



NIT No. :
GEM/2024/B/4898933....

e-TENDER

**STATE BANK OF INDIA
ADMINISTRATIVE OFFICE, GANDHINAGAR**

TWO BID TENDER SYSTEM THROUGH E-TENDERING PROCESS

TECHNICAL BID FOR PREQUALIFICATION

TENDER IS INVITED BY STATE BANK OF INDIA, ADMINISTRATIVE OFFICE, GANDHINAGAR FOR HOUSEKEEPING AND FACILITY MANAGEMENT SERVICES FOR ADMINISTRATIVE OFFICE BUILDING GANDHINAGAR, SECTOR 10B, OPPOSITE NEW SACHIVALAYA, GANDHINAGAR, GUJARAT - 382010 AND DIRECT BRANCHES UNDER ADMINISTRATIVE OFFICE, GANDHINAGAR.

Name of tenderer:
Address:.....
.....
.....
GSTINNo.:.....
Landline:.....
Mobile :.....
E mail id:.....

CONTACT DETAILS:

**CHIEF MANAGER (HR & ADMIN)
STATE BANK OF INDIA
ADMINISTRATIVE OFFICE, GANDHINAGAR
SECTOR 10B, OPPOSITE NEW SACHIVALAYA
GANDHINAGAR, GUJARAT – 382010**

Last Date for Submission of Technical Bid 24/05/2024 **by 12.00 P.M.**

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NOTICE INVITING TENDER (NIT)

The State Bank of India (SBI) (hereinafter referred to as the 'Bank'), a body corporate constituted as per the provisions of the State Bank of India Act, 1955 having its Corporate Centre at Madame Cama Road, Mumbai-400021 and among others one of its Administrative Office at Gandhinagar through its HR & Admin Department invites E-Tenders From the eligible Bidders for providing housekeeping and facility management services for Administrative Office building Gandhinagar, Sector 10B, Opposite New Sachivalaya, Gandhinagar, Gujarat - 382010 and direct branches under Administrative Office, Gandhinagar **for a period of two years extendable to two more years from the date of empanelment subject to Bank's requirement and extant instructions.**

DETAILS OF NIT AND SCHEDULE OF IMPORTANT DATES

Name of Work	Empanelment of Service Providers for Housekeeping and Facility Management Services for Administrative Office building Gandhinagar, Sector 10B, opposite New Sachivalaya, Gandhinagar, Gujarat - 382010 and direct branches under Administrative Office, Gandhinagar	
Nature of the Tendering	Two Bid Concept Comprises of Technical bid and Financial bid	
Period of Empanelment	Two years extendable to two more years from the date of empanelment subject to Bank's requirement and extant instructions.	
Website For Downloading Technical documents	https://www.sbi.co.in under the link "SBI in the News" → Procurement news "Procurement News" and GeM Portal. (GEM/2024/B/4898933)	
Availability of tender documents (Technical Bid and Price Bid) in SBI Website/GeM portal for downloading	...04/05/2024.to 24/05/2024.	
Method of submission of Tender Documents	Online	
Last date & time for submission of online Technical Bid along with other documents as specified in the tender and Price Bid.	Date	On or before 24/05/2024
	Time	Upto 12:00 PM
	Note:It is sole responsibility of the bidder to ensure submission of their online bid on or before stipulated date and time. SBI shall not entertain any bids received late due to any delay on account of connectivity or any other issues.	

Bidder Contact Details	Bidder to provide following Information: - a) Name of the Company/Firm/Proprietor Authorised Representative b) Mailing address with Pin Code c) Telephone number and Fax number d) Mobile Number e) e-Mail	
Earnest Money Deposit (EMD)	Rs.2,50,000/- (Rupees Two Lakhs and Fifty Thousand only) by DD or Banker's Cheque in favour of State Bank of India, Administrative Office, Gandhinagar	
Security Deposit (SD)	The successful Bidder whose tender is accepted by SBI shall be bound to deposit a sum equivalent to 5% of accepted " Annual Contract Value " including EMD as Security deposit in the form of Banker's Cheque / Demand Draft issued by any Nationalised /Scheduled Bank favouring " STATE BANK OF INDIA " PAYABLE AT GANDHINAGAR . The bidder may choose to deposit the said Security Deposit (SD) in the form of Bank Guarantee (BG) of equivalent amount issued by any Nationalized /Scheduled Bank as per the SBI approved format.	
Date and Time for Pre-Bid meeting	...09/05/2024.. at 1100 hrs (11AM)	
Address at which pre-bid meeting is to be conducted	Chief Manager (HR & Admin) State Bank of India Administrative Office, Gandhinagar Sector 10B, Opposite New Sachivalaya Gandhinagar, Gujarat Pin - 382010 Phone No.: 079-23249101 E-mail id: cmhradm.gao@sbi.co.in	
Date, Time, and Place of opening of Technical Bid	Date	24/05/2024 at above address
	Time	12.30 PM
	Note: Representatives of Bidder may be present during opening of Technical Bid. However, Technical Bids would be opened even in the absence of any or all of the bidders representatives.	
Financial bid submission	Method	Online
	Date and Time	Will be intimated later to eligible bidders through emails
	Note: Only technically qualified bidders are eligible to submit online price bid.	

Date, Time, and Place of opening of Financial-Bid	On a subsequent date which will be communicated to eligible bidders through email/telephone.
Validity for offer	90 days from the date of opening of Price Bid.
Date of Commencement of Work	Within seven days from the date of issue of the Work Order.
Period of Honouring Payment Certificate	15 days from the date of receipt of bill (excluding Sunday and Public Holidays) to submitted on or before 7th of each month.
Insurance	As per insurance clause of the tender document.
Insolvency	Latest solvency certificate worth Rs.50 Lakhs to be submitted by successful bidder(s).
Contact details of Officials concerned for any clarification	Chief Manager (HR & Admin) State Bank of India Administrative Office, Gandhinagar Sector 10B, Opposite New Sachivalaya Gandhinagar, Gujarat, Pin - 382010 Phone No.: 079-23249101 E-mail id: cmhradm.gao@sbi.co.in

Note:

- Full address with phone no. of the applicant should be written on the sealed covers. No deviations from the offer conditions are acceptable.
- In case the date of opening of NIT is declared a holiday, the NITs will be opened on the next working day at the same time and venue.
- The Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this NIT.
- Please also note that further Addendum / Corrigendum will only be published on Bank's website/GeM portal.
- Any addendum/corrigendum as well as clarification thus issued shall be a part of the tender documents and it will be assumed that the information contained in the amendment would have been considered by the tenderer in its tender submission.
- The intending bidders are categorically advised to submit the tender documents strictly in the attached formats only.
- Bid should be typed and submitted on A4 size paper [font times Ariel 12], spirally bound securely and in serial order.
- All pages of the Bid document should be serially numbered and shall be signed by the authorised person(s) only.
- The Bidder 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 information required should be neatly filled/typed in **each column and row** of the Formats.
- The application form, appendices & annexures should be filled in all aspects.
- Tenderer shall fill in all the required particulars in the blank space provided for this purpose in the tender documents.
- Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) them in full.
- Tenders received with “**partly filled formats**” not containing desired information in each column /point/row of various annexures shall be treated as **INCOMPLETE** and such applications shall be summarily rejected without any reference to the bidder and at the bidder’s risk and responsibility.
- Tender documents without seal and signature of the authorized representative of bidder are liable to be rejected.
- The Bidder requiring any clarification on the bidding documents should submit written queries as mentioned in the NIT.
- Bidder responding to this Tender shall submit covering letter included with the bid and compliance certification statement required for submission of a proposal.
- At any time prior to the deadline for submission of bids, the Bank may modify or alter the bidding document by issuing an amendment.
- All entries in tender documents should be in one ink, preferably blue colour. All cancellation and insertion should be duly signed by tenderer concerned with proper indication of the name designation and address of the person signing.
- Bids received after the stipulated date and time will not be considered.
- The Bidder shall ensure that they are fully conversant with the premises in question as well as with the business activities thereat and its related manpower requirements for the work specified.
- Any incomplete tender documents and tender documents without the required supporting documents are liable to be rejected summarily. The Bank reserve the right to permit at its discretion to allow the bidder to rectify/ correct any minor discrepancies within the given time.
- The eligibility criteria documents must be accompanied by self-attested copies of the relevant documents.
- The Bank reserves the right to require production of original documents for verification.
- Evaluation will be done based on the documents submitted along with the bid without any further reference to the Applicant.
- The Bank will scrutinize all valid bid responses received within the stipulated time. Based on the eligibility and other prescribed qualifications, the Bank may empanel such number of Service Providers, as may be deemed fit.

- *The applicants are categorically advised to refrain from mentioning the remark “AS PER ATTACHEMENTS/ENCLOSURES” in their applications and annexures to avoid rejection of their applications.*
- ***Conditional tenders shall be summarily rejected.***
- *The bidders registered as MSME must enclose Udyam Registration Certificate and for availing exemption to deposit EMD.*
- *No employee of SBI shall be engaged by the Service Provider while carrying out the works.*
- *No Sub-Contracting will be permitted.*
- *This NIT document is not an agreement and is not an offer or invitation by the Bank to any parties other than the applicants who are qualified to submit the bids.*
- *Bank takes no responsibility for documents received in open, torn, or mutilated conditions and is liable for rejection.*
- *The tender documents received after due date and time will not be entertained. Bank will not be responsible for late receipt due to postal delay, strikes, lock down or any other reasons.*
- *The Bank has the right to accept/reject any/all NIT at any stage without assigning any reasons.*

Chief Manager (HR & Admin)

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

Signature of the authorised person and Seal of Company/Firm

Name:

Place:

Date:

LETTER OF DECLARATION

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

CHIEF MANAGER (HR & ADMIN)
STATE BANK OF INDIA
ADMINISTRATIVE OFFICE, GANDHINAGAR
SECTOR 10B, OPPOSITE NEW SACHIVALAYA
GANDHINAGAR, GUJARAT, PIN - 382010
E-mail id: cmhradm.gao@sbi.co.in

TENDER FOR PROVIDING HOUSEKEEPING AND FACILITY MANAGEMENT SERVICES FOR ADMINISTRATIVE OFFICE BUILDING GANDHINAGAR, SECTOR 10B, OPPOSITE NEW SACHIVALAYA, GANDHINAGAR, GUJARAT - 382010 AND DIRECT BRANCHES UNDER ADMINISTRATIVE OFFICE, GANDHINAGAR.

Dear Sir,

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

a)	Description of work	Providing housekeeping and facility management services for Administrative Office building Gandhinagar, Sector 10B, Opposite New Sachivalaya, Gandhinagar, Gujarat - 382010 and direct branches under Administrative Office, Gandhinagar
b)	Earnest Money Deposit	Rs.2,50,000/- (Rupees Two Lakhs and Fifty Thousand only) Scanned copy of DD or Banker's Cheque to be uploaded along with other requisite documents. Only original DD/ Banker's Cheque to be submitted at above mentioned address on or beforeTender shall be summarily rejected if original DD/ Banker's Cheque is not received.
c)	Validity of Contract	For an initial period of two years extendable to two more years from the date of empanelment subject to Bank's requirement and extant instructions after expiry of initial period subject to satisfactory performance at the discretion of Bank.

2. Should this tender be accepted, I/we hereby agree to abide by and fulfil the terms and provisions of the said conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to SBI, the amount mentioned in the said conditions.
3. I/we have deposited Demand Draft / Banker's Cheque for a sum of **Rs 250000/- Two lac fifty 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 SBI may consider accepting our tender in part or whole or may entrust the work of housekeeping services for proposed building. We, therefore, undertake that we shall not raise any claim / compensation in the eventuality of Bank / SBI 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 per the 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. We have checked that no page is missing and all pages as per the index and check list are available and that all pages of tender documents submitted by us are clear and legible.
7. We confirm that our firm/company is not blacklisted by any Government /Semi Government /PSUs or by any MNCs.
8. We have noted to seal the tender documents properly before submitting the same. We have not made any modification/corrections/additions/deletions/alterations etc. in the tender documents presented by the Bank and downloaded from web by us. In case at any stage later, it is found there is difference in our downloaded tender documents from the original and /or any documentation, SBI shall have the absolute right to disqualify / reject our Tender and debar us in participating in any future tenders of SBI without any prior intimation to us.
9. We have read and understood all the Terms & conditions, schedule of requirement and scope of work of the tender and accept the same. We undertake and confirm that all the information furnished in this tender is correct and true to the best of our knowledge and belief and we own full responsibility for its correctness and authenticity.

Signature of the Tenderer with Seal

INSTRUCTIONS TO THE TENDERERS

1. BROAD SCOPE OF WORK

Applicants who fulfil the eligibility and other terms and conditions mentioned herein alone shall apply in the prescribed format.

2. PURPOSE

Comprehensive Annual Maintenance Contract for Housekeeping and Facility Management Services such as Pest Control, Rodent Treatment, Catering, Cleaning, Management, Gardening, Electrical Maintenance, Mechanical, HVAC System, Plumbing & Sewerage, Landscape, Lifts and Escalator, Parking Management, Waste Management, Energy Management & Conservation, etc. of full building of Administrative Office building Gandhinagar, Sector 10B, Opposite New Sachivalaya, Gandhinagar, Gujarat - 382010 and direct branches under Administrative Office, Gandhinagar. Scope of work details given as **Appendix 'A'**

3. INVITATION

a) The Bidders desirous of taking up the project for supply of above Services for SBI are invited to submit their Technical and Financial proposal online in response to this Tender. The criteria and the actual process of evaluation and subsequent selection of the successful Bidder (L1) will be entirely at Bank's discretion. We seek proposal from Bidders who have the necessary experience, capability & expertise to provide Housekeeping and Facility Management Services adhering to Bank's requirement outlined in this Tender.

b) This Tender document is not an offer by State Bank of India, but an invitation to receive responses from the Bidders.

c) No contractual obligation whatsoever shall arise from the Tender process unless and until a formal contract is signed and executed by duly authorized official(s) of State Bank of India with the successful Bidder.

d) The Bidders sought to submit the Bid covering letter along with documents as per **Annexure- 'A'**

4. ELIGIBILITY CRITERIA

The Applicant should be carrying on the business of providing housekeeping and facility management services. The Applicant should also fulfil the following **eligibility criteria**.

<u>SI No</u>	<u>Parameter</u>	<u>Proof to be enclosed</u>
a)	Must be Firm/Proprietary/Company registered as per Indian Companies Act / Indian Partnership Act / Limited Liability Partnership Act for providing Housekeeping and Facility Management Services	Copy of valid registration certificate from respective (Registrar of Company) RoC.

b)	Must have an office within Gujarat for last two years as on 30th March 2024 with landline telephone & email facility and should be physically manned during the office hours on all working days	Copies of landline telephone bills / valid lease agreement etc., in respect of the office
c)	Must have necessary registrations and respective licenses from Labour Department, Labour Enforcement Officer, Labour Welfare Fund, Professional Tax, and other Government Departments for compliance of all statutory/ Government requirements applicable to Housekeeping and Facility Management Services.	Copies of valid registration certificates from Competent Authorities.
d)	Compliance as to Central and State Labour Laws: Contract Labour (Regulation & Abolition) Act, 1970 Minimum Wages Act 1948 Payment of Bonus Act, 1965 Payment of Gratuity Act, 1972 Equal Remuneration Act, 1976 The Maternity Benefit Act, 1961 The Gujarat Labour Welfare Fund Act, 1953	Copies of respective valid Licenses and Certificates from Competent Authorities as required.
e)	Must have a valid certificate from ESI Corporation and should have been allotted with a code number by the ESIC.	Copy of valid registration certificate from respective Authorities and previous "Return of Contributions" (Form-5) submitted to the ESIC or a copy Electronic Contribution History Sheet submitted to the ESIC in case of online contribution.
f)	Must have a valid certificate under EPF & Miscellaneous Provisions Act 1952 and the Service Provider should have been submitting EPF contribution online.	Copy of valid registration certificate from respective Authorities and copy of the Electronic Challan – Cum - Return (ECR) for EPF contribution for a Wage Month not older than two months prior to the tender opening date.

g)	Must have experience of not less than three(3) years in providing Housekeeping and Facility Management Services to Public Sector Banks or Public Sector Undertakings or Govt. organization or Private institution of repute as on 30th March 2024 .	Copy of relevant work order or another supporting document
h)	Must have satisfactorily provided Housekeeping and Facility Management Services to at least two Public Sector Banks or reputed and scheduled Private Banks for the last two (2) years in Gujarat as on 30th March 2024	Copy of bills and nominal roll to be submitted
i)	Must have satisfactorily provided Housekeeping and Facility Management Services to Public Sector Banks or Public Sector Undertakings or Govt. organization or Private institution of repute for the last seven (7) years as under. a) Atleast a single work costing not less than Rs.96lacs or b) Atleast two works each costing not less than Rs.60 lacs or c) Atleast three works each costing not less than Rs.48 lacs	Copies of relevant SLA, satisfactory completion certificate and TDS certificate copies as applicable for the above works or other supporting document(s)
j)	Must be currently engaging more than 50 employees and at least one single deployment of at least 20 employees in Gujarat in Public Sector / Govt. organization or Private institution of repute for minimum two years .	Nominal Roll of the employees and ESI / EPF statement as on 31st March 2024 .
k)	Must be providing similar kind of services for at least three years consecutive years and having annual average annual turnover of minimum Rs.50 lacs (Rupees Fifty lakhs) during the last the last three (3) financial years i.e. 2021-22, 2022-23 & 2023-24 as on 31st March 2024 in the books of accounts.	Copy of Audited P&L accounts and balance sheets for the last three years as on 31st March 2024 .
l)	Must not be involved into insolvency proceedings or any partners or directors facing insolvency proceedings or any criminal cases involving moral turpitude.	Report from 'Cubic Tree' or like pending litigation searching softwares to the satisfaction of the Bank.
m)	If the Applicant is 'Company, then it should not be owned or controlled by any director or	A declaration duly signed and stamped by the Owner/s of

	Office/Employee of the Bank or their relative having the same meaning as assigned under section 2(77) of the Companies Act 2013.	the company/ firm/ proprietorship on the Letter head.
n)	Must have valid GST registration and Income Tax PAN	Copies of GST registration and Income Tax PAN
o)	Service Provider should not have complaints against them by their own employees on non-payment of wages (or), underpayment of wages in any Labour Court / Tribunals / Civil Courts (or) Blacklisted (or) Debarred by any of the Government Establishments / Public Sector Undertakings (PSUs) / Public Sector Banks (PSBs) / Other Scheduled Commercial Banks.	Affidavit cum Declaration duly stamped and notarised from the Authorised Director / Partner of behalf of the Company / Firm to the satisfaction of the Bank.

5. **TERMS AND CONDITIONS FOR EMPANELMENT**

5.1 The Bidder shall necessarily be a legally valid entity in the form of a Limited Company, or a Private Limited Company registered under the Companies Act 1956.

5.2 Bidders in the form of Joint venture, Consortium, Proprietorship, Partnership etc. shall not be eligible to bid (Documentary proof for supporting the legal status of bidder shall be submitted along with the bid).

5.3 All the Bidders must submit the relevant and sufficient documentary evidence regarding copies of technical/professional qualification, work completion certificates, work order, etc. meeting the above-mentioned eligibility criteria.

5.4 No partner / proprietor of the applicant should have been a director / Partner / Proprietor in an entity that been blacklisted or included in negative list in the past by any scheduled Bank/PSU/Corporate body/ Govt. body. An Undertaking / Certificate to this effect should be submitted along with the NIT **(Annexure 'D')**. If the Bank finds the Undertaking / Certificate provided by the applicant to be false/forged at any time, including during the term of the empanelment (if empanelled), the applicant will be immediately disqualified / terminated by the Bank.

5.5 Decision of the Bank in respect to interpretation of the empanelment / offer Conditions, Terms & Conditions, Scope of Work, Agreement, Payment terms, etc. shall be final and binding on the Service Provider.

5.6 No contractual obligation whatsoever shall arise from the NIT process until a format contract is signed and executed by the Bank and the Service Provider. The mere empanelment itself will not guarantee any engagement by the Bank to the empanelled Service Provider.

5.7 The Bidders will be bound by the details furnished by them to Bank, while submitting the Tender or at subsequent stage. In case, any of such Documents furnished by the Service Provider is found to be false at any stage, it would be deemed to be a breach of Terms of Contract making the Service Provider liable for legal action besides termination of Contract.

5.8 The Service Provider shall agree to provide additional Housekeeping and Facility Management Services staff in the event of the Bank requiring such additional Housekeeping and Facility Management Services for any of its properties in the Administrative Office for any specific occasion at short notice on the same approved rates.

5.9 The Service Provider will be capable and willing to provide manpower at any of the Bank's offices/establishments in Gujarat.

5.10 The Bank may carryout physicalinspection of works mentioned by the applicants in their application forms in addition to calling for confidential reports from the respective employer / departments to ascertain their capability and quality of works.

5.11 The applicant shall agree and authorize the Bank to obtain the confidential reportfromtheclients of the applicant or any other persons to verify the work executed by them or any other claim made on their application.

5.12 The Service Provider should have high standards of supervisory infrastructure.

5.13 The Service Provider's supervisor shall be first line of contact for the Bank, who shall report to the designated officers of the Bank for all requirements.

5.14 No union formation is allowed.

5.15 The Service Provider must have liaison with the Govt. and Police establishment at all levels of hierarchy.

5.16 The scope of work mentioned in this tender is minimum indicative. It shall, however, be sole responsibility of the Service Provider to ensure services to the utmost satisfaction of client/employer/owner i.e., the Bank without any extra charge but within the accepted tender amount only.

5.17 The employees provided by the Service Provider will be exclusive employees of the Service Provider and there will be no relationship of employer - employee between the Bank and the employees so engaged.

5.18 The engaged personnel will never have any claim for employment in SBI.

5.19 All the materials required for the purpose of providing services should be of standard brands as specified in the tender, and as per the approval of the Bank. No sub-standard materials shall be used.

5.20 The Service Provider shall also undertake and agree for timely renewal of all the licences from the authorities concerned that may be required to be renewed as per statutory provisions to run the business and copy of the same should be provided to the Bank.

5.21 The approximate requirement of various categories of personnel as on date is given as **Appendix 'B'**

5.22 Bidders meeting the eligibility criteria will be eligible for empanelment and the rates as per CentralGovt. Minimum Wage Rules will be called for from them. The modalities of wage and its payment as may be finalized during the financial bid process.

5.23 Bidder shall quote reasonable service charges during the financial bidding. Service charges quoted should not be abnormally low or high. If the service charges quoted by the L1 bidder are found not reasonable, then Bank may reject the Offer and go for retendering and the L1 bidder will be debarred from participating in the retendering.

5.24 The selected Service Provider should also comply with the following:

a) The Service Provider shall provide Housekeeping and Facility Management Services Staff which the Bank may require from time to time at Administrative Office, Gandhinagar, and other identified office/establishments in Gujarat State. They should also render other related services like liaison with Police officials, Government authorities / establishments or any other related duties entrusted by the Bank / Authorities as and when required.

b) The Service Provider shall provide literate, medically and physically fit Gujarati and Hindi speaking, below 60 years and 65 years for supervisors, preferably young, and smartly turned-out male/female persons as per requirement.

c) The staff deployed at site should be physically fit and are not suffering from any chronic or contagious diseases for carrying out the detailed in the scope

d) The staff shall be deployed in consultation with the concerned Bank officials after performing the interview of the staff.

5.25 The selected Service Provider will have to enter into an agreement with the Bank as per the format provided by the Bank in stamp paper of appropriate value. The format of the agreement shall be designed and drafted based on the Terms & Conditions / Clauses mentioned in this NIT document. However, the Bank reserves the right to add / delete any other appropriate clauses in the Agreement.

5.26 The selected Service Provider ought to submit the security deposit for such amount as may be finalised by the Bank

e) **Uniform and accessories:**

i. A list of entitlement and periodicity of issue is given below:

Entitlement of Uniform Items & Accoutrements for Housekeeping and Facility Management Services Staff

Sl. No.	Item	Quantity	Periodicity
1.	Light blue colour half sleeve cotton shirt	2 sets	1 year
2.	Black colour cotton trousers	2 sets	1 year
3.	Black colour leather belt	1 set	1 year
4.	Black cotton socks	3 sets	1 year
5.	Black colour leather brogue pair of shoes	1 set	1 year

6.	Apron, gloves, hand gloves, masks (for cleaning staff only)	4 set	1 year
7.	Black colour shoe polish	1	Every month
8.	Shoe brush	1	Every 6 months
9.	Blue colour plain cap, Whistles, and small batons (for parking management staff only)	1 set	2 years
10.	Torch lights, safety jackets having reflecting strips (for parking management staff only)	1 set	2 years
11.	Safety shoes, safety gloves, safety helmets, safety goggles, tool jacket etc. for safety purpose. (Items will be kept under the custody of Bank)	As decided by the Bank	
12.	Raincoats and gumboots (for parking management staff only as per Bank's discretion)	As decided by the Bank	

Note: The above list is the minimum requirement assessed by Bank. Addition/deletion of any items will be at the discretion of Bank.

ii. The concerned housekeeping and maintenance staff shall purchase the uniform items and accoutrements as per their authorisation after getting permission from respective Bank Officials. If the concerned housekeeping and maintenance staff is unable to purchase the uniform items and accoutrements, then the Service Provider can purchase those items on behalf of the staff. Only reputed branded items to the satisfaction of Bank must be purchased for uniform items and accoutrements.

iii. The maximum ceiling and rates of uniform items along with accoutrements including stitching charges, if any, for the purchase will be decided by the Bank before the execution of agreements. The revision of rates will be the discretion of Bank and will be revised at any time, if necessary, during the period of contract.

iv. Uniform items and accoutrements with original GST bills purchased must be submitted by the Housekeeping and Maintenance staff to the Bank for verification and payment.

v. The Service Provider must ensure that all their staff deployed in SBI are wearing uniform comprising light blue colour half sleeve cotton shirts, black colour cotton trousers, black colour leather belt, black cotton socks, black colour leather brogue shoes, etc of reputed companies and approved pattern of ID card as specified by the Bank.

vi. The Service Provider should ensure that similar uniform and accoutrements are worn by the housekeeping and maintenance staff.

- vii. The Service Provider should ensure that the Housekeeping and Maintenance staff are smartly always turned-out during duty hours.
- viii. The uniform and accoutrements provided to the staff must be documented.
- ix. ID cards and lanyards must be provided by the Service Provider. The Service Provider must ensure that all the housekeeping and maintenance staff wears ID card during their duty hours.
- x. The Service Provider must ensure that parking staff on duty at the premises are holding whistles, and small batons of good quality.
- xi. The Service Provider must ensure that parking staff on duty at the premises during night are wearing safety jackets having reflecting strips and possessing torch lights.
- xii. The Service Provider must ensure that parking staff on duty during monsoons / rainy seasons are wearing raincoats and gumboots.
- xiii. The Service Provider must ensure that the staff report for duty in well-groomed and orderly fashion.
- xiv. The Service Provider must ensure personal hygiene of staff.
- xv. The Service Provider must ensure that the staff on duty are fit for duty, properly dressed, wearing duly cleaned full uniform, correct pattern of footwear etc., during duty hours.
- xvi. A proper record of uniforms supplied to staff should be kept with Service Provider and each Branch/office in a Register, called "Uniforms Register". Further, uniforms will be delivered to employees by the Bank against acknowledgment in the Uniforms Register.
- xvii. All housekeeping and maintenance staff, who are supplied with uniforms, shall wear them while on duty and in clean conditions. They will not be permitted to report for duty if they come to office without wearing the uniform. In case of repeated non-compliance, appropriate action will be taken against them.
- xviii. If any housekeeping and maintenance staff resigns or terminated during the period of contract, then the Service Provider must ensure the payment of depreciated amount of the uniform items and accoutrements to Bank either by deducting from salary of the employee or his caution deposit, if any.
- xix. The Service Provider must ensure that the housekeeping and maintenance staff never divest themselves of the uniform or accoutrements at any time during their period of duty.
- xx. Proper handing/taking over and briefing should be carried out.

f) Training:

i. The Service Provider must ensure that the Housekeeping and Facility Management Services Staff deployed at the Bank should have undergone adequate training in their job domain.

ii. The Service Provider should ensure regular Refresher trainings for the Housekeeping and Facility Management Services Staff every year or as when demanded by the Bank.

g) Utility items / Consumables

i. Utility items / Consumables i.e Tools, Pest Control & Rodent Treatment, cleaning materials etc. will be purchased monthly by the Housekeeping and Maintenance Staff or Service Provider as per the actual requirement after getting permission from respective Bank Officials.

ii. The maximum ceiling and quantity of Utility items / Consumables will be decided by the Bank before the execution of agreements. The revision of rates will be the discretion of Bank and will be revised at any time, if necessary, during the period of contract.

iii. Utility items / Consumables with original GST bills purchased must be submitted by the Housekeeping and Maintenance staff to the Bank for verification and payment.

iv. All the genuine expenses towards maintenance of the equipment will have to be borne by the Bank.

h) **Police Verification:** Antecedents of Housekeeping and Facility Management Staff to be verified by the Police and report furnished to this office before deployment. In case of any replacement during the pendency of the agreement, submission of police verification documents of such replaced staff is to be made available immediately.

i) The Service Provider should provide the following particulars of the Housekeeping and Facility Management Staff deployed at SBI to SBI, HR & Admin Department, Administrative Office, Gandhinagar.

i. Copy of appointment letter.

ii. EPF No.

iii. ESI No.

iv. A certificate to be given every month that all statutory dues have been paid.

v. Copies of KYC documents duly attested. It will be verified against the original by the authorized person in our HR & Admin Department.

5.27 The Service Provider shall be responsible to ascertain and understand the applicability of various legislations (Laws) but not limited to the above-mentioned legislations and take necessary action to comply with the requirements of Law.

5.28 It will be sole responsibility of the Service Provider to ensure the eligibility/ qualifications of the personnel engaged by them and to verify their antecedents. The Service Provider shall furnish to the Bank, proper introduction letter, Biodata with photo, copy of ID document/KYC (preferably Aadhaar) and recent Police verification certificate in respect of their staff. The relevant documents will be submitted to the Bank before engaging/changing staff at all locations.

5.29 The Service Provider should maintain logbook for movements of men and materials and inform the Premises Officer / Authorized Official of Bank of any unusual happenings in and around the premises.

5.30 All personnel provided by the Service Provider will be on the payrolls of the Service Provider and there will be no Employee and Employer relationship between the personnel engaged by the Service Provider and the Bank. They shall also to produce a photo identity card duly issued to the Housekeeping and Facility Management Staff etc.

5.31 The Service Provider shall be solely responsible for the payment of wages of his employees and the Bank shall in no way be concerned with the same. Bank shall in no way be concerned or responsible for the welfare of the employees employed by the Service Provider.

5.32 The Service Provider shall be solely responsible for the welfare of his employees as per the various Government Acts and Regulations whether Central or the State, that shall be applicable to him from time to time.

5.33 The Service Provider shall provide relievers for Housekeeping and Facility Management Staff during leave / sickness / weekly offs etc. of the said employees.

5.34 The Service Provider shall not at any time, without express our consent in writing, divulge or make known any matters or information or transactions undertaken or handled by the bank and shall not disclose to any person any information relating to the affairs of the Bank and Service Provider shall be liable for such acts done or omitted to be done by its employees.

5.35 The Service Provider undertakes, accepts and admits absolute and complete responsibility for the service conditions, claims, damages and other compensations of the personnel enrolled by them and will be liable for and unequivocally assume responsibility for due compliance with all the requirements of all statutory obligations, duties and liabilities (including insurance) in respect of such engagement, and to pay all such claims, costs, damages, expenses, fines, penalties and compensation which may arise out of any claim, suit or prosecution for contravention thereof.

5.36 The Service Provider shall indemnify and keep the Bank indemnified from and against all such claims, demands, costs, charges, fines, or penalties and compensations etc. if any as aforesaid.

5.37 The personnel provided by the Service Provider will perform duty of duration of eight hours and will come directly under the control of Service Provider for their day-to-day duties and other administrative purpose and will function under the Service

Provider as per the direction to provide service to the Bank as per this NIT and the Contract to be executed between the Bank and the Service Provider

5.38 The Service Provider should be able to provide effective supervision of the Housekeeping and Facility Management Staff and need to provide qualified supervisors to check them as under: -

- a) Major Towns/Cities: - Once each during day.
- b) Semi-urban/Urban Areas: - Thrice a week.
- c) Remote and difficult areas – Once a week.

5.39 Supervision / surprise checks of the staff on duty will also be carried out by the authorized officials of Bank and lapses, if any, noticed will be brought to the knowledge of the Service Provider for immediate corrective action as advised by the Bank and the decision of the Bank in this regard shall be final and conclusive and shall be complied with by the Service Provider to ensure that there are no lapses in fulfilling the needs of the Bank.

5.40 The Service Provider shall undertake and agree that it will not sub-let the contract awarded to it by the Bank. If at any stage it is found that the Service Provider has sub-let the work, the contract shall stand automatically terminated and the Bank can initiate action in such case against the Service Provider as deemed fit including confiscation of the Security Deposit of the Service Provider.

5.41 The Service Provider shall further agree that in the event of any untoward incident leading to loss / damages to the property and / or any personnel at the above premises due to the negligence / dereliction of duty of the Service Provider s of the Service Provider, it will be incumbent on the Service Provider to be liable for the same and hence the Service Provider shall make good such damage / losses. Enquiries / investigations in this regard will be conducted by the Bank and depending on the outcome, appropriate action for compensation / recovery including lodging of police complaint if considered necessary will be initiated by the Bank.

5.42 In the event of any injury to the Service Provider's employee/s arising out and in the course of employment, the liability to pay compensation etc., in terms of any relevant legislation shall be on the Service Provider. Anyhow the Service Provider also hereby declares that he shall always keep the Bank effectually indemnified against any liabilities or compensation or damages which the Bank may be required to pay to any of his employees due to unfortunate event of any injury or death, in terms of any order or direction of any court or other competent authority.

5.43 The personnel engaged by the Service Provider shall pay proper respect to the Officers and Staff of the Bank.

5.44 In case of any indiscipline, misconducts, or misbehaviour on the part of the Housekeeping and Facility Management Staff, the Service Provider shall change such employee(s) without any demur, with or without the request of the Bank and such employee(s) shall not be again deputed to the Bank's premises by the Service Provider.

5.45 The Service Provider shall further undertake and agree to rotate the Housekeeping and Facility Management Staff provided by them periodically/whenever required, as advised by Bank.

5.46 The Housekeeping and Facility Management Staff on duty should not be found smoking or chewing pan masalas etc. or under influence of liquor/drugs or any other intoxicating items.

5.47 Any damage to the Bank's property, equipment's etc., by the personal engaged by the Service Provider will be charged to the Service Provider.

5.48 If any of the labour employed by the Service Provider is found to be under performing or any mobilization is found or found under the influence of alcohol or any abusive substance / reported while on duty, such person/persons shall not be allowed to work at site anymore and the Bank reserves the rights to ask Service Providers for immediately removal such person(s) with suitable substitute immediately.

5.49 The Housekeeping and Facility Management Staff on duty should not accept any kinds of food, drinks, cash, valuables, etc. from strangers/residents.

5.50 The personal engaged by the Service Provider should not cause any inconvenience to the staff/customer.

5.51 Bank is not responsible for accidental injury of any of the personal engaged by the Service Provider during their engagement. The Bank shall not be liable for any compensation in case of any fatal injury / death caused to any employees engaged by the Service Provider while performing / discharging their duties.

5.52 The Service Provider shall be responsible for any loss due to theft / pilferage and / or damage to the Bank's property when such damage is, in the opinion of the Bank, caused due to negligence, carelessness or any fault on the part of the Service Provider or employees of Firm engaged for the Services.

5.53 The Service Provider shall ensure that the character and antecedents of the personnel engaged by them are duly verified before such engagement.

5.54 The Service Provider shall alone be fully responsible for safety, security, and insurance (general and life) of the employees who is engaged for providing the services.

5.55 The Service Provider shall obtain adequate Insurance Policy in respect of employees engaged for the service towards meeting the Liability of Compensation arising out of death, injury, disablement at work etc., and shall regularly and punctually pay each premium as and when the same shall become due.

5.56 The Service Provider shall comply with all safety regulations and guidelines as per the applicable law and bank in effect from time to time at Bank's premises and externally for materials belonging to SBI.

5.57 SBI have the right to have any Housekeeping and Facility Management Staff removed solely at its discretion including the ones who may be undesirable or otherwise unfit. Similarly, the Service Provider will have the right to change

Housekeeping and Facility Management Staff with the concern of Bank during emergencies.

5.58 Any change of the personnel by the Service Provider should be informed to the Bank in advance.

5.59 Bank reserves, at its discretion, the right to demand for a change any Housekeeping and Facility Management Staff employed by the Service Provider.

5.60 The Service Provider must ensure that employees employed on piece work at the Bank must be paid as per the minimum time rate as per the applicable legal provisions.

5.61 The Service Provider must ensure that all the employees engaged in the Bank are paid as per minimum rates of wages fixed for that employee's class of work, or the amount due to him without deductions of any kind except those authorised by or under 'The Payment of Wages Act'.

5.62 The Service Provider shall be responsible to ensure making payment of "Prevailing Minimum Wages" as notified by the Central /State Govt., whichever is higher to the persons employed by them.

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

- a) Basic Pay
- b) D.A.
- c) EPF
- d) ESIC
- e) Bonus
- f) Any other statutory compliances in details

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

5.64 The Service Provider shall compulsorily submit the detailed pay structures he proposes to give to each of his category (along with components as instructed above and adding any other component he desires to give over and above, to any or all the categories along with the price bid. The tenders quoted without complying payment of Minimum wages along with EPF/ESI/DA, etc. shall be summarily rejected/disqualified without assigning any reasons and any communications in this regard shall not be entertained.

5.65 The Service Provider shall maintain each registers & records as maybe required by Bank and/ or by the statutes; inspection of the same shall be provided to the authorized personnel of the bank.

5.66 The Service Provider should maintain logbooks with the supervisor/concerned staff for noting movements of men, materials etc. and should timely inform the Authorised Official(s) of the Bank.

5.67 The Service Provider must make available a copy of the Duty roll to the Bank in advance.

5.68 All Registers need to be made available/complied by the Service Provider only.

5.69 The Bank reserves the right through the Administrative OfficeHR& Admin Department to make changes in method and specifications of work within the overall framework of the terms and conditions.

5.70 The Service Provider/Bidder should not have been blacklisted or debarred or included in negative list or terminated of their services in the past by any scheduled Bank / PSU / Corporate body / Govt. body.

5.71 The information contained in this document or information provided subsequently to Service Provider(s) whether verbally or in documentary form by or on behalf of State Bank of India (Bank), is provided to the Service Provider(s) on the terms and conditions set out in this document and all other terms and conditions subject to which such information is provided.

5.72 The applications would bind neither the Bank in any contract nor in an offer of an assignment/contract.

5.73 Bank may, in its absolute discretion, apply any additional criteria it deems appropriate in the selection of the Service Provider(s), not limited to those selection criteria set out in this NIT and the Bidders shall be bound with the same.

5.74 Service Provider must sign the agreement within one month after the award of contract and must ensure satisfactory service to the Bank. If any Service Provider fails to deviate from the terms and conditions of the agreement or tender terms and conditions, strict penal action including termination of Contract followed seizure of EMD/SD and Blacklisting/Debarring for a period of five years or a reasonable period as decided by the Bank will be taken against the defaulting Service Provider. In addition, retendering for the whole or part will be carried out as decided by the Bank.

5.75 If any tenderer withdraws his tender before the said period or make any modifications in the original terms and conditions of the tender, the Bank shall, without prejudice to any other right or remedy, be at liberty to cancel such tenders and forfeit full value of the Security Deposit as aforesaid or delist the name of the vendor from the panel.

5.76 The Bank reserve the right to engage different service providers to different offices/ branches of the Bank.

5.77 The Bank reserves the right to cancel the tendering process without giving any reasons at any stage. It is purely on the discretion of the Bank.

5.78 The Bank reserves the right to declare a bidder ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

5.79 No binding legal relationship will exist between any of the Bidder(s) and the Bank until execution of a contractual agreement with the successful Bidder.

5.80 No person of the Bank or the Bidder / Service Providers and third parties shall violate the social media policy of the bank.

6. **DISCLAIMER**

a) The NIT would bind neither the Bank in any contract nor in an offer of an assignment/contract.

b) This Tender is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids.

c) The purpose of this Tender is to provide the Bidder(s) with information to assist the formulation of their proposals. This Tender does not claim to contain all the information each Bidder may require.

d) Each Bidder should conduct its own investigation and analysis and should check the accuracy, reliability, and completeness of the information in this Tender and where necessary obtain independent advice.

e) Bank makes no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability, or completeness of this Tender.

f) Bank may in its absolute discretion, but without being under any obligation to do so, add all amend or supplement the information in this Tender.

g) No contractual obligation whatsoever shall arise from the Tender process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.

h) The Bidder is expected to examine all instructions, statements, terms, and specifications in the bidding document.

i) Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

j) The Bank has made considerable effort to ensure that accurate information is contained in this Tender and is supplied solely as guidelines for Bidders. Furthermore, during the Tender process, the Bank is entitled to issue corrigendum to Tender relevant to the Scope of Work.

k) Nothing in this Tender or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in the Tender or any addenda.

l) The Bank reserves the right to accept any bid or reject any or all the bids/proposals received in response to the offer and to cancel the entire process at any time prior to award of the assignment/contract, without thereby incurring any liability to the affected respondent/s.

m) The Bank shall not be bound to offer any reasons for such acceptance/rejection nor shall entertain any correspondence with the rejected respondents in this matter.

n) The Bank reserves the right to cancel the empanelment process altogether at any time for any reason whatsoever, purely as the discretion of the Bank.

7. **EARNEST MONEY DEPOSIT (EMD)**

a) Earnest Money Deposit for **Rs.2,50,000/-** (Rupees Two Lakhs and Fifty Thousand only) by DD or Banker's Cheque in favour of State Bank of India, Administrative Office, Gandhinagar payable at Gandhinagar along with other bid documents.

b) EMD shall remain valid for a period of minimum 60 days beyond the final validity period of Bids (90 days) calculated from the Date of Opening of the Bids.

c) Every application for empanelment not accompanied by Earnest Money Deposit (EMD) will stand automatically rejected.

d) EMD in any other form is not accepted.

e) The EMD will be refunded to the agencies not selected for empanelment to them as soon as the empanelment process is concluded.

f) No interest shall be paid on the EMD.

g) The EMD of empanelled agencies will be retained by the Bank during the tenure of empanelment as an interest free security deposit.

h) The Bank reserve to forfeit the said security deposit if an empanelled Service Provider refuse to take part in the Financial Bid Process without having sufficient reasons acceptable to the Bank or Service Provider selected after the Financial Bid process refuse to enter contract with the Bank or refuse to provide the security deposit or performance guarantee required by the Bank.

8. **SECURITY DEPOSIT**

a) The successful Bidder whose tender is accepted by SBI shall be bound to deposit a sum equivalent to 5% of accepted "Annual Contract Value" including EMD as Security deposit in the form of Banker's Cheque / Demand Draft issued by any Nationalised /Scheduled Bank favouring "STATE BANK OF INDIA" PAYABLE AT GANDHINAGAR. The bidder may choose to deposit the said

Security Deposit (SD) in the form of Bank Guarantee (BG) of equivalent amount issued by any Nationalized /Scheduled Bank as per the SBI approved format.

b) The successful Bidder shall submit Security Deposit within 15 days of receipt of such intimation.

c) If any successful Bidder refuses to give the Security Deposit, then their EMD will be forfeited, and the tender will be re-invited. Such Agencies shall not be allowed to participate in the retendering process of the work and will be debarred/blacklisted for three years or a particular period as decided by the Bank.

a) The Security Deposit is required to protect the interest of the Bank against poor performance of services provided, which may warrant invoking of performance guarantee. In case any act of the Service Provider results in imposition of liquidated damages then also the Bank reserves the right to invoke the performance guarantee.

b) If at any time during performance of the contract, if the Service Provider shall encounter unexpected conditions impeding timely completion of the services under the agreement and performance of the services, the Service Provider shall promptly notify the Bank in writing of the fact of the delay, its likely duration, and its cause(s), as soon as practicable.

c) Security Deposit shall remain valid for a period of minimum 60 days beyond the validity period of contract.

9. **VALIDITY OF TERMS AND CONDITIONS**

These terms & conditions shall be valid for a period of two years extendable to two more years from the date of empanelment subject to Bank's requirement and extant instructions.

10. **CLARIFICATIONS & AMENDMENTS**

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

b) Clarifications, if any, on the tender may be referred to the Chief Manager (HR & Admin), SBI, Administrative Office, Gandhinagar at this office by post or e-mail: cmhradm.gao@sbi.co.in.

c) A pre-bid meeting will be held at Bank's Administrative Office, Gandhinagar at the scheduled date and time given above. Interested service providers are requested to attend the meeting.

11. **BID INTEGRITY**

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

12. **STATUTORY REQUIREMENTS**

- a) Bidder should comply with all the labour Laws, Rules and Regulation of State and Central Government.
- b) Bidder should furnish their PAN No, GSTIN/UIN, Registration details of firm with PIN Code, TAN no, TIN No. etc. as applicable.

13. The bid responses as per the annexed formats duly filled in and signed by the authorised signatory of the bidder along with self-attested copies of relevant certificates / testimonials are required to be submitted in a sealed envelope super scribed with **“BID DOCUMENTS FOR HOUSEKEEPING AND FACILITY MANAGEMENT SERVICES FOR ADMINISTRATIVE OFFICE BUILDING GANDHINAGAR, SECTOR 10B, OPPOSITE NEW SACHIVALAYA, GANDHINAGAR, GUJARAT - 382010 AND DIRECT BRANCHES UNDER ADMINISTRATIVE OFFICE, GANDHINAGAR.”** to ‘The Chief manager (HR & Admin), SBI, Administrative Office, Gandhinagar’ at the address given below not later than specified time and date given above.

14. The name, address and mobile number/ email id of the bidder should also be stated in the outer cover.

15. Incomplete application forms and applications received by hand or by post after the specified date & time will be rejected.

16. **GOVERNING LANGUAGE**

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.

I. SELECTION PROCESS:

1. Sealed envelope containing the NIT, received up to the scheduled date and time will only be considered. The tender documents received as above will be opened at the specified time and date by the Bank, in the presence of the bidders, if any present.

2. The Bank will evaluate the NIT for empanelment based on eligibility criteria and those bidders who are found eligible will be short listed.

3. The Bidders / their representatives may be present at the time of opening of the NIT, if they so desire. *No separate intimation will be sent to the Bidders for deputing their representatives.*

4. The price bidding is proposed to be done separately through online bidding among the qualified bidders as per the requirement of the Bank.

5. The Bank reserves the right to conduct e-auction or any other valid procedures for selecting the successful bidder.

6. The qualified bidders will be communicated through e-mail/letter for submission of price bids and accordingly method of price bidding, place, date, and time of opening of the bid shall be intimated.

7. The Bank also reserves the right to reject any unreasonable or unrealistic quotes or to engage any Service Provider other than the empanelled Service Provider, if so, required in the interest of the Bank.

8. The Bank will finalise the L1 bidder based on the quotes received from the empanelled agencies, other eligibility criteria and conditions mentioned in the bid/NIT documents.

9. If more than one bidder is ranked L-1 in the GeM portal or multiple L-1 bidders have quoted the same price, the selection amongst the L-1 bidders will be made through Random Algorithm executed by GeM system/ Run L1 Selection* (Auto run) option.

10. The award of contract will be made to the Bidder(s) whose bid has been determined to be the lowest, realistic, responsive after arithmetic checking of all components of price bid.

11. Proven satisfactory performances of minimum two years with SBI or any other PSU Banks. Satisfactory performances with SBI will be given preference (Valid and latest (Within one month) satisfactory certificates to be submitted).

12. The Bank has the right to accept/reject any/all bids at any stage without assigning any reasons there for and no correspondence shall be entertained in this regard.

II. EVALUATION:

1. The bids will be examined by the Bank to determine whether they are complete, the required EMD and other details/documents have been furnished /submitted.

2. Bid determined as not substantially responsive will be summarily rejected.

3. The Bank may at its discretion waive any minor nonconformity or irregularity which does not constitute a material deviation or all for the immediate rectification of such minor discrepancy and the decision of Bank whether any deviation is material or not shall be final & binding to all.

4. The bids will be subjected to detailed scrutiny based on the claims in the bid submissions and supporting documents vis-à-vis the requirement as per the NIT.

5. The Bank reserve the right to make any personal inspection of the office of the bidder, directly collect the feedbacks from other customers of the bidder and make such other evaluation and inspection for the purpose of Evaluation of the bidders. Those who fulfil the technical qualifications will be considered as technically qualified and eligible for empanelment.

6. The bidders or their authorized representatives may be present during opening of NIT. However, NIT would be opened even in the absence of any or all of such bidders or their representatives.

7. **Evaluation will be done based on the documents submitted along with the NIT and as such the bidders are requested to ensure its accuracy and all material details are correctly included in the offer response.**

8. **The Bank reserves the right to reject any or all bids in response to the NIT without assigning any reasons whatsoever.**

9. Bank reserves the right to allocate or cancel any deployment as per the requirement of Bank at the L1 rate.

10. Bank reserves the right to delist the Empanelled Service Provider(s) at any stage in the event of failure of non-response, non-commitment, and non-completion of the assigned task as per offer terms and conditions.

11. It will be mandatory to accept work of any Office/Branch comprising of urban, semi urban as well as rural branches.

III. AWARD OF CONTRACT

1) The Contract shall be awarded with the approval of the Competent Authority to the Service Provider whose Bid has been determined to be eligible and to be substantially responsive to the Bid Documents and who has offered the lowest evaluated Bid. The items mentioned in the bids are to be supplied to the Branches/Offices spread over Gujarat. Bank reserves the right to make any changes in the list of locations.

2) The negotiations with L-1 bidder only may be resorted to in exceptional circumstances if prices are not found reasonable or for clarification of commercial aspects of the bid which are minor in nature. Negotiation, if any, shall be held as per the CVC guidelines issued from time to time.

3) The selected Service Provider shall furnish the following documents in respect of each Housekeeping and Facility Management Staff deployed, before the commencement of contract:

a) List of trained Housekeeping and Facility Management Staff identified/selected by Service Provider for deployment with Bio data i.e., date of birth, age, qualification address etc. (KYC documents).

b) Valid Medical Certificate.

c) Certified copy of the character certificate.

d) Valid Police verification report

4) If the L-1 bidder must confirm his willingness to execute the contract within 72 hours. If L-1 bidder disagrees within the stipulated time, then the EMD/SD of the defaulting Bidder can be seizure of and Blacklisting/Debaring for a period of three years or a reasonable period as decided by the Bank. This excludes any suitable action taken against the defaulter bidder as per the Incident Management Policy of GeM.

IV. AGREEMENT

- 1) The Service Provider whose tender is accepted is bound to execute a formal agreement with the Bank on a stamp paper of appropriate value within 15 days from the receipt of intimation of acceptance of his Bid by SBI and this agreement will include the duly completed form of tender, specifications conditions, other papers therein, special conditions, all drawings etc., but his liability will commence from the date of the written acceptance of the tender whether the formal agreement is drawn or not.
- 2) A formal agreement on stamp paper worth Rs.300/- (Rupees Three Hundred only) will be done at respective Branch/Office. Copy of each agreement should be submitted to HR & Admin, Administrative Office, Gandhinagar for record purpose by the respective successful bidders. Master agreement will be done at HR & Admin, Administrative Office, Gandhinagar.
- 3) Until a formal agreement on stamp paper is prepared and signed, this offers document along with the correspondence shall constitute a binding contract between the tenderer and the Bank.
- 4) The Service Provider shall bear all expenses in connection with the execution of the said agreement including fees for stamps and registration of documents as required.
- 5) Format of the agreement will be shared with the successful Service Provider(s) along with the work order.
- 6) The Service Provider must sign the agreement within one month after the award of contract and must ensure satisfactory service to the Bank.
- 7) Income Tax will be deducted on the gross amount of the monthly bill at the rates notified under Income Tax Act, 1961, from time to time by Govt. of India.
- 8) Necessary insurance policy for all employees who are engaged for maintenance work to be obtained.
- 9) If any Service Provider fails to deviate from the terms and conditions of the agreement or tender terms and conditions, strict penal action including termination of Contract followed seizure of EMD/SD and Blacklisting/Debaring for a period of three years or a reasonable period as decided by the Bank will be taken against the defaulting Service Provider. In addition, retendering for the whole or part will be carried out as decided by the Bank.

V. EXECUTION OF CONTRACT / TRANSFER AND SUBLETTING:

- 1) The Service Provider will not sub-contract or permit any other person to perform any of the work or services.
- 2) The Service Provider must keep high professional standards in discharging his obligations as per this offer document and the contract, if any executed with the Bank.
- 3) The Service Provider shall be solely responsible for the execution of the contract and the whole contract is to be executed to the entire satisfaction of the Bank.
- 4) The Service Provider shall not sublet, transfer, assign or otherwise part with the contract to any person, firm, or company directly or indirectly, or any part thereof.

5) In case of any deviation of the said instructions is detected / observed during the currency of the contract the said bidder would be liable for delisted/de-empanelled from the Bank.

VI. WORK ORDER/REQUEST FOR QUOTATION

1. Request for quotation/Work order will be placed by respective Branch/Office to the empaneled Service Provider(s), as and when necessary, after getting approval from the appropriate authority, if required. Please note that the quantity of service of Housekeeping and Facility Management Staff may increase or decrease as per Bank's requirement.

2. The Bank will enter into the agreement with one or more Service Provider who offer the lowest price quote. It may be noted that the Bank is not bound to avail the service of Service Provider offering the lowest price quote.

3. Once the request for quotation is accepted, the Service Provider(s) will execute the work orders placed to them within 15 days. If the work is not executed within the mentioned time period, then Bank may engage other Service Provider.

VII. PRICE VARIATION CLAUSE:

1. **Price variation for Labour component:** The manpower central minimum wages shall be paid as per the prevailing rates as fixed by the Government of India from time to time and claim the same as reimbursement.

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

VIII. VALIDITY OF CONTRACT

The empanelment shall be valid for two (2) years subject to review every year, extendable to two more years from the date of empanelment subject to Bank's requirement and extant instructions, based on satisfactory performance of the Service Provider. However, the Bank reserve the right to rely on the empanelled panel for services beyond two years(2), if so required or such termed condition or may be finalised. The panel may be extended or curtailed at the sole discretion of the Bank. No price hike shall be permitted during this period. In case of breach of contract or in the event of not fulfilling the minimum requirements/statutory requirement/satisfactory services etc., the SBI shall have the right to terminate the contract forth with at any time in addition to forfeiting the performance security amount deposited by the Service Provider and initiating necessary action as deemed fit including De-panelling your firm etc. solely at the discretion of the SBI.

IX. INSOLVENCY, ETC.

In the event of the Service Provider being adjudged insolvent or having a receiver appointed for it by a Court or any other order under the Insolvency Act made against them or in the case of a company passing any resolution or making of any order for

winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified, the Bank shall have the power to immediately terminate the empanelment and contract without any prior notice. Service Provider must submit latest **solvency certificate worth Rs.50 Lakhs**.

X. FORCE MAJEURE

Bank may consider relaxing the penalty and other requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of a Force Majeure. The party shall use all reasonable endeavours to minimise any such delay.

Definition: The term "Force Majeure" means any event or circumstance or combination of events or circumstances that affects the performance by the Service Provider of its obligations pursuant to the terms of this NIT and Agreement to be executed with the Bank (including by preventing, hindering or delaying such performance), but only if and to the extent that such events and circumstances are not within the Service Provider's reasonable control and were not reasonably foreseeable and the effects of which the Service Provider could not have prevented or overcome by acting as a Reasonable and Prudent person or, by the exercise of reasonable skill and care. Force Majeure events and circumstances shall in any event of effect that cannot reasonably be anticipated such as acts of nature (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion, pandemic or epidemic and strikes.

XI. SAFETY, SECURITY, ETC.

1. That the Bank shall not be liable for any compensation in case of any fatal injury/death caused to any of the Service Provider's 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 or life insurance of their personnel who are engaged for maintenance work.
2. In no case, safety norms shall be violated.
3. The Service Provider agrees that its personnel shall comply with safety regulations in effect from time to time at Bank's premises.
4. The Service Provider should issue valid Company identity cards to all their staff personnel who will be providing services under this contract.
5. The Service Provider shall provide and ensure that the personnel engaged by them wear proper uniform, protection gears like helmets, safety shoes, hand gloves, fully body safety belts, ladders, and will wear with entry ID card for Bank premises etc.
6. The Service Provider shall ensure to get the police verification for all the manpower deployed by them and the Service Provider should ensure that the manpower deputed should bear good character and conduct.
7. The Service Provider shall be responsible for the good conduct and performance on the part of his personnel and the Service Provider shall be deemed, for all legal and contractual purposes, the employer of the said personnel engaged by him, and

such persons shall not have any claim for employment in the Bank in whatsoever and howsoever manner or in any connection therewith against Bank now or at a future date. The Service Provider will at the request of the authorized officer of the Bank / Establishment will remove from the work place any person engaged by him for the services, who may be unsuitable or incompetent or whose conduct is not trustworthy or who misbehaves and / or is not courteous, polite with the employees of the Bank or its customers. The Service Provider should undertake to thoroughly verify the antecedents, addresses, qualifications, character, family background and technical qualification etc of its personnel.

8. The Service Provider shall ensure that necessary tools and equipment are always available for the purpose of attending repairs on emergency basis.

9. The Supervisor, and other technicians shall be available and be report to the concerned department every day.

10. All Service Provider personnel will be subjected to physical checking / frisking while coming and leaving the Bank premises.

11. The Service Provider should maintain a register of its personnel who carry out the work and such register shall be kept open for inspection by the Bank as and when required.

12. The Service Provider will open Basic/SB accounts in any SBI Branch of all personal engaged in work force.

13. The Service Provider is required to maintain First Aid kits for use whenever it becomes necessary.

XII. ADHERENCE TO LABOUR LAWS, ACTS, REGULATIONS

1) The Service Provider shall strictly adhere to all prevailing labour laws including the latest requirements of all the Acts, laws, and any other regulations that are applicable to the execution of the project.

2) The Service Provider shall undertake to comply with all labour and such other statutory and welfare legislations more particularly with the following enactments as amended or modified:

- ✓ Contract Labour (Regulation and Abolition) Act, 1970 and Central Rules 1971,
- ✓ Minimum Wages Act, 1948,
- ✓ Employees Compensation Act, 1923,
- ✓ Payment of Wages Act 1936
- ✓ Payment of Bonus Act, 1965
- ✓ Employees' Provident Funds & M.P. Act, 1952,
- ✓ Payment of Gratuity Act, 1972
- ✓ Employees State Insurance Act, 1948
- ✓ Personal Injuries (Compensation Insurance) Act 1963,

- ✓ Employers Liability Act 1938,
- ✓ Code on Wages, 2019
- ✓ Industrial Disputes Act 1947,
- ✓ Industrial Employment (Standing Order) Act 1946,
- ✓ The Maternity Benefit Act 1961
- ✓ The Equal Remuneration Act, 1976
- ✓ Shop and Commercial Establishment Act, as applicable
- ✓ The Gujarat Labour Welfare Fund Act, 1953
- ✓ Interstate Migrant Workers Act, 1979
- ✓ Apprentice Act 1961 (Amended)

3) Any other applicable State/ Central Laws, Codes and statutory modifications thereof, that may be applicable or and rules framed there under from time to time or in relation to the services to be provided and the personnel engaged by the Service Provider and he shall be solely responsible for all acts of the said personnel so enrolled and there shall and will not be any privity of contract for any purpose and to any intent between the Bank and the said personnel so engaged by the Service Provider.

4) The Bank shall not be liable nor answerable in respect of any claims or demands in respect of any matter or on any account which may be raised by the said personnel so engaged by the Service Provider and it shall be the sole responsibility and liability of the Service Provider to answer all such claims or demands of the said personnel so engaged, under any law for the time being in force.

XIII. JURISDICTION

In case of any dispute between the Service Provider with whom the Bank has entered a contract and the Bank, the parties shall try to resolve the same amicably. However, all matters of disputes will be subjected to jurisdiction of Gandhinagar, Gujarat Courts only

XIV. PENALTY CLAUSE

In case, the successful bidder fails to carry out the work within the stipulated period i.e., one month from date of issuing the work order, the Bank shall impose a penalty of Rs.500/- per person per day till the commencement of the service from the EMD/Security Deposit

XV. TERMINATION OF CONTRACT

In case of services any Service Provider, if found to be below par, the services could be discontinued by the Bank, after giving due notice of not less than 14 days as per instruction of the Bank. In case the contract with any Service Provider is terminated, the Bank reserves the right to use the service of any other Service Provider in the panel for such service on mutually agreed terms.

XVI. BREACH OF TERMS AND CONDITIONS:

1. In case of breach of any of the terms and conditions specified in NIT or Agreement to be executed between the Bank and the Service Provider, or letter of award.
2. Bank shall have the right to cancel the empanelment without assigning any reasons whatsoever and nothing shall be payable to the successful tenderer and in such an event the performance guarantee furnished by him shall stand forfeited.

XVII. NOTIFICATION OF SUCCESSFUL BIDDER

The Bank will notify the successful bidders in writing by registered letter or email or fax, that its bid has been accepted.

XVIII. ISSUE OF WORK ORDER

The Successful Service Provider shall within 15 days of issue of work order must enter into a formal agreement with Bank in the Bank's format which will be provided after finalisation of service provider(s).

XIX. PAYMENT TO SERVICE PROVIDER

1. The payment as per the agreed rate after deduction of applicable taxes at source as per the Government Rules shall be paid to the Service Provider **on or before 7th of succeeding month or within seven (7) days after receipt of bill whichever is later**, by **Account Credit** after receipt of the bill from the Service Provider together with the relevant log book maintained by the Housekeeping and Facility Management Staff at the above premises which will be duly verified and certified by the authorised officials.
2. A receipt should be given by the Service Provider for the payment received by them. However applicable GST as per the Government rules will be paid by the Bank, provided the Service Provider mention valid GSTIN of both Service Provider and recipient in the invoice submitted to the Bank.
3. Payment to the Service Provider will be released only when the following documents are submitted by the Service Provider along with monthly bills:-
 - a) A copy of Muster roll as per Form XVI {See rule 78 (1) a (i)} of Contract Labour (regulation & Abolition) Central Rules 1971.
 - b) Register of wages as per Form XVII {See rule 1a(I)} of Contract Labour (regulation & Abolition) Central Rules 1971.
 - c) Wage slips as per Form XIX {See rule 78 (I) (B)} of Contract Labour (regulation & Abolition) Central Rules 1971. The salary slip must show individual EPF No., ESIC No. and Bank Account Number in which the salary is credited.
 - d) Monthly challan of EPF department showing the names of Housekeeping and Facility Management Staff and their monthly subscription details.
 - e) Monthly challan of ESIC department showing the names of Housekeeping and Facility Management Staff and their monthly subscription details.
4. Bank will make payment of bills presented by the Service Provider to their

declared account with SBI only.

5. Monthly payment for manpower shall be paid by Bank as per the actual number of days manpower deployed by the Service Provider. The persons employed by the Service Provider should also open accounts with SBI.

6. The Service Provider will make direct credits of the salary payable after making statutorily permitted deductions to such individual accounts towards Income Tax, Work Contract Tax, and any other statutory deductions as per the law prevalent and shall produce the above-mentioned relevant documents to the Bank for verification every month along with their monthly bills failing which bills shall not be paid. Moreover, the Bank reserves the right to view/scrutinize and rely upon such accounts apart from demanding monthly accounts statements from the Service Provider.

XX. CANCELLATION OF WORK ORDER

Failure of the successful bidder to comply with the requirement of submission of EMD/security deposit in time shall constitute sufficient ground for the cancellation of the acceptance of bid and forfeiture of the bid bond, in which case Bank may make the offer to any other bidder at the discretion of the Bank or call for new bids.

XXI. TERMINATION OF AGREEMENT

a) Without prejudice to what is contained in the tender documents and agreement, the SBI shall, at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice without assigning any reason(s) and without payment of any compensation, if:

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

XXII. NON-DISCLOSURE

The Service Provider 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 Service Provider during the course of discharging contractual obligations in connection with this agreement, to any third party an all times hold the same in strictest confidence. The Service Provider shall treat the

details of the contract as private and obligations under it or to comply with applicable laws. The Service Provider shall not publish, permit to be published or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the State Bank of India (SBI). The Service Provider shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

XXIII. SEXUAL HARASSMENT

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

- i. In case of any complaint of sexual harassment against its employee(s), the complaint will be filed before the Internal Complaints Committee constituted by the 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 State Bank of India (SBI) against any employee/s of the Service Provider shall be taken cognizance of by the State Bank of India (SBI).
- iv. 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 Bank's employee, if sexual harassment/violence by the employee of the Service Provider is proved.
- v. The Service Provider shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

For and behalf of State Bank of India.

**Chief Manager (HR & Admin)
State Bank of India
Administrative Office, Gandhinagar
Sector 10B, Opposite New Sachivalaya
Gandhinagar, Gujarat
Pin - 382010**

LIST OF APPENDICES /ANNEXURES:

1. Scope of work details - Appendix 'A'
2. Requirement Of Housekeeping and Facility Management Services Persons - Appendix 'B'
3. Documents to be enclosed - Appendix 'C'
4. Bid Covering Letter- Annexure 'A'
5. Undertaking- Annexure 'B'
6. Certificate – EPF & ESI Subscription - Annexure 'C'
7. Applicant details – Annexure 'D'
8. Details of Housekeeping and Facility Management Services employees provided by the applicant currently in Gujarat - Annexure 'E'
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10. Draft format of Bank Guarantee in Lieu of Security Deposit - Annexure 'G'
11. Draft Indemnity Bond Format - Annexure 'H'
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13. Draft Commercial Price Bid - Annexure 'J'
14. Draft Price Bid – Breakup - Annexure 'K'
15. Draft Memorandum of Contract - Annexure 'L'

SCOPE OF WORK DETAILS

The brief details of scopes of services are mentioned below:

A. HOUSE KEEPING:

Sl.No.	Nature of Services	Frequency
1.	<p><u>Sweeping & Cleaning:</u></p> <ul style="list-style-type: none"> • Sweep and clean all floor areas, stairs, washrooms, parking area, roads, UPS room, electrical room, lift room, lifts, etc. • Damp moping of tiles, vitrified floors, staircases, sidewalls, and entrance areas. • Floors shall be made free of stain, dirt, mud, sand, footprints, liquid spills, and other debris. • Chairs, tables, computers, keyboards, trash, receptacles, and easily movable items shall be moved to clean underneath. • During inclement weather, the frequency of cleaning may be higher. When completed, the floors and halls shall have a uniform appearance with no streaks, smears, swirl marks, detergent residue, or any evidence of dirt remaining or water standing. • After sweeping all vitrified floors, areas would be machine scrub cleaned. • Sweep clean of debris from walkways and driveways and hose clean them during appropriate climatic and water use conditions. • Daily cleaning of lift cabins, mirrors & doors in all the floors. • Removal of stagnant water. • Maintain high standards of cleanliness and hygiene at all • Assigned areas throughout the premises. 	Daily

	<ul style="list-style-type: none"> Any other related work assigned by the Bank 	
2.	<p><u>Vacuuming:</u></p> <ul style="list-style-type: none"> Vacuuming all carpets, runners, and carpet protectors so that they are free of dirt, lint, mud, etc. All Sofa set/chairs, revolving/non-revolving cushioned chairs cushioned Stools, Curtains, venetian/vertical fabric blind, Roller Blinds etc. 	Fortnightly
3.	<p><u>Washrooms & toilets cleaning (To be carried out on hourly basis):</u> Thorough cleaning and sensitization of toilets, bathrooms, wash basins and spray facilities, using suitable non-abrasive cleaners and disinfectants. All surfaces shall be free of grime, soap, mud, smudges etc.</p> <ul style="list-style-type: none"> Cleaning of mirrors, glass doors, glass windows, etc. Replenishment of paper towels, toilet paper, liquid soap, urinal cubes, naphthalene balls, odonil, etc. in all the toilets & washrooms. 	Daily

4.	<p><u>Trash Removal:</u></p> <ul style="list-style-type: none"> • Emptying all wastepaper baskets from all floor areas and washing or wiping them clean with damp cloth, replacing plastic wastepaper basket linings and returning items where they were located. • All waste from wastepaper baskets will be collected and deposited in the building's waste containers. • Dry & wet garbage would be segregated and temporarily dumped into designated area within the premises. • Collection of old newspapers, bundling & shifting to specified place. • All the wastes, trash, debris, garden waste etc. has to be disposed from the campus on daily basis as per the guidelines of GMC/Bank. Any co-ordination in this regard with GMC has to be carried out by the Service Provider. • Under any circumstances the collected wastes should not be burnt or dumped inside the campus. In case of any such observation by the Bank, the Service Provider shall be penalized upto 5% of bill amount and its deduction from the monthly bills. 	Daily
5.	<p><u>Glass Surface Cleaning:</u></p> <ul style="list-style-type: none"> • All glasses at entrance doors and windows of the premises would be cleaned using damp and dry method. • Glass tabletops, cabin doors, cabin partitions and glass accessories, railings, handles would also be cleaned. • Removal of grease marks or fingerprints on glass counters and partitions. This cleaning is done using approved all-purpose cleaner and lint free cloth or paper towels. 	Daily
6.	<p><u>Spot Carpet Cleaning:</u></p> <p>Spot clean carpets whenever necessary to remove stains, using appropriate products, chemicals, etc.</p>	Daily
7.	<p><u>Damp & Dry Cleaning:</u></p> <ul style="list-style-type: none"> • Clean all white boards of meeting rooms, conference rooms, etc. with wipe. • Clean all tabletops of workstations, cubicles and other furniture and fixtures with wipe. • Conference Rooms • Cleaning includes cleaning of Glass windows, ceiling, marble cladding, carpets, chairs, Service Rooms/ bath/ toilets, etc. 	Daily

8.	<p><u>Shifting of Furniture:</u></p> <ul style="list-style-type: none"> • Attendants needed for shifting of chairs, tables, cup boards, e-wastes, monitors, computers, printers, etc. within the premises using suitable trolley as per instruction of officials of Estate Department. • Additionally, they will be utilised by the Dept. in events of meetings, conferences and day to day works at different departments. 	Occasional at the instruction of Bank Officials.
9.	<p><u>Deep Cleaning:</u></p> <ul style="list-style-type: none"> • Stairways, surrounding common areas, terraces, generator rooms, Lift room, UPS room, Server room, Electrical rooms, Rooms, parking areas, etc. • Ceiling, walls, partitions, etc. • Interior & Exterior glasses will be cleaned on both sides, throughout the building. • Ceiling fans, pedestal fans, wall mounted fans, Indoor split AC units, etc. • Up-keeping & removing choke-up in the storm water drains in the ground & basement level and other drains located inside the premise. The Service Provider should co-ordinate with Municipal Corporation, Gandhinagar/concerned District and keep the inter-junctions clear from any obstruction. <p>During monsoon season the Service Provider must ensure periodic cleaning of the basement, etc. with suitable materials for removing the algae / green patches formation.</p>	Weekly (only on Sunday / other Holidays)
10.	<p><u>Window Glass Cleaning:</u></p> <ul style="list-style-type: none"> • The service provider shall undertake cleaning of the glasses and glass panes from the interior in all floors. • Dusting windowsills and blinds. 	Weekly
11.	<p><u>Sanitizing:</u></p> <ul style="list-style-type: none"> • All items related to Computer (Monitor, CPU, Keyboard, Mouse etc.) are to be cleaned thoroughly and sanitized with precautions. • Office desk paper bins would be cleaned and sanitized. • All washroom dustbins would be thoroughly cleaned and sanitized. • All telephone instruments would be sanitized using disinfectants. • Waste bins from Pantry and Cafeteria areas would be thoroughly cleaned and sanitized with disinfectants. • Through washing of all walls and doors of all toilets with appropriate detergent and disinfectant. • All wooden partitions, wooden paneling, doors etc. are to be cleaned with detergent and disinfectant. 	Weekly

12.	<p><u>Dusting & Wiping:</u></p> <ul style="list-style-type: none"> Dusting and wiping light fixtures, when completed the light fixtures shall be free from dirt, grime, dust, and marks. Applying metal polishes to accessories or door handles, name plates, hand railings, lift walls, etc. where applicable. 	Fortnightly
13.	<p><u>Scrubbing:</u></p> <p>All floor areas with scrubbing machines.</p>	Fortnightly
14.	<p><u>Deep Cleaning:</u></p> <ul style="list-style-type: none"> Deep cleaning, dusting, and wiping of sanitary fittings in the washrooms, ladies' toilets etc. Deep cleaning, dusting, and wiping of handles, doors, door closers, fittings, windows, curtains etc. Cleaning, dusting, and wiping of false ceilings. After cleaning, dusting, and wiping of various items, these shall be free from dirt, grime, dust, and marks. Cleaning/sweeping of all the terraces on fortnightly basis. Cleaning, dusting, cobwebs. Dusting of fire extinguishers, fire hydrant heads located at various places. <p><i>Note: The Service Provider will ensure that no Acid or similar cleansing agent/material should be used in the process of cleaning of CP/Brass fittings. Any damages caused on account of violations shall be at the Service Provider's cost and risk. The Service Provider shall be responsible for replacement of such damaged fittings/fixtures with same brand/model fixtures at their own cost.</i></p>	Fortnightly
15.	<p><u>Polishing:</u></p> <ul style="list-style-type: none"> All the Brass/SS door handles/doorknobs, hand railings, lift walls, other brass fittings are required to be polished and kept in shining condition by using approved quality polishing agents including buffing as and when directed. 	Fortnightly
16.	<p><u>Cleaning Work:</u></p> <ul style="list-style-type: none"> Cleaning of vertical fabric blinds/ Roller Blinds and checking / rectification of the same using suitable material Deep cleaning of all service ducts in the floor, etc. <p><i>Note: The Service Provider must take necessary safety precautions for their labourer by wearing personal protective equipment like safety belt, helmet, shoes, etc. while executing the work in the ducts etc.</i></p>	Quarterly
17.	<p><u>Chemical / Shampoo wash</u> – All sofa sets/chairs, revolving chairs, non-revolving chairs, cushioned stools, Curtains, Venetian/vertical/Roller blinds etc. are to be dry cleaned/ chemical washed / Shampooing. Cost of dry cleaning will be borne by Bank.</p>	Quarterly or as and when required.

B. PEST MANAGEMENT SERVICES

Sl. No.	Nature of Services	Frequency
1.	Pest Management for cockroaches (using Herbal gel), silver fish, ants, house flies, termites, etc. inside the premises.	Quarterly
2.	Pest management for cockroaches, silver fish, ants, house flies, etc. to common areas at all floors like staircase, lift lobbies, terraces, stilt parking, ground floor & rooms/cabins thereat, including drains, chambers, ducts, etc.	Monthly
3.	Rodent control treatment for rats, mice & bandicoots using traps, baits, stick board, etc. in the entire complex including Kitchen, Pantry, Dining areas, drains, chambers, ducts, parking area, garden, etc.	Monthly
4.	Post construction Anti-Termite/white ant Pest Management treatment inside the premises. Cost of service/material shall be paid by the Bank on actual basis.	As and when required

The work of Pest Control treatment Services shall be got carried out through approved and Licensed agencies only. The name of the agency to be got approved from SBI in advance.

The Materials to be used for Pest Control should be Govt. approved as well as Eco friendly.

The Service Provider shall ensure that after carrying out the high-quality Rodent Treatment, no damage would be caused to the Bank's equipment. In the event, any damage is caused, the contractor shall be responsible for the losses caused and shall be required to make good the losses.

C. GARDENMAINTENANCE SERVICES

Sl. No.	Particular	Frequency
1.	Cleaning of lawn area	Daily
2.	Watering of plants	Alternate days
3.	Forking/ Earthling up/ Loosening of soil	Weekly
4.	Weeding	Fortnightly
5.	Mowing/ Scraping	Fortnightly
6.	Patch filling	Monthly
7.	Spraying	As required
8.	Cutting	Fortnightly
9.	Gap filling	Monthly

10.	Basin making	Weekly
11.	Stacking / Tying	Fortnightly
12.	Trimming/ Trainings	Monthly
13.	Removing of dried leaves & branches	As required

D. ELECTRICAL MAINTENANCE SERVICE:

Sl. No.	Nature of Services	Frequency
1.	Operation and maintenance and regular up-keep of lighting and allied electrical works, within the building/premises.	Daily
2.	Operation and maintenance and upkeep of exhaust fans/Ceiling fan/Tube Lights etc. in the building/premises.	Daily
3.	Switching off all the lights and fans in the entire building soon after the employees / officials leaves their seats / building / premises.	Daily
4.	Changing of fused tubes and other items as per instructions of Engineer-in-charge and handing over the fused ones to the Officer (maintenance) and / or Electrical Engineer.	Daily
5.	Operation and maintenance and upkeep of street lighting, garden lighting and service building electrification.	Daily
6.	Operation, maintenance and upkeep of sump well pumps, water pumps and starters, including Hydro pneumatic pumps, water re-cycling & sewerage treatment plant (STP) and water treatment plant.	Daily
7.	Switch off/on the common area lights, fans, etc. as scheduled and requirement to save Energy.	Daily
8.	Cleaning of mains, distribution boxes of each floor and checking up of all the electrical connections to all the gadgets.	Weekly
9.	Cleaning, dusting of electrical and telephone shafts, starters, pumps, panel boards, cable racks etc.	Monthly
10.	Maintenance and cleaning of all electrical fixtures and fans.	Monthly
11.	Cleaning and dusting of panel boards once in every 30 days.	Monthly
12.	Cleaning of all Window /Cassette/Split Air Conditioners (including its Filters), checking electrical wiring, drainpipe, copper pipe and blowers etc.	Monthly
13.	Liaising with Utility service provider and govt. authorities (such as Torrent Power, GEB etc.) for necessary approval, correction of bills, restoration of supply etc. in case of power failures/routine maintenance/shut down of power.	As & when required
14.	Faulty parts and equipment are to be replaced by the Service Provider without charging anything extra towards labour cost as well as cost of minor materials required as mentioned in this tender. However, the cost of specified major items mentioned in this tender document will be reimbursed to the	As & when required

	Service Provider on actual basis on production of GST paid Invoice duly certified by the Bank's Engineer provided replacement of all such Items/fittings/fixtures are considered beyond repairs by the Engineer-in-charge who have issued specific written instructions to replace the same.	
15.	Replacing bulbs, tube lights etc. wherever / whenever required.	As & when required
16.	To clean and lubricate fans, exhaust fans, wherever / whenever required	As & when required
17.	Management of pump and water tanks round the clock and supply of water 24X7 basis.	Daily
18.	Draining out water from pumps	Daily
19.	Regular checking of water level controller along with the electrician to avoid wastage of water.	Daily
20.	In case of emergency / shortage of water / additional requirement, the Service Provider has to arrange for the water tanker after obtaining the permission from the Bank's Officials. However, the approved charges shall be paid as per actual Quantity supplied against production of Challans/Receipts duly signed by the authorised person of SBI/SBIIMS.	As and when required
21.	Operation of DG Set in case of emergency, if AMF panel fails to operate the DG Set.	As and when required
22.	Testing of earth resistance of the building and lightning arrestor	Half yearly
<p>1. Wherever the duty hours of the respective Employee/Workman/Technician etc. mentioned above is exceeding eight (8) hours, it will be sole responsibility of the Service Provider to ensure relief arrangements and to quote their rates accordingly.</p> <p>2. All the above-mentioned scope of works is indicative and not exhaustive; Bank reserves the right to add/delete any work under the scope of work. However, the Service Provider has to properly maintain the campus/Building /Premises.</p> <p>3. Supervisors/Managers should visit different floors from time to time to ensure that each floors/toilet etc. remains clean and ready for use round the clock.</p>		

E. CARETAKING CUM COOK SERVICES AT CAMPUS:

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

The Service Provider needs to provide the following services:

Sl. No	Activity	Frequency
	<ul style="list-style-type: none"> Sweeping and mopping of floors Cleaning of the toilets, bathrooms, wash basins and mirrors Refill/replenishment of Toilets' Tissue Rolls, Air Fresheners, Urinal cubes, Naphthalene balls, liquid soap. 	Daily

	<ul style="list-style-type: none"> Monitoring & ensuring proper functioning of all Electrical appliances like TVs, Refrigerators, ACs, Washing Machine, Mixer-grinder. Gym equipment, etc. if any, and taking timely corrective action in case of any fault. To ensure recharge of all set-top boxes before expiry in consultation with the Bank's official and charges shall be reimbursed by the Bank. Cleaning of Utensils / crockery Cleaning of Kitchen Platform Dry Wiping of Kitchen Appliances Dusting of the furniture, cleaning/re-arranging bed sheet/cover etc. Watering of indoor plants Should know to prepare food on need basis, if required. 	
	<ul style="list-style-type: none"> Change of Bed sheets (double/small), Pillow covers after machine wash and ironing 	Once in 3 days or on change of occupancy
	<ul style="list-style-type: none"> Change of Towels (big /small) after machine wash and ironing 	Every alternate day or on change of occupancy
	<ul style="list-style-type: none"> Change of Bed cover (double/small) after machine wash and ironing 	Weekly
	<ul style="list-style-type: none"> Cleaning of the windows, doors, curtains, fans, electrical fixtures, toilet items like bucket, mugs, dustbins etc. Cleaning of cobweb 	Weekly
	<ul style="list-style-type: none"> Vacuuming of Sofa, curtains and carpets 	Fortnightly
	<ul style="list-style-type: none"> Dry cleaning / machine wash of curtains 	Monthly
<p>Payment for washing of all laundry items viz bedsheets, bedcovers, pillow covers, towels, hand napkins etc including its ironing etc. will be done by the Bank as per prevailing market rate on production of genuine bills.</p>		
<p>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.</p>		
<p>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 Service Provider to ensure relief arrangements and to quote their rates accordingly</p>		
<p>ii. Service Provider shall be responsible for different dress codes for various categories to be maintained / ensured as per Employer's requirement.</p>		

Note:

The Service Provider shall:

- a) Ensure that no employees of the Service Provider will enter or remain on the Bank's premises beyond the specified time limits unless and necessary for fulfilling contractor's obligations.
- b) Ensure that his employees, while in the premises of the Bank or while carrying out their obligations under this agreement, observe the standards of good cleanbehaviour and general discipline laid down by the Bank or its authorized agents and the Bank/ employer shall be the sole judge as to whether or not the contractor and/ or his employees have observed the same.
- c) Personally, and exclusively supervise the work of his employees so as to ensure that the services rendered under this agreement are carried out to the satisfaction of the Bank.
- d) Wherever warranted, as per the Scope of work, the Contractor shall provide skilled workmen staff having appropriate and valid licenses.

Appendix 'B'

REQUIREMENT OF HOUSEKEEPING AND FACILITY MANAGEMENT SERVICES PERSONS

The approximate requirement of various categories of personnel is given below: -

Branch Name	Skilled	Unskilled	Total requirement
SBI Administrative Office, Gandhinagar	13	3	16
SBI, Administrative Office Audit Office, Gandhinagar	4	0	4

SBI Sector 10-B Branch, Gandhinagar	6	0	6
SBI Main Branch, Gandhinagar	6	0	6
SBI Regional Business Office- 1, Gandhinagar	4	0	4
SBI Regional Business Office- 2, Gandhinagar	3	0	3
SBI GIDC Branch, Gandhinagar	3	0	3
SBI Highway Cross Road Branch, Kadi	3	0	3
SBI RASMECC, Gandhinagar	4	1	5
SBI RACPC Palanpur	3	0	3
Total	33	50	53

Note:

1. Please note that above mentioned number of unskilled manpower is tentative which may increase or decrease, and Service Provider should supply the manpower as desired by the Bank at quoted rates only).

2. The contract labour should not be allowed to work for long tenure in the office. The Service Provider should depute the contract labour on 'ROTATION' basis, as advised by the Bank. The Service Provider will ensure leave arrangements, so that the said number of manpower may be available on daily basis without fail. In case of non-deployment of the requisite number of manpower, the clause of 'WAGE CUT' will be applicable on pro-rata basis.

MANDATORY DATA/ KYC REQUIREMENT OF EMPLOYEES

The following data relating to employees has to mandatory provided by the Bidder: -

- Name & Address of the employees
- Photo ID & Address proof
- Two copies of Recent colored photographs of the employees
- EPFO registration details
- ESIC registration details
- Account numbers in which salary of the employees is to be credited, along with details of the Bank preferably SBI to reconcile (viz. Name of Bank, IFSC code, Branch Name, Address of the Bank)

Signature of Bidder
Appendix 'C'

DOCUMENTS TO BE ENCLOSED IN THE FOLLOWING ORDER (SELF ATTESTED PHOTOCOPIES ONLY):-

- Constitutional documents of the bidder.
- KYC documents of the bidder.
- Registration Certificate of the Housekeeping and Facility Management Services.
- Income Tax returns for 2021-22, 2022-23 & 2023-24.
- Audited Balance Sheets for 2021-22, 2022-23 & 2023-24.
- PAN Card.

7. Valid Service Provider RA certificate (Gujarat).
8. EMD – DD favouring SBI to be payable at Gandhinagar for **Rs.2,50,000/-**
9. GST No of Gujarat & Registration letter.
10. Partner / Associate Agreement.
11. Annexure 'C' - Details of works executed with supporting documents.
12. Performance Certificates.
13. Valid Licenses / Approvals / Certificates from labour authorities (ESIC/EPF etc.).
14. Documents in support of registration as per Contract Labour (Regulation and Abolition) Act, 1970.
15. Order copy/contract copy and certificate of successful work from Public Sector Bank in support of deployment of Housekeeping and Facility Management Services personnel at Public Sector Banks.
16. Oldest work order to indicate experience in the field as on **31.03.2017** or before - minimum 7 years).
17. Pay roll for the month **March 2024**.
18. Copies of BSNL telephone bill / valid lease agreement/ proof of office in Gujarat.
19. Duly filled Annexures and Appendices

Annexure 'A'

Bid Covering Letter: To be submitted by the bidder along with Bid documents

M/s _____

Address:

Fax No:

E-mail ID:

Tel. No. (O):

Mobile No:

To

**The Chief Manager (HR & Admin)
State Bank of India
Administrative Office, Gandhinagar
Sector 10B, Opposite New Sachivalaya
Gandhinagar, Gujarat
Pin – 382010**

Dear Sir,

**HOUSEKEEPING AND FACILITY MANAGEMENT SERVICES FOR
ADMINISTRATIVE OFFICE BUILDING GANDHINAGAR, SECTOR 10B, OPPOSITE
NEW SACHIVALAYA, GANDHINAGAR, GUJARAT - 382010 AND DIRECT
BRANCHES UNDER ADMINISTRATIVE OFFICE, GANDHINAGAR**

With reference to your Notice Inviting Tender No GEM/2024/B/4898933 dated 04/05/2024 in the captioned subject, we enclose for your kind consideration the bid documents duly filled, signed, and sealed by the authorized signatory of our organization, on the standard format along with the supporting documents. We confirm that the details filled up are true and correct. We understand that:

1. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.
2. Bank may follow close or open bidding process as per requirement of the Bank.
3. If our Bid is accepted, we undertake to enter in to and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form.
4. If our Bid is accepted, we are to be jointly responsible for the due Performance of the contract.
5. If we are empanelled by the Bank, we undertake that we shall participate the Price bidding process to be conducted separately by the Bank. Vendor/Service Provider/Service Provider means the bidder who is decided and declared so after examination of commercial bids.
6. The Commercial Bidding process will be through an e-procurement e-tendering process. The online e-tendering will be conducted by the Bank or a company who have been authorized in this regard by the Bank. The bidders are required to possess a valid Digital Certificate for participating in the e-procurement process bid for Comprehensive Annual Maintenance contract for Housekeeping and Facility Management Services.
7. I/We hereby confirm that all information, particulars, copies of certificates and testimonials in connection with my above-mentioned empanelment are correct and genuine. We undertake to produce the original of all the papers / documents attached herewith and assist the Bank authorities for the purpose of empanelment.

8. I/We understand and undertake that mere submission of application does not guarantee us empanelment and the Bank's decision in this regard shall be final and binding on us.

9. I/We read and understood all conditions and requirements of State Bank of India, Administrative Office building Gandhinagar for providing housekeeping and facility management services for Administrative Office building Gandhinagar, Sector 10B, opposite New Sachivalaya, Gandhinagar, Gujarat - 382010 and direct branches under Administrative Office, Gandhinagar full in and around.

Yours faithfully,

Authorized Signatory with seal

Encl:

Annexure 'B'

UNDERTAKING

TENDER FOR HOUSEKEEPING AND FACILITY MANAGEMENT SERVICES FOR ADMINISTRATIVE OFFICE BUILDING GANDHINAGAR, SECTOR 10B, OPPOSITE NEW SACHIVALAYA, GANDHINAGAR, GUJARAT - 382010 AND DIRECT BRANCHES UNDER ADMINISTRATIVE OFFICE, GANDHINAGAR.

I/We hereby solemnly declare that I/We have not been blacklisted or included in negative list or terminated of their services in the past by any scheduled Bank / PSU / Corporate body / Govt. body.

I/We hereby solemnly declare that any of our Director / Partner / Proprietor in an entity that has been blacklisted or included in negative list in the past by any scheduled Bank/PSU/Corporate body/ Govt. body.

I/ We hereby solemnly declare that I/ We have not been complained by our own employees for underpayment/non-payment/ delayed payment of wages to any Statutory Authorities.

If the Bank finds the Undertaking / Certificate provided by me/us to be false/forged at any time during term of the empanelment (if empanelled), currency of the bidding process or during execution of the work, I/We will be immediately disqualified / terminated by the Bank.

I/ We agree for termination of the contract forthwith and agree for forfeiture of our Earnest Money Deposit or Security Deposit, by the Bank, without any recourse.

Place:

Date:

Signature of Applicant

Name:

Designation:

(In case of Firm)

Seal:

Annexure 'C'

CERTIFICATE

Certified that we have remitted the monthly subscription of Employees Provident Fund (EPF) & Employees State Insurance (ESI) to the worker employed by me in the Office for Annual Maintenance Contract for Housekeeping and Facility Management Services for Administrative Office building Gandhinagar, Sector 10B, opposite New Sachivalaya,

No			
1.	Name of Bidder		
2.	Constitution of the Bidder		
3.	Address and contact details of Registered office	Address	
		Mobile	
		Landline	
		Fax	
		Email	
4.	Address and contact details of Head office	Address	
		Mobile	
		Landline	
		Fax	
		Email	
5.	Address and contact person details of all offices in Gujarat. (Valid lease agreement / Copy of Latest Telephone bill (within three months), etc. to be enclosed)	Name	
		Designation	
		Address	
		Mobile	
		Landline	
		Fax	
6.	Year of establishment: -(Copy of valid registration certificate from respective (Registrar of Company) RoC.) NB: Date of Commencement of Business [in case of Company]		
7.	Have you completed minimum two years operation in Gujarat as on 30th March 2024 (Copies of landline telephone bills / valid lease agreement etc., in respect of the office).		
8.	Whether the Office is physically manned during the office hours on all working		

	days (Certificate in letter pad signed by Authorised person)	
9.	Whether the Bidder is having necessary registrations and respective licenses from Labour Department, Labour Enforcement Officer, Labour Welfare Fund, Professional Tax, and other Government Departments for compliance of all statutory/ Government requirements applicable to Housekeeping and Facility Management Services (Copies of valid registration certificates from Competent Authorities.).	
10.	Whether the Bidder complied with Central and State Labour Laws: Contract Labour (Regulation & Abolition) Act, 1970 Minimum Wages Act 1948 Payment of Bonus Act, 1965 Payment of Gratuity Act, 1972 Equal Remuneration Act, 1976 The Maternity Benefit Act, 1961 The Gujarat Labour Welfare Fund Act, 1953 (Copies of respective valid Licenses and Certificates from Competent Authorities as required).	
11.	Whether the Bidder have valid certificate from ESI Corporation and allotted with a code number by the ESIC (Copy of valid registration certificate from respective Authorities and previous "Return of Contributions" (Form-5) submitted to the ESIC or a copy Electronic Contribution History Sheet submitted to the ESIC in case of online contribution).	
12.	Whether the Bidder have valid certificate under EPF & Miscellaneous Provisions Act 1952 and have been submitting EPF contribution online (Copy of valid registration certificate from respective Authorities and copy of the Electronic Challan – Cum -Return (ECR) for EPF contribution for a Wage Month not older	

	than two months prior to the tender opening date).	
13.	Whether the Bidder is in the line of business of providing Housekeeping and Facility Management Services for more than three years to Public Sector / Govt. organization or Private institution of repute as on 30th March 2024 . (Copy of relevant work order or another supporting document to be enclosed)	
	Have you satisfactorily provided Housekeeping and Facility Management Services with at least three PSU Bank or reputed and scheduled Pvt. Bank for the last seven (7) years as under:-	
14.	a) At least a single work costing not less than Rs.96 lacs or	
	b) At least two works each costing not less than Rs.60 lacs or	
	c) At least three works each costing not less than Rs.48 lacs	
15.	Whether the Bidder is currently engaging more than 50 employees and at least one single deployment of at least 20 employees in Gujarat in Public Sector / Govt. organization or Private institution of repute for minimum two years (Nominal Roll of the employees and ESI / EPF statement as on 31st March 2024).	
16.	Whether the Bidder is providing similar kind of services for at least three years consecutive years and having annual average annual turnover of minimum Rs.50 lacs (Rupees Fifty lakhs) during the last the last three (3) financial years i.e., 2021-22, 2022-23 & 2023-24 as on 31st March 2024 in the books of accounts (Copy of Audited P&L accounts and balance sheets for the last three years as on 31st March 2024).	

17.	Proof that the Bidder is not involved into insolvency proceedings or any partners or directors facing insolvency proceedings or any criminal cases involving moral turpitude (Report from 'Cubic Tree' or like pending litigation searching softwares to the satisfaction of the Bank).			
18.	Whether the Applicant is 'Company, then it should not be owned or controlled by any director or Office/Employee of the Bank or their relative having the same meaning as assigned under section 2(77) of the Companies Act 2013 (A declaration duly signed and stamped by the Owner/s of the company/ firm/ proprietorship on the Letter head).			
19.	Value of current monthly billing in Housekeeping and Facility Management Services in Gujarat. (Details with performance certificates/work orders Copies, pay roll and nominal roll for the month March 2024 to be enclosed)			
20.	Details of empanelment with different organizations(Letter of empanelment to be enclosed)			
21.	Name and address of Banker's (enclose latest solvency certificate of minimum value of Rs. 50 lacs)			
22.	Average Annual Turnover during last three years (In Lakhs) (Copies of audited P&L accts & balance sheets for 2021-22, 2022-23& 2023-24 along with Auditor's Note to be enclosed) *Provisional as certified by Chartered Accountant	2021-22	2022-23	2023-24
23.	Annual profit during last three years (In Lakhs) (P&L as well as Balance Sheet for 2021-22, 2022-23 & 2023-24 along with Auditor's Note to be enclosed) *Provisional as certified by Chartered Accountant	2021-22	2022-23	2023-24

24.	Have valid ISO certificate (Enclose self-attested copies of all relevant documents, if available)	
25.	Details of Banker's name and address with telephone No.	
26.	Details of Partners / Directors/ Promoters	
27.	Escalation matrix of the Service Provider	
28.	Whether any litigation/arbitration cases pending against the Bidder, if yes, furnish details	
29.	Whether a near relative / family member of the applicant is employed in State Bank of India and if so the details of such employee/officer.	
30.	Details of valid GST registration and Income Tax PAN (Copies of GST registration certificate and PAN to be enclosed)	
31.	Is the Firm owned or controlled by any Director or Staff or Employee of the Bank or their relatives having the same meaning as assigned under Section 6 of Companies Act 1956	
32.	Have you been blacklisted / debarred by any organisations in the past? If yes, furnish the details	
33.	Details of valid licenses, approvals, certificates, registration from all statutory authorities regarding Contract Labour (Regulation and Abolition) Act/ Labour / P.F / ESI dept. /Income Tax /GST / Shops and Establishment Act/ any other relevant and mandatory requirement. (A declaration and self-attested copies of all relevant documents should be submitted by the bidder to this effect).	
34.	Whether dealing with SBI(If yes then the contract details to be enclosed)	
35.	Service Provider should not have complaints against them by their own employees on non-payment of wages (or), underpayment of wages in any Labour Court / Tribunals / Civil Courts	

	(or) Blacklisted (or) Debarred by any of the Government Establishments / Public Sector Undertakings (PSUs) / Public Sector Banks (PSBs) / Other Scheduled Commercial Banks (Affidavit cum Declaration duly stamped and notarised from the Authorised Director / Partner of behalf of the Company / Firm to the satisfaction of the Bank).	
36.	Any other relevant information.	

We certify the particulars given above are true and correct.

Place:

AUTHORISED SIGNATORY WITH SEAL

Date:

NB: KINDLY PLACE ALL DOCUMENTS IN THE SAME ORDER AS GIVEN ABOVE WITH A SEPARATOR FOR EACH TYPE OF DOCUMENT FOR EASE OF COLLATION

Annexure 'E'

**TENDER FOR HOUSEKEEPING AND FACILITY MANAGEMENT SERVICES FOR ADMINISTRATIVE OFFICE BUILDING
GANDHINAGAR, SECTOR 10B, OPPOSITE NEW SACHIVALAYA, GANDHINAGAR, GUJARAT - 382010 AND DIRECT
BRANCHES UNDER ADMINISTRATIVE OFFICE, GANDHINAGAR.**

**DETAILS OF HOUSEKEEPING AND FACILITY MANAGEMENT SERVICES EMPLOYEES PROVIDED BY THE APPLICANT
CURRENTLY IN GUJARAT**

Sl. No	Name & address of the client in Gujarat	Number of Employees Provided	Number of Skilled employees Provided	Value of contract per month	Date of Contract	Period of Contract		Responsible Person and designation at the client's office for whom the work was executed (with phone / Mobile
						From	To	

Please attach copies relevant order copy/contract copy and satisfactory performance cum installation cum completion certificate from the customers of the above contracts, ESI/ EPF Statement of all such employees engaged and KYC documents of employees so engaged (Work order to show number of employees engaged)

Date:

Authorized Signatory with seal

CONTRACT WITH REPUTED ORGANISATIONS WITHIN THE LAST SEVEN (7) YEARS AS ON 31ST MARCH 2024
LIST OF TOP-3 COMPLETED ANNUAL CONTRACTS

(With individual contract value above **Rs.48 Lakhs**& contract period from 01/04/2017 to 31/12/2024).
 The experience certificate with completed contract value duly issued by the client to be enclosed as evidence.

<u>Sl No</u>	<u>Nature of work</u>	<u>Client Details</u>	<u>Work Order Number, date and other details</u>	<u>Duration of the contract (Within an year) (FY/Work order year) (DD/MM/ YYYY to DD/MM/ YYYY)</u>	<u>Invoice /Bill details with date</u>	<u>Annual Contract Value (completed value): Amount</u>	<u>Payment details</u>		
							<u>TDS certificate Form 26 AS reference details with date (If applicable)</u>	<u>Payment certificate (If applicable)</u>	<u>Bank statement reference details (If applicable)</u>

Note: (Enclose copies of work order, satisfactory completion certificate, Invoice, TDS certificate, payment certificate, satisfactory completion certificate, client certificate (with work order, period, and payment details) and Bank statement as applicable for the above-mentioned works)

DRAFT FORMAT OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

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

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

B.G. No. _____ Date: _____

To

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

Value Rs. _____

Dear Sir

Bank Guarantee of Rs. towards Security Deposit for the work of Housekeeping and Facility Management Services on contract basis for SBI Branches/Offices Under Administrative Office, Gandhinagar

WHEREAS (Name and address of Service Provider) (hereinafter called the Service Provider) have entered into contract (for providing manpower services for State Bank of India, situated at) with SBI as mentioned vide SBI letterno..... 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 Security Deposit amounting to 5% of the annual contract value less earnest money deposit of Rs.....(Rupees only), to SBI..... for performing their part of the contract obligations.

AND WHEREAS in terms of said contract, the Service Provider is required to furnish to SBI a Guarantee of a Scheduled Bank for a value of Rs..... 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 Bank Guarantee in favour of SBI and Guarantees in the manner hereinafter appearing. In consideration of the premise, we (name of Bank and its branch) having our office at (address) here after called the "Guarantor" (which expression shall include it successors and assigns) hereby expressly, irrevocably &unreservedly undertaken and guarantee under that if the Service Provider fails to execute the work according to his obligations under the said contract, then notwithstanding any dispute between SBI

.....and the Service Provider, the Guarantor shall, on demand without demur and without reference to the Service Provider pay to SBI immediately any sum claimed by SBI under the said contract up to a maximum amount of Rs.....(Rupeesonly).

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

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

The Guarantor shall not be discharged or released from the undertaking and Guarantee, by any arrangement, variations made between SBI and the Service Provider and or indulgence shown to the Service Provider by SBI, 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 SBI in writing whichever is earlier.

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

This guarantee shall not be affected by any change in the constitution of the 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 SBI will be entitled to act as if the Guarantor were the Principal Debtor and the Guarantor hereby waives all and any of its rights or suretyship.

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

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

Any notice by way of request and demand or otherwise here under may be sent by post or any other mode or communication to the guarantor addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in providing such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of SBI that the envelope was so posted shall be conclusive.

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

Notwithstanding anything contained hereinbefore the liability of the guarantor under this guarantee is restricted to a sum of Rs. .

This guarantee will remain valid 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 authorised by the Bank (bank issuing the Bank Guarantee) to execute this Guarantee Deed.

Dated the

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

For & on behalf of (Bankers Name & Seal)

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

DRAFT INDEMNITY BOND FORMAT

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

THIS DEED OF INDEMNITY BOND executed at Gandhinagar on this.....day of.....month of year Two Thousand and Twenty..... (2024) By M/s.....duly represented by proprietor / one of its partners Shri....., aged.....years, son of Shri.....residing at.....(hereinafter referred to as "the Service Provider") In favour of State Bank of India, Administrative Office, Gandhinagar.

Whereas SBI has invited open bid tenders from the Service Providers for providing manpower services on contract basis at situated 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 favour of Service Provider by SBI, Administrative Office, Gandhinagar vide their letter.....

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

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

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

Signature of Service Provider with seal

SBI ADMIN OFFICE, GANDHINAGAR

**DETAILS OF LITIGATION / ARBITRATION CASES RESULTING FROM THE CONTRACTS EXECUTED IN THE
LAST SEVEN YEARS OR CURRENTLY UNDER EXECUTION**

Year	Award for organist applicant	Name of client	Cause of litigation and matter of dispute	Disputed Amount	Actual Awarded Amount

Note:

1. Information must be filled up specifically in this format
2. Indicate other points, if any, to show your technical competence to indicate any important in your favor.

Name of the authorized Signatory

Sign & seal of the applicant

FORM OF PRICE BID
(To be submitted through online)

TENDER FOR PROVIDING HOUSEKEEPING AND FACILITY MANAGEMENT SERVICES FOR ADMINISTRATIVE OFFICE BUILDING GANDHINAGAR, SECTOR 10B, OPPOSITE NEW SACHIVALAYA, GANDHINAGAR, GUJARAT - 382010 AND DIRECT BRANCHES UNDER ADMINISTRATIVE OFFICE, GANDHINAGAR

SI No.	Description	Reference	Periodicity	Total Amount in Rs.
A.	Cost of Manpower per persons	Central Minimum wages shall be paid as per the prevailing rates as fixed by the Govt. of India from time to time by the Service Provider	Monthly (26 days)	Wages w.e.f. 01.10.2023 The same can be claimed as reimbursement. Therefore, it shall be not loaded in the commercial Bid
B.	Charges towards Utility items/ Consumables i.e Uniform, Tools, Pest Control & Rodent Treatment etc. (should not be less than 10 % of manpower component i.e Sr.1)	As per Requirement arranged by bank	Monthly	Price as per bill given by bank
C.	Monthly Service/Departmental charges i.e. Service Providers profit & supervision charges.	Should not be less than 1% of manpower component	Monthly	
D.	Admin Charges as per gov. norms minimum 3.85 %		Monthly	
E.	GST 18%		Monthly	
F.	Cost offer for one Month			
G.	Total Cost offer for 12 (Twelve) Months		x 12	

Total(D) In words

NOTE:

1. The Service Provider shall be responsible to ensure making payment of Prevaling Minimum Wages” as notified by the Central /State Govt., whichever is higher to the persons employed by them.
2. GST amount should not be loaded in the Commercial Bid and shall be paid extra as applicable, by the Bank. The successful vendor should submit system generated GST tax invoice incorporation Bank’s GST in number and vendor GST no. Manual GST invoices will not be accepted.
3. Wages as per Central Government Minimum Wages w.e.f. 01.10.2023, hence Service Providers need not to quote Wages in price bid.
4. If the amount quoted by the bidder in the Price Bid is unreasonable/unrealistic or with Zero Profit Margin, based on the statutory payments or otherwise, the SBI reserves the right to reject such bids.
5. Service charges shall not be NIL. Any offer with NIL service charges shall be considered unresponsive. Percentage (%) to be given.
6. If more than one bidder is ranked L-1 in the GeM portal or multiple L-1 bidders have quoted the same price, the selection amongst the L-1 bidders will be made through Random Algorithm executed by GeM system/ Run L1 Selection’ (Auto run) option.

BREAKUPOF TOTAL CHARGES TO BE QUOTED**HOUSEKEEPING AND FACILITY MANAGEMENT SERVICES FOR ADMINISTRATIVE OFFICE BUILDING GANDHINAGAR AND
DIRECT BRANCHES UNDER ADMINISTRATIVE OFFICE, GANDHINAGAR**

Sl. No.	Type of Manpower	Manpower Required	Minimum wages per worker per day considered as per latest circular of Central Government Minimum Wages Act (Copy to be attached)			Statutory Components			Total minimum wages per day quoted by the bidder including statutory obligations / compliances as per minimum wages act.	Total Monthly Wages in (Rs.) considering 26 working days
			Basic (A)	DA (B)	Total (Basic + DA) (C)	EPF @ 13% of (C)	ESIC @ 3.25% of (C)	Bonus @ 8.33% of (C)		
		1	2	3	4	5	6	7	(8) = (4+5+6+7)	(9) = (4) x (1) x 26 days
1.	Unskilled									
2.	Semi-Skilled									
3.	Skilled									

Note: The rates mentioned are as per the minimum wages w.e.f. from **01.10.2023** and will be revised as and when government revises the same.

2. The number of manpower may increase or decrease as per the requirement.

DRAFT MEMORANDUM OF CONTRACT FOR HOUSEKEEPING AND FACILITY MANAGEMENT SERVICES FOR ADMINISTRATIVE OFFICE BUILDING GANDHINAGAR, SECTOR 10B, OPPOSITE NEW SACHIVALAYA, GANDHINAGAR, GUJARAT - 382010 AND DIRECT BRANCHES UNDER ADMINISTRATIVE OFFICE, GANDHINAGAR.

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

THIS CONTRACT IS ENTERED AT GANDHINAGAR ON THIS DAY OF 2024 BETWEEN

The State Bank of India (SBI) (hereinafter referred to as the 'Bank'), a body corporate constituted as per the provisions of the State Bank of India Act, 1955 having its Corporate Centre at Madame Cama Road, Mumbai-400021, India ("SBI"), and among others one of its Administrative Office at Gandhinagar, Gujarat, India("SBI")actingthrough its HR & Admin Department, Administrative Office, Gandhinagar, Gujarat(hereinafter referred to as the 'Bank' which expressions shall include its successor and assigns) of the ONE PART.

AND

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

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

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

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

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

2. That the contractor/ service provider hereby agrees to render theservice, at Bank's premises located at.....

3. It is hereby agreed between the parties that, all the Provisions, Terms and Conditions of the Original Tender Documents, Work Order and correspondence taken

place between the parties shall form part and parcel of this agreement and undertakes to abide by the same.

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

5. The contract will be valid for an initial period of 1 (One) year from the date of commencement of work subject to the renewal for two similar terms after expiry of initial period of one-year within the sole discretion of the SBI subject to satisfactory performance and not be claimed as right of the Contractor / Service Provider. In case of breach of contract or in the event of not fulfilling the minimum requirements/statutory requirement/satisfactory services etc., the SBI shall have the right to terminate the contract forthwith at any time in addition to forfeiting the performance security amount deposited by the Service Provider and initiating necessary action as deemed fit including de-paneling the contractor / service provider solely at the discretion of the SBI.

6. The contractor / service provider has quoted the rates after duly considering the prevalent rates of minimum wages prescribed by the Central Government. The wages shall be paid as per the prevailing rates as fixed by the Government of India from time to time and the rates quoted for material and service charges shall remain fixed and valid for a period of one year i.e. initial contract period from the date of commencement of work and no escalation / price increase, whatsoever will be considered during this period.

7. The Bank may consider renewal of contract for similar two terms on the same terms and conditions and provision contained in Point no. 4 above, except the minimum wages, which shall be considered as per Central Government rates prevailing at material time provided that the services rendered by the vendor are found satisfactory. However, renewal of contract is discretion of the Bank and the Service Provider shall have no right to claim for the same. No price escalation on account of material components, pest control, housekeeping & horticulture, etc., will be allowed during the contract period.

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

9. The Service Provider will always maintain on his roll sufficient numbers of employees (as indicated in the Tender documents), of able body, medically fit, honest, well behaved, skilled workman and technical and supervisory staff to oversee the work to be carried out by the employees engaged by the contractor / service provider. At no point of time the Service Provider will employ a person below 18 years and more than 50 years of age for workmen and up to age of 55 years for Supervisors. The Service Provider undertakes to get the antecedents of all his employees verified from the police authorities

before being deployed at the Bank's premises and also obtain their proof the identity and residence and provide copies of the same to the Bank. The Service Provider will be liable to maintain the employee strength on the Bank's site, considering the absentees / leaves of the employees. The contractor / service provider will provide list of the employees deployed at the site of the Bank with their complete address.

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

11. The contractor / service provider shall be solely responsible for the good conduct and performance of the employees engaged by him. The Service Provider 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 Service Provider will ensure that the employees employed by him, do not report to work under influence of / consume any narcotics / liquors/ psychotropic substances at the Bank's site.

12. The contractor / service provider will strictly comply with all the labour and such other statutory laws pertaining to the engagement of the employees and the Service Provider will be solely responsible for the acts of the employees engaged by him. The contractor / service provider will insure the employees engaged by him against risk of occupational hazards / personal injuries.

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

14. The Service Provider shall maintain Attendance Register and provide New Uniform (with Company's name badge) and photo ID Card, Safety Shoes, Helmet, Safety Belt, Hand Gloves etc. to all its employees deployed in the premises within the quoted rate(s) and no extra payment shall be made to Service Provider on this account. In addition to this, the Service Provider shall also arrange to supply and install Bio-metric attendance system at his own cost close to the Security Cabin or any other location approved by the Bank for maintaining daily record of attendance of all employees deployed at the site during the month and record thereof should be produced with monthly bills as a proof of claim for the same. The Service Provider has to ensure that the employees all the time wear their uniforms, safety equipment and photo id cards while working at the premises of the Bank and also replace the worn- out uniforms / safety equipment as and when deemed necessary.

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

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

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

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

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

20. Bank shall be at liberty to terminate the contract by issuing one month's notice to the Service Provider without assigning any reason whatsoever. Bank shall not pay any claim /compensation by Service Provider for such termination of Contract.

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

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

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

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

25. The Policy should be issued in the joint names of Employer and Service Provider with Employer's name appearing first. Minimum five employee/worker/persons should be covered under the insurance at a time for insured sum of Rs.5 lacs each, for any type of accident / incidence.

26. After completion of each month the Service Provider will submit his bills to the SBI, with copies of the records / registers showing that the Service Provider has paid the salary to his employees and paid their statutory dues. Bank will make the payment to the Service Provider. No advance payments will be made to the Service Providers.

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

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

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

30. The place of arbitration shall be at Gandhinagar and the language used in the Arbitration Proceedings shall be in English. Arbitration shall be conducted by a mutually appointed Sole Arbitrator. The sole arbitrator would not be past or present employee of the parties. If the parties are unable to agree upon a sole Arbitrator, each party shall

appoint one arbitrator and the two arbitrators so appointed by parties, shall appoint the third arbitrator, who shall be the Chairman of the Arbitral Tribunal.

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

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

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

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

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

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

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

38. The contractor / service provider is duty bound to obtain and retain during the currency of this present contract, all the license, clearances, certificates from the appropriate authorities under the Contract Labour (Regulation and Abolition) Act 1950 and rules framed thereunder required to provide the services to the Bank. The Service Provider will arduously strive to confirm /comply with the Laws pertaining to Employees Provident Fund, ESIC, Bonus Payment, Payment of Minimum Wages Act 1948 and all other statutory requirements and submit to the Bank copies of the returns filed with the appropriate government authorities evidencing such compliance. In the event, any dispute arises out of the non- compliance on the part of the Service Provider, the contractor will have to sort out such disputes at their end, without the Bank being incurring any liability thereof. The Service Provider will display all the charts, notices at the workplace which are mandatory as the Contract Labour (Regulation and Abolition) Act 1950.

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

for providing such amenities will be deducted from the bills payable to the Service Provider. The Service Provider will be responsible / liable to maintain all the statutory registers / records and accounts in compliance with all the statutory provision / requirements for providing services to the Bank.

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

41. Notwithstanding anything to the contrary in this contract, the Service Provider shall not assign its right 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.

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

43. If by any act/ ordinance / rules or statute prohibits employment of contract labour for the services as envisaged in the presents or otherwise, the present contract shall come to an end forthwith and no compensation whatsoever will be payable to the Service Provider or his workman/ employees.

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

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

46. 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 here in above unless the parties convey the change in writing to the other.

47. 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.

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

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

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

51. The Service Provider 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 Service Provider 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 Service Provider shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the State Bank of India (SBI). The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this contract are fully satisfied. The Service Provider's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this contract for whatever reason.

52. The competent authority of the Office of the SBI, Administrative Office, Gandhinagar 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:

- i. If the Service Provider being an individual or if firm, any partner in the Service Provider's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or

enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

ii. If the Service Provider being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of manager on behalf of the debenture holder shall be appointed, or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.

iii. If the Service Provider commits any breach of this contract not herein specifically provided for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the SBI and provided also that the Service Provider shall be liable to pay the SBI for any extra expenditure, it is thereby put to but shall not be entitled to any gain on repurchased.

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

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

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

Witness: -

For State Bank of India

For the Contractor/ Service Provider

1. 1.

SBI ADMIN OFFICE, GANDHINAGAR