK OF INDIA**

3rd Floor, SBI Local Head Office, Synergy Building, Bandra Kurla Complex, Mumbai

**TENDER FOR PROVIDING FACILITATOR FOR VISITOR MANAGEMENT SERVICES,  
COURIERS SERVICES AND FIREMEN SERVICES FOR STATE BANK OF INDIA, LOCAL  
HEAD OFFICE, BANDRA KURLA COMPLEX, MUMBAI**  
(Price Bid)

**SUMMARY OF PROJECT COST - LHO, MUMBAI**

LHO, MUMBAI:- AREA OF PREMISES : 21,400 SQ.MTR.

<b>S. No.</b>	<b>Description</b>	<b>Reference</b>	<b>Amount</b>
1	Cost of Manpower	Price Schedule-1	
2	Contractor's Profit and Supervision charges alongwith charges towards Uniform, Shoes, Seasonal Outfits, Aprons, etc.		
3	Total Monthly Charges (In Figure) Sub Total	(A)	
4	Annual Charges (In Figure) Sub Total	B=AX12	

Total Annual Charges (In Words): Rupees. ....  
.....

SIGNATURE OF CONTRACTOR WITH SEAL

NAME

ADDRESS



**STATE BANK OF INDIA**

3rd Floor, SBI Local Head Office, Synergy Building, Bandra Kurla Complex, Mumbai

TENDER FOR PROVIDING FACILITATOR FOR VISITOR MANAGEMENT SERVICES, COURIERS SERVICES AND FIREMEN SERVICES FOR STATE BANK OF INDIA, LOCAL HEAD OFFICE, BANDRA KURLA COMPLEX, MUMBAI

**MANPOWER COST (LHO, MUMBAI) : PRICE SCHEDULE-1**

S. No.	Category	Type	Manpower Required	Min. Wages Per Worker Per Day Considered As Per Latest Circular of Central Government for Minimum Wages			Statutory Components				Total Minimum Wages Per Day Quoted by the Vendor including other statutory obligations/compliance as per minimum wages act	Total Monthly Wages in (RS.) considering 26 working days
				Basic	DA	Total of Basic + DA	EPF @ 13% of (7)	ESI @ 3.25% of (7)	Bonus @8.33% of (7)	Leave Coverage @ 6.75% of (7)		
1	2	3	4	5	6	7	8	9	10	11	(12) =(7+8+9+10+11)	(13) = (4) X (12) X 26 days
1	Control Room Operator	Skilled	3				-	-	-	-		
2	Lift Operator	Semi Skilled	3				-	-	-	-		
3	Fireman	Skilled	4				-	-	-	-		
4	Office Attendant	Skilled	20				-	-	-	-		
5	Female Visitor Management Operator/ Receptionist	Skilled	2				-	-	-	-		
	<b>TOTAL</b>		<b>32</b>									

**\*\* Note:**

1. In case, the rate quoted under column (k) is less than the Minimum Wages evaluated in column (j) of wages charges for Manpower (A), the tender shall be summarily disqualified.
2. If the amount quoted by the bidder in the Price Bids is unreasonable/unrealistic or with Zero Profit Margin, based on the statutory payments or otherwise, the SBIIMS reserves the right to reject such bids.
3. Contractor to submit a copy of the latest Circular published by the competent authority in support of minimum wages prevailing as per Central Govt. applicable for public sector banks and conceded by them in their Quote.