

DATE	
GeM ID	

State Bank of India

IFB VADODARA BRANCH, 3rd AND 4TH Floor, Mid Town Heights, Jetalpur Road,
Vadodara - 390007

**Cover-A
(Technical Bid)**

SBI, IFB Vadodara Branch INVITES TENDER FOR PROVIDING
HOUSEKEEPING AND MAINTENANCE SERVICES AT FOR
PROVIDING HOUSE KEEPING & MAINTENANCE OF BRANCH

Name of The Bidder:

Address:
.....
.....
GSTIN:
.....

Contact Number:

(Landline)

(Mobile):

(E-mail ID):

C O N T E N T S

Sl. No	Description/ Clause	
1	Notice Inviting Tender	3-4
3	Price Bid Evaluation	5
4	Declaration	6
5	Instruction to bidder	7-13
6	Eligibility Criteria	14
7	General condition of the contract	15-33
8	Scope of work	34-37
9	Draft agreement	38-43
10	Letter of declaration	44-45
11	Draft of BG	46 to 48
12	Indemnity bond	49

NOTICE INVITING TENDER

SBI, IFB, Vadodara Branch invites tender for providing Housekeeping / maintenance services as stated above for whole Branch Premises

The other details of the tender are as under:

1.	Name of Work	Tender for providing Housekeeping / maintenance services as stated above for whole Branch Premises
2	Earnest Money Deposit (EMD)	Rs. 1,00,000.00 (Rupees One Lakh Only) (Demand Draft drawn in favour of "State Bank of India" payable at Vadodara).
3	Security Deposit (ISD)	The successful Bidder whose tender is accepted by the SBI shall be bound to deposit a sum equivalent to 5% of accepted "Annual Contract Value" including EMD as Security Deposit (SD) in the form of Banker's Cheque / demand draft issued by any Nationalized / Scheduled Bank favouring " State Bank of India. " payable at Vadodara The bidder may choose to deposit the said Security Deposit (SD) in the form of Bank Guarantee (BG) of equivalent amount issued by any Nationalized / Scheduled Bank as per the SBI approved format.
4.	Downloading of Tender Document (Technical and Price Bid)	As per Gem Bank's web site https://www.sbi.co.in under "SBI in the news" in "procurement news" and GeM Portal.
5	Last date and time for receipt of written queries for clarification from bidders in Pre-bid meeting.	
6	Pre-Bid Meeting	At 3.00 PM on 03.04.2025 at SBI, 3rd Floor, Mid Town Heights, Jetalpur Road, Vadodara – 390007. Only written queries submitted by the proposed bidders till stipulated date and time shall be discussed and clarified in the meeting.
7	Posting of clarifications on the Bidder's queries.	Clarifications, if any, shall be posted only on the GeM portal
8	Last date & time for submission of online Technical bid along with other documents as specified in the tender and Price Bid in GeM portal	Online submission Note: 1. It is sole responsibility of the bidder to ensure submission of their online bid on or before stipulated date and time. The SBI shall not entertain any bids received late due to any delay on account of connectivity or any other issues.
9	Date and Time of Opening of Technical Bid	

10	Opening of Price Bid	The price bid of only those bidders who will found eligible in Technical bid evaluation will be opened.
11	Validity for Offer	<u>3 (three) months</u> from the date of opening of price bid
12	Date of Commencement of Work	1 st Day of Succeeding month of the Work Order
13	Penalty/Liquidated damages	As per relevant clause in the tender document
14	Period of Honoring Payment Certificate	15 days from the date of receipt of bill (excluding Sunday and Public Holidays).
15	Insurance	As per insurance clause of the tender document

16. In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.

17. Tenders received without required documents shall be summarily rejected and such bidders shall not be allowed to participate in the online price bidding process.

18. SBI reserves its rights to accept any or to reject all the tenders in part or whole without assigning reasons thereof and no correspondence shall be entertained in this regard.

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

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

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

22. Conditional tenders shall be summarily rejected.

23. No Sub-Contracting will be permitted.

24. Agencies/Companies registered under MSME (Udyam Registration Certificate) shall be exempted to deposit EMD.

(A) EVALUATION OF PRICE BID

1. The Bidders qualified 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, responsive after arithmetic checking of all components of price bid. In case, if more than one bidder quoted the same amount then successful vendor will be decided by conducting lucky draw in front of tender opening committee and vendors who have quoted the same amount.
3. The SBI reserves its rights to accept any or to reject 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 & conditions of this tender and shall abide by the same.

Signature of the authorised person
With Seal

Name:

Place:

Date:

DECLARATION

**(TO BE SUBMITTED BY THE APPLICANT ON THEIR FIRM/COMPANY'S LETTER HEAD
ALONGWITH THE TENDER)**

State Bank of India,
3rd Floor, Mid Town Heights
Jetalpur Road,
Vadodara- 390007.

I/We hereby certify that:

1. I / We have submitted tender document strictly on the format prescribed by the SBI and are available on the SBI website & there is no change in formatting, number of pages etc
2. I / We have checked that no page is missing and all pages as per the index and checklist are available & that all pages of tender documents submitted by us are clear & legible.
3. I / We confirm that our firm/company is not blacklisted by any Government /Semi Government / PSUs or by any MNCs.
4. I / We have sealed the tender documents properly before submitting the same.
5. I /We have read carefully & understood the instructions to the applicants.
6. I / We hereby understood and accordingly confirm that all Tender documents and supporting documents/annexures etc. are required to be submitted by us strictly in the prescribed format only. In case, the Bid/documents submitted by us along with this tender is found in any other formats and not complying this condition, we hereby authorise the SBI to summarily reject our tender for which we shall not make any protest.
7. I / We have not made any modification / corrections / additions /deletions etc in the tender documents downloaded from web by me / us. In case at any stage later, it is found there is difference in our downloaded tender documents from the original and / or any documentation, SBI shall have the absolute right to disqualify / reject our Tender and also debar me / us in participating in any future tender s of SBI without any prior intimation to me / us.
8. I/We hereby undertake and confirm that all the information furnished in this tender is correct and true to the best of our knowledge and belief and we own full responsibility for its correctness and authenticit

INSTRUCTIONS TO BIDDER

The following copy of documents 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 Annuals upto 2025. (Details filled in sheet scan copy to be enclosed)

1. Purpose:

Housekeeping / maintenance services as stated above for whole Branch Premises purely on contract basis for a fixed period.

2. Invitation:

The SBI, Ahmedabad invites tender from Facility Management Bidders who are desirous of taking up the Services for SBI, Vadodara. The criteria and the actual process of evaluation and subsequent selection of the successful bidder (L1) will be entirely at SBI's discretion.

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

3. Disclaimer:

The information contained in this Tender document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of SBI, 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 SBI 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. SBI makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender. SBI may in its absolute discretion, but without being under any obligation to do so, add all amend or supplement the information in this Tender. No contractual obligation whatsoever shall arise from the Tender process until a formal contract is signed and executed by duly authorized officers of the SBI with the selected Bidder.

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

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

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

The Bidder is expected to examine all instructions, statements, terms and specifications in the bidding document. Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid. SBI 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, SBI is entitled to issue corrigendum to Tender relevant to the Scope of Work. Nothing in this Tender or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in the Tender or any addenda.

4. Clarifications & Amendments:

If deemed necessary the SBI 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.

5. Bid Integrity:

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

6. Format and Signing of Bid

- i. The bidder should prepare submission as per minimum eligibility criteria, Technical Bid, Price Bid and other requested information.
- ii. All pages of the Bid document should be serially numbered and shall be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature.

- The bidder should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.
- iii. Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) them in full.
 - iv. Bid should be typed and submitted on A4 size paper [font times Ariel 11], spirally bound securely and in serial order. Bidders responding to this Tender shall submit covering letter included with the bid and compliance certification statement required for submission of a proposal.
 - v. In the event of the target date for the receipt of bids being declared as holiday for the SBI, the bids will be received till the target time on the next working day. The SBI may at its discretion extend the bid submission date. The modified target date & time will be notified on the web site of the Bank.
7. The Bidders requiring any clarification on the bidding documents should submit written queries as mentioned in NIT.
 8. At any time prior to the deadline for submission of bids, SBI may modify or alter the bidding document by issuing an amendment.
 9. Any addendum/corrigendum as well as clarification thus issued shall be a part of the tender documents and it will be assumed that the information contained in the amendment would have been taken into account by the bidder in its tender submission.
 10. Any clarification issued by SBI will be in the form of an addendum / corrigendum and will be available in GeM portal. The amendment will be binding on all bidders. SBI, at its discretion may extend the deadline for submission of bids which shall be posted on GeM portal only.
 11. The Bidder shall ensure that they are fully conversant with the premises in question as well as with the business activities thereat and its related manpower requirements for the work specified.
 12. The SBI shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the Bidder reserves the right to remove the personnel with prior permission of the SBI, except under emergencies / unavoidable circumstances.
 13. The Bidder shall exercise adequate supervision to ensure proper performance of Services in accordance with the requirements.
 14. The Bidder shall issue identity cards/ identification documents to all its employees.
 15. The personnel of the Bidder shall not be the employees of the SBI and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract.
 16. The Bidder shall also provide at its own cost all benefits; statutory or otherwise to its employees and the SBI shall not have any liability whatsoever on this account.
 17. The details of the machineries proposed to deploy and other technical details can be furnished in the Technical bid.

18. No costs incurred by the applicant in applying, in providing necessary clarifications or attending discussions, conferences or site visits will be reimbursed by the SBI.
19. The Technical Bid and the Price Bid will be opened as per the schedule given in NIT.
20. Tenders received after the due date and time is liable for rejection. SBI reserves its right to reject any / or all the applications without assigning any reasons whatsoever and no correspondence shall be entertained in this regard.
21. All entries in tender documents should be in one ink. All cancellation and insertion should be duly signed by bidder concerned with proper indication of the name designation and address of the person signing.
22. Bidders shall fill in all the required particulars in the blank space provided for this purpose in the tender documents and also sign & stamp in each and every page of the tender document before submitting tender.
23. The rate should be quoted in Indian Currency only.
24. In quoting rates, the bidders are advised to take into account all factors including any fluctuations in market rates. Please note that the rate quoted in the tender shall remain firm and valid for the contract period of 'ONE YEAR' from the date of commencement of work except manpower. During this period no request for enhancement / escalation in rates shall be considered under any circumstances except wages for manpower which will be revised as per notification issued by the Ministry of Labour, Government of India.
25. The rate quoted by the bidder should be inclusive of wages to the labourers, supervisors, equipments, Cleaning material, maintenance of the machineries, Uniform/Shoes/Seasonal outfits, bidders profit, transportation charges and all statutory levies, applicable taxes, EPF, ESI, Bonus and any other statutory component as per the Central Government Minimum Wages Act. Goods & Service Tax (GST) shall be paid extra.
26. The bidders are advised to inspect the site and acquaint themselves with the actual working and prevailing site conditions before quoting the rates.
27. Please note that it is bidders' responsibility to provide all items which may not be specifically mentioned in the scope of works but are necessary to complete the work and subject services to the satisfaction of the SBI.
28. The SBI shall not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
29. No employee of SBI shall be engaged by the bidder during the course of carrying out the works.
30. The bidder shall deposit a sum of Rs.1,00,000.00 Earnest Money Deposit in the form of DD/Banker's Cheque drawn in favour of SBI and payable at Vadodara.

31. No interest shall be paid on the EMD. The tender received without EMD and Tender processing fees receipt shall be summarily rejected.
32. If any bidder withdraws his tender before the said period or make any modifications in the original terms and conditions of the tender, the SBI shall, without prejudice to any other right or remedy, be at liberty to cancel such tenders and forfeit full value of the EMD as aforesaid.
33. The bidder has to maintain an attendance register of the persons employed and the same will be inspected daily by the SBI Officer-in-charge.
34. If any of the labour employed by the bidder 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 SBI reserves the rights to ask bidders for immediately removal such person(s) with suitable substitute immediately.
35. The bidder has to submit the Labour License for this contract and documents of their employee like Police verification/KYC/Insurance policy/EPF/ESIC deployed by them at site(s) before commencement of work. In case of any replacement during the pendency of the agreement, submission of police verification documents of such replaced staff is to be made available immediately.
36. The staff deployed at site should be physically fit to handle the works detailed in the scope. The full bio-data of the staff deployed at site like their full address, educational qualification, age proof etc shall be made available before commencement of work. The staff has to be deployed in consultation with the SBI officials after performing the interview of the staff.
37. No alterations or additions shall be made by the Bidders to the tender document. Violation of this instruction will attract rejection of the tender of such bidders at the discretion of the SBI.
38. Tender shall be submitted in the prescribed format only. The tenders quoted in any other format shall be summarily rejected and EMD of such bidder shall be forfeited.
39. Quoted rates per unit being different from those prescribed in the tender shall render the bid disqualified without any claim/explanation.
40. All the parts of this tender documents i.e. Tender Notice, General rules and Instructions to bidders, offer letter, General conditions of contract, Annexures etc. shall constitute part of the contract document.
41. The bidder shall follow such Act, rules and regulations of the Local government bodies, State/Central Government labour laws that are in force and that may be framed from time to time for completion of work. SBI shall not be responsible for any infringement of the various statutes in force by the bidder.
42. The bidder shall take, at his own cost the necessary license from the statutory authorities in respect of this work. The expenses in completing the formalities in executing the

agreement including expenses towards stamp paper, Registration charges, etc., if any, shall be borne by the bidder.

43. STATUTORY DEDUCTION towards INCOME TAX, Work Contract Tax and any other statutory deductions as per the law prevalent will be made as per Rules.
44. The bidder shall be responsible to ensure making payment of "Prevailing Minimum Wages" as notified by Regional Labour Commissioner (Central) to their labourers/employees directly in their SBI accounts and shall produce relevant documents to the SBI for verification every month along with their monthly bills failing which bills may not be paid.
45. The bidder shall be bound to submit original challans and other documents with regard to payment of ESIC/EPF/Bonus any other statutory dues /compliances/pay slip along with monthly bill to the SBI, failing which bill will not be entertained.
46. The manpower required is tentative which may increase or decrease. On the event of supply of extra manpower the bidder will be paid extra amount on proportionate as per agreed rates. Similarly, in the event of supply of less number of manpower the proportionate amount shall be deducted from the monthly bill.
47. No extra payment towards transportation, Consumable monthly cleaning items, Lifting/Shifting of materials, extra work hours if work is not to the satisfaction of the SBI or any other charges other than the quoted rates will be paid by the SBI.
48. The bidder has to **quote the amount for 26 days and** payment will be made to them on monthly basis as per actual number of days of deployment of manpower for maintenance and housekeeping services.

49. **BID DOCUMENTS & TECHNICAL BID:**

- (i) The bidders are advised to submit various documents online marked as "TENDER PART-A"
- a) Hard Copy of Technical Bid duly filled, signed and stamped by the Authorised Signatory on each page
 - b) Demand Draft of specified amount of EMD
 - c) Letter of Declarations.
- (ii) Bidders not submitting any one or more documents mentioned above and elsewhere in this document shall not be eligible to participate in the price bidding.
- (iii) The EMD of the bidders not qualified for the reasons whatsoever including disqualification in the Technical Bid Evaluation shall be returned to the bidder's registered address by Speed Post/Courier/Registered Post. (NA)
- (iv) The intending bidders are categorically advised to submit the tender documents strictly in the attached formats only. The information required should be neatly filled/typed in each and every columns and row of the Formats. **The online tender received with "partly filled formats" not containing desired information in each and every columns/points/row of various annexures shall be treated as INCOMPLETE and such applications shall be summarily rejected.**
- (v) **The bidders are categorically advised to refrain from mentioning the remark "AS PER ATTACHEMENT/ENCLOSURES" in their applications and annexures to avoid rejection of their applications.**

50. No union formation is allowed.
51. The Bidder's supervisor shall be first line of contact for SBI who shall report to the designated officers of SBI for all requirements.
52. The quantity for manpower, cleaning material and machines mentioned in this tender is minimum indicative. It shall, however, be sole responsibility of the bidder to ensure deployment of additional manpower required, if any, for execution of work and services to the utmost satisfaction of client/Bank/owner i.e. SBI without any extra charge but within the accepted tender amount only.
53. In case, any demand is raised by the SBI for providing additional manpower for any extra work /activity other than those pertaining to the scope of work of the captioned project, the bidder shall make arrangements for the same and cost thereof shall be paid by the SBI on the basis of minimum wages.

Eligibility Criteria:

- (1) **Experience of having successfully completed similar works (single order) during last 5 years as on 28.02.2025 should be as per** following:

1.	One similar work costing not less than	Rs.16.40 Lakh
2.	Two similar work costing not less than	Rs.10.20 Lakh
3.	Three similar work costing not less than	Rs. 8.20 Lakh

(Annual contract value will be considered as one contract)

Definition of similar works – Related works (Housekeeping & Catering) done in Commercial/ Hospital/ Nationalized Bank/ Institutional Organization/ Private Sector establishment/ PSUs/ Central/ State Govt. Department etc.

- (2) Minimum experience of 05 (Five) years in the field of Housekeeping and maintenance Service as on 28.02.2025.
- (3) An office of the Service Provider must be located in the State of Gujarat/Dadra & Nagar Haveli (Proof must be before publishing of the Tender) since last 5 years as on 01.03.2025. Documentary evidence to be submitted:
- Profession Tax Registration Certificate
 - GST Registration
 - Registration Certificate under Shop & Establishment Act.
 - PAN of the Firm/ Proprietor
 - ESI Registration
 - EPF Registration
 - Experience : List of Top 3 completed Annuals upto 28.02.2025. (Details filled in sheet scan copy to be enclosed)
- (4) Must have valid PAN and GST number (Please enclose copy of PAN & GSTN).
- (5) The average annual financial turnover of Bidders during last 3 years ending 31.03.2024 should be at least equal to Rs.30.50 Lakh/year (Please enclose copy of CA Certificate with UDIN number).
- (6) Minimum number of employee on payroll must be 20 (Please enclose copy of EPF challan of any one month during FY 2024-25)
- (7) Bankers' solvency certificate of Rs.20.0 Lakh issued by any Nationalised Bank to SBI, LHO, Ahmedabad (Please enclose copy of Certificate).

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 SBI and the bidder, together with the documents referred to therein including these conditions and other instructions issued by the Bank from time to time and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

‘Bank means State Bank of India having its Local Head Office at SBI, 3rd Floor, LHO, Bhadra, Laldarwaja, Ahmedabad.

‘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 SBI.

‘The Bidder or Bidders’ means the firm, company or person engaged by the SBI on behalf of SBI to carry out the work. It shall also include their legal representative(s), successors or assigns.

‘Site’ means State Bank of India, LHO Building, SBI Avanti Flats, Guest Houses including Dwarka, Residences of Top Executives of SBI etc. in Ahmedabad, 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 bidder hereunder and work to be done by the bidder under the contract.

‘Month’ means calendar month.

‘Week’ means seven consecutive days.

‘Day’ means a calendar day beginning and ending at 00 hrs. and 24 hrs. respectively.

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

2.LANGUAGE:

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

3.INSPECTION OF SITE:

The 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.), Telephone wiring, Furniture etc. before quoting their rates. It is expected that the bidders will provide high quality services without damaging the existing finishes provided in the various areas of the premises.

4.BIDDER TO INFORM HIMSELF FULLY:

The service bidder 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 Bank. If the bidder 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 bidders may make full use of the pre-bid meeting which would be conducted at SBI, LHO, Ahmedabad office as detailed in the NIT. Written enquires to be submitted one day prior to pre-bid meeting.

5.WORK TO BE CARRIED OUT:

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

6. SUFFICIENCY OF TENDER :

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

7. AWARD OF CONTRACT:

- (i) The SBI will award the contract to the successful lowest tender whose tender has been determined to be substantially responsive and has been determined as successful evaluated tender, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.
- (ii) The SBI reserves the right to increase or decrease the quantum of service to be provided and also reserves the right to cancel or revise any or all the tenders or part of tenders without giving any reasons thereto with no cost to the SBI.

- (iii) The SBI reserves their rights to split the scope of work to different agencies within its sole discretion.
- (iv) If the scope of work under this tender covers more than one sites / offices / complexes / colonies / Apartments having separate Price Bids, the SBI may entrust the work to more than one bidder within its sole discretion and no claim compensation for the same shall be entertained.
- (v) The successful bidder(s) shall be bound to execute separate agreement for each site. Also, the SBI reserve their rights to withdraw/cancel/delete any work of any site in part or whole any time during the currency of contract by giving one month's notice in writing without assigning any reasons therefor and the bidder shall have no right to make any representation for the same.

8. SIGNING OF CONTRACT DOCUMENTS

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

9. WORK ORDER:

Within the validity period of the tender, the SBI shall issue a work order by registered post / courier or otherwise handover personally to the bidder 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 Bank and the Bidder.

10. CONTRACT DOCUMENT:

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

11. EARNEST MONEY DEPOSIT (EMD)

The bidder shall furnish EMD of Rs.1,00,000.00 in the form of Demand Draft / Banker's Cheque / Pay Order drawn in favour of SBI payable at Ahmedabad. No tender shall be considered unless the EMD is so deposited in the required form along with the tender.

No interest shall be paid on EMD.

The EMD of the unsuccessful 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 bidder to the Bank under the terms of this contract may be deducted from the Earnest Money Deposit if the amount so permits or from any sums payable to the bidder and the bidder within ten days after such deductions shall make good the amount so deducted.

12. FORFEITURE OF EMD:

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

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

13. SECURITY DEPOSIT:

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

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

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

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

17.INSURANCE OF WORKS:

- Before taking up the work, the Bidder shall, obtain and submit to the Bank (SBI), a third-party insurance policy in original, issued by any Public-Sector Insurance Company.
- The Policy should be issued in the joint names of Bank and bidder with Bank's name appearing first. Minimum 5 employee/worker/persons should be covered under the

insurance at a time for insured sum of of Rs 5 lac each, for any type of accident / incidence.

- The bidder shall, from time to time, provide documentary evidence as regards payments of premia for all insurance Policies for keeping them valid till the completion of the work.
- Without prejudice to any of its obligations and responsibilities specified above, the Bidder shall, within 07 days from the date of work order, submit documentary evidence as required by the Bank in support of having obtain requisite insurance cover.
- No work shall be taken up by the Bidder at site unless the Insurance Policies as mentioned above are obtained.
- Also, no payment shall be made to the Bidder on expiry of insurance policies unless renewed by them and renewed policy is submitted with the SBI. Nothing extra shall be payable on this account.

18. ASSIGNMENT, SUBLETTING AND BIDDER'S SUPERINTENDENCE:

The whole of work included in the contract shall be carried out by the bidder and he shall not directly entrust and engage or indirectly transfer assign or underlet the contract or any part or share thereof or interest therein without the written consent of the Bank and no undertaking shall relieve the bidder from the responsibility of the bidder from active superintendence of the work. In case of breach, the SBI shall be at liberty to serve notice and rescind the contract along with forfeiting of the EMD (i.e. security deposit) and invoke the Bank guarantee / performance guarantee if required.

19. PROTECTION OF WORKS AND PROPERTY:

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

The bidder 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 bidder shall take insurance covers as specified elsewhere in the contract at his own cost. The policy shall be taken in joint names of the Bank and the bidder.

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

20. BIDDER TO SUPPLY TOOLS & PLANTS ETC.:

- Schedule of major equipment to be kept at site should be attached:

- The list of major equipments to be deployed by the bidder should be enclosed.
- The equipments to be kept on site should be absolutely new and the bidder should submit the copies of the purchase bills to SBI.
- The bidder should ensure that the equipment provided on site are functioning at all times.

21. WAGES TO BE PAID:

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

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

All payments by the SBI under this contract will be made only at Ahmedabad in Indian Rupees and shall be within 15 days from the submission of bills including period of checking subject to bills being complete in all respects as mentioned in the tender and, in the format, to be mutually agreed.

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

That the terms of this contract have been read by the FM Service Bidder and fully understood by him/ them. The FM Service Bidder 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 SBI.

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

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

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

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

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

23. UNIFORM:

The bidder shall provide 2 sets of New Uniform (with Company's name badge) including Safety Shoes, Hand Gloves etc. to all its employees deployed in the premises within the quoted rate(s) and no extra payment shall be made to bidder on this account.

24. PAYMENT OF BILLS BY THE BANK:

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

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

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

25. Whenever under the contract any sum of money shall be recovered from, or payable by the bidder, the same shall be paid by the bidder on demand. The SBI may also deduct such amounts from any dues of the bidder, or from any sum which at any time there after becomes

due to the bidder under his contract or under any other contract or from his security deposit, in respect of this work or in respect of any other works.

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

27. WORK ON SUNDAY AND HOLIDAYS:

The bidder has to arrange for engaging his workers on 2nd and 4th Saturday / Sunday and holidays as required by the Bank. No Extra payment on this account will be made by the Bank. However, there will be one weekly holiday for each employee on rotation basis.

28. ADDITIONAL WORK:

Should any new areas of work transpire, which the Bank 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 Bank and the bidder based on actual rate analysis on established norms. In the event of non-agreement of the rates, the Bank reserves the right to get the same carried out through any other agency so appointed for.

29. COMPLIANCE WITH ALL STATUTORY REQUIREMENTS:

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

The bidder 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 Bank 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 bidder 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 Bank against any legal actions arising there from.

30. OTHER COMPLIANCES:

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

- Identity card should be issued by the bidders to the contract staff deputed on State Bank of India site.
- All contract staff deputed by the bidder at SBI site should have in possession Identity card issued by the bidders.
- The Payment slips should be issued by the bidders to the staff deputed on SBI site.

- All Contract staff should bear specified uniform bearing badges of Company's name and other safety accessories, viz Helmet, Safety belt, etc.

31. LOCAL LAWS, ACTS, REGULATIONS

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

- Minimum Wages Act, 1948
- Payment of Wages Act 1936
- Workmen's Compensation Act 1923 (Amended), as applicable
- Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971
- Apprentice Act 1961
- Industrial Employment (Standing Order) Act 1946
- Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
- Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- Employees State Insurance Corporation Act
- Shop and Establishment Act, as applicable
- Any other Acts Central or States, that may be applicable or bye law or enactment relating thereto and rules framed there under from time to time.
- Factories Act,
- Employment of Children Act 1938,
- Banks Liability Act 1938,
- Industrial Disputes Act 1947

The bidder 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 bidder by an authority empowered under the relevant Act.

Any cost incurred by SBI 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 bidder 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 SBI from the bidder.

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

32. CONTRACT PERIOD:

- The work shall be awarded for an **initial period of one year** from the date of commencement of the work subject to its renewal maximum for two similar terms on expiry of the current contract period, within sole discretion of the SBI, on the same terms

and conditions [except minimum wages] subject to satisfactory performance of the Bidder and compliance of concerned labour laws including minimum wages Act.

- The extension of contract is to the entire discretion of the SBI and cannot be claimed as right of the Bidder.
- If the bidder fails to perform any of its duties under this agreement and if the Bank is dissatisfied with the services of the bidder during the contract period or extended period of service, the Bank may terminate the services of the bidder, by issuing one month's notice in writing to winding up.
- After the expiring of the specified period of contract or extension thereto the contractor shall continue to render the contract till other arrangements are made.

33. DISMISSAL OF WORKMEN:

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

34. TECHNICAL AUDIT / SCRUTINY:

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

35. RECORDS OF DAILY OPERATION:

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

36. INSPECTION BY BANK:

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

37 REPORTING AND RECORD KEEPING:

Management reporting and process reviews

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

Operating Meetings

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

Performance Review Meeting

Performance review meetings shall be held quarterly to review the overall performance of the bidder. The Senior Management of the bidder and Bank shall attend these meetings.

Quality Assurance

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

38. FORCE MAJEURE:

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

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

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

- i. The date of commencement of the event of Force Majeure;
- ii. The nature and extent of the event of Force Majeure;
- iii. The estimated Force Majeure Period,

Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.

The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.

Any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

39. ACCIDENTS:

The bidder shall immediately on occurrence of any accident during carrying out the work report such accident to the Bank. The bidder 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 bidder 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 bidder to the authorized State Bank of India, official shall also submit periodic reports on safety from time to time as prescribed.

40. LABOUR:

- i. The Bidder shall employ suitable labour to carry out the respective work to the satisfaction of the SBI.
- ii. The bidder shall furnish to the SBI at the intervals specified by SBI, a distribution of the number and description of labour employed in carrying out various works / activities.
- iii. The Bidder shall submit on every month to the SBI a statement showing in respect of the preceding month:
 - (a) The number of labourers employed by them on the work.
 - (b) Their working hours.
 - (c) The wages paid to them.
 - (d) The accidents occurred, if any, during the said month showing the circumstances under which they happened and the extent of damage and injury caused by them and
 - (e) The number of female workers who have been allowed maternity benefits as provided in the maternity benefit Act, 1961 or Rules made there under and the amount paid to them.
- iv. The bidder shall apply and obtain license under the Contract Labour (R&A) Act 1970 and comply with the relevant provision of this Act, in respect of the labour employed by him for executing this contract. The bidder shall furnish necessary returns to the authority through SBI.
- v. The minimum age of the labour employed shall not be less than 18 years and maximum age should not be more than 60 years.
- vi. The bidder should take independent code numbers under EPF Act 1952 and ESI Act 1948 and shall cover his workmen under the employee's provident fund schemes and

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

41. TERMINATION:

- (a) SBI shall be at liberty to terminate the contract by issuing one month's notice to the bidder without assigning any reason whatsoever. SBI shall not pay any claim /compensation by Bidder 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 bidder or abandoning the work, the SBI shall have the right to terminate the contract forthwith without notice and rearrange the work through other agencies at Bidder's risk, cost and consequences and under such circumstances, the security deposit paid by the bidder shall stand forfeited, besides any other action deemed fit including de-paneling the bidder or debarring them in future tendering process.

43. INDEMNITY BOND:

- Bidder shall sign an Indemnity Bond in an approved format as per Appendix-6 before starting the work, indemnifying the SBI from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the work place due to non-adherence to safety codes, not following the standard work procedures and for violating rules and regulations for which the bidder shall be solely responsible.
- In case of any damage to property by the bidder, SBI shall have the right to recover the cost of such damages from payments due to the bidder and decision of the SBI shall be binding on the Bidder.
- 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 bidder.
- If the bidder fails to improve the standards of safety in its operation to the satisfaction of SBI after being given a reasonable opportunity to do so, and/or if the bidder fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized SBI official, the SBI shall have the right to take corrective steps at the risk and cost of the bidder after giving a notice of not less than seven days indicating the steps that would be taken by State Bank of India.
- Before commencing the work, the bidder shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of State Bank of India.

44. SETTLEMENT OF DISPUTES AND ARBITRATION:

- **Resolution of dispute:** In the event of any question, dispute or differences in respect of contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract arises, the parties may mutually settle the dispute amicably.
- **Arbitration:** Any dispute and/or difference arising out of or relating to this contract including interpretation of its terms will be resolved through joint discussion of the authorized representatives of the parties. If the disputes are not resolved by discussions then the matter will be referred for adjudication to the arbitration of a single arbitrator to be appointed by mutual consent of the parties. The arbitration proceedings shall be conducted in Ahmedabad and in English language only and in accordance with the provisions of Arbitration & Conciliation Act 1996 or any statutory re-enactment thereof. The decision of the arbitrator shall be final and binding on the parties.
- **Applicable Laws:** The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made thereon from time to time.
- **Jurisdiction:** All the suits arising out of the contract shall be instituted in the court of competent jurisdiction situated in Ahmedabad only and not elsewhere.

- **Saving clause:** No suits, prosecution or any legal proceedings shall lie against the **State Bank of India, Ahmedabad** or any person for anything that is done in good faith or intended to be done in pursuance of tender.

45. FORECLOSURE OF CONTRACT IN FULL OR IN PART:

If at any time after acceptance of the tender, the Bank 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 Bidder in writing to that effect and the Bidder 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 Bidder shall be paid at the contract rates for works executed at site.

46. PROPOSED WORK METHODS, SUPPLIES AND PLAN:

The Bidder shall be required to prepare and submit a detailed description of the arrangements, sequence and methods of service performance which the bidder proposes to adopt for carrying out the services.

The SBI at its sole discretion shall ask at any time for changes in the anticipated work sequence due to operational requirements. Such change in work sequence shall not entitle the bidder to any additional payment.

The bidder shall be required to submit for the Bank's approval a schedule of materials that shall be mobilize for the above services wherever applicable. This information shall be submitted with full identification of specific manufacturer's products together with their catalogues.

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

47. PRICES:

The amount quoted and accepted will be binding on the bidder. In case of any change in GST or introduction of any new tax due to Statutory Act of The Government after the date of submission of tenders and during the tender period, the quantum of additional taxes so levied will be allowed to be charged extra as separate item without any change in price structure of the items approved under the tender. Similarly, if there is any reduction in tax etc. shall be deducted. Price structure will be solely dependent upon the rate approved as per work order and revisions of the same as per price variation/escalation clause mentioned in the tender. For claiming the additional cost on account of the increase in tax structure, the bidder should produce proof from the concerned Competent Authorities for having paid additional tax on the services provided to the SBI and can also claim the same in the invoice.

48. INSOLVENCY:

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

- i) If the bidder being an individual or if firm, any partner in the bidder'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 bidder 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 bidder commits any breach of this contract not herein specifically provided for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the SBI and provided also that the bidder 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.

48. CONFIDENTIALITY:

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

49. CORRUPT OR FRAUDULENT PRACTICES:

- The SBI as well as Bidder shall observe the highest standard of ethics during the procurement and execution of such contracts.
- "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the detriment of SBI 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 SBI of the benefits of free and open competition.
- "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the SBI, designed to establish tender prices at artificial, non-competitive level; and.

- “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of the contract.
- The SBI 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.
- The SBI will declare a firm or individual as ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

50. PENALTIES /LIQUIDATED DAMAGES:

- The Bidder shall disburse salary to its deployed manpower as per Central Govt. minimum wages Act latest by 15th of every month, failing which penalty equivalent to one-day salary (Basic + DA) per delayed day shall be credited by the bidder into the account of the respective employees whose salary has been delayed, apart from his regular remuneration which the bidder is payable to him.

Proof of the same shall be submitted to the SBI along with the bills of the next month. If such scenario continues for a period of 3 continuous months then the contract shall be liable to be terminated. Security Deposit / Performance Bank Guarantee shall be forfeited and Bank guarantee shall be encashed. The SBI will have the power to appoint any other agency for the manpower services at the risk and cost of the Bidder.

- The Bidder has to maintain adequate number of manpower as per this contract and also arrange a pool of standby manpower/supervisor. If the required number of manpower/supervisors are less than specified number as mentioned in the contract, a penalty of Rs.1000/- per absentee per day shall be deducted from the bill(s).
- In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Bidder failing to provide requisitioned number of manpower, SBI shall make deductions at double the rate of hiring rate on pro-rata basis from the bills preferred by the Bidder or that may become due to the Bidder under this or any other contract or from the security deposit or may be demanded from the Bidder to be paid within seven days to the credit of the SBI.
- An amount of Rs.2500/- will be levied as liquidated damages per day per floor for any building from the Bidder whenever and wherever if found that the work is not up to the mark. If the Bidder fails to perform as per the satisfaction of the SBI within 15 days, liquidated damages clause as incorporated in the tender document of the Bidder by SBI will be invoked.

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

51. PRICE VARIATION CLAUSE:

Price variation for Labour component: Please note that minimum wages should be paid as per notification issued by the Ministry of Labour, Government of India. However, other component of the price bid will remain fixed during the contract period. The SBI may consider renewal of contract for similar one term on the same terms and conditions except minimum wages which shall be considered as per Central Government rates prevailing at material time provided that the service rendered by the vendor are found satisfactory. However, renewal of contract is discretion of the SBI and the bidder shall have no right to claim for the same.

52. VALIDITY OF CONTRACT:

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

53. ASSIGNMENT AND SUBLETTING:

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

54. SEXUAL HARASSMENT:

The Bidder shall be solely responsible for full compliance with the provision of the “the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013”

- 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 Bidder and the bidder shall ensure appropriate action under the said Act in respect to the complaint.
- Any complaint of sexual harassment from any aggrieved employee of the State Bank of India (SBI) against any employee/s of the bidder shall be taken cognizance of by the State Bank of India (SBI).
- The bidder shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the bidder, for instance any monetary relief to Bank’s employee, if sexual harassment/violence by the employee of the bidder is proved.
- The bidder shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

55. NON-DISCLOSURE:

The Bidder 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 Bidder during the course of discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Bidder 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 Bidder shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the State Bank of India (SBI). The Bidder 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 Bidder'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 Integrated Facility Management services for all of the following services to be set up for an effective service delivery process

- ❖ Housekeeping/Cleaning
- ❖ Waste Management-Garbage

The brief details of scopes of services are mentioned below:

A. Housekeeping Services

Sr. No	Activity	Frequency
1	<u>Sweeping & Cleaning</u> <ul style="list-style-type: none"> • Sweeping & mopping of the flats/bungalow including balcony, dry balcony (if any). • Sweeping & mopping of Health club, swimming club, gymnasium etc. in complexes where it exists. • Dry and wet mopping of the furniture. • Dusting of sofa • Cleaning of utensils • Cleaning of kitchen platform • Dry wiping of kitchen appliances • Watering of inside plants • Cleaning of all Toilets, Bathrooms, Wash Basins and Mirror • Cleaning of fitting like Taps, soap dispenser, towel rods, flush tanks/valves etc. • Sweeping of staircases from Ground floor to Terrace level, common / lift lobbies, podium, car parking, pump rooms, services rooms, security cabins etc. and also removing cobwebs from the common areas i.e. above and under the staircases, meter boards etc. • Upkeep of playground equipment's, cleaning of the pond / fountain water for removal of the tree leaves and feathers. • Sweeping of car parking (covered and open), roads, pathways, podiums and all common areas inside the boundary walls of colony. • Terrace cleaning once in a month. 	Daily
2	<u>Trash Removal</u> <ul style="list-style-type: none"> • Collection of wet and dry garbage separately from all occupied flats and disposal of the same as per the instructions of AMC. • All the wastes, trash, debris, paper/card board wastes, etc. has to be disposed from the campus as per the guidelines of AMC. Any co-ordination in this regard with AMC has to be carried out by the Bidder. If any vehicle is arranged by the bidder for disposing of garbage from top executive residences then vehicle charges shall be paid extra on production of actual bill. • Under no circumstances the collected wastes should be dumped inside the campus. In case of any such observation by the SBI, the Bidder shall be penalised up to 5% deduction 	Daily

	in the monthly bills.	
3	<u>Deep Cleaning</u> <ul style="list-style-type: none"> • Clearing of cobweb inside the flats/bungalow as well as common areas. • Cleaning of bathrooms and toilet dado/skirting inside all flats and common toilets. • Cleaning of buckets, mugs with detergent • Cleaning of windows including glass panes, channel etc. • Cleaning of sign boards and signages • Cleaning of planters, polishing brass name plates etc. • Cleaning of car parking space by vacuuming or jet spraying by water. • Cleaning of terrace slab, meter boards rooms, parking space and any other common areas inside the boundary walls. • All floors, side walls of common areas wherever provided with marble or mosaic tiles will be cleaned with the help of cleaning / polishing machines to maintain its shine. • Periodic cleaning of the podium, pathway, basement, etc. with suitable materials for removing the algae / green patches formation during monsoon. • Cleaning of the windows in the staircase, mopping the handrails of the staircases, common areas, Guest House and Lift lobbies. • Cleaning the drinking water coolers tanks. • Up-keeping & removing choke-up in the storm water drains. Any missing portion of the drain covers has to be immediately restored. • Uprooting / removing of the grass, unwanted plants, shrubs, etc., from roadside, playground, inside the storm drainage lines, building / boundary walls, roof tops, plumbing and sewage pipelines of the buildings, etc. • Washing of Pathway and Roads. • Spit stains removal 	Weekly
4	<u>Vacuuming</u> <ul style="list-style-type: none"> • Sofas, venetian blinds, curtains, tapestries etc. inside all the flats • Periodic maintenance of garden laws, trees, shrubs, potted plants kept in open place and inside the residences and providing and using all tools shackles, fertiliser unread, etc required for such maintenance. 	Fortnightly
5	<u>Deep Cleaning</u> <ul style="list-style-type: none"> • Vacuuming of venetian blinds, tapestries etc. • Washing of staircases from Ground floor to Terrace, common lobbies, mid landing. Terrace slabs etc. of all the buildings with detergent power and phenyl. The bidder should ensure that no seepage of water into the lift or service shafts. • Supply and distribution of garbage disposal bags and other consumables in all occupied flats, Guest rooms, etc. as 	Monthly

	<p>mentioned in Part II – Price Bid, Schedule-2.</p> <ul style="list-style-type: none"> • Deep cleaning of the entire flats which includes cleaning / dusting of the fans, tube lights, bulbs, wall hangings, furniture, windows, doors, window glasses, door frames, window grills, etc. 	
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3. GENERAL RESPONSIBILITIES OF THE BIDDER:

The bidder shall obtain necessary licence and maintain necessary registers as required under statutory regulations.

None of the persons deployed by the bidder shall be allowed to use items meant for visitors for the residential purpose.

All articles which are to be taken out or brought inside the premises shall be liable for security checks, in force from time to time which shall have to be complied with by the bidder.

The bidder shall not use the premises for any other activities except the purpose for which it has been provided.

4. CLEANLINESS AND HYGIENE:

All the rules and regulations regarding hygiene, health etc, issued by the State, Municipal / Panchayat authorities or by the Bank shall be strictly adhered to by the bidder. In the event of any deficiency in cleanliness and hygienic conditions in the food preparation room, eating place or cleaning place, suitable penalty upto Rs.1000/- per day shall be imposed on the bidder by Bank administration till remedial action is taken. During the period when the penalty is imposed, the bidder shall also not be eligible for monthly maintenance charges.

The bidder shall ensure that peace, order and silence are maintained in the food preparation room and dining hall. If peace, order and silence in the catering premises are disturbed due to lapse on the part of the bidder or the persons deployed by him. A penalty ranging from Rs.500 to Rs.1000/- per day shall be imposed by the Bank administration. Continuing nuisance of this type would render the contract liable for termination without notice by the Bank.

A suitable penalty shall be levied for deviation from schedule rate menu.

5. NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:

If at any time from the commencement of the contract, the Bank for any reason whatsoever does not require the whole or part of the services as specified in the contract, Bank authorities shall give notice in writing to the bidder terminating the contract who shall have no claim for any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the fulfillment of the contract in full but he did not derive in consequence of the full contract having not been carried out, nor shall he have any claim for

compensation by the reason of any alterations having been made in the original contract.

6. ACTION IN CASE OF FAILURES OF BIDDER:

The bidder shall be required to provide maintenance/catering services as directed from time to time during the tenure of the contract. In the event of abrupt discontinuation of maintenance/catering services, the bidder shall be liable to indemnify to the Bank the cost of restoration of services as worked out by the Bank

Note:

- i. All the above-mentioned scope of works is indicative and not exhaustive; SBI reserves the right to add/delete any work under the scope of work.
- ii. Wherever the duty hours of the respective Employee/workman/Technician etc. mentioned above is exceeding 8 Hours, it will be sole responsibility of the Bidder to ensure relief arrangements and to quote their rates accordingly
- iii. The Bidder has to provide Uniform (displaying bidder's name) approved by the Bank, Shoes, hand gloves, personal protective equipment, necessary tools, etc. to all their staff members.
- iv. Bidder shall be responsible for different dress codes for various categories to be maintained / ensured as per Bank's requirement

(If bidder fails to provide satisfactory services to the SBI due to inefficiency of their workers, then may ask them to depute more workers for satisfactory services without any extra cost to the SBI)

DRAFT ARTICLES OF AGREEMENT

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

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

AND WHEREAS the Bank has intention of engaging a bidder to provide Integrated Facility Management Services at situated at

AND WHEREAS the Bank had called for Tenders from eligible bidders to provide Integrated Facility Management Services at situated at as indicated in the scope of work and other documents attached to the Tender .

AND WHEREAS the Bidder submitted the Tender and the Bank has awarded the contract relating to provide Integrated Facility Management Services at situated at, as stated in the scope of work attached to the Tender Document to the Bidder.

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

A. NOW IT IS HEREBY AGREED AS FOLLOWS:

- a) This agreement will come into effect from _____ and will remain in force up to _____ or unless it is terminated as per the terms hereinafter contained.
- b) In consideration of the Contract Amount (as per attached price schedule accepted and approved by the SBI) to be paid at the times and in the manner set forth in the said Conditions, the Bidder shall upon and subject to the said Conditions execute the work shown upon and described in the said Specifications and the priced Schedule of Quantities.
- c) The Bank shall pay to the Bidder the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions as per accepted Tender, covering the cost of manpower, etc. for efficient rendering of the services. Such sums/dues shall be payable on monthly basis subject to submission of bill / invoice. The specified materials / fittings/ fixtures not covered within the scope of work, shall be arranged by the bidder and actual cost thereof shall be reimbursed by the SBI at

prevailing market Rates or any approved rates of the SBI subject to production of GST paid Invoice/Bills duly authenticated by the Officer/Engineer-in-Charge of SBI.

The bidder has to take necessary approval of rates, make and model of various maintenance material / items from the Banks prior to its use in the work and Official payment thereon will be made after the same is duly certified by the Bank's officials to the effect that the maintenance services have been provided satisfactorily, including use of material, if any, subject to statutory deductions.

- d) The above charges do not include Goods & Service Tax, but inclusive of all other taxes/duties/levies, whether existing or levied in future by the Central Government or the State Government or any local authority.
- e) The bidder shall be responsible for providing services on regular basis as per the scope of work and terms and conditions of the contract.

B. SERVICES TO BE RENDERED BY THE BIDDER:

The bidder shall:

- i. Ensure submission of police verification certificates for all the personnel deployed in the SBI premises to discharge this contract.
- ii. Ensure that deployed personnel are trained and competent persons who are physically and mentally fit and are not suffering from any chronic or contagious diseases for carrying out the works.
- iii. Be responsible and liable for payment of salaries, statutory minimum wages and other legal dues to the persons who are employed by him for the purpose of rendering the services required by the Bank under the agreement.
- iv. The Bidder shall ensure timely payment of wages/salary to the persons employed by him directly in their SBI accounts or through account payee cheques and a certificate to the effect that the salaries/wages are being paid regularly shall be furnished to the Bank every month. Further, the Bidder shall furnish a certificate every month to the effect that all the obligations under the various Labour Laws and the Contract Labour (Regulation and Abolition) Act, 1970, are complied with, by him.
- v. Ensure that all persons employed by him, for the purpose of rendering the services required by the SBI under this agreement, are insured with Government of India recognized insurance companies, for which no extra payment will be made by the SBI. The bidder shall be solely responsible for any injury or damages to any persons, animals or any other things.
- vi. Ensure that his employees, while in the premises of the SBI or while carrying out their obligations under this agreement, observe the standards of cleanliness, decorum, safety, good behavior and general discipline laid down by the SBI or its authorized agents and the SBI Bank shall be the sole judge as to whether or not the bidder and/ or his employees have observed the same.
- vii. Personally, and exclusively supervise the work of his employees so as to ensure that the services rendered under this agreement are carried out to the satisfaction of the Bank.
- viii. Ensure that no employees of the bidder will enter or remain on the SBI premises beyond the specified time limits unless and absolutely necessary for fulfilling bidder's obligations.

- ix. Be liable for any damages/losses caused to the SBI by way of damages to the SBI premises or any part thereof or to any fixtures or fittings thereof or any property of the SBI and therein by any act, omission, default or negligence of the bidder or his employees or agents.
- x. Supply and install biometric access attendance system in each colony/office and provide identity cards to his / her employees or agents who shall be doing the subject job at the SBI premises at their own cost. All the employees and agents should bear the identity card at all times, while they are working in the SBI premises.
- xi. The Bidder agrees and undertakes that they will make it clear to all persons employed/engaged by them to perform the obligations under this agreement that they are employees of the Bidder and that they shall have no claim against the Bank and the Bank shall not be liable to pay wages, salary or any other type of compensation to execute the contract or provide any other statutory benefits under the Labour Law and/or any other legislation and the Bidder shall be solely responsible for providing all such amenities to their employees admissible under the relevant Law/Rules/Service conditions.
- xii. The Bidder shall obtain license, if any, required under the Gujarat State Government Law or Central Government Law as applicable in case of the services covered under this contract.
- xiii. Wherever warranted, as per the Scope of work, the Bidder shall provide skilled workmen staff having appropriate and valid licenses.
- xiv. All staff deployed by the bidder in the SBI premises shall be provided with 2 set of uniform bearing Company's badge, safety shoes / footwear etc., once in a year.

C.TERMINATION OF AGREEMENT:

(a) Without prejudice to what is contained hereinabove, the SBI shall, at its sole and absolute discretion, be entitled to terminate this agreement one month written notice without assigning any reason(s) and without payment of any compensation. In following events Bank may terminate contract forthwith without notice.

- (i) In the opinion of the SBI (which shall not be called in question by the bidder and shall be binding on the bidder), the bidder fails or refuses to implement this agreement to the Bank's satisfaction and/ or
- (ii) The bidder commits a breach of any terms and conditions of this agreement and /or
- (iii) for any reason whatsoever, the bidder becomes disentitled in law to perform his obligations under this agreement and/or
- (iv) There is any variation in the ownership/partnership or management of the bidder or his business without the prior approval in writing of the SBI to such variation.

(b) In the event of termination of this agreement for any reason whatsoever, the bidder/ or persons employed by him or his/ her agents shall not be entitled for any sum or sums whatsoever from the SBI by way of compensation, damages or otherwise.

D. STAMP DUTY:

The bidder shall bear all the expenses pertaining to execution of the agreement, including the stamp duty and the registration charges. The Original copy of the agreement shall be retained

by the SBI on the original of this agreement, which shall be executed in duplicate, and the SBI shall retain the original and the bidder shall be provided with a Certified / Notarized copy for their record.

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

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

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

H. The Bidder shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment's etc., which may come to the possession or knowledge of the Bidder during the course of discharging the contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Bidder 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 Bidder 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 Bank. The Bidder shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Bidder and the Bank shall be entitled to claim damages and pursue legal remedies, including termination of the contract.

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

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

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

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

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

N. The said Conditions and Annexures thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions

contained. The agreement and documents mentioned herein shall form the basis of this Contract.

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

IN WITNESS WHEREOF the Bank (through its duly authorized official) and the Bidder (with common seal to be affixed hereunto in case of Company) have set their respective hands to these presents and two duplicates hereof, the day and year first hereinabove written.

Signed and delivered by SBI, Ahmedabad.
(Name and Designation)

In the presence of:
Witnesses:

1. _____

Address:

2. _____

Address:

SIGNED AND DELIVERED BY
The Bidder by the hand of
Shri _____
And duly constituted attorney.

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

(Name and Designation)

In the presence of:
Witnesses:

1. _____

Address:

2. _____

Address:

Witnesses:

THE COMMON SEAL OF _____
was hereunto affixed pursuant to the resolutions passed by its Board of
Directors at the meeting held on _____ in the presence of
(1)
(2)

Directors, who have signed these presents in token thereof in the presence of
(1)
(2)

LETTER OF DECLARATION

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

AGM & COO,
SBI, 3rd Floor,
Mid Town Heights, Jetalpur Road
Vadodara - 390007

PROVIDING HOUSE KEEPING/MAINTENANCE SERVICE CONTRACTS FOR WHOLE BRANCH AT SBI IFB VADODARA BRANCH

Dear Sir,

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

a	Description of work	Providing maintenance services for Telephone / Plumbing / Cleaning / Caretakers cum cook / Gardeners /Electrical / AC plant operator etc. for LHO Building/SBI Flats/Guest Houses/Residences of Top Executives of SBI
b	Earnest Money	Rs. 1,00,000.00
c	Validity of Contract	For an initial period of 1 (One) year from the date of commencement of work subject to the renewal for Two similar terms after expiry of initial period subject to satisfactory performance.

2. Should this tender be accepted, I/we hereby agree to abide by and fulfil the terms and provisions of the said conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to SBI, the amount mentioned in the said conditions.

2. I/we have deposited Demand Draft / Banker's Cheque for a sum of Rs. 1,00,000.00 as Earnest Money Deposit with SBI. Should I/We do fail to execute the contract when called upon to do so, I/We hereby agree that this sum shall be forfeited by me/us to SBI.

4. We understand that as per terms of this tender, the SBI may consider accepting our tender in part or whole or may entrust the work of housekeeping for proposed building. We, therefore, undertake that we shall not raise any claim / compensation in the eventuality of SBI deciding to drop any of the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us on our approved rates and within the

stipulated time limit without any extra claim for price escalation as provided for in clause 47 of Terms & Conditions of this tender.

5. We confirm that we are not debarred by the SBI for any of its projects.

6. Further, we confirm that we are eligible to quote this tender. In case any information is found incorrect at any subsequent point of time, our tender may be annulled / rejected by SBI, including taking any action against us as deemed fit.

We have read and understood all the terms & conditions, schedule of requirement and scope of work of the tender and accept the same.

Signature of the Bidder

With Seal

DRAFT FORMAT OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

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

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

B.G. No. _____ Value Rs. _____

Date: _____

To

The

State Bank of India,

.....

.....

Dear Sir,

Bank Guarantee of Rs _____ towards Security Deposit for the work providing Manpower for providing maintenance services of Telephone / Plumbing / Cleaning / Caretakers cum cook / Gardeners / Carpentry / Electrical / AC plant operator at LHO Building/SBI Residential Flats/Guest Houses/Residences of Top Executives of SBI.

WHEREAS (Name and address of bidder/ vendor) (hereinafter called the Bidder) have entered into contract (for providing Integrated Facility Management Services for State Bank of India, situated at Ahmedabad) with SBI as mentioned vide SBI letter no..... datedand the correspondence and tender relating thereto which is hereinafter referred to as "the said contract" the Bidder has now agreed to produce a Bank Guarantee amounting to 3% of the annual contract value less earnest money deposit of Rs.....(Rupees only), to SBI for performing their part of the contract obligations.

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

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

and without reference to the bidder pay to SBI immediately any sum claimed by SBI under the said contract up to a maximum amount of Rs. _____ (Rupees only).

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

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

The Guarantor shall not be discharged or released from the undertaking and Guarantee, by any arrangement, variations made between SBI and the Bidder and or indulgence shown to the bidder by SBI, with or without the consent and knowledge of the guarantor or by alterations in the obligations of the bidder 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 bidder or until discharged by SBI in writing whichever is earlier.

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

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

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

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

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

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

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

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

This guarantee will remain valid up to _____ unless a demand or claim under this guarantee is made in writing against us within three months from that date, i.e. on or before -----
---, the guarantor shall be discharged from all liability under the guarantee thereafter.

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

Dated the

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

For & on behalf of (Bankers Name & Seal)

(Signature/s with designation/s of signatories)

(Banker's seal)

DRAFT INDEMNITY BOND FORMAT

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

THIS DEED OF INDEMNITY BOND executed at Ahmedabad on this _____ day of _____ month of year Two Thousand and Twenty Two (2022) By M/s _____ duly represented by proprietor / one of its partners Shri _____, aged _____ years, son of Shri _____, residing at _____ (hereinafter referred to as "the Bidder")

In favour of SBI, having its Corporate Office at Nariman Point, Mumbai.

Whereas State Bank of India has invited open bid tender s from the bidders for providing

The Bidder has become successful in securing the subject work through competitive tender ing and the work specified in the tender documents has been awarded in favour of Bidder by SBI vide their letter.....

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

In consideration of SBI

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

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

Signature of Bidder with seal