#### **SBILD/TENDER/2024-25/01**

GeM ID	GEM/2025/B/6086406
Date	29 March 2025

#### e-TENDER

# STATE BANK OF INDIA STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT NEAR GSPC BHAVAN, SECTOR-11, GANDHINAGAR - 382011

#### **PART-A**

# TWO-BID TENDER SYSTEM THROUGH GeM PORTAL Note: Bidder should possess valid digital signature to bid for this tender

#### **TECHNICAL BID FOR PRE-QUALIFICATION**

TENDER FOR PROVIDING HOUSE KEEPING & MAINTENANCE OF FULL BUILDING (INCLUDING HOSTEL/GUEST ROOMS) OF THE STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT, NEAR GSPC BHAVAN, SECTOR-11, GANDHINAGAR- 382011

Name of Bidder:
Address:
GSTIN No
CONTACT NO: LANDLINE
MOBILE
E MAIL ID:

NAME OF THE OFFICE

STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT NEAR GSPC BHAVAN, SECTOR-11, GANDHINAGAR - 382011

Email: director.sbildgandhinagar@sbi.co.in

Last Date for Submission of Technical Bid: 15/04/2025 by 1700 HRS

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# **Notice Inviting Tender (NIT)**

State Bank Institute of Learning Development, Gandhinagar (hereinafter called SBILD) invites e-Tenders from the eligible Bidders for providing services of: HOUSE KEEPING & MAINTENANCE OF FULL BUILDING (INCLUDING HOSTEL ROOMS) OF STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT, NEAR GSPC BHAVAN, SECTOR -11, GANDHINAGAR - 382011

(Vendors are requested to visit the Bank's website and GeM Portal for any corrigendum issued in this regard.)

### **Details of tender are as under:**

2	Name of Work  Date and time where tender forms are available (for downloading tender document - Technical Bid and Price Bid)	Tender Notice for HOUSE KEEPING & MAINTENANCE OF FULL BUILDING (INCLUDING HOSTEL ROOMS) OF STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT, NEAR GSPC BHAVAN, SECTOR -11, GANDHINAGAR - 382011.  29/03/2025 to 15/04/2025 from  Bank's web site https://bank.sbi_under "SBI in the news" in "procurement news" and  GeM Portal.	
3	Pre-Bid Meeting/ contact person/telephone no/email address	• GeM Portal.  05/04/2025 at 1500 HRS at following address.  ASSISTANT GENERAL MANAGER & DIRECTOR, STATE BANK OF INDIA, SBILD, NEAR GSPC BHAVAN, SECTOR -11, GANDHINAGAR - 382011 Email: director.sbildgandhinagar@sbi.co.in  Please Note that only written queries submitted by proposed bidders in person or by e-mail till stipulated date and time shall be discussed and clarified in the meeting. Clarifications, if any, shall be posted only on the GeM Portal.	
4	Last date & time and address for submission of online technical bid along with other documents as specified in the tender and Price Bid.	Online submission, 15/04/2025 up to 1700 HRS  Note: It is sole the responsibility of the bidder to ensure submission of their online bid on or before stipulated date and time. The SBILD shall not entertain any bids received late due to any delay on account of connectivity or any other issues.	

5	Date, time and place of opening of Technical Bid	16/04/2025 (Wednesday) at 1530 HRS at the above address. Representatives of the Bidder may be present during opening of Technical Bid. However, Technical Bids would be opened even in the absence of representatives of any or all the bidders.
6	Address for Communication	ASSISTANT GENERAL MANAGER, STATE BANK OF INDIA STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT, NEAR GSPC BHAVAN, SECTOR – 11, GANDHINAGAR - 382 011 Email: director.sbildgandhinagar@sbi.co.in
7	Tenderers should have applicable and valid registrations with statutory authorities, viz. Income Tax, Goods and Service Tax, Labour License under section 12 (1) of the Contract Labour (Regulation and Abolition) Act 1970, Employees Provident Fund Organisation (EPFO), Employees State Insurance Corporation (ESIC), PAN etc.	Certified copies of supporting documents to be attached.
8	Bidder should not have been disqualified / debarred/blacklisted by any Governments/ Semi-Government Organisations /PSUs/ Banks (including any of the Offices/Branch of State Bank of India) pan India or not have been involved in any illegal activity or financial frauds.	Suitable declaration to this effect to be submitted on the letterhead of the firm duly signed by the Authorized Signatory.
9	Tenderer should have minimum 30 number of employees in its Firm (Proprietary/Partnership) /Company registered under the Companies Act.	The document proofs like PF/ESI monthly subscription statement to be attached (copy of any one month)

10	Earnest Money Deposit (EMD)	Rs 31,000.00 (Rupees Thirty-one thousand only) in the form of Banker's Cheque / Demand Draft issued by any Nationalized / Scheduled Bank drawn in favour of "STATE BANK OF INDIA" payable at Gandhinagar. EMD of unsuccessful bidders will be returned and no interest will be paid on EMD. EMD of successful bidder will be returned on receiving Security Deposit equivalent to 5.00% of annual contract value. Scanned copy of DD must be uploaded along with other required documents and only original DD must be submitted to the office of the Assistant General Manager at the above-mentioned address on or before 15/04/2025. Tender shall be summarily rejected if original DD is not received.	
11	Security Deposit (SD)	The Bidder whose tender is accepted by the SBILD shall be bound to deposit a sum equivalent to 5.00% of accepted "Annual Contract Value" including EMD as Security deposit in the form of Banker's Cheque / Demand Draft issued by any Nationalized /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 approved format.	
12	Bidder Contact Details	Bidder to provide following Information: -  1. Name of the Company/Firm/Proprietor  2. Contact details of Authorized Representative.  3. Mailing address with Pin Code  4. Telephone number and Fax number  5. Mobile number and e-Mail address	
13	Date of Commercial Bid Opening	On a subsequent date which will be communicated to such bidders who qualify in the Technical Bid.	
14	Validity for offer	6 (Six) months from the date of opening of Price Bid.	
15	Performance Security/ Guarantee	Performance/Financial Bank Guarantee for an amount equivalent to <b>5.00% of the Annual Contract Value</b> within 15 days from the date of issue of work order. The Bank Guarantee will be valid for a period of 15 months or such other extended period as the Bank may decide for due performance of the work undertaken by the successful bidder.	
16	Date of commencement of Work	Within 7 days from the date of issue of the Work Order	
17	Period of Honouring Payment Certificate	15 days from the date of receipt of bill (excluding Sundays and Public Holidays) to submitted on or before 7th of each month.	
18	Insurance	As per the insurance clause of the tender document	

- 19. In case the date of opening of tenders is declared as a Bank holiday, the tenders will be opened on the next Bank working day at the same time and venue.
- 20. The Bidders will provide their E-mail IDs, contact nos. and postal address in the bid documents. Henceforth, all official communication from SBILD shall be through E-mail/ written letters. Tenders received without required documents and details shall be summarily rejected and such bidders shall not be allowed to participate in the online price bidding process.
- 21. SBILD reserves the right to reject all the tenders or postpone or modify the tenders/dates without assigning any reasons thereof and no correspondence shall be entertained in this regard.
- 22. 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.
- 23. No Sub-Contracting will be permitted.
- 24. The Bidders registered as MSME shall be exempted from depositing EMD. However, Udyam Registration Certificate must be enclosed to avail the exemption.

Assistant General Manager & Director, SBILD

#### **(a) EVALUATION OF PRICE BID:**

- 1. The Bidders qualifying in the Technical Bid evaluation as above shall only be allowed to participate in the price bidding.
- 2. The award of contract will be made to the bidder whose bid has been determined to be the lowest, realistic and substantively responsive after arithmetic checking of all components of the price bid. In case more than one bidder quotes the same amount, the successful bidder will be decided by conducting lucky draw in front of the tender opening committee and vendors who have quoted the same amount.
- 3. The SBILD reserves the right to accept or reject any or all the bids without assigning any reasons there for and no correspondence shall be entertained in this regard.

We have read and understood the terms and conditions of tender and shall abide by the same.
Signature of the authorised person and Seal of Co./Firm
Name:
Place:
Date:

this

#### **LETTER OF DECLARATION**

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

ASSISTANT GENERAL MANAGER & DIRECTOR, STATE BANK OF INDIA, STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT, NEAR GSPC BHAVAN, SECTOR -11, GANDHINAGAR – 382011

Email: director.sbildgandhinagar@sbi.co.in

Dear Sir,

e-TENDER (THROUGH GeM PORTAL) FOR PROVIDING HOUSE KEEPING & MAINTENANCE OF FULL BUILDING (INCLUDING HOSTEL ROOMS) OF STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT, NEAR GSPC BHAVAN, SECTOR -11, GANDHINAGAR - 382011

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 consumables etc.) basis mentioned in the attached schedule and in accordance, in all respects, 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 HOUSE KEEPING & MAINTENANCE OF FULL		
		BUILDING (INCLUDING HOSTEL ROOMS) OF STATE BANK		
		INSTITUTE OF LEARNING & DEVELOPMENT, NEAR GSPC		
		BHAVAN, SECTOR - 11, GANDHINAGAR - 382011.		
b	Earnest Money	Rs. 31,000.00 (Rupees Thirty-one thousand Only). Scanned copy of		
	Deposit	DD must be uploaded along with other requisite documents and		
		only original DD must be submitted at abovementioned address on		
		or before due date. Tender shall be summarily rejected if original		
		DD is not received.		
	77.41.41			
c	Validity of Contract	For an initial period of 1 (One) year period from the date of		
		commencement of work, with the option of renewal for two similar		
		terms (after expiry of initial period) at the discretion of Bank, subject		
		to satisfactory performance.		

- 2. Should this tender be accepted, I/we hereby agree to abide by and fulfil the terms and provisions of the said conditions of Contract annexed hereto, so far as they may be applicable, or in default thereof to forfeit and pay to SBILD, the amount mentioned in the said conditions.
- 3. I/we have deposited Demand Draft / Banker's Cheque for a sum of Rs. 33,000.00 (Rupees Thirty-three thousand only) as Earnest Money Deposit with SBILD. 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 SBILD.
- 4. We understand that as per terms of this tender, the SBILD may consider accepting our tender in part or whole or may entrust the work of housekeeping services for the proposed building. We, therefore, undertake that we shall not raise any claim / compensation in the eventuality of SBILD 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 SBILD, 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 Organisation /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 prescribed by Bank and downloaded from web by us. In case, at any later stage, it is found that there is difference in our uploaded tender documents from the original tender documents and/or any other documentation, SBILD shall have the absolute right to disqualify / reject our Tender and debar us from participating in any future tenders of SBILD 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.

#### **INSTRUCTIONS TO BIDDER**

#### 1. Copies of the following documents are to be enclosed with the Technical Bid:

- 1. Bid Security declaration copy.
- 2. PAN of the Firm/ Proprietor
- 3. Labour License
- 4. ESI Registration
- 5. EPF Registration
- 6. GST Registration
- 7. Experience: List of Top 3 completed Annual Contracts

(Details filled in sheet scan copy to be enclosed)

#### 2. Purpose:

Comprehensive Annual Maintenance Contract for services such as Housekeeping & Maintenance of full building (including hostel rooms) of STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT, NEAR GSPC BHAVAN, SECTOR -11, GANDHINAGAR - 382011

#### 3. Invitation:

The bidders desirous of taking up the project for supply of above Services for SBILD are invited to submit (online, on the GeM portal) their technical & commercial proposal in response to this Tender. The criteria and the actual process of evaluation and subsequent selection of the successful bidder (L1) will be entirely at Bank's discretion. We seek proposal from Bidders who have the necessary experience, capability & expertise to provide Housekeeping Services adhering to Bank's requirement outlined in this Tender.

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

#### 4. Eligibility Criteria:

The Tender is open to all Bidders who fulfill the eligibility criteria. The bidders must submit the documents of eligibility criteria as per Annexure-C.

#### 5. <u>Disclaimer:</u>

The information contained in this Tender document or information provided subsequently to Bidder(s) or applicants (whether verbally or in documentary form) by or on behalf of SBILD, is provided to the Bidder(s) on the terms and conditions set out in this Tender document and all other terms and conditions subject to which such information is provided.

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

SBILD reserves the right to accept or reject any Bid/offer received, and to cancel the bidding process at any stage and reject Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for SBILD's action. SBILD reserves the right to reject any Bid on security and /or other considerations without assigning any reason.

### 6. Earnest Money Deposit (EMD)

The Bidder shall furnish EMD of Rs. 31,000.00 (Rupees Thirty-one thousand only) in the form of Demand Draft / Banker's Cheque / Pay Order drawn in favour of "STATE BANK OF INDIA", payable at Gandhinagar. No tender shall be considered unless the scanned copy of DD is uploaded along with other requisite documents and only original DD must be submitted at the abovementioned address on or before the due date. Tender shall be summarily rejected if original DD is not received. No interest shall be paid on EMD.

The EMD of the unsuccessful Bidder shall be returned within 30 days without interest after the decision to award the work is taken. All compensation or other sums of money payable by the contractor to the Employer under the terms of this contract may be deducted from the Earnest Money Deposit if the amount so permits or from any sums payable to the contractor and the contractor within 10 days after such deductions shall make good the amount so deducted. Firms registered under NSIC / MSME under valid/renewed/specific grade are exempted from submitting the EMD. The firms should submit the copies of the valid certificates.

#### 6.1 Performance Bank Guarantee (BG)

The selected bidder would be required to submit a performance Bank Guarantee to the SBILD for an amount equivalent to 5.00% of the Annual Contract Value within 15 days from the issue of work order. The bank guarantee will be valid for a period of 15 months or such other extended period as the SBILD may decide for due performance of the obligations undertaken by the successful bidder.

The **bank guarantee** should be issued by any scheduled commercial bank, other than SBI. A format for BG is attached as per Annexure–H.

The Performance Bank Guarantee is required to protect the interest of the SBILD against the risk of non-performance of the successful bidder or breach of performance of the conditions of the contract which may warrant invoking of Bank Guarantee (BG). Also, if any act of the Contractor results in imposition of Liquidated Damages, then SBILD reserves the right to invoke the Performance Bank guarantee.

#### 7. Bidding Document:

**7.1 Cost of Bidding:** The Bidder shall bear all costs associated with the preparation and submission of its bid. SBILD will not responsible or liable for these costs, regardless of the outcome of the bidding process.

#### 7.2 Content of Bidding Document

- 7.2.1 The biding document provides overview of the requirements, bidding procedures and contact terms. It includes Introduction, Instructions to Bidder, and Terms & Conditions of Contract, Eligibility Criteria, Technical Bid and Financial Bid.
- 7.2.2 The Bidder is expected to examine all instructions, statements, terms and specifications in the bidding document. Failure to furnish all the information required by the bidding documents or submission of bid not substantively responsive to the bidding requirements in every respect will be at the Bidder's risk and may result in rejection of the bid. SBILD 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, SBILD is entitled to issue corrigendum to the Tender relevant to the Scope of Work. Nothing in this Tender or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in the TENDER or any addenda.

#### 7.3 Clarifications & amendments:

- 7.3.1 If deemed necessary, SBILD 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. SBILD's decision in this regard shall be final and binding.
- 7.3.2 The Bidders requiring any clarification on the bidding documents should submit written queries that should reach the SBILD on or before 06/03/2025, 1500 HRS by letter or by e-mail at director.sbildgandhinagar@sbi.co.in. Personal phone calls will not be entertained.
- 7.3.3 At any time prior to the deadline for submission of bids, SBILD may modify or alter the bidding document by issuing an amendment/corrigendum on its site and the GeM portal. Intending bidders are advised to regularly keep watching the Bank website for such modification/corrigendum. No claim shall be entertained in this regard.
- 7.3.4 Any clarification issued by SBILD will be in the form of an addendum /corrigendum and will be available on the Bank's website https://bank.sbi in "SBI in the news" under "procurement news" and on the GeM Portal. The amendment will be binding on all bidders. SBILD, at its discretion may

extend the deadline for submission of bids/ corrigendum which shall be informed to all through SBI's website - https://bank.sbi (SBI in the news -> procurement news).

- 7.3.5 The Bidder shall ensure that they are fully acquainted with the premises in question as well as with the business activities thereat and the related manpower requirements for the work specified.
- 7.3.6 Tenders received after the due date and time shall not be considered.
- 7.3.7 Please note that it is Bidders' responsibility to provide all items which may not be specifically mentioned in the scope of works but are necessary to execute the work and provide services to the satisfaction of SBILD.
- 7.3.8 SBILD shall not be bound to accept the lowest bid and reserves the right to accept or reject any or all the bids without assigning any reason whatsoever.
- 7.3.9 No alterations or additions are to be made by the Contractors to the tender document. Violation of this instruction will attract rejection of the tender at the discretion of the SBILD.
- 7.3.10 All the parts of this tender documents i.e., Tender Notice, General rules and Instructions to Bidders, offer letter, General conditions of contract, Annexures etc. shall constitute part of the contract document that may be exchanged with the successful bidder while awarding the contract.

#### 8. Bidding Process

**8.1** The tender (two bid system) containing PART-A (Technical Bid) and Price Bid (PART-B) online to be conducted through GeM Portal, Ahmedabad. All details with the relevant information/documents/acceptance of all terms and conditions strictly as described in this tender document will have to be submitted. In the first stage, only TECHNICAL BID will be opened and evaluated. Bidders satisfying eligibility criteria and agreeing to comply with all terms and conditions specified in this document will be evaluated for technical specifications. Only those who qualify in the Technical Bid shall be eligible to be considered for PART-B (Commercial Bid) opening. The Commercial Bids of those who do not qualify in the Technical Bid will not be opened.

#### 9. Pre-Qualification Technical Bid

**9.1** The bidders are advised to submit various documents on the GeM portal on or before the stipulated date i.e., 15/03/2025.

#### 9.2 Preparation and Submission of Bids:

- **9.2.1** The bids prepared by the bidder and all correspondence and documents relating to bids exchanged by the bidder must to be written in English.
- **9.2.2** Bidder must provide specific and factual replies to specific questions asked in the TENDER.
- **9.2.3** The technical bid must contain following details:

- 1. Bid Security Declaration.
- 2. A letter on bidder's letterhead containing:
- a. Details about the technical competence and experience of the bidder.
- b. A certificate that the period of the validity of the bid is 180 days from the date of submission of bid.
- c. A confirmation that the bidder has quoted for all the items/services mention in the Tender in their commercial bid.
- 3. Supporting documents in respect of Eligibility Criteria as mentioned in **Annexure-C.**
- 4. Bidder's information as per **Annexure–D** on bidder's letterhead.
- 5. Audited balance sheets and profit & loss account statement for the last 3 financial years i.e., 2021-22, 2022-23 and 2023-2024. **Provisional figures of 2023-24 will not be considered**.
- 6. A copy of the board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender documents.
- 7. Bidder should submit price bid as per Annexure–K of the bid through e- Tendering.

#### **9.2.4 Bid prices:**

The price quoted should be inclusive of profit, lump sum payment towards costs such as Insurance, personal protective equipment, tools required, mobile charges, all taxes, uniform, duties & statutory levies etc. including escalation on account of increase in tool cost during the contract period of initial one year and renewable at the same terms for another one-year period. The successful Contractor must submit system-generated GST invoice incorporating the Bank's GST number and vendor GST number and HSN code. Manual GST invoices will not be accepted. Any increase in minimum wages /VDA as per Central Govt. Act shall be reimbursed by SBILD.

#### 9.2.5 Revealing of Prices:

The rates or prices in any form or for any reasons should not be disclosed in the technical or other parts of the bid except in the price bid and failure to do so would result in disqualification and rejection of the bid.

### 9.2.6 Pre-Bid Meeting:

SBILD shall organize a pre-bid meeting on the date as mentioned in the NIT at the office address as mentioned in the NIT. All communications regarding points/queries requiring clarifications shall be given in writing to the address as mentioned in NIT. The clarification on the queries shall be communicated to the bidders through the Bank's website <a href="https://bank.sbi">https://bank.sbi</a> under procurement news.

#### 9.2.7 Validity of Bids

Bids shall remain valid for 180 days from date of submission mentioned at Bid Details. A bid valid for shorter period is liable to be rejected. The bidder may require giving consent for the extension of the period of validity of the bid beyond initial 180 days, if so desired by SBILD in writing or by email. Refusal to grant such consent would result in rejection of bid. However, any extension of validity of bids will not entitle the bidder to revise / modify the bid document.

#### 9.2.8 Bid Integrity:

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

#### 10. Format and Signing of Bid:

- **10.1** The bidder should submit the bid through the GeM portal as per minimum eligibility criteria, Technical Bid, Price Bid and other requested information.
- 10.2 In the event of the last date for the receipt of bids being declared as Bank holiday for the Bank, the bids will be received on the next Bank working day till specified time period. The bank may at its discretion extend the bid submission date. The modified last date & time will be notified on the web site of the Bank.

#### 10.3 Bid Currency:

Prices shall be expressed in Indian Rupees only.

### 10.4 Late Submission of bids:

Any bid uploaded after the due date and time will be rejected/will not be accepted. Please observe timelines.

#### 10.5. Modification and Withdrawal of Bids:

- 10.5.1 Once bid is submitted no modification is permissible. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity.
- 10.5.2 If any Bidder withdraws his tender before the said period or make any modifications in the original terms and conditions of the tender, SBILD shall, without prejudice to any other right or remedy, be at liberty to cancel such tenders and forfeit full value of the EMD as aforesaid.

#### 11. Opening and Evaluation of Bids:

11.1 Opening of Technical Bid: All the Bids will be opened at the date, time & locations mentioned under the clause Bid Details. The technical bids will be open in the presence of representatives of the bidders who choose to attend.

#### 11.2 Evaluation process:

#### 11.2.1 Preliminary examination:

The bids will be examined by SBILD to determine whether they are complete and whether required bid security has been furnished. A bid determined as not substantially responsive will be rejected. SBILD may, at its discretion waive any minor nonconformity or irregularity in a bid which does not constitute a material deviation.

After opening of the technical bids and preliminary examinations, some or all the bidders may be asked to make presentation of the solution/services offered by them.

Any effort on the part of bidder to influence bid evaluation process or award of contract may result in the rejection of the bid.

#### 11.2.2 PART-A Technical Evaluation:

Detailed technical evaluation will include scrutiny of minimum eligibility criteria (as mentioned in Annexure B) and technical information submitted as per technical bid format (Annexure C) and site visits.

Bids meeting the eligibility criteria & having complied with the points of Technical Bid and attain minimum technical score shall be qualified for price bid opening & evaluation / E-tendering.

#### 11.2.3 PART-B Commercial Evaluation:

The price bid of only those Bidders who are short-listed after technical evaluation would be opened. The format for quoting price bid set out in Annexure-J. The commercial offer should consist of comprehensive Cost for the tendered work. Bidder must provide detailed cost breakdown, for each category mentioned in the commercial bid.

<u>Note</u>: The Bidders should ensure to follow the minimum wages (Central Govt.) Labour act, ESIC, EPF, Insurance and all statutory obligations, etc. while quoting the price bid and final price in the e-tendering. The price quoted should be inclusive of profit, lump sum payment towards the cost such as insurance, personal protective equipment, tools required, mobile charges, all taxes, uniform, duties & statutory levies etc., including escalation on account of increase in tool cost during the contract period of initial one year and renewable at the same terms and contract period of another one yea., <u>The successful vendor must submit system generated GST tax invoice with Bank's GST number and vendor GST no. Manual GST invoices will not be accepted. Any increase in minimum wages/VDA as per Central Govt Act shall be reimbursed by SBILD.</u>

#### 12. Award & Signing of contract:

SBILD will notify successful bidder (L1) in writing by letter in duplicate or email that its bid has been accepted. The Selected bidders must return the duplicate copy of the bank within 7 working days duly Accepted, Stamped and Signed by Authorized in token of acceptance.

The successful bidder shall be required to enter into a contract with the Bank within 7 days of the award of the tender or within such extended period as may be decided by the Bank along with the letter of acceptance, BG and other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof.

Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter and contract should be submitted.

#### 13. Sub-contracting:

As per scope of the TENDER, sub-contracting is explicitly prohibited.

#### 14. Cancellation of Contract:

SBILD shall have the right to cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of at least three (3) months, without assigning any reason.

#### 15. <u>Liquidated damage</u>:

If contract fails to perform services in the technical specifications and scope of work with the requisite quality, minimum qualification of the manpower and within stipulated time schedule, SBILD shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent up to 5.00% of the monthly bill.

#### 16. Statutory and other Regulations

The Contractor shall comply with all the statutory obligations of the Government of India/State Governments/Municipal Authorities and local authorities applicable, and SBILD shall not be liable for any action under the statutes applicable due to non-fulfillment of statutory obligations by the Contract.

#### 17. Settlement of Disputes and Arbitration:

a) **Resolution of dispute:** In the event of any question, dispute or differences in respect of contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract arises, the parties may mutually settle the dispute amicably.

- b) **Arbitration:** Any dispute and/or difference arising out of or relating to this contract including interpretation of its terms will be resolved through joint discussion of the authorized representatives of the parties. If the disputes are not resolved by discussions, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by mutual consent of the parties. If no consensus is reached on the name of sole arbitrator, then the Arbitrator shall be appointed as per the provision of Arbitration Act. The arbitration proceedings shall be conducted in **Gandhinagar** and in English language only and in accordance with the provisions of Arbitration & Conciliation Act 1996 or any statutory re-enactment thereof. The decision of the arbitrator shall be final and binding on the parties.
- c) **Applicable Laws:** The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made thereon from time to time.
- d) **Jurisdiction:** All the suits arising out of the contract shall be instituted in the court of competent jurisdiction situated in **Gandhinagar** only and not elsewhere.
- e) **Saving clause:** No suits, prosecution or any legal proceedings shall lie against the **SBILD** or any person for anything that is done in good faith or intended to be done in pursuance of tender.

#### 18. Governing Law:

The contract shall be interpreted in accordance with the Indian laws.

#### 19. Inspection:

SBILD shall have the right to inspect duties being performed by the personnel, and the quality of tools used, to ensure that the Contractor is effectively carrying out the obligations under the Maintenance Contract. All questions relating to the performance of the obligations under the Maintenance Contract, and all the disputes and differences which shall arise either during or after the agreement period or other matters arising out of or relating to this agreement or payment to be made in pursuance thereof shall be decided by SBILD, whose decision shall be final, conclusive and binding on the Contractor.

SBILD may also require that the Contractor should get the quality and quantity of tool used by him, and the jobs completed/executed by him, certified by an official of SBILD, before the bills related to those items/ jobs are paid by SBILD.

#### 20. Powers to Vary or Omit Work:

No alterations, amendments, omissions, additions, suspensions or variations of the work (herein after referred to as variation) under the contract shall be made by the successful bidder except as directed in writing by SBILD. SBILD shall have full powers, subject to the provision hereinafter contained, from time to time during the execution of the contract, by notice in writing to instruct the successful bidder to make any variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any suggested variations would, in the opinion of the finally selected bidders, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall instruct the successful bidder to make

such other modified variation without prejudice to the contract. The finally selected bidders shall carryout such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If SBILD confirms its instructions, the successful bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference and cost occasioned by such variation shall be added to or deducted from the contract price.

In any case in which the successful bidders receive instructions from SBILD as to the requirement of carrying out the altered or additional substituted work which either then or later, will in the opinion of the finally selected bidders, involve a claim for additional payments, such additional payments based on minimum wages shall be mutually agreed in line with the terms and conditions of the order.

The manpower required is tentative which may increase or decrease. The quantity for manpower, cleaning material, and machines mentioned in this tender is minimum indicative. It shall, be sole responsibility of the contractor to ensure deployment of additional manpower required, if any, for execution of work and service to the utmost satisfaction of client/employer/owner i.e., SBILD without any extra charge but within the accepted tender amount only. In the event of supply of lesser number of manpower, the proportionate amount shall be deducted from the monthly bill.

If any change in the work is likely to result in reduction in cost, the parties shall agree in writing to the extent of change in contract price, before the finally selected bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of SBILD shall prevail.

#### 21. No Waiver of Bank Rights or Successful Bidder's Obligations:

Any indulgence, forbearance or waiver granted or shown by SBILD will not prejudices the rights of SBILD nor shall it relieve the successful bidder from carrying only his obligation under the contract.

#### 22. <u>Deduction from Monthly Costs:</u>

SBILD reserves right to delete or reduce any item or sanction of the bills before effecting payment in case any complaints regarding quality of services, in efficient service, non-adherence to agreed quality of tools or services have been received or noticed by the Committee comprising of four members specifically constituted by SBILD for the purpose, without assigning any reason whatsoever and no claim will be entertained in this regard.

The Contractor shall reimburse the SBILD all costs, charges, damages or expenses which the SBILD may have paid, (which the contractor is obliged under this Maintenance Contract to pay) within 30 days upon written request of the SBILD, failing which such costs, charges, damages or expenses including statutory payments, if any shall deducted/recovered/set off by the SBILD against the bills raised by the Contractor or from any money due or becoming due to the Contractor under the Maintenance Contractor may be recovered by action under law or otherwise from the Contractor or by invoking the Bank Guarantee furnished by the Contractor.

#### 23. Period of Contract:

Initial period of the contract is 01 (One) year. After initial contract period of one year the contract may be reviewed and on the same terms and conditions for further period of two terms, as per the discretion of the SBILD. The Contractor shall continue to render services under the contract till alternate arrangement is made by the SBILD.

However, SBILD may terminate the contract without assigning any reason by giving three (03) months' notice. In the event of disorderly behaviour of contractor or its employee or in the event of continuation of interim is considered not desirable in the interest of SBILD, the contract may terminate forthwith.

#### 24. Commencement Period:

The work must be commenced immediately an award of the contract in favour of the successful bidder. If the Contractor delays the commencement of the work or more than 7 days after award of the contract or such exceeded time as may be intimated to the successful bidder. The SBILD will be at liberty to cancel the award of contract without giving any notice.

#### 25. Manpower, Wages, etc.:

- 25.1 The contractor should ensure to comply with all the provisions of Labour Act/State/Central Govt. Agreed procedures. The Contractor shall be solely responsible for compliance of provisions of Various labour and industrial laws and all statutory obligations such as minimum wages as per Central Govt. Rules, allowances, compensations, EPF, gratuity, Insurance, ESIC, etc. relating to personnel engaged by them. The SBILD shall have no liability in this regard.
- 25.2 The Contractor should obtain necessary labour license from statutory authorities for deploying manpower. All personnel provided by the Contractor will be on the payrolls of the Contractor/Company and there will be no Employee and Employer relationship between the personnel engaged by the Contractor and the SBILD.
- 25.3 That the Contractor will not sub-contractor permit any other person to perform any of the work or services agreed to without prior written permission from the SBILD. The Contractor shall ensure the availability of a reliever for weekly off and a substitute is provided if a person is absent. The Contractor should arrange for replacing his workmen to give weekly off to his workmen as per the labour rules.
- 25.4 Contractor's personnel or their family members shall not be allowed to stay / reside at site. The documents related to submission of EPF, ESIC, salary paid, etc, to the respective statutory bodies must be submitted along with next month bill for scrutiny.
- 25.5 The SBILD shall have the right to have any person removed who is undesirable or otherwise and similarly the Contractor reserves the right to remove the personnel with prior permission of the SBILD, except under emergencies / unavoidable circumstances.

- 25.6 The Contractor shall exercise adequate supervision to ensure proper performance of Services in accordance with the requirements.
- 25.7 The Contractor shall issue identity cards/ identification documents to all its employees. These Identity cards will be enabled with biometric-enabled and attendance should be produced with monthly bills as a proof of claim for payment of bills.
- 25.8 The personnel of the Contractor shall not be the employees of the SBILD, and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract.
- 25.9 The Contractor shall also provide at its own cost all benefits; statutory or otherwise to its employees and the SBILD shall not have any liability whatsoever on this account.
- 25.10 The details of the machineries proposed to deploy, and other technical details can be furnished in the technical bid.
- 25.11 The contractor must maintain an attendance register of the persons employed and the same will be inspected daily by the SBILD's Officer-in-charge. In addition to this, the contractor shall also arrange to supply and install Bio-metric attendance system at his own cost close to the Security Cabin or any
- 25.12 other location approved by the SBILD 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.
- 25.13 If any of the labour employed by the contractor is found to be under performing or any mobilization is found or found under the influence of alcohol or any abusive substance / reported while on duty, such person/persons shall not be allowed to work at site anymore and the SBILD reserves the rights to ask contractors for immediately removal such person(s) with suitable substitute immediately.
- 25.14 The staff deployed at site should be physically fit to handle the works detailed in the scope. The full biodata of the staff deployed at site like their full address, educational qualification, age proof etc. shall be made available before commencement of work. The staff must be deployed in consultation with the SBILD officials after performing the interview of the staff. The age of staff should be generally Major i.e., aged from 18 years to 60 years so that the benefits of ESIC and EPFO is available to them.
- 25.15 The contractor shall fully comply with all the applicable laws, rules and regulations. The contractor shall be responsible for proper maintenance of all Registers, Records and Accounts so far as these relate to the compliance of any statutory provisions/obligations. The contractor shall be responsible for maintaining record pertaining to payments of Wages Act and for depositing the PF Contributions, if required, with authorities concerned and ensure to afford credit of salary in their accounts. The contractor shall be bound to submit original challans and other documents about payment of ESIC/EPF/any other statutory dues /compliances/pay slip along with monthly bill to the SBILD, failing which bill will not be entertained.

- 25.16 The Contractor's supervisor shall be first line of contact for SBI, who shall report to the designated officers of SBILD for all requirements.
- 25.17 In case, any demand is raised by the SBILD for providing additional manpower for any extra work /activity other than those pertaining to the scope of work of the captioned project, the contractor shall make arrangements for the same and cost thereof shall be paid by the SBILD on the basis of minimum wages.
- 25.18 All the chemicals, consumables required for the purpose of providing services should be of standard brands as specified in the tender, and as per the approval of the SBILD. No substandard material shall be used. The chemicals used for the purpose of cleaning shall be eco-friendly and biodegradable.
- 25.19 The contractor shall abide by "The Prohibition of Employment as Manual Scavengers and their Rehabilitation Act-2013"

#### 26. Safety, Security, etc.:

That the SBILD shall not be liable for any compensation in case of any fatal injury/death caused to any of the Contractor's employees while performing / discharging their duties/visiting SBILD's premises for inspection or otherwise. The contractor shall alone be fully responsible for safety and security & insurance or life insurance of their personnel who are engaged for maintenance work.

In no case, safety norms shall be violated.

The Contractor agrees that its personnel shall comply with security regulations in effect from time to time at SBILD's premises.

The Contractor should issue valid Company identity cards to all their staff personnel who will be providing services under this contract.

The Contractor 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 SBILD premises etc.

The Contractor shall ensure to get the police verification for all the manpower deployed by them and the contractor should ensure that the manpower deputed should bear good character and conduct.

The contractor shall be responsible for the good conduct and performance on the part of his personnel and the contractor 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 SBILD in whatsoever and howsoever manner or in any connection therewith against SBILD now or at a future date. The contractor will at the request of the authorized officer of SBILD 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 SBILD or its customers. The contractor should undertake to thoroughly verify the antecedents, addresses, qualifications, character, family background and technical qualification etc. of its personnel.

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

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

All contractor personnel will be subjected to physical checking / frisking while coming and leaving the SBILD premises. The contractor should maintain a register of its personnel who carry out the work and such register shall be kept open for inspection by SBILD as and when required. The Contractor will open SB accounts in any SBI Branch of all personal engaged in work force. The contractor is required to maintain First Aid kits for use whenever it becomes necessary.

#### 27. Payment Terms:

Payment of wages/EPF/ESI etc. to all the workers engaged by the contractor should be through an Account maintained with SBI which should be witnessed by an officer of the SBILD, and evidence thereof should be submitted to the SBILD. The payment to be made before 7th of each Month. The performance of the contractor shall be monitored by the committee based on the feedback on quarterly basis.

# 28. Force Majeure:

"Force Majeure" shall mean any event beyond the control of SBILD or of the Contractor and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- a. War, hostilities, invasion, act of foreign enemy and civil war.
- b. Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts.
- c. Strike, sabotage, unlawful lockout, epidemics, quarantine and plague.
- d. Earthquake, fire, flood or cyclone, or other natural/manmade disaster.

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, *interalia*, the following with reasonable detail:

- i. The date of commencement of the event of Force Majeure.
- ii. The nature and extent of the event of Force Majeure.
- iii. The estimated Force Majeure Period.
- iv. Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.
- v. The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of

- its obligations affected thereby.
- vi. Any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

#### 29. Governing Language:

The contract and all correspondence / communications and other documents pertaining to the Contract, shall be written in English or in Hindi.

### 30. Signing of Agreement of Maintenance Contract:

This tender document shall be the basis for the Maintenance Contract to be entered into with the successful Bidder and the offer shall be strictly in line with the terms specified herein. No deviation from the terms and conditions specified shall be acceptable. For this purpose, the Bidder shall submit all the documents as specified in this tender duly signed and stamped on each page as a token of acceptance. The agreement shall be entered by user department.

- **30.1** 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.
- **30.2** Necessary CAR policy for all employees who areengaged for maintenance works, for safety & security & third-party Insurance to be obtained.

# **DETAILS OF PREMISES**

The bidders are required to provide housekeeping & maintenance of full building (including hostel rooms) of STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT, NEAR GSPC BHAVAN, SECTOR-11, GANDHINAGAR – 382011

Fully Owned premises comprising of:

ADMIN BLO	CK		
Classrooms	2		
Multi Utility Hall Auditorium/ Conference room			
Office (AGM + Admin. Office)	2		
Toilets (AGM + Facility Common + Auditorium)	3		
Faculty Rooms	2	11,442 Sq Ft	
Library	1	2 8	
Record Room/Stationary Room	1	$\frac{4}{4}$	
UPS Room/ Server Room	1	<b>=</b>	
Store Room	1	]	
Pantry	1	]	
Passage	7	]	
Hostel block			
Reception	1		
Dining hall	2	Ī	
Hostel rooms passage	4		
Kitchen	1	$\mathbf{S}_{\mathbf{q}}$	
Hostel Rooms	30	<del>1</del> 62	
VIP rooms (including toilets)	8	14,462 Sq Ft	
Gym	1	]	
Toilet (Rooms + Common toilet at Parking)	23		
General area			
Security area		<u>+</u>	
Parking area	d H		
Entrance	16,810 S		
Stair case in both the blocks			
Garden		1 91	
Approximate Total Area	42,	,714 Sq Ft	

#### GENERAL CONDITIONS OF THE CONTRACT

#### **DEFINITIONS:**

In the contract, the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

- 'The Contract' means the documents forming the tender and acceptance thereof and the formal agreement executed between SBILD and the contractor, together with the documents referred to therein including these conditions and other instructions issued by the Employer from time to time and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- **'Employer /SBILD'** means State Bank Institute of Learning & Development having its Office at Near GSPC Building, Sector-11, Gandhinagar 382011.
- 'Competent Authority' means authority nominated to exercise power of approval, sanction and acceptance concerning administrative, financial and technical aspects of transactions done on behalf of the Bank.
- 'The Contractor or Contractors' means the firm, company or person engaged by the SBILD to carry out the work. It shall also include their legal representative(s), successors or assigns.
- **'Site'** means State Bank Institute of Learning & Development having its Office at Near GSPC Building, Sector-11, Gandhinagar 382011. Office / Hostel/Guest rooms, where the works are to be carried out.
- 'Contract value' means the value of the entire work as stipulated in the work order conveying acceptance of the tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.
- 'The schedule of quantity' means the schedule of quantity as specified and forming part of this contract.
- 'Works' or 'work' means the work(s) described in the "Scope of Work" and/or to be executed in accordance with the contract and includes labour, materials, apparatus, equipment of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.
- 'Month' means Gregorian / English calendar month.
- 'Week' means seven consecutive days.
- 'Day' means a calendar day beginning and ending at 00 HRS and 24 HRS respectively.

Where the context so requires, words imparting the singular only also include the plural and vice versa; and, any reference to masculine gender shall include feminine gender and vice versa.

"Holiday" means holiday declared by the Govt. of Gujarat under Section 25 of the Negotiable Instruments Act and as applicable to SBILD.

#### 2. LANGUAGE:

The language in which the contract documents shall be drawn in English.

### 3. <u>INSPECTION OF SITE:</u>

The Bidders are advised to inspect the building and finishes (glass, aluminum composite panel, crystalline glass, Italian marble, granite, tiles, carpets, stainless steel cladding, veneers, laminates etc.) before quoting their rates. It is expected that the Bidder will provide high quality services without damaging the existing finishes provided in the various areas of the premises.

#### 4. CONTRACTOR TO INFORM HIMSELF FULLY:

The service contractor shall be deemed to have carefully examined the work, site conditions including labour availability, various conditions, job requirements, schedules of equipment and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carry out their own investigations to arrive at the rate(s) to be quoted in the tender. In this regard, they will be given necessary information available with the Employer. If the contractor shall have any doubt as to meaning of any portion of the conditions, or the scope of work or any other matter concerning the contract, he shall in good time, before submitting his tender, ascertain the particulars thereof by contacting the concerned officials before tendering. Once the tender is submitted, the matter will be decided according to contract conditions. For clarifications / Doubts, the contractors may make full use of the pre-bid meeting which would be conducted at site office at ASSISTANT GENERAL MANAGER & DIRECTOR, STATE BANK OF INDIA, SBILD, NEAR GSPC BHAVAN, SECTOR -11, GANDHINAGAR – 382011, as detailed in the NIT. Written inquires to be submitted one day prior to pre-bid meeting.

#### 5. WORK TO BE CARRIED OUT:

The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, and equipment which may be required for carrying out the works at satisfactorily.

#### 6. <u>SUFFICIENCY OF TENDER:</u>

The Contractor shall have deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rate(s) and price(s) quoted in the Schedule of Quantity, which rate(s) and price(s) shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for carrying out the work.

#### 7. Signing of contract Documents

The successful Bidder shall be bound to implement the contract by signing an agreement and conditions of contract with the respective establishments of SBILD within 7 days from the receipt of intimation of acceptance of the tender by the SBILD. However, the written acceptance of the tenders by the Bank will constitute a binding agreement between the Bank and successful Bidder whether such formal agreement is subsequently entered into or not.

#### 8. WORK ORDER:

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

#### 9. **CONTRACT DOCUMENT:**

On receipt of work order from the Employer, the successful Bidder shall be bound to implement the contract and within 7 days thereof, he shall sign an agreement on a non-judicial stamp paper of appropriate value. The contractor shall be furnished, one certified copy of the contract documents as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

#### 10. PERFORMANCE SECURITY/GUARANTEEDEPOSIT:

The successful bidder should submit a Performance/ Financial Bank Guarantee for an amount equivalent to 5% of the value of contract (i.e12 month value of contract) within 15 days from the date of issue of work order. The Bank guarantee will be valid for a period of 15 months or such other extended period as the Bank may decide for due performance undertaken by the successful bidder.

#### 11. INSURANCE OF WORKS:

- i) 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.
- ii) The Policy should be issued in the joint names of Employer and contractor with Employer's name appearing first. Minimum 5 employee/worker/persons should be covered under the insurance at a time for insured sum of Rs 5 lac each, for any type of accident / incidence.
- iii) The contractor shall, from time to time, provide documentary evidence as regards payments of premia for all insurance Policies for keeping them valid till the completion of the work.
- iv) Without prejudice to any of its obligations and responsibilities specified above, the Contractor shall, within 10 days from the date of work order, submit documentary evidence as required by the Employer in support of having obtain requisite insurance cover.

- v) No work shall be taken up by the Contractor at site unless the Insurance Policies as mentioned above are obtained.
- vi) Also, no payment shall be made to the Contractor on expiry of insurance policies unless renewed by them and renewed policy is submitted with the SBILD. Nothing extra shall be payable on this account.
- vii) The Bank will not be responsible financially or otherwise for any injury/death caused to any staff of contractor while executing the work under the agreement. The contractor shall be solely responsible to his employees/labourers for any injury etc. under Workmen compensation Act or any other law in force applicable at the material time. The contractor shall obtain adequate insurance policy in respect of his workmen to be engaged for the work towards meeting the liability of compensation arising out of death, injury or disablement at work etc.

#### 12. <u>ASSIGNMENT, SUBLETTING AND CONTRACTOR'S SUPERINTENDENCE:</u>

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

#### 13. PROTECTION OF WORKS AND PROPERTY

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

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

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

### 14. CONTRACTOR TO SUPPLY TOOLS ETC.:

- i) Schedule of major equipment to be kept at site should be attached.
- ii) The list of major equipment to be deployed by the contractor should be enclosed.

- iii) The equipment to be kept on site should be new and the contractor should submit the copies of the purchase bills to Bank.
- iv) The contractor should ensure that the equipment provided on the site are maintained in functional condition.

#### 15. WAGES TO BE PAID:

- 1. The Bank will pay the Contractor the said contract amount, (hereinafter referred to 'the Contract Sum') or such other sum as shall become payable hereunder at the times and in the Price Bid and the said conditions.
- 2. The Contractor shall engage the services of sufficient number of able, trained and skilled persons for house- keeping work. The contractor will ensure that the supervisor engaged by him verified the conditions and status of the premises of Building for orderly cleaning and maintenance. The payment will be made as per manpower deployed for the housekeeping works and on satisfactory completion of the work and on submission of the bill.
- 3. All payments by the Bank under this contract will be made only at Gandhinagar in Indian Rupees and shall be within 2 to 3 weeks from the submission of bills including period of checking subject to bills being complete in all respects as mentioned in the tender and, in the format, to be mutually agreed.
- 4. All taxes prevailing during the currency of contract shall be payable by the Contractor within the accepted tender amount only and the Bank will not entertain any claim whatsoever in this respect except GST.
- 5. That the terms of this contract have been read by the FM Service Contractor and fully understood by him/ them. The FM Service Contractor shall not be entitled for the payments for the quantities beyond the tendered quantities unless ordered for, by specific instructions with prior approval from the Bank.
- 6. The rate quoted shall be inclusive of bonus, Employees provident fund, etc. and the Employer shall not be responsible for any payment towards the above components.
- 7. The following components should necessarily be present in the pay structure applicable to the house keeping staff and the break-up of same should be submitted by the Contractor in their price bid:
  - Basic Pay
  - D.A.
  - EPF
  - ESIC
  - Bonus
  - Any other statutory compliance in details

- 8. 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 contractor may like to add any other component as they may desire to the above list to have better staff.
- 9. The contractor shall compulsorily submit the detailed pay structures he proposes to give to each of his category (along with components as instructed above and also adding any other component he desires to give over and above, to any or all of the categories along with the price bid. The tenders quoted without complying payment of Minimum wages along with EPF/ESI/DA, etc. shall be summarily rejected/disqualified.

#### 16. UNIFORM:

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

#### 17. WORK ON SATURDAY/ SUNDAY AND BANK HOLIDAYS:

The contractor has to arrange for engaging their workers on Saturday  $(2^{nd}\&4^{th})$ , Sundays & Holidays, for thorough deep cleaning of the internal and external areas as required by the employer. No Extra payment on this account will be made by the Employer.

# 18. <u>ADDITIONAL WORK:</u>

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

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

The Contractor shall comply with all statutory requirements prescribed by the local as well as state / central government authorities from time to time and submit required proof of compliance to the Employer as and when required by the Employer. The contractor shall produce all the relevant statutory documents for inspection by the Employer and the Government Authorities. The contractor would get the police verification of all his employees hired for the purpose done and a copy of which will be submitted to the Bank. List of employees with their Names, Photographs, permanent addresses, Local addresses, Contract Numbers and Identity cards (i.e. Aadhar Card, Voter ID card etc.) will be kept with the Department and no employee without pending documents will be allowed to enter in premises.

The contractor shall give all notices required under the said Act, Rules, Regulations and Bye-laws etc. and pay all fees payable to such authority/authorities for carrying out the work towards the cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees etc. and shall indemnify and protect the Employer and its Employees against such liabilities and / or claim arising out of violation of any such laws, ordinances, orders, decrees and shall defend all actions arising from such claims or liabilities.

If the contractor performs any act which is against the law, rules and regulations, he shall meet all the costs and consequences arising there from and shall indemnify the Employer against any legal actions arising therefrom. All liabilities arising out of violation of local laws and or central laws shall be contractor's responsibility.

# 20. LOCAL LAWS, ACTS, REGULATIONS

- 20.1 The contractor shall strictly adhere to all prevailing labour laws including of contract labour (Regulation and Abolition Act, 1970) and other safety regulations. The contractors shall comply with the provision of all labour legislation including the latest requirements of all the laws, directions and guidelines that are applicable for carrying out the work, including without limitation, the following:
  - Minimum Wages Act, 1948 Payment of Wages Act 1936
  - Workmen's Compensation Act 1923 (Amended), as applicable
  - Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971
  - Apprentice Act1961
  - Industrial Employment (Standing Order) Act1946
  - Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
  - Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
  - Employees State Insurance Corporation Act
  - Shop and Establishment Act, as applicable
  - Any other Acts Central or States, that may be applicable or bye law or enactment relating thereto, and rules framed there under from time to time.
  - Factories Act,
  - Employment of Children Act1938,
  - Employers Liability Act1938,
  - Industrial Disputes Act1947
- **20.2** The contractor shall be liable to pay all such sum, or sums that may become payable as contribution, compensation, penalty, fine or otherwise, which the provision of the said acts, to or on behalf of any workmen employed by the contractor by an authority empowered under the relevant Act.
- 20.3 Any cost incurred by SBILD in connection with any claim or proceedings under the said Acts or in respect of loss, injury or improper performance of this contract by the contractor or his workmen and any money which may become payable to State Bank of India as

aforesaid shall be deemed to be deducted by State Bank of India or may be recovered by the Bank from the contractor.

#### 20.4 Formation of Union among the workmen is not allowed.

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

#### 21. TECHNICAL AUDIT /SCRUTINY:

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

#### 22. <u>RECORDS OF DAILY OPERATION:</u>

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

### 23. ACCIDENTS:

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

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

# 24. TERMINATION:

- a. SBILD shall be at liberty to terminate the contract by issuing three (3) months' notice to the contractor without assigning any reason whatsoever. Bank shall not pay any claim /compensation by Contractor for such termination of Contract.
- b. As regards unsatisfactory performance or non-compliance with any of the terms and conditions of the contract by the contractor or abandoning the work, the State Bank of India shall have

the right to terminate the contract forthwith with three (03) month's notice and re-arrange the work through other agencies at Contractor's risk, cost and consequences and under such circumstances, the security deposit paid by the contractor shall stand forfeited, besides any other action deemed fit including de-paneling the contractor or debarring them in future tendering process.

# 25. <u>SAFETY CODE – RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT:</u>

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

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

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

- i) Safety Shoes conforming to IS-1989:1978
- ii) Eye and Face protection devices conforming to IS-8520:1977 and IS-8940:1978.
- iii) Hand and body protection devices conforming to:IS-2573:1975, IS-6994:1973, IS-8807:1978, IS-8519:1977,

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

The contractor shall adopt all fire safety measures.

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

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

#### **26. INDEMNITY BOND:**

- i) Contractor shall sign an Indemnity Bond in an approved format as per **Annexure-F** before starting the work, indemnifying the SBILD from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the workplace due to non-adherence to safety codes, no following the standard work procedures and for violating rules and regulations for which the contractor shall be solely responsible.
- ii) In case of any damage to property by the contractor, SBILD shall have the right to recover the cost of such damages from payments due to the contractor and decision of the SBILD shall be binding on the Contractor.
- iii) In the event of any damage to the loose furniture, interiors, computers and such other equipment or to the existing building structure etc., during carrying out the contract works, the cost of repairing the same including the cost of replacement if any will be recovered from the contractor.
- iv) If the contractor fails to improve the standards of safety in its operation to the satisfaction of SBILD after being given a reasonable opportunity to do so, and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized SBILD official, the SBILD shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by SBILD.
- v) Before commencing the work, the contractor shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of State Bank of India.

#### 27. FORECLOSURE OF CONTRACT IN FULL OR IN PART

If at any time after acceptance of the tender, the Employer decides to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, they shall inform the Contractor in writing to that effect and the Contractor shall have no claim to any payment or compensation or otherwise whatsoever, on account of any loss of profit or advantage which he might have derived from the execution of the works in full, but which he did not derive in consequence of such foreclosure of the whole or part of the works. The Contractor shall be paid at the contract rates for works executed at site.

### 28. INSOLVENCY

The competent authority of the Office of the SBILD, Gandhinagar may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:

i) If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition

under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

- ii) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of manager on behalf of the debenture holder shall be appointed, or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or manager.
- iii) If the contractor commits any breach of this contract not herein specifically provided for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the SBILD and provided also that the contractor shall be liable to pay the SBILD for any extra expenditure, it is thereby put to but shall not be entitled to any gain on repurchased.

#### **29. CONFIDENTIALITY:**

- i) Information relating to the examination, clarification, evaluation, and comparison of tenders, and recommendations for the award of a contract shall not be disclosed to Bidder or any other persons, not officially concerned with such process, until the notification of contract award is made.
- ii) Any effort by the Bidder to influence the SBILD in the bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Bidder's bid.

### 30. CORRUPT OR FRAUDULENT PRACTICES:

- i) SBILD as well as Bidder shall observe the highest standard of ethics during the procurement and execution of such contracts.
- ii) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution,
- iii) Fraudulent practice" means a misrepresentation or omission of facts in order to Influence a procurement process or the execution of a contract to the detriment of SBILD and includes collusive practice among Bidder (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the SBILD of the benefits of free and open competition.
- iv) "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of SBILD, designed to establish tender prices at artificial, non-competitive level
- v) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of the contract.

- vi) The SBILD will reject a tender for award if it determines that the Bidder recommended for award has directly or through an agent engaged in corrupt or fraudulent practices in competing for the contract in question.
- vii) The SBILD will declare a firm or individual as ineligible, either indefinitely or for a stated period, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

## 31. PENALTIES/LIQUIDATED DAMAGES:

- i) The Contractor shall disburse salary to its deployed manpower as per Central Govt. minimum wages Act latest by the 15th of every month, failing which penalty equivalent to one-day salary (Basic + DA) per delayed day shall be credited by the contractor into the account of the respective employees whose salary has been delayed, apart from his regular remuneration which the contractor is payable to him. Proof of the same shall be submitted to the SBILD along with the bills of the next month. If such scenario continues for a period of 3 continuous months, then the contract shall be liable to be terminated. Security Deposit / Performance Bank Guarantee shall be forfeited, and Bank guarantee shall be cashed. The SBILD will have the power to appoint any other agency for the manpower services at the risk and cost of the Contractor.
- ii) The Contractor must maintain adequate number of manpower as per this contract and arrange a pool of standby manpower/supervisor. If the required number of manpower/supervisors are less than specified number as mentioned in the contract, a *penalty of Rs.1000/- per absentee per day* shall be deducted from the bill(s).
- iii) In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned number of manpower, the SBILD shall make deductions at double the rate of hiring rate on pro-data basis from the bills preferred by the Contractor or that may become due to the Contractor under this or any other contract or from the security deposit or may be demanded from the Contractor to be paid within seven days to the credit of the SBILD.
- iv) An amount of Rs.2500/- will be levied as liquidated damages per day per floor for any building from the Contractor whenever and wherever if found that the work is not up to the mark. If the Contractor fails to perform as per the satisfaction of the SBILD within 15 days, liquidated damages clause as incorporated in the tender document of the Contractor by SBILD will be invoked.
- v) Under any circumstances the collected wastes should not be burnt or dumped inside the campus. In case of any such observation by the SBILD, the Contractor shall be penalized up to 5% of the monthly Bill amount which will deducted from any bills/dues of Contractor.

## **32. PRICE VARIATION CLAUSE:**

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

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 SBILD, and the contractor shall have no right to claim for the same.

ii) **Price Variation on material component, pest control and housekeeping**: No scalation of Material component will be allowed during the contract period.

## 33. VALIDITY OF CONTRACT:

The contract, if awarded shall be valid for 1 (One) year from the date of commencement of work subject to the renewal on yearly basis for two years on similar terms after expiry of initial period of one-year subject to satisfactory performance of contractor and at sole discretion of the Bank. In case of breach of contract or in the event of not fulfilling the minimum requirements/statuary requirement/satisfactory services etc., the SBILD shall have the right to terminate the contract forth with at any time in addition to forfeiting the performance security amount deposited by the contractor and initiating necessary action as deemed fit including DE-paneling your firm etc. solely at the discretion of the SBILD.

## 34. <u>SEXUAL HARASSMENT:</u>

The Contractor 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 Contractor and the contractor shall ensure appropriate action under the said Act in respect to the complaint.
- ii) Any complaint of sexual harassment from any aggrieved employee of the SBILD against any employee/s of the contractor shall be taken cognizance of by the SBILD.
- iii) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual harassment/violence by the employee of the contractor is proved.

iv) The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

## 35. NON-DISCLOSURE:

The Contractor shall not disclose directly or indirectly any information, materials and details of the State Bank of India's infrastructure / systems/ equipment etc., which may come to the possession or knowledge of the Contractor while discharging contractual obligations in connection with this agreement, to any third party and shall always hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the SBILD. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

## **SCOPE OF WORK**

The bidders are required to provide House Keeping & Maintenance for State Bank of India Office Premises at the following premises:

Sl. No.	Name of the Premises	Approx. Area 42,714 Sq Ft	Ownership	Remarks
1	SBILD, NEAR GSPC BHAVAN, SECTOR -11, GANDHINAGAR – 382011.	Basements, Ground floor, outer Surrounding area, terrace and all 07 floors including Hostel & Guest Rooms.		Maintenance includes upkeep of hostel/Guest Rooms.

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

At the above premises, all the following services are to be set up for an effective service delivery process

- i. Housekeeping/cleaning and upkeeping of Hostel & Guest Rooms.
- ii. Sanitization of Building as per Covid-19 Protocol as and when required.

The brief details of scopes of services are mentioned below:

## A. **HOUSE KEEPING:**

Sl. No.	Nature of Services	Frequency
1	<ul> <li>Sweeping &amp; Cleaning:</li> <li>Sweep and clean all floor areas, roads etc.</li> <li>Damp moping of tiles, vitrified floors, staircases, sidewalls and entrance areas.</li> <li>Floors shall be made free of stain, dirt, mud, sand, footprints, liquid spills, and other debris.</li> <li>Chairs, computers, keyboards, trash, receptacles, and easily movable items shall be moved to clean underneath.</li> <li>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.</li> <li>After sweeping all vitrified floors, areas would be machine scrub cleaned.</li> <li>Sweep clean of debris from walkways and driveways and hose clean them during appropriate climatic and water use conditions.</li> <li>Daily cleaning of lift cabins, mirrors &amp; doors in all the floors.</li> <li>Removal of stagnant water.</li> <li>Maintain high standards of cleanliness and hygiene at all assigned areas throughout the premises.</li> </ul>	
2	Vacuuming: 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	<ul> <li>Washrooms &amp; toilets cleaning (To be carried out on hourly basis):</li> <li>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 and smudges.</li> <li>Cleaning of mirrors, glass doors, glass windows, etc.</li> <li>Replenishment of paper towels, toilet paper, liquid soap, urinal cubes, naphthalene balls, Odonil, etc. in all the toilets &amp; washrooms.</li> </ul>	Daily

4	Trash Removal:	Daily
	<ul> <li>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.</li> <li>All waste from wastepaper baskets will be collected and deposited in the building's waste containers.</li> <li>Dry &amp; wet garbage would be segregated and temporarily dumped into designated area within the premises.</li> <li>Collection of old newspapers, bundling &amp; shifting to specified place.</li> <li>All the wastes, trash, debris, garden waste etc. must be disposed from the campus on daily basis as per the guidelines of MCC. Any co-ordination in this regard with MCC must be carried out by the Contractor.</li> <li>Under any circumstances the collected wastes should not be burnt or dumped inside the campus. In case of any such observation by SBILD, the Contractor shall be penalized up to 5.00% of bill amount and its deduction from the monthly bills.</li> </ul>	
5	<ul> <li>Glass Surface Cleaning:</li> <li>All glasses at entrance doors and windows of the premises would be cleaned using damp and dry method.</li> <li>Glass tabletops, cabin doors, cabin partitions and glass accessories, railings, handles would also be cleaned.</li> <li>Removal of grease marks or fingerprints on glass counters and partitions. This cleaning is done using approved all-purpose cleaner and lint free</li> </ul>	Daily
6	cloth or paper towels.  Spot Carpet Cleaning: Spot clean carpets whenever necessary to remove stains, using appropriate products, chemicals, etc.	Daily
7	<ul> <li>Damp &amp; Dry Cleaning:</li> <li>Wipe clean all white boards of meeting rooms, conference rooms, etc.</li> <li>Wipe clean all table tops of workstations, cubicles and other furniture and fixtures.</li> <li>Conference Rooms.</li> <li>Cleaning includes cleaning of Glass windows, ceiling, marble cladding, carpets, chairs, Service Rooms/ bath/ toilets, etc.</li> </ul>	Daily
8	<ul> <li>Shifting of Furniture:</li> <li>Attendants needed at L.H.O. Building, Ahmedabad 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.</li> <li>Also, will be utilized by the Dept. in events of meetings, conferences and day to day works at different departments.</li> </ul>	Daily (as and when instructed by SBILD officials)

9	Deep Cleaning:	Weekly
	Stairways, surrounding common areas, terraces, generator rooms, AHU	(only on
	Rooms, basements, car parking, etc.	Sunday /
	Ceiling, walls, partitions, etc.	other
	• Interior & Exterior glasses will be cleaned on both sides, throughout the building.	Holidays)
	• 4.Ceiling fans, pedestal fans, wall mounted fans, Indoor split AC units, etc.	
	<ul> <li>5.Up-keeping &amp; removing choke-up in the storm water drains in the ground &amp; basement level and other drains located inside the premise. The Contractor should co-ordinate with Municipal Corporation, Ahmedabad and keep the inter-junctions clear from any obstruction.</li> <li>6. During monsoon season the Contractor must ensure periodic cleaning of the basement, etc. with suitable materials for removing the algae / green patches formation.</li> </ul>	
10	Window Glass Cleaning:	Weekly
	The service provider shall undertake cleaning of the glasses and glass	
	panes from the interior in all floors.	
	Dusting windowsills and blinds.	
11	Sanitizing:	Weekly
	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.	
	<ul> <li>All wooden partitions, wooden paneling, doors etc. are to be</li> </ul>	
	<ul> <li>cleaned with detergent and disinfectant.</li> </ul>	
12	Dusting & Wiping:	Fortnightly
12	<ul> <li>Dusting &amp; wiping.</li> <li>Dusting and wiping light fixtures, when completed the light fixtures shall be free from dirt, grime, dust and marks.</li> </ul>	Torunginiy
	<ul> <li>Applying metal polishes to accessories or door handles, name plates,</li> </ul>	
	nand railings, fift walls, etc. where applicable.	
13	hand railings, lift walls, etc. where applicable.  Scrubbing:	Fortnightly

14	Deep Cleaning:	Fortnightly
	• 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.	
	<ul> <li>Cleaning, dusting and wiping of false ceilings.</li> </ul>	
	• After cleaning, dusting and wiping of various items, these shall be free from dirt, grime, dust and marks.	
	<ul> <li>Cleaning/sweeping of all the terraces on fortnightly basis.</li> <li>Cleaning, dusting, cobwebs.</li> </ul>	
	<ul> <li>Dusting of fire extinguishers, fire hydrant heads located at various places.</li> </ul>	
	Note: The Contractor 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 contractor's cost and risk. The contractor shall be responsible for replacement of such damaged fittings/fixtures with same brand/model fixtures at their own cost.	
15	Polishing: 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	<ul> <li>Cleaning Work:</li> <li>Cleaning of vertical fabric blinds/ Roller Blinds and checking / rectification of the same using suitable material</li> <li>Deep cleaning of all service ducts, chajjas in the floor, etc.</li> <li>Note: The contractor must take necessary safety precautions for their laborer by wearing personal protective equipment like safety belt, safety helmet, shoes, etc. while executing the work in the ducts, chajjas etc.</li> </ul>	Quarterly
17	<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	Quarterly or as and when
	of dry cleaning will be borne by Bank.	required.

## 18. <u>Hostel/Guest Room Maintenance</u>

Sr. No.	Item	Periodicity of washing
1	Bed sheet (double)	Change of occupancy or once in 3 days whichever is earlier
2	Bed sheet (single)	Change of occupancy or once in 3 days whichever is earlier
3	Pillow cover	Change of occupancy or once in 3 days whichever is earlier
4	Bed cover (double)	Weekly / change of occupancy
5	Bed cover (small)	Weekly / change of occupancy
6	Towel (big)	Change of occupancy or once in 3 days whichever is earlier
7	Towel (small)	Change of occupancy or once in 3 days whichever is earlier
8	Tablecloth (dining table)	Every day
9	T. V. cover	Twice in a month
10	Linen for Blanket	Change of occupancy or once in 3 days whichever is earlier

## B. MANDATORY DATA/ KYC REQUIREMENT OF EMPLOYEES

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

- 1. Name & Address of the employees
- 2. Photo ID & Address proof
- 3. Two copies of recent colored photographs of the employees
- 4. EPFO registration details
- 5. ESIC registration details
- 6. 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 the Contractor

## **MANPOWER EQUIREMENT**

Total no of employees required for providing housekeeping & maintenance of full building (including hostel rooms) of

## THE STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT, NEAR GSPC BHAVAN, SECTOR-11, GANDHINAGAR- 382011

Man Power requirement is as under:

Sl. No.	Particulars	No. of Persons
1	Supervisor (Shift wise)	03
2.	Housekeeper / Sweeper/ WC and Bath Attendant	06
3.	Housekeeper / Sweeper/ WC and Bath Attendant (Female)	01
	Total	10

The contract labour should not be allowed to work for long tenure in the office. The contractor should be advised to depute the contract labour on ROTATION basis. The contractor 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-data basis.

## MANPOWER QUALIFICATION AND EXPERIENCE CRITERIA

Sl. No.	Particular	Manpower Category Along with Qualification
1.	Housekeeping Staff (General Shift)	Unskilled Category
2.	Ssupervisor-cum-Receptionist (All shifts)	Semi-Skilled Category

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

## Note:

- i) All the above-mentioned scope of works is indicative and not exhaustive; Bank reserves the right to add/delete any work under the scope of work. However, the Contractor must properly maintain the campus/Building /Premises.
- ii) Also, all the expenses towards maintenance of the equipment will have to be borne by the Contractor.
- iii) The Contractor must provide Uniform (displaying contractor's name), Shoes, hand gloves, personal protective equipment, necessary tools, etc. to all their staff members.
- iv) Supervisors/Managers should visit different floors from time to time to ensure that each floors/toilet etc. remain clean and ready for use round the clock.
- v) All the consumables should be of specified make or equivalent brand of ISI mark as approved by the SBILD.

## TENTATIVE LIST OF MATERIAL TO BE USED AT SBILD BUILDING

	MONTHLY SUPPLY OF CLEANSING MATERIAL				
Sl. No.	Description	Approx. Quantity	Unit	Mini. Rate (Rs.)/ Unit	Amount (Rs.)
1	Handwash liquid soap of Dettol/Savlon/ Lifebuoy/ Godrej.	15	Ltrs.		
2	Washroom Cleaning Chemical (Stain remover) of Harpic (Red)/Taski/Trends/Gala	30	Ltrs.		
3	Floor Cleaning Chemical of Harpic/Taski/ Trends/ Gala	30	Ltrs.		
4	Glass cleaning chemical of colin or equivalent approved by Bank	10	Ltrs.		
5	Soft Broom of Gala/Kleenal or equivalent approved by SBILD	25	No.		
6	Hard Broom of Gala/Kleenal or equivalent approved by SBILD.	10	Nos.		
7	Tall Sweeping Brush Gala/Kleenal or equivalent	5	Nos.		
8	Naphthalene Balls (White) of Seven Star/Sunny/Odonil	5	Kg.		
9	Sunny/Seven Star/Odonil Balls (Coloured)	10	Dozen		
10	Wet Mop Refill of Gala/Kleenal or equivalent approved by SBILD	15	No.		
11	Check Duster of approved quality Yellow Duster of approved quality Floor Duster of approved quality	12	No.		
12	Scrapper of Good Quality	5	No.		
13	Sponge of Good Quality	10	No.		
14	Rubber Gloves of Good Quality	5	No.		
15	Cotton Gloves of Good Quality	5	No.		
16	Garbage bag Small of approved quality	20	Pkt.		

17	Garbage bag Big of approved quality	5	Pkt.	
18	Toilet disinfection Phenyl (Black0 of Lizol/Domex/Walker	20	Ltr.	
19	Freshner cube of Odonil / sunny (75 Grm packet)	50	No.	
20	Scrub of scotch Brite or equivalent approved make	20	No.	
21	Urinal Padof Good Quality Perfumed Net	10	No.	
22	Toilet Brush Gala/Kleenal or equivalent approved by SBILD	10	No.	
23	Paper roll for toilet of Premier/Selpak/Fun to use	10	Nos.	
	TOTAL AMOUNT (Rs.)			
	(Lumpsum Approx.)			

Note: The price should be quoted, taking into consideration the cost of above items to be supplied. Contractor must show the above materials to the concerned officer at SBILD, GANDHINAGAR and obtain their signature on consumable item's purchased bill and submit the same along with the monthly bill to SBILD, GANDHINAGAR for payment.

Quantity may very as per actual requirements. Payment will be made on actual quantity used on site.

• All Chemicals for cleansing should be Eco-friendly and of good quality/standard brand.

## **ELIGIBILITY CRITERIA**

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

Sl. No.	Eligibility Criteria	Documents to be submitted
1	The bidder must be a firm/Proprietary /Company registered under Companies Act. With an experience of minimum 07 years in the field of Housekeeping & Maintenance	<ul> <li>In case of proprietary firm, copy of the GST Registration certificate</li> <li>In case of firms Copy of the firm registration Certificate</li> <li>In case of company, copy of certificate of incorporation issued by Registrar of companies and full address of registered office.</li> </ul>
2	Handled minimum 3 (three) completed annual contracts in PSU/BANK/ any other departments under State / Central Government anywhere in India with each contract having value of not less than Rs. 12.40 Lakh  Or Handled minimum 2 (Two) completed annual contracts in PSU/BANK/ any other departments under State / Central Government anywhere in India with each contract having value of not less than Rs. 15.50 Lakh  Or Handled minimum 1 (one) completed annual contracts in PSU/BANK/ any other departments under State / Central Government anywhere in India with each contract having value of not less than Rs. 24.80 Lakh	Copy of the work order and work completion certificates issued by the principal Employers specifying the below criteria for the works carried out during the period from 01/04/2019 to 31/12/2024.  a. Scope of work.  b. Contract value.  c. Area of the building.  d. No. of staff deployed by the contractor for the contract.  e. Period of the contract.  f. Monthly payment.  Note:  Renewal of annual contracts shall be considered as a single contract.  Copy of agreement is enclosed.
3		Copy of the audited P&L Account and Balance Sheet duly Certified by the Charted Accountant.

4	Bidder should have existing office in Ahmedabad or Gandhinagar as on 29/03/2025 as perdocumentary Proof submitted like Lease Deed or registration under shop & establishment Act. The bidder should have:
	<ul> <li>i. Valid labour license under section 12(1) of then contract Labour regulation and Abolition) Act,1970.</li> <li>ii. Registered with ESI, EPF, GST etc. authorities and must be in possession of Permanent Account No (PAN).</li> </ul>
	A copy of the Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.
	Signature Seal of Company

## **BIDDER- DETAILS**

1	N.T	C 41	г.
Ι.	Name	of the	Firm:

- 2. Date of Incorporation and/or commencement of business:
- 3. Certificate of incorporation:
- 4. Brief description of the Bidder including details of its mainline business:
- 5. Company website URL, if any
- 6. Labour License no.
- 7. ESI No .EPF No.
- 8. GST No.
- 9. PAN No.
- 10. Particulars of the Authorized Signatory of the Bidder
  - a. Name:
  - b. Designation:
  - c. Address:
  - d. Phone number (Landline):
  - e. Mobile Number:
  - f. Fax Number:
  - g. Email Address

Signature

Seal of the Company/Firm

## **EXPERIENCE DETAILS**

LIST OF TOP-3 COMPLETED ANNUAL CONTRACTS (With individual contract value more than Rs.12.40 Lakhs & contract period between 01/04/2017 and 31/12/2024). The experience certificate with completed contract value duly issued by the client to be enclosed as evidence.

Sr. No.	Description	Details (please fill)
Comple	ted Annual Contract -1	
1	Client Name & Address:	
2	Annual Contract Value (completed value):	
3	Duration of the contract:	From: To
4	Client representative Name:	
5	Contact Nos (Landline/Mobile Nos)	
6	Mail id:	
Comple	ted Annual Contract -2	
1	Client Name & Address:	
2	Annual Contract Value (completed value):	
3	Duration of the contract:	From: To
4	Client representative Name:	
5	Contact Nos (Landline/Mobile Nos)	
6	Mail id:	
Comple	ted Annual Contract -3	
1	Client Name & Address:	
2	Annual Contract Value (completed value):	
3	Duration of the contract:	From: To
4	Client representative Name:	
5	Contact Nos (Landline/Mobile Nos)	
6	Mail id:	

## DRAFT INDEMNITY BOND FORMAT

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

THIS DEED OF INDEMNITY BOND of year  Two Thousand and Twen	- (200 <i>5</i> ) 1 3 5 (	day ofmonth of
duly represented by proprietor / one of it	• • • • • • • • • • • • • • • • • • • •	, aged
	, residing at	(here in after
In favour of Whereas State Bank of Ind Providing HOUSE KEEPING & MAIN INSTITUTE OF LEARNING & DEVE GSPC BHAVAN, SECTOR -11, GANDH in securing the subject work through co- documents has been awarded in letter	TTENANCE OF FULL BUILDI ELOPMENT (INCLUDING HOS IINAGAR – 382011 The Contract mpetitive tendering and the wor favour of Contractor by	NG OF STATE BANK STEL ROOMS), NEAR for has become successful k specified in the tender
And whereas as per tender documents, the SBILD and execute an Indemnity Bond Contract Agreement with SBILD on (here	before starting the work. The Co	ontractor has entered into
In consideration of SBILD having awarde to indemnify and keep harmless the SBI claims arising out of any mishaps occurring violating rules and regulations, any possible of execution of the work for which Contra	LD from any damages, prosecuting at the site due to faulty work, falle damage to the building and me	ion, other legal suits and aulty construction and for
Further, Contactor hereby indemnifies and or suffered or to be incurred or to be sufterms and conditions of the Contract by the	fered by State Bank of India on	•

Signature of Contractor with seal

Page **54** of **71** 

DRAFT MEMORANDUM OF CONTRACT FOR PROVIDING HOUSE KEEPING SERVICES FOR FULL BUILDING (INCLUDING HOSTEL ROOMS) OF STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT, NEAR GSPC BHAVAN, SECTOR -11, GANDHINAGAR – 382011

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

THIS CONTRACT IS ENTERED AT AHMEDABAD ON THIS .... DAY OF ...... 2025 BETWEEN

State Bank of India, a body corporate constituted under the State Bank of India Act, 1955 and having its Corporate Centre at 'State Bank Bhavan', Madame Cama Road, Nariman Point, Mumbai-400021, India ("SBILD"), acting through STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT, NEAR GSPC BHAVAN, SECTOR -11, GANDHINAGAR – 382011 (hereinafter referred to as the 'Bank' which expressions shall include its successor and assigns) of the ONE PART.

#### AND

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

Whereas, the 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.

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

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

- 1. That the contractor/ service provider hereby agrees to render the Housekeeping and Maintenance services at Bank's premises located at STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT, NEAR GSPC BHAVAN, SECTOR -11, GANDHINAGAR 382011.
- 2. It is hereby agreed between the parties that, all the Provisions, Terms and Conditions of the Original Tender Documents, Work Order and correspondence taken place between the parties shall form part and parcel of this agreement and undertakes to abide by the same.

- 3. SBILD will pay to the contractor/ service provider Rs. -----, subject to rendering the services and delivering goods to satisfaction of SBILD. SBILD 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 SBILD will be final. The charges payable to the contractor/ service provider do not include the Goods & Services Tax, but inclusive of all other taxes/ duties/ levies, whether existing or levied in future by Central Government or State Government or Local bodies, as the case may be.
- 4. The contract will be valid for an initial period of 1 (One) year from the date of commencement of work subject to the renewal for two similar terms after expiry of initial period of one-year within the sole discretion of the SBILD subject to satisfactory performance and not be claimed as right of the Contractor / Service Provider. In case of breach of contract or in the event of not fulfilling the minimum requirements/statuary requirement/satisfactory services etc., the SBILD shall have the right to terminate the contract forthwith at any time in addition to forfeiting the performance security amount deposited by the contractor and initiating necessary action as deemed fit including depaneling the contractor / service provider solely at the discretion of the SBILD.
- 5. (i) 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.
  - ii. SBILD 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 SBILD, and the contractor shall have no right to claim for the same.
  - iii. No price escalation on account of material components, pest control, housekeeping & horticulture, etc., will be allowed during the contract period.
- 6. All the material used for rendering the services should be of ISI mark produced by reputed brands / or as specified by SBILD in the tender documents and at no point of time the contractor / service provider shall use any substandard products.
- 7. The contractor will always maintain on his roll sufficient numbers of employees (as indicated in the Tender documents), of able body, medically fit, honest, well behaved, skilled workman and technical and supervisory staff to oversee the work to be carried out by the employees engaged by the contractor / service provider. At no point of time the contractor will employ a person below 18 years and more than 50 years of age for workmen and up to age of 55 years for Supervisors. The contractor undertakes to get the antecedents of all his employees verified from the police authorities before being deployed at SBILD's premises and obtain their proof the identity and residence and provide copies of the same to SBILD. The contractor will be liable to maintain the employee strength on

- SBILD's site, considering the absentees / leaves of the employees. The contractor / service provider will provide list of the employees deployed at the site of SBILD with their complete address.
- 8. The contractor will at his own expense to get the medical examination done of the employees engaged by him, once in a year and retain on record the medical report and the ensure that, the employees deployed at the site of SBILD are not suffering from contagious/virulent diseases. No extra payment will be made by SBILD for conducting such medical examination.
- 9. The contractor / service provider shall be solely responsible for the good conduct and performance of the employees engaged by him. The contractor will at the request of SBILD 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 SBILD employees or customers of SBILD or any other third-party while being present at SBILD's premises. The contractor will ensure that the employees employed by him, do not report to work under influence of / consume any narcotics / liquors/ psychotropic substances at SBILD's site.
- 10. The contractor / service provider will strictly comply with all the labour and such other statutory laws pertaining to the engagement of the employees and the contractor will be solely responsible for the acts of the employees engaged by him. The contractor / service provider will insure the employees engaged by him against risk of occupational hazards / personal injuries.
- 11. The contractor will be responsible for the employment, training, allocation of duties of the employees engaged by him. The contractor will only have the right to control, give directions and manage the employees engaged by him.
- 12. The contractor shall maintain Attendance Register and provide New Uniform (with Company's name badge) and photo ID Card, Safety Shoes, Helmet, Safety Belt, Hand Gloves etc. to all its employees deployed in the premises within the quoted rate(s) and no extra payment shall be made to contractor on this account. In addition to this, the contractor 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 SBILD 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 Contractor has to ensure that the employees all the time wear their uniforms, safety equipment and photo id cards while working at the premises of SBILD and also replace the wornout uniforms / safety equipment as and when deemed necessary.
- 13. The contractor / services provider will bear all the expenses/ costs, stamp duty, legal fees to be incurred to execute this contract. This contract will be executed in duplicate, SBILD shall retain the original and the contractor shall be provided with a Certified / Notarized copy for their record and reference purpose.
- 14. The contractor / service provider will bear all taxes/ cess, levied by Central / State government / local body and payable in respect of rendering the service under this contract.
- 15. The contractor/ service provider will meet the SBILD officials in charge once in month or at the frequency mutually agreed between the parties to assess the quality of the services rendered by the contractor/ service provider. The contractor shall be duty bound to the carry out the suggestions /

observations done by the premise's department/ officer in charge. The continuance of the contract will depend upon the satisfactory performance of the service and SBILD 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 SBILD in this regard will be final and binding, without there being incurring any liability and SBILD will also not be responsible for any loss arising out of termination of the present contract.

- 16. It is aptly made clear that, this contract is for rendering services and it is not intended or by any means to be construed that the contractor would supply contract labour to SBILD. By this contract, it is not intended to create employer-employee relationship, or a partnership / joint venture between the parties. The persons employed by the contractor will always be the employees to the contractor and the contractor will make it clear to its employees that they will not have any right to claim service/ permanency in SBILD or salary and benefits available to the employees of SBILD.
- 17. (i) This contract shall stand terminated by efflux of time or earlier by giving three (3) months advance notice by the party of its intention to do so. SBILD may instruct the contractor to continue to render the services till the next contractor/ service provider is appointed by SBILD and contractor / service provider will not be entitled to additional amount for rendering the services during the notice period.
- ii. Bank shall be at liberty to terminate the contract by issuing three (3) months' notice to the contractor without assigning any reason whatsoever. Bank shall not pay any claim /compensation by Contractor for such termination of Contract.
- iii. As regards unsatisfactory performance or non-compliance with any of the terms and conditions of the contract / tender documents / work order by the contractor or abandoning the work, the State Bank of India shall have the right to terminate the contract forthwith with three (03) months' notice and rearrange the work through other agencies at Contractor's risk, cost and consequences and under such circumstances, the security deposit paid by the contractor shall stand forfeited / Bank Guarantee tendered by the Contractor will be invoked, besides any other action deemed fit including depaneling the contractor or debarring them in future tendering process.
- iv. On termination or conclusion of the instant contract, as the case may be, the contractor / service provider will return the machine / equipment provided to him for performance of the obligation under this contract, if any and assist in smooth transition of the service to the next contractor/ service provider appointed by SBILD.
  - 18. The contractor undertakes, accepts and admit the absolute and complete responsibility for the service conditions, claims, damages and other compensations payable to its employees and unequivocally assume responsibility for due compliance with all the requirements of its statutory obligation, duties and responsibilities and liabilities (including insurance policy).
  - 19. (i) Before taking up the work, the Contractor shall, obtain and submit to the Employer (Bank), 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.
- i. The Policy should be issued in the joint names of Employer and contractor with Employer's name appearing first. Minimum 5 employee/worker/persons should be covered under the insurance at a time for insured sum of Rs 5.00 Lakh each, for any type of accident / incidence.

- 20. After completion of each month the Contractor will submit his bills to the SBILD, with copies of the records / registers showing that the contractor has paid the salary to his employees and paid their statutory dues. Bank will make the payment to the Contractor. No advance payments will be made to the contractors.
- 21. If there are any complaints or Bank observes that the quality of the services rendered by the contractor is sub-standard, not as per terms and conditions mentioned in the tender document, SBILD will have sole right to delete or reduce any items of bills before making payment to the contractor, without assigning any reasons thereof and the decision of SBILD will be final and binding.
- 22. In the event the contractor fails / neglects to fulfill his obligations on any day or for number of days, to the satisfaction of SBILD for any reason, whatsoever it may be, SBILD will levy the liquidated damages as per the terms and conditions mentioned in the Tender Documents, this is however without prejudice the right of SBILD to terminate this contract and also recover further damages from the money payable to the contractor.
- 23. (i) Any and all disputes controversies and conflicts (disputes) arising out of this contract or in connection with this contract or the performance or non–performance of the right and obligations set forth herein, or breach, termination, invalidity or interpretations thereof shall be referred for arbitration, prior to submitting the disputes to arbitration the both parties shall make all 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.
- i. 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.
- ii. 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.
- iii. 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.
- iv. In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, it shall be lawful for the parties to the dispute to appoint another sole arbitrator by mutual consent or the arbitrator appointed by them in terms of provisions of the 23(i).
- v. 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.

- vi. Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be in the discretion arbitrator.
- vii. Subject as aforesaid, the Arbitration & conciliation Act, 1996, and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.
  - 24. SBILD will deduct all the taxes deductible at source and issue a certificate to that effect. Any other taxes which are directly payable by the contractor but not paid by the contractor to the respective department and if such department raises a demand on SBILD to pay such taxes, SBILD will make the payment and deduct the same from the bills payable to the contractor, if any.
  - 25. The contractor / service provider is duty bound to obtain and retain during the currency of this present contract, all the license, clearances, certificates from the appropriate authorities under the Contract Labour (Regulation and Abolition) Act 1950 and rules framed thereunder required to provide the services to SBILD. The contractor 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 SBILD copies of the returns filed with the appropriate government authorities evidencing such compliance. In the event, any dispute arises out of the noncompliance on the part of the Contractor, the contractor will have to sort out such disputes at their end, without SBILD being incurring any liability thereof. The contractor will display all the charts, notices at the work place which are mandatory as the Contract Labour (Regulation and Abolition) Act 1950.
  - 26. The contractor shall in terms of the provisions of the Section 17,18 and 19 of Contract Labour (Regulation and Abolition) Act 1950 and rules framed thereunder will provide the amenities to the employees employed by him. In case the contractor fails / neglects to provide such amenities, SBILD will provide such amenities and cost incurred for providing such amenities will be deducted from the bills payable to the contractor. The contractor will be responsible / liable to maintain all the statutory registers / records and accounts in compliance with all the statutory provision / requirements for providing services to SBILD.
  - 27. In terms of the Contract Labour (Regulation and Abolition) Act 1950 and rule no. 72 and 73 framed there under, in case the same is applicable to the contractor, the contractor undertakes to disburse / pay by cheque or by bank transfer the minimum wages payable to its employees only in the presence of the authorised representative of SBILD and also obtain due certification from such authorised representative. Any violation of the aforesaid provisions of the law will entail the termination of the instant contract in addition to such other penal consequences.
  - 28. Notwithstanding anything to the contrary in this contract, the contractor shall not assign it's right to any third party to perform any of its obligations hereunder and in the event of such violation, SBILD reserves it's right to terminate the present contract without prejudice to its other rights and remedies.
  - 29. Notwithstanding anything contained in the presents, the contractor shall be responsible for the loss caused to SBILD due to theft/ pilferage and / or damage SBILD's property, when in the opinion of SBILD, such loss has been caused due to the acts or omission, negligence, recklessness or any fault

- which is attributable to the Contractor or its employees / workman engaged by him for rendering the services.
- 30. If by any act/ ordinance / rules or statute prohibits employment of contract labour for the services as envisaged in the presents or otherwise, the present contract shall come to an end forthwith and no compensation whatsoever will be payable to the contractor or his workman/ employees.
- 31. This contract, and the rights and obligations of the Parties, shall be governed by and construed, interpreted and enforced in accordance with the laws of India. Both the parties irrevocably agree that any legal action or proceedings arising out of this contract or in relation to the transactions contemplated herein, may be brought in the Courts at Gandhinagar having jurisdiction over the matter and both the parties irrevocably undertake submit themselves to the jurisdiction of Courts at Gandhinagar.
- 32. No change, deletion, modification, amendment, or supplement to this contract shall be binding upon a Party hereto unless made in writing and signed by duly authorized representatives of both Parties and such changes will form the part of the present contract for all purposes.
- 33. Any notice required or permitted to be given under this contract shall be in writing and shall be deemed given effective immediately upon the receipt thereof, as evidenced by a written record of delivery. All notices shall be sent on the addresses mentioned here in above, unless the parties convey the change in writing to the other.
- 34. The provisions of this contract shall be severable and, if any provision of this contract is held or declared to be illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability will not affect any other provision hereof, and the remainder of this contract, disregarding such invalid portion, will continue in full force and effect as if such void provision had not been contained in it.
- 35. After conclusion / termination of the contract, the contractor will remove its employees / machines deployed at the premises of SBILD and duly hand over the machines / equipment's, if any provided to the contractor to render the services in working condition, subject to normal wear and tear.
- 36. Service Provider agrees to indemnify and hereby keeps SBILD indemnified against all actions, claims, loss, damages, costs, charges, expenses (including Attorney / Advocate fees and legal expenses) which SBILD may suffer or incur on account of breach of confidentiality obligations as per this Agreement by Service Provider or its employees, agents, representatives, Sub-Contractors. Service Provider further agrees to make good the loss suffered by SBILD upon first demand by SBILD which shall be final, conclusive and binding on Service Provider.
- 37. Neither Party will be liable under this contract for any failure of or delay in performance of its obligations hereunder, if performance of the Party is delayed or prevented by acts of God, fire, explosion, war, terrorism, earthquakes, riots, Laws, or other similar causes beyond such Party's control (each, a "Force Majeure Event"), but only to the extent of and during continuance of the Force Majeure Event and only provided such Party, as soon as practicable, gives the other Party written notice of the Force Majeure Event. During the pendency of any Force Majeure Event, the

Party affected shall work diligently to perform its obligations hereunder to the extent commercially reasonable.

- 38. The Contractor shall not disclose directly or indirectly any information, materials and details of the State Bank of India's infrastructure / systems/ equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging contractual obligations in connection with this contract, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the SBILD. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this contract are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this contract for whatever reason.
- 39. It is specifically agreed that the Service Provider shall act as independent service provider and shall not be deemed to be the Agent of SBILD except in respect of the transactions/services which give rise to Principal Agent relationship by express agreement between the Parties.
- 40. Neither the Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of SBILD.
- 41. None of the employees, representatives or agents of Service Provider shall be entitled to claim permanent absorption or any other claim or benefit against SBILD.
- 42. This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be an employee of the other Party.
- 43. All the obligations towards the employees of a Party including that on account of personal accidents occurred while working in the premises of the other Party shall be with the respective employer and not on the Party in whose premises the accident occurred.
- 44. For redressal of complaints of sexual harassment at workplace, parties agree to comply with the policy framed by SBILD (including any amendment thereto) in pursuant to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including any amendment thereto.
- 45. The competent authority of the Office of the SBILD, Gandhinagar may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:

- i. If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or
- ii. If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or manager.
- iii. If the contractor commits any breach of this contract not herein specifically provided for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the SBILD and provided also that the contractor 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.
  - 46. No sub-contracting of any part of the Services by the Service Provider shall be allowed other than those specifically mentioned in this Agreement or agreed by SBILD in writing.
  - 47. The Service Provider agrees to comply with the obligations arising out of the Digital Personal Data Protection Act, 2023, as and when made effective. Any processing of Personal Data by the Service Providers in the performance of this Agreement shall be in compliance with the above Act thereafter. The Service Provider shall also procure that any subcontractor engaged by it shall act in compliance with the above Act, to the extent applicable. The Service Provider understands and agrees that this agreement may have to be modified in a time bound manner to ensure that the provisions contained herein are in compliance with the above Act.
  - 48. SBILD shall have the right to direct the Service Provider to get themselves audited by external empanelled auditors appointed by SBILD annually or as decided by SBILD covering the risk parameters finalized by SBILD and the vendors are required to submit such certification by the Auditors to SBILD. SBILD can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by SBILD's empanelled Auditors, furnish all relevant information, records/data to them. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by SBILD or in the certification submitted by the empanelled Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the empanelled auditor shall further certify in respect of resolution of *the deficiencies*. The resolution provided by the Service Provider shall require to be certified by the empanelled Auditors covering the respective risk parameters against which such deficiencies have been observed.
  - 49. 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.

50. 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.
2	2

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

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

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

B.G. No.	Date:
То	
The State Bank of India,	
Dear Sir,	
Value Rs.	
Bank Guarantee of Rs  Facility Services of Housekeeping ar	towards Security Deposit for the work of Providing and Maintenance for STATE BANK INSTITUTE OF
LEARNING & DEVELOPMENT (I	INCLUDING HOSTEL ROOMS), NEAR GSPC
BHAVAN, SECTOR -11, GANDHII	NAGAR – 382011.

AND WHEREAS in terms of said contract, the contractor is required to furnish to State Bank Institute of Learning & Development, Gandhinagar a Guarantee of a Scheduled Commercial Bank for a value of Rs...... to be valid up to (date).

AND WHEREAS State Bank Institute of Learning & Development having their office at Off GH Road, Post office Road, Near GSPC building, Sector-11, Gandhinagar - 382011 the Guarantor,

at the request of the contractor hereby furnishes a Performance Bank guarantee in favour of State Bank Institute of Learning & Development, Gandhinagar and Guarantees in the manner hereinafter appearing. In consideration of the premise, we (name of Bank and its branch) having our office at (address) here after called the "Guarantor" (which expression shall include it successors and assigns) hereby expressly, irrevocably &unreservedly undertaken and guarantee under that if the Contractor fails to execute the work according to his obligations under the said contract, then notwithstanding any dispute between State Bank Institute of Learning & Development, Gandhinagar and the contractor, the Guarantor shall, on demand without demur and without reference to the contractor pay to State Bank Institute of Learning & Development, Gandhinagar immediately any sum claimed by the State Bank Institute of Learning & Development, Gandhinagar under the said contract up to a maximum amount of Rs. (Rupees only).

Such payment shall be notwithstanding any right the contractor may have directly against State Bank Institute of Learning & Development, Gandhinagar or any disputes raised by the Contractor with SBILD or any suits or proceedings pending in any competent court or before any arbitrator. SBILD's written demand shall be conclusive evidence to the Guarantor that such payment is payable under the terms of the Contract and shall be binding in all respect on the guarantor.

The Guarantor shall not be discharged or released from the undertaking and Guarantee, by any arrangement, variations made between State Bank Institute of Learning & Development, Gandhinagar and the Contractor and or indulgence shown to the contractor by State Bank Institute of Learning & Development, Gandhinagar, with or without the consent and knowledge of the guarantor or by alterations in the obligations of the contractor by any forbearance, whether as to payment, time performance or otherwise.

This guarantee shall remain valid until or as may be caused to be extended by the contractor or until discharged by State Bank Institute of Learning & Development, Gandhinagar in writing whichever is earlier.

This guarantee shall be a continuing guarantee and shall not be revocable during its currency except with the previous written consent of State Bank Institute of Learning & Development, Gandhinagar

This guarantee shall not be affected by any change in the constitution of the contractor, by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.

In order to give effect to this guarantee SBILD will be entitled to act as if the Guarantor were the Principal debtor and the Guarantor hereby waives all and any of its rights or surety ship.

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

This guarantee shall be in addition to and not in substitution for any other guarantee or security for the contractor given or to be given to SBILD 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 SBILD 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 herein before 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 guaranter shall be discharged from all liability under the guarantee thereafter.

We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our bank and the undersigned has been duly authorized by SBILD (bank issuing the Bank Guarantee) to execute this Guarantee Deed.

Dated the	
SIGNED AND DELIVERED	
For & on behalf of State Bank Institute of Learning & Development, Gandh	inagar
For & on behalf of (Bankers Name & Seal)	
(Sinature/s with designation/s of signatories)	(Banker's seal)

## **CERTIFICATE**

For the Month.....Year...

Certified that we have remitted the monthly subscription of Employees Provident Fund (EPF) & Employees State Insurance (ESI) to the workers employed by me in the Office for Annual Maintenance Contract for STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT, NEAR GSPC BHAVAN, SECTOR -11, GANDHINAGAR – 382011.

		1		1
Office in which	Bill No. &Date	Emp. Prov.	ESI	Others
subscription remitted		Fund (EPF)		
We hereby certify that we have go conditions herein. We hereby assu compliance statements regarding ESI, etc.	ure that we will comp	ply with the conditi	ons and submit	monthly
Place:				
Deter				
Date:				
Signature with seal of the Contrac	etor			
Name in block letters:				
Address:				
Address:				

# 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

N	oto.
1	Me.

- 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 points in your favor.

Name of the authorized Signatory

Sign & Seal of the Applicant

## **COMMERCIAL PRICE BID**

(To be submitted online through the GeM portal)

TENDER FOR PROVIDING HOUSE KEEPING SERVICES FOR THE FULL BUILDING (INCLUDING HOSTEL/GUEST ROOMS) OF STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT, STATE BANK OF INDIA, NEAR GSPC BHAVAN, SECTOR-11, GANDHINAGAR-382011

## **SUMMARY OF PROJECT COST**

Sr. No.	Description	Reference	Amount	GST	Total
1	Monthly Cost of Manpower	Price Schedule-1	₹2,10,576.00	₹37,903.68	₹2,48,479.68
2	Monthly Cleansing Materials	Price Schedule-2	₹0.00	₹0.00	₹0.00
3	Monthly Charges Towards Uniform, Shoes, Seasonal Outfit, Apron etc.	Price Schedule-3	₹1,000.00	₹180.00	₹1,180.00
4	Monthly Contractor's Profit and Supervision charges	Price Schedule-4	₹9,457.00	₹0.00	₹9,457.00
5	Total Monthly Charges (In Figure) Sub Total	(A)	₹2,21,033.00	₹38,083.68	₹2,59,116.68
6	Total Annual Charges (In Figure) Sub Total (B)	B=AX12	₹ 26,52,396.00	₹ 4,57,004.16	₹ 31,09,400.16

Cleansing Materials'/Consumables' cost (with GST) below the 92.50% of the estimated cost of Rs. 34,070.00 (with GST) will require Additional Security Deposit or Additional Performance Gurantee. The amount of such ASD/APG shall be difference between 92.50% of estimated cost put to tender and the quoted price, for 01 year.

SIGNATURE OF CONTRACTOR WITH SEAL	
NAME:	

ADDRESS:

#### NOTE:

- 1. GST amount shall be paid on actual basis. The successful vendor must submit system generated GST tax invoice incorporation Bank's GST in number and vendor GST no. Manual GST invoices will not be accepted.
- 2. Wages as per Central Government Minimum Wages w.e.f. 01.10.2024, hence contractor need not to quote Wages in price bid.
- 3. If the amount quoted by the bidder in the Price Bid is unreasonable/unrealistic or with Zero Profit Margin (should not less than 3.85%), based on the statutory payments or otherwise, the SBILD reserves the right to reject such bids.
- 4. Cleansing Materials'/Consumables' cost (with GST) below the 92.50% of the estimated cost of Rs. 34,070.00 will require Additional Security Deposit or Additional Performance Gurantee. The amount of such ASD/APG shall be difference between 92.50% of estimated cost put to tender and the quoted price, for 01 year.