SBI INFRA MANAGEMENT SOLUTIONS PVT LTD
(WHOLLY OWNED SUBSIDIARY OF SBI)

PART-A

TECHNICAL BID FOR PREQUALIFICATION

COMPREHENSIVE ANNUAL CONTRACT FOR HOUSE KEEPING, GARDENING & MAINTENANCE SERVICES
AT
SBI EXECUTIVE ENCLAVE, ROAD NO:5, BANJARA HILLS, HYDERABAD

The Vice president,
SBIIinfra Management Solutions Pvt. Ltd.
Ground Floor, SBI LHO Campus Building,
Bank Street, Koti,
Hyderabad – 500 095
Telangana
**Notice Inviting Tender (NIT)**

Online E-Tenders are invited for Housekeeping & Maintenance COMPREHENSIVE ANNUAL CONTRACT FOR HOUSE KEEPING, GARDENING & MAINTENANCE SERVICES AT SBI EXECUTIVE ENCLAVE, ROAD NO:5, BANJARA HILLS, HYDERABAD

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<td>1)</td>
<td>Date of download of tender documents from Bank’s web site <a href="http://bank.sbi">http://bank.sbi</a> under “procurement news”.</td>
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<td>From <strong>26/02/2020</strong> up to <strong>17/03/2020</strong></td>
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<td>2)</td>
<td>Pre-Bid Meeting at SBIInfra Management Solutions Pvt. Ltd. Ground Floor, SBI LHO Campus, Bank Street, Koti, Hyderabad – 500 095, Telangana</td>
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<td>On <strong>011/03/2020</strong> at 3.00 PM</td>
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<td>Last date and time for receipt of written queries for clarification from bidders</td>
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<td>By 3.00 PM on <strong>11/03/2020</strong></td>
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<td>Date of posting of clarifications on the Bidder’s queries</td>
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<td>11/03/2020 (Clarifications shall be posted only on the Bank’s website. No individual communication shall be provided to the Bidder)</td>
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<td>Last date and time for submission of online e-tender.</td>
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<td>Date:17/03/2020 by 3.00 PM at <a href="https://etendr.sbi">https://etendr.sbi</a></td>
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<td>Cost of Tender Documents</td>
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<td>Rs 3,000/- to be paid through State Bank Collect ONLY as detailed under;</td>
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<td>1) login <a href="https://www.onlinesbi.com">https://www.onlinesbi.com</a></td>
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<td>2) Select SB Collect from Top Menu, click the check box and “Proceed”</td>
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<td>3) Select “All India” in “State of Corporate/Institution” &amp; Select “Commercial Services” in “Type of Corporate/Institution” then “Go”</td>
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<td>4) Select “ SBI Infra Management Solutions Pvt. Ltd” in Commercial Services Name and “Submit”</td>
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<td>5) Select “Tender Application Fee” in “Payment Category” and enter the “Tender ID” exactly as given in first page top of this tender(characters in uppercase only).</td>
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<td>6) Fill up all fields such as email, GST No., Mobile No,</td>
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Vendor/Firm Name etc and make payment.

7) Enclose payment receipt having unique ID.

7) EMD amount to be submitted at: Rs.92,000/- in favor of ‘SBIIMS, Hyderabad”
EMD should be submitted physically at SBI Infra office, Koti, Hyderabad before 17/03/2020 by 3.00 PM.

8) Date and Time of Technical Bid Opening

Date: 17/03/2020 at 3.30 PM
at 3.30 PM at above office address. Technical Bid of those firms/contractors who do not submit EMD shall be rejected.
Representatives of Bidder may be present during opening of Technical Bid. However Technical Bids would be opened even in the absence of any or all of the bidder's representatives.

9) Place of opening of Bids

at SBI Infra Management Solutions Pvt. Ltd.
Ground Floor, SBI LHO Campus, Bank Street, Koti, Hyderabad – 500 095, Telangana

10) Address for communication:

SBI Infra Management Solutions Pvt. Ltd.
Ground Floor, SBI LHO Campus, Bank Street, Koti, Hyderabad – 500 095, Telangana

11) Contact person

Vice president, SBIIMS, Hyderabad
Ph: 040- 23466346

12) Bidder Contact Details

Bidder to Provide following information:
1. Name of the Company
2. Contact Person
3. Mailing address with Pin Code
4. Telephone number and Fax number
5. Mobile Number & E-MAIL

13) Date of Commercial Bid Opening or Date of Online Reverse Auction

On a subsequent date which will be communicated to such bidders who qualify in the Technical Bid. Representative of Bidder may be present during opening of Indicative Commercial Bid. However Bids would be opened even in the absence of any or all of the Bidder's representatives.

14) Agency for arranging online bidding

e-Procurement technologies Limited, Ahmedabad.
1. Nadeem Mansuri:- 079-68136853, nadeem@eptl.in
2. Kanchan Kumari:- 079-68136820, kanchan.k@eptl.in
3. Jaymeet Rathod:- 079-68136829, jaymeet.rathod@eptl.in
4. Salina Motani:- 079-68136843, salina.motani@eptl.in
5. Vinayak Khambe:- 079-68136835, vinayak.k@eptl.in
6. Imtiyaz Tajani: -
2. **Purpose:**

Comprehensive Annual Maintenance Contract for services such as housekeeping, plumbing, carpentry, electrification, air-conditioning, garden maintenance, lift maintenance, pest control and rodent treatment for its SBI EXECUTIVE ENCLAVE, ROAD NO:5, BANJARA HILLS, HYDERABAD

3. **Invitation:**

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

This Tender document is not an offer by State Bank of India, 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.

The bidders have to submit the Bid covering letter along with documents as per Annexure-‘A’.

4. **Eligibility Criteria:**

Bid is open to all Bidders who fulfill the eligibility criteria. The bidders have to submit the details of eligibility criteria as per Annexure-‘B’.

5. **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 State Bank of India (Bank), 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 Bank 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. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this TENDER. Bank may in its absolute discretion, but without being under any obligation to do so, add all amend or supplement the information in this TENDER. No contractual obligation whatsoever shall arise from the TENDER process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.

The Bank 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 Bank’s action. Bank reserves the right to reject any Bid on security and / or other considerations without assigning any reason.

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

**6. Earnest Money Deposit (EMD)**

Bidder to submit the EMD (As per the NIT) as Bid Security in the form of Demand draft in favor of ‘SBI Infra Management Solutions Pvt Ltd, Hyderabad’.

EMD (Demand Draft) should be kept in the envelope containing PART-A (technical Bid). Any bid not accompanied with the requisite EMD shall be treated as non-responsive and is liable to be rejected.

The EMD of the unsuccessful bidders will be returned within 30 days from date of opening of technical bid. Successful Bidder’s EMD will be returned upon the bidder signing the contract and submitting the required Performance Bank Guarantee.

No interest is payable on the amount of EMD.

If EMD is forfeited for any reason, the concerned bidder will be debarred from further participation for the TENDERs to be floated by the Bank during next one year, at the sole discretion of the Bank.

**The EMD may be forfeited:**

If a Bidder withdraws or amends its bid during the period of Bid validity specified herein: or
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; or
In case of a successful Bidder, if the Bidder fails:
To sign the contract with the Bank within a period of 30 days; or
To furnish Security / Performance Guarantee to the Bank.

7. **Performance Bank Guarantee (BG)**

The selected bidder would be required to submit a performance Bank Guarantee to the Bank for an amount equivalent to **two months** value of the contract within 15 days from the issue of work order. The bank guarantee will be valid for a period of 13 months or such other extended period as the Bank may decide for due performance of the obligations undertaken by the successful bidder.

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

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

8. **Bidding Document:**

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

8.2 Content of Bidding Document

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

8.2.2 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. SBIIMS 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, SBIIMS 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.

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

8.3.2 The Bidders requiring any clarification on the bidding documents should submit written queries on or before Date: (as per the NIT).

8.3.3 At any time prior to the deadline for submission of bids, SBIIMS may modify or alter the bidding document by issuing an amendment.

8.3.4 Any clarification issued by SBIIMS will be in the form of an addendum / corrigendum and will be available in SBI’s website – http://bank.sbi under “procurement news”. The amendment will be binding on all bidders. SBIIMS, at its discretion may extend the deadline for submission of bids which shall be informed to all through SBI’s website- http://bank.sbi (procurement news).

9. Bidding Process:

9.1 The bids shall be submitted in Technical Bid and Price bid through online in the www.etender.sbi. Hard copy of the EMD and tender cost to be submitted as per the details mentioned in the NIT. All details with the relevant information / documents / acceptance of all terms and conditions strictly as described in this tender document will have to be submitted. In the first stage, only TECHNICAL BID along with EMD will be opened and evaluated. Bidders satisfying eligibility criteria and agreeing to comply with all terms and conditions specified in this document will be evaluated for technical specifications. Only those who qualify in the Technical Bid shall be eligible to be considered The Commercial Bids of those who do not qualify in the Technical Bid will not opened.

10. Preparation and Submission of Bids:

10.1 The bids prepared by the bidder and all correspondence and documents relating to bids exchanged by the bidder must to be written in English.

10.2 Bidder must provide specific and factual replies to specific questions asked in the TENDER.

10.3 The bids should be uploaded directly on the portal of www.etender.sbi

10.4 The technical bid should consist of the following:

i. The EMD of in favor of SBI Infra Management Solution Pvt Ltd., Hyderabad.

ii. A letter on bidder’s letterhead mentioning

   a) Details of EMD submitted, technical competence and experience of the bidder.
b) Certifying that the period of the validity of the bid is 90 days from the date of submission of bid.

c) Confirming that the bidder has quoted for all the items / services mention in the bid in their commercial bid.

d) Supporting documents in respect of Eligibility Criteria as mentioned in Annexure- B.

iii. Bidder’s information as per Annexure –D on bidder’s letter head.

iv. Audited balance sheets and profit and loss account statement for last 3 years.

v. A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.

vi. Response to all points of the Technical evaluation format as per Annexure-C.

10.4 Bidder should submit indicative commercial bid as per Annexure –E through online.

10.5 Bid prices:

The price quoted should inclusive of escalation on account of increase in material cost during the contract period of initial one year and renewable at the same terms and contract period of another one year, including profit, lump sum payment towards the cost such as Insurance, personal protective equipment, tools required, mobile charges, all taxes, uniform, consumables, duties &statutory levies etc. The successful vendor has to submit system generated GST tax invoice incorporating Bank’s GSTin number and vendor GST no. Manual GST invoices will not be accepted. Any increase in minimum wages /VDA as per Central Govt Act, the same shall be reimbursed by Bank. Bonus as per Bonus act shall be reimbursed and therefore shall be not loaded in the commercial Bid.

10.6 Revealing of Prices:

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

10.7 Pre-Bid Meeting:

Pre-bid meeting as per the details mentioned in NIT. The clarification on the quires shall be communicated to the bidders through the Bank’s website www.bank.sbi under procurement newsand www.etender.sbi.
10.8 Validity of Bids:

Bid shall remain valid for 90 days from date of submission mentioned at Bid Details. A bid valid for shorter period is liable to be rejected. The bidder may require to give consent for the extension of the period of validity of the bid beyond initial 90 days, if so desired by the Bank in writing or by FAX. Refusal to grant such consent would result in rejection of bid without forfeiture of the EMD. However any extension of validity of bids will not entitle the bidder to revise / modify the bid document.

10.9 Bid Integrity:

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

10.10 Format and Signing of Bid

10.10.1 The bidder should prepare submission as per minimum eligibility criteria, Technical Bid, Indicative Commercial Bid and other requested information.

10.10.2 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.

10.10.3 Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) them in full.

10.10.4 Bid should be typed and submitted on A4 size paper [font times new roman 12], 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.

In the event of the target date for the receipt of bids being declared as holiday for the Bank, the bids will be received till the target time on the next working day. The bank may at its discretion extend the bid submission date. The modified target date & time will be notified on the web site of the Bank.
10.11 **Bid Currency:**

Prices shall be expressed in Indian Rupees only.

10.12 **Late Submission of bids:**

Any bid received by the Bank after target date and time prescribed in Bid details will be rejected and/or returned unopened to the bidder at his risk and responsibility.

10.13 **Modification and Withdrawal of Bids:**

Once bid is submitted no modification is permissible. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity.

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

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

11.2 **Evaluation process**

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

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

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

11.2.2 PART-A Technical Evaluation:

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

Bids meeting the eligibility criteria & having complied with the points of Technical Bid and attain minimum technical score shall be qualified for commercial bid opening & evaluation / Reverse Auction.

11.2.3 PART-B Commercial Evaluation:
Bidder should provide indicative price only.

The envelop containing the Commercial offers of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting commercial bid set out in **Annexure-E**. The commercial offer should consist of comprehensive Cost for the tendered work. Bidder must provide detailed cost breakdown, for each and every categories mentioned in the commercial bid.

Note: The Bidders should ensure to follow the minimum wages (Central Govt.) Labour act, ESIC, EPF, Insurance and all statutory obligations, etc. while quoting the indicative price and final price in the reverse auction. The price quoted should inclusive of escalation on account of increase in material cost during the contract period of initial one year and renewable at the same terms and contract period of another one year, including profit, lump sum payment towards the cost such as Insurance, personal protective equipment, tools required, mobile charges, all taxes, uniform, consumables, duties & statutory levies etc. The successful vendor has to submit system generated GST tax invoice incorporating Bank's GSTin number and vendor GST no. Manual GST invoices will not be accepted. Any increase in minimum wages /VDA as per Central Govt Act, the same shall be reimbursed by Bank. Bonus as per Bonus act shall be reimbursed and therefore shall be not loaded in the commercial Bid.

11.2.4. Final Evaluation:

The online e-tendering will be conducted by M/s E-Procurement Technologies Ltd (abc procure/auction Tiger), Ahmedabad.

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

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

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

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

13. **Subcontracting**

As per scope of the TENDER, subcontracting is explicitly prohibited.
14. Cancellation of Contract

The Bank shall have the right to cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of at least one (1) month, without assigning any reason.

15. Liquidating Damages

If contract fails to perform services in the technical specifications and scope of work with the requisite quality, minimum qualification of the manpower and within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent up to 5% of the monthly bill.

16. Statutory and other Regulations

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

17. Arbitration

In case of any dispute or difference arising out of or in connection with the successful bidder and the Bank the parties shall first endeavour to settle such disputes or differences amicably. If both the parties fail to reach such amicable settlement, all the disputes or differences shall be finally settled by arbitrator as provided herein.

In case of failure of such amicable settlement by the parties, either party may within 28 days of such a failure give a written notice to the other party requiring that all matters in dispute or difference be arbitrated upon. Such written notice shall specify the matters, which are in dispute, or differences, which require to be referred to the arbitrator. A single arbitrator should be appointed by both the parties jointly or in case of disagreement as regards appointment of a single arbitrator, both the parties shall appoint one arbitrator each and the two arbitrators so appointed shall appoint an umpire. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and rules framed there under from time to time shall apply to such arbitrations.

In the event of the Arbitrator or any one of the arbitrators, as the case may be, dying, neglecting, refusing to act or resigning or being unable to act for any reason or the award being set aside by the Court for any reason, it shall be lawful for the parties to appoint another Arbitrator in the manner provided herein above.

The venue of arbitration shall be Hyderabad, India.
The Arbitrator or Arbitrators so appointed under this Schedule shall hold the arbitration proceedings.

The Arbitrator, Arbitrators or Umpire, as the case may be shall give reasoned award in respect of each item of disputes, which shall be final and binding on both the parties.

In case during the arbitration proceedings, the parties mutually settle, compromise or compound their dispute or difference, the reference to arbitration and the appointment of the Arbitrator or Arbitrators, or Umpire, as the case may be, shall be deemed to have been revoked and the arbitration proceeding shall stand withdrawn or terminated with effect from the date on which the parties file a joint memorandum of settlement thereof with the Arbitrator or Arbitrators or the Umpire, as the case may be.

Governing Law: The contract shall be interpreted in accordance with the laws of the Government of India.

18.1 Inspection:

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

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

18.2. Powers to Vary or Omit Work

No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful bidder to make any variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any suggested variations would, in the opinion of the finally selected bidders, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall instruct the successful bidder to make such other modified variation without prejudice to the contract. The finally selected bidders shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If Bank confirms its instructions, the successful
bidder’s obligations shall be modified to such an extent as may be mutually
agreed, if such variation is substantial and involves considerable extra cost.
Any agreed difference in cost occasioned by such variation shall be added
to or deducted from the contract price as the case may be.

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

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

18.3 No Waiver of Bank Rights or Successful Bidder's Obligations
Any indulgence, forbearance or waiver granted or shown by the Bank will not
prejudices the rights of the Bank nor shall it relieve the successful bidder
from carrying only his obligation under the contract.

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

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

20. Period of Contract:
Initial period of the contract is 01 (one) year. After initial contract period of
one year the contract may be renewed on the same terms and conditions for
a further period of one year, at the discretion of the Bank.
21. **Commencement Period:**

The work has to be commenced immediately an award of the contract in favour of the successful bidder. If the Contractor delays the commencement of the work or more than 7 days after award of the contract or such exceeded time as may be intimated to the successful bidder. The Bank will be at liberty to cancel the award of contract without giving any notice. Failure to commence the contract within the above period will lead to forfeiture of the EMD amount.

22. **Manpower, Wages, etc.**

- The contractor should ensure to comply with all the provisions of Labour Act / State/Central Govt. Agreed procedures. The Contractor shall be solely responsible for compliance of provisions of Various labour and industrial laws and all statutory obligations such as minimum wages as per Central Govt. Rules, allowances, compensations, EPF, gratuity, Insurance, ESIC, etc. relating to personnel engaged by them. The Bank shall have no liability in this regard.

- The Contractor should obtain necessary labour license form statutory authorities for deploying man power.

- All personnel provided by the Contractor will be on the payrolls of the Contractor / Company and there will be no Employee and Employer relationship between the personnel engaged by the Contractor and the Bank.

- That the Contractor will not sub-contract or permit any other person to perform any of the work or services agreed to without prior written permission from the Bank.

- The Contractor shall ensure the availability of a reliever for weekly off and a substitute is provided if a person is absent. The Contractor should arrange for replacing his workmen to give weekly off to his workmen as per the labour rules.

- Contractor’s personnel or their family members shall not be allowed to stay / reside at site.

- The documents related to submission of EPF, ESIC, salary paid, etc, to the respective statutory bodies has to be submitted along with next month bill to the SBI / SBIIMS, Hyderabad for scrutiny.

- The contractor shall abide by “The Prohibition of Employment as Manual Scavengers and their Rehabilitation Act-2013”
23. Safety, Security, etc.

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

- In no case, safety norms shall be violated.

- The Contractor agrees that its personnel shall comply with security regulations in effect from time to time at Bank's premises. The Contractor alone shall be fully responsible for safety and security & insurance or life insurance of their personnel.

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

- The Contractor shall provide and ensure that the personnel engaged by them wear proper uniform, protection gears like helmets, safety shoes, hand gloves, fully body safety belts, ladders, etc.

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

- The contractor shall be responsible for the good conduct and performance on the part of his personnel and the contractor shall be deemed, for all legal and contractual purposes, the employer of the said personnel engaged by him and such persons shall not have any claim for employment in the Bank in whatsoever and howsoever manner or in any connection therewith against Bank now or at a future date. The contractor will at the request of the authorized officer of the Bank / Establishment will remove from the work place any person engaged by him for the services, who may be unsuitable or incompetent or whose conduct is not trustworthy or who misbehaves and / or is not courteous , polite with the employees of the Bank or it's customers. The contractor should undertake to thoroughly verify the antecedents, addresses, qualifications, character, family background and technical qualification etc of its personnel.

- The Contractor shall ensure that necessary tools and equipment are always available for the purpose of attending repairs on emergency basis.
• The Supervisor, Plumber, Carpenter, Electrician and other technicians shall be available and be report to the concerned Engineers ever day.

• All Contractor personnel will be subjected to physical checking while coming and leaving the premises. The contractor should maintain a register of its personnel who carry out the work and such register shall be kept open for inspection by the Bank as and when required.

• The contractor is required to maintain First Aid kits for use whenever it becomes necessary.

24. Payment Terms:

• Payment of wages/EPF/ESI etc to all the workers engaged by the contractor should be through an Account maintained with any Scheduled Commercial Bank which should be witnessed by an officer of the Bank and evidences should be submitted to the Bank. The payment to be made before 07th of the month.

• The performance of the contractor shall be monitored by the committee based on the feedback on quarterly basis.

25. Termination of the Contract

The Bank reserves the right to terminate the agreement in case of breach of any terms and conditions of this agreement by the Contractor, with one month notice. The Bank also reserves its right, to claim damages for such breaches and the decision of the bank in this regard shall be final. Bank can terminate the agreement if the services provided by the Contractor are found to be unsatisfactory. Delivery of the services and performance of the services shall be made by the contractor in accordance with the time schedule and other terms and conditions as specified in the TENDER. Any delay in performing the obligation/ defect in performance by the contractor may result in imposition of liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract.

26. Force Majeure

Neither party shall be liable for delay in performing obligations if the delay or failure is due to any of the following force majeure i.e. Act of God or any Government Act, fire, earthquake, explosion, strikes/ Bandh, civil commotion or anything beyond the control of either party. The party shall make all reasonable endeavours to minimize any such delay.

27. Governing Language

The contract and all correspondence / communications and other documents pertaining to the Contract, shall be written in English.
28. **Signing of Agreement of Maintenance Contract**

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

29. **Income Tax** will be deducted on the gross amount of the monthly bill at the rates notified under Income Tax Act, 1961, from time to time by Govt. of India.

**SCHEDULE II**
**DESCRIPTION OF THE ESTABLISHMENT:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total area</td>
<td>3.00 acres</td>
</tr>
<tr>
<td>Covered area</td>
<td>40 to 45% of 3.00 acres</td>
</tr>
<tr>
<td>Independent Bungalows</td>
<td>4</td>
</tr>
<tr>
<td>GM's Flats (3 bed rooms)</td>
<td>6</td>
</tr>
<tr>
<td>DGM's Flats (3 bed rooms)</td>
<td>16</td>
</tr>
<tr>
<td>Club House and Gym (ground + 1)</td>
<td>1 building with 2400 sq.feet area</td>
</tr>
<tr>
<td>Total No. of Toilets in quarters</td>
<td>81</td>
</tr>
<tr>
<td>Total No. of Toilets in other locations</td>
<td>4</td>
</tr>
<tr>
<td>Black top road</td>
<td>Internal roads are running in premises</td>
</tr>
<tr>
<td>Parks / Gardens/ Lawns</td>
<td>10 areas</td>
</tr>
<tr>
<td>Car parking area</td>
<td>At all the bungalows and ground floor at GM / DGM's flats</td>
</tr>
</tbody>
</table>

**OTHER ROOMS:**

<table>
<thead>
<tr>
<th>Room</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Security room</td>
<td>1</td>
</tr>
<tr>
<td>Generator Room</td>
<td>1</td>
</tr>
<tr>
<td>Liaison / Maintenance officer room</td>
<td>1</td>
</tr>
<tr>
<td>Drivers room</td>
<td>1</td>
</tr>
<tr>
<td>Dispensary room</td>
<td>1</td>
</tr>
</tbody>
</table>

**SCHEDULE III**

**HOUSEKEEPING, GARDENING & MAINTENANCE**
GENERAL DETAILS & CONDITIONS FOR JOB WORKS

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description of works</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Inspection of the site / installations / buildings / electrical wiring / drain pipes / manholes / barbed wire and their maintenance on daily basis.</td>
</tr>
<tr>
<td>2</td>
<td>Faulty parts and equipment including all electrical and plumbing consumables like tube lights, bulbs, chokes /starters are to be replaced by the Contractor without charging anything extra towards labour charges. However, actual cost of the items will be reimbursed to the Contractor after the bill is duly certified by the Officer (Maintenance), Engineer (civil) and Engineer (electrical) of the Premises &amp; Estate Department at SBI, LHO.</td>
</tr>
<tr>
<td>3</td>
<td>Electrical and plumbing works should be carried out only by qualified and experienced skilled labour of the Contractor.</td>
</tr>
<tr>
<td>4</td>
<td>All Cleaning materials of reputed brands approved by bank should be supplied by Contractor, within maintenance service contract.</td>
</tr>
<tr>
<td>5</td>
<td>The Contractor shall arrange for &amp; ensure daily cleaning and others services for the entire complex as specified in Annexure. Even if a room, flat or any other area is not being used, the dusting / cleaning would be done as per schedule.</td>
</tr>
<tr>
<td>6</td>
<td>The Contractor shall engage sufficient number of his trained employees for essential housekeeping and maintenance on any day, below which it may be, treated as absolute default in services. The Contractor shall ensure that they observe cleanliness and wear neat and clean uniforms with plastic Name Badges, identity cards with photographs and that they are courteous, polite and prompt while rendering efficient service in their respective areas. The Contractor shall have full control over the employees engaged by him. The Contractor shall give necessary guidance and directions to his employees to carry out the jobs assigned to them by the Contractor. The Contractor shall also be responsible for the payment of their wages and / or dues to his employees, to which they are entitled under the applicable laws. All liabilities arising out of violation of local laws and / or central laws shall be his responsibility. He will on the request of Maintenance Officer / Engineer (Civil) / Engineer (Electrical) / Assistant General Manager (Premises &amp; Estate), immediately remove from the work any person(s) / employee(s) who may, in the opinion of the Bank be unsuitable or incompetent or who may misconduct himself and such a person shall not be again employed or allowed in the work / campus without the permission of the Bank.</td>
</tr>
<tr>
<td>7</td>
<td>The Contractor shall carry out improvements as may be necessary for ensuring satisfactory service and shall take due notice of complaints made by all the residents of the bungalow / flats / Maintenance Officer / Engineer (Civil) / Engineer (Electrical) / Assistant General Manager (Premises &amp; Estate). The Contractor shall submit the Complaint Register to the Officer (Maintenance) / every day and to Assistant General Manager (Premises &amp; Estate) once in 15 days for further putting up to the Competent Authority.</td>
</tr>
<tr>
<td></td>
<td>In the event of shortage of water supply it will be Contractor's responsibility to ensure that arrangements are made for storage of water in sufficient quantity for drinking, bathing, washing, gardening and toilet purposes: The Contractor will for this purpose ensure smooth working of the water pump, tube well and the Municipal Supply. In case of scarcity of drinking water, the contractor has to arrange for supply of drinking water through outside agencies and the bank will borne the cost.</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>9</td>
<td>i) The Contractor shall be able to comply with all rules and regulations in respect of all the labour laws and statutory requirements, including fire safety regulations and other regulations, which are in vogue or will become applicable in future.</td>
</tr>
<tr>
<td></td>
<td>ii) The Contractor shall accept and bear full and exclusive liability for the payment of any or all taxes etc. (Except GST), now in force or hereafter imposed, increased and revised from time to time by the Central or State Government or by any other authority with respect to provision of services or arising out of or in connection with wage, salaries, or other compensations paid or payable to persons employed by the Contractor.</td>
</tr>
<tr>
<td></td>
<td>iii) The Contractor shall fully comply with all the applicable laws, rules and regulations relating to P.F. Act including the payment of P.F. contributions, Payment of Bonus Act, Minimum Wages Act, Workmen's Compensation Act, ESI, CL(R&amp;A) Act, Essential Commodities Act, Migrant Labour Act and/or such other Acts or Laws or regulations passed by the Central &amp; State, Municipal and Local Government agency or authority, including T.D.S. as per I.T. Act, applicable from time to time.</td>
</tr>
<tr>
<td></td>
<td>iv) The Contractor shall be responsible for proper maintenance of all Registers, Records and Accounts as required under the applicable laws/statutory provisions and/or Rules/Regulations framed there under. The Contractor shall be responsible for maintaining record pertaining to payment of Wages Act and also for depositing the P.F. contributions, if required, with authorities concerned.</td>
</tr>
</tbody>
</table>
|   | v) The Contractor shall bind himself and shall indemnify and hold the State Bank of India, Local Head Office, Koti, Hyderabad harmless, in respect of this contract, including all claims, damages proceedings, Costs, charges and or any expenses whatsoever which may be imposed, enforced or brought against the State Bank of India, Local head office or any of its Directors, Officers or employees for reasons of or consequent upon any breach or default on the part of contract or in respect of violation of any of the provisions of Law / Act / Rules or Regulations having the force of Law or under any Award or decision by any competent Tribunal, Court or Authority in respect of the
workmen or any one employed engaged by the Contractor in connection with this contract. This indemnity shall survive even after termination of the contract.

vi) The Contractor shall be responsible for all the claims of his employees and the employees of the Contractor shall not make and claim whatsoever against the SBIIMS/State Bank of India, Local Head Office, Koti, Hyderabad. The Contractor’s workmen will not have any right whatsoever to get absorbed in the State Bank of India, Local Head Office, Koti, Hyderabad.

vii) The Contractor shall engage fully trained and adequately experienced workmen, who are medically fit. They should be free from any infections.

viii) The Contractor shall obtain adequate insurance policy/policies in respect of his workmen to be engaged for the work, towards meeting the liability of compensation arising out of death / injury/disablement at work etc. The Contractor shall provide weekly off / holidays to his workmen as per applicable laws/labour laws but it will be his responsibility to ensure uninterrupted services on all days.

ix) House-keeping and maintenance services are to be done in such timings that the residents of the bungalows / flats are not disturbed in any way.

10 * In case the Contractor, or any of his employees, fails to fulfill his obligations for any day or any number of days, to the satisfaction of the Bank, for any reason whatsoever, he shall pay by way of liquidated damages up to a sum of minimum of Rs.1, 000/- (Rupees one Thousand Only), per day for the entire number of such days and the Bank shall without prejudice to its other rights and remedies, shall be entitled to deduct such damages from the money, if any, payable to the Contractor.

11 The Contractor shall bear all the costs and expenses in respect of all charges, including stamp duty, registration etc. of this agreement and/or any other documents/agreements, which are required to be executed.

12 The Contractor’s rate shall remain firm throughout the contract period.

13 The Contractor shall provide the following machineries:
   i) Industrial Heavy Duty Wet & Dry Vacuum Cleaners
   ii) Shampooing Machine
   iii) Scrubber Machine
   iii) Jet Pressure Cleaning Machine
   iv) Electric grass cutting machine with necessary garden tools
   v) Drilling machine for electrical / carpentry works
   vi) Multi meter for voltage / current resistance
   vii )Meggar, crimpling tools
   viii) Lawn mower (exclusive for this premises)
14 All chemicals and toiletries should be of First class BSI marked companies like:

- Hindustan Liver
- Johnson
- Godrej
- Reckitt
- Bengal Chemical
- Nath Peters etc.

as approved from time to time. All materials should be non-hazardous and environment friendly. Sufficient quantity of materials and consumables to be stocked at this site to ensure their uninterrupted supply. Materials required, are detailed in Annexure I.

15 The Contractor will be responsible to attend to all complaints / requirements within the purview of the contract. He will also be responsible to communicate immediately any complaint of sickness, mishap accident etc. to the Assistant General Manager (Premises & Estate). Complaint Register / Suggestion Register and First Aid Box to be provided by the SBI- LHO will be made available at the Reception Counter of SBI, Executive Enclave, Road No:5, Banjara Hills, Hyderabad under the control of the Contractor's men.

16 Tentative time Schedule for services required (not exhaustive)

Duty shifts of Contractor’s employees will be different; depending upon the nature of services required which may be as under:

<table>
<thead>
<tr>
<th>Detail / Description</th>
<th>Timings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supervisor</td>
<td>All days</td>
</tr>
<tr>
<td></td>
<td>7.45 AM to 4.45 PM</td>
</tr>
<tr>
<td>Electricians</td>
<td>All days</td>
</tr>
<tr>
<td></td>
<td>3 shifts a day (round the clock)</td>
</tr>
<tr>
<td>Plumber services</td>
<td>All days</td>
</tr>
<tr>
<td></td>
<td>9 AM to 5.00 PM</td>
</tr>
<tr>
<td>Masonry services</td>
<td>As and when required</td>
</tr>
<tr>
<td>Carpentry services</td>
<td>All Days</td>
</tr>
<tr>
<td></td>
<td>9.00 AM to 5.00 PM</td>
</tr>
<tr>
<td>General sweeping / cleaning / mopping /gardening services all areas on all days</td>
<td>8 AM to 4.00 PM</td>
</tr>
<tr>
<td>Toilets &amp; residences cleaning on all days</td>
<td>Before 12 Noon</td>
</tr>
</tbody>
</table>

(Time Schedule may be redrawn from time to time)

17 17.01. All the workers of the Contractor should report for duty to the Contractor’s Supervisor. All the labour of the Contractor may be supplied with Identity Card by the Contractor and photocopies of the Identity cards should be handed over to us for identification and verification by Security guards at the time of entry. All the workers of the Contractor should always wear the Identity card inside the complex.

17.02. A system of checking the quality of services by the Contractor will
be as under:-

i) Supervisor of the Contractor will visit the total premises with Assistant Manager (Maintenance) / Manager (Civil) /Manager (Electrical) daily in the evening and record their findings on a register (format to be prescribed), where Assistant Manager (Maintenance) will also sign.

ii) Supervisor of the Contractor will arrange to obtain a signature on a register from each residential quarter regarding the Job done by his labours soon after completion of the work.

iii) The above registers will be maintained with the Assistant Manager (Maintenance) at the complex. As per records of the registers AGM (Premises & Estate) will arrange to impose penalty at the time of release of payment to the Contractor every month. Each deficiency should attract penalty of the 1 day’s, 1 labour’s cost, or 3.33% of the aggregate monthly contract value, to the minimum of Rs1000/- per day.

18. Responsibility of the Contractor.

18.01 i) Contractor must have a valid license under Shops & Establishment Act, 1988 (that regulates working conditions and employment conditions of the employees). The Registration certificate is issued by Labour Dept. of the State for a calendar year and it has to be got reviewed by the Contractor every year.

ii) The Contractor shall arrange to obtain license from the appropriate authority under Contract Labour (R & A) Act Rules 1971 by applying a form IV on the basis of form V issued by the P.E.

iii) Contractor has to maintain Register for contract labour on form 13 and submit ½ yearly returns to the ALC of labour / licensing officer. In case of default, the P.E. is held accountable and liable for prosecution. Every Contractor shall issue employment Card to his Labours form XIV within 3 days of employment.

iv) The Contractor has to pay the minimum wages (Central Government wages) to his employees and shall also pay ESI and PF contributions and comply with all rules and regulations.

v) The Contractor must maintain the following registers: -
   a) Attendance Register on form XVI (16).
   b) Wages Register on form XVII (17)
   c) Leave Register.
   d) Overtime Register on form XXIII
   e) Register of fines on form XXI (21)
   f) Register of advances on form XXII (22)
   g) Register of deductions on account of damage or loss caused to the employees on form XX.
   h) Register for Contract employees on form 13.
vi) Contractor shall submit half yearly return before 30 days of completion of half year for the previous half year on form XXIV.

i) Register of overtime in form XXIII (23).

j) Every Contractor shall issue a wage slip on form XXIX (29) his employee at least 1 day prior to disbursement of wages.

k) All the records to be retained for a period of 3 calendar years.

l) Contractor shall posses own ESI code number and remit of ESI contribution before 20th of every month and submit a copy of the challan to the Premises & Estate Department.

m) Every Contractor shall maintain an Inspection book in which the Inspector visiting may record his remarks. The Inspection book shall be of 18 x 15 cms size bind book.

The first page of the book shall contain the following particulars:-

a. Name and address of the establishment
b. Registration No.
c. Name of employees.
d. Father's name.
e. Postal address.

18.02. Contractor shall maintain the First Aid Box in the Establishment with the prescribed contents.

18.03. Telangana Labour Welfare Fund Act: The Act is applicable to all the employees who draw less than Rs.1600/- per annum, has to be compiled with by the Contractor.

<table>
<thead>
<tr>
<th>S. No</th>
<th><strong>Electrical maintenance: Details of job works</strong></th>
<th>D</th>
<th>W</th>
<th>M</th>
</tr>
</thead>
<tbody>
<tr>
<td>23</td>
<td>Providing Attendants’ services to arrange for repairing services for Washing machines, refrigerators, coolers, microwave ovens etc., at quarters.</td>
<td></td>
<td></td>
<td>Σ</td>
</tr>
<tr>
<td>24</td>
<td>Operation and maintenance and regular up-keep of lighting, street lighting, garden lighting and service building electrification and allied electrical works, sump pumps, water pumps and starters etc within the premises.</td>
<td>√</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Cleaning, dusting of starters, pumps, panel boards, cable racks etc. mains, distribution boxes of each bungalow / flat, street light fixtures and checking up of all the electrical connections</td>
<td></td>
<td>√</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Operation, maintenance and upkeep of solar water heating system (through authorized specialized agencies) including replacement of spares if required. Cost of spares will be reimbursed to the contractor on production of relative bills duly certified by the Engineer (Electrical).</td>
<td></td>
<td>√</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Changing of fused tubes, lamps, chokes, capacitors, rewinding fans and motors, faulty parts and equipment and other items. A logbook shall be maintained to record use of the electrical and plumbing materials at the various locations in the Enclave and shall be counter signed by the Assistant Manager (Maintenance). The Contractor will supply the items required for repairs / rectification. However, if Contractor supplies the items the amount will be reimbursed to the Contractor, after the bill is certified by Deputy Manager (Maintenance) and Engineer (Electrical)</td>
<td>√</td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>Cleaning and dusting of panel boards by using a vacuum cleaner once in every week.</td>
<td></td>
<td>√</td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Liaison with TSCPDCL in case of power failures / routine maintenance / shut down of power / disputes in billing etc., replacement blown out fuse in substation and general up keep of substation equipment.</td>
<td></td>
<td>Σ</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>Maintenance of logbook, indicating the number of breakdowns and rectifications done, if any and submit the same to the maintenance officer for confirmation.</td>
<td></td>
<td>Σ</td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>The Contractor shall collect from TSCPDCL and distribute the monthly electricity bills to the respective residences, collect the cheques for payment of the bill and deposit the same with TSCPDCL. The bill for the common services shall be handed over to the Deputy Manager (Maintenance)</td>
<td></td>
<td></td>
<td>√</td>
</tr>
<tr>
<td>32</td>
<td>Maintenance of 3 Nos. passenger lifts of M/S Johnson make through authorized service agencies or OEM (Original Equipment Manufacturer) including lubricating the gear mechanism, checking all the electrical and mechanical controls, replacement of parts / spares as required with in the contract amount.</td>
<td></td>
<td>Σ</td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>Maintenance of all window / split Air conditioners (approx 50 numbers) through authorized service agencies including cleaning the filters, checking all electrical connections, blower</td>
<td></td>
<td>Σ</td>
<td></td>
</tr>
<tr>
<td>No.</td>
<td>Task Description</td>
<td>Status</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>--------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>Liaison with BSNL for uninterrupted telephone services, repairs of faulty lines and general upkeep of the telephone lines etc</td>
<td>∑</td>
<td></td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>Liaison with HMWSSB for water supply</td>
<td>√</td>
<td></td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>Liaison with cable operators for repairs and maintenance of the Cable TV / Dish TV system in the complex</td>
<td>√</td>
<td></td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>Maintenance of temple premises inside the complex including pooja arrangements</td>
<td>√</td>
<td></td>
<td></td>
</tr>
<tr>
<td>38</td>
<td>De-weeding, removal of creepers and plants inside the substation areas/ stay wires / poles etc/. (all safety norms shall be followed strictly to ensure the safety of the workers to avoid electrical mishap.</td>
<td>√</td>
<td></td>
<td></td>
</tr>
<tr>
<td>39</td>
<td>All the main earthing and terminal connections in all the panels shall be checked for loose contacts and necessary rectification like re termination with suitable spares, removal and relaying of cables etc.,</td>
<td>√</td>
<td></td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>Replacement of filters in the Air coolers in the residences once in a year including cleaning and maintenance.</td>
<td>∑</td>
<td></td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>Solar Panels cleaning in all the apartments and Bungalow terraces</td>
<td>√</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

∑ Items shall be done as and when necessary

$ Once in 3 months or on change of occupancy

(*) Cost of fertilizer, manures, disinfectant, fungicide, red soil required for topping, seasonal plants etc, will be reimbursed to the contractor on production of proper receipts and verification by the concerned officials

(**) The Contractor has to enter AMC with the OEMs only for lifts, Air conditioners, solar heating systems, Electric Chimneys and shall submit the copy of the AMC agreements to the bank with in a fortnight of awarding the contract. AMC includes attending to breakdowns as well as periodic check ups at least once in a quarter for operative maintenance.

The following minimum personnel to be provided at any point of time during the day as per the work schedule.

i. Electrician – 3
ii. Plumber – 1
iii. unskilled labour – 17
iv. Supervisor – 1
v. Garden Supervisor – 2
vi. Carpenter — 1

fans, drain pipe lines, gas charging (including cost of gas), if required and replacement of any spares as required with in the contact amount. Shifting of Acs from one flat to the other or from one room to the other in the same flat as and when required by the occupants.
Though, the above number is minimum, the contractor has to provide the required man power for carrying out all the works detailed in the work schedule within the time frame.

The following personnel who are skilled and qualified to be provided at any point of time during the day as per the work schedule:

1. Qualified Electrician(s): ITI/Diploma with 3 years of experience in handling relevant works.
2. Skilled Plumber: 3 years of experience in handling relevant works.
3. Required unskilled labour: 1 year experience in handling Housekeeping works.
4. Qualified Supervisor: 12th Standard or ITI with 5 years of relevant experience in Supervising Housekeeping works.
5. Qualified Garden Supervisor: 5 years of relevant experience in gardening works.
6. Qualified Carpenter: 3 years of experience in handling relevant works.

The contractor has to provide the required man power for carrying out all the works detailed in the work schedule within the time frame.
Annexure-A

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

To,

The Vice President,
SBI Infra Management Solutions Pvt Ltd,
Ground floor, SBI LHO Campus,
Koti, Bank Street,
Hyderabad- 500 095

Sir,

Our Bid for _____________________________________

We submit our Bid Document herewith. We understand that

1. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.
2. Bank may follow close or open bidding process as per requirement of the Bank.
3. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form.
4. If our Bid is accepted, we are to be jointly responsible for the due Performance of the contract.
5. Vendor means the bidder who is decided an declared so after examination of commercial bids.
6. The Commercial Bidding process will be through an e-procurement reverse auction process. The online reverse auction will be conducted by the Bank or a company who have been authorized in this regard by the Bank. The bidders are required to possess a valid Digital Certificate for participating in the e-procurement process bid for Comprehensive Annual Maintenance contract for housekeeping, gardening and maintenance services at SBI Executive Enclave, Road No.5, Banjara Hills, Hyderabad.

II CERTIFICATE:

I/We read and understood all conditions and requirements of SBIIMS/State Bank of India, Local Head Office, Koti, Hyderabad for providing Housekeeping, gardening & maintenance services at SBI Executive Enclave Banjara Hills, Hyderabad.

Yours faithfully,

For:

Signature:

Name:

Seal of Company
2. **Qualification criteria:**

**Annexure-'B'**

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

<table>
<thead>
<tr>
<th>SNo.</th>
<th>Eligibility Criteria</th>
<th>Documents to be submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The bidder must be a Firm / Proprietary / Company registered under Companies Act. With an experience of minimum 05 years in the field of Housekeeping, Maintenance and Gardening in anywhere in Telangana.</td>
<td>In case of Proprietary copy of the GST Registration certificate / In case of firms Copy of the firm registration Certificate / In case of company copy of certificate of incorporation issued by Registrar of Companies and full address of the registered office plus GST registration certificates.</td>
</tr>
<tr>
<td>2</td>
<td>Handled minimum 3(three) single completed annual contracts in commercial complexes for Housekeeping, Maintenance and Gardening in anywhere in Telangana with each contract having value of not less than Rs 37,00,000/- (Excluding Service tax/GST)</td>
<td>Copy of the work order and work completion certificates issued by the principal Employers specifying the below criteria’s for the works carried out during the period from 1/02/2015 to 31/01/2020.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1. Scope of work.</td>
</tr>
<tr>
<td></td>
<td>Handled minimum 2(Two) single completed annual contracts in commercial complexes for Housekeeping, Maintenance and Gardening in anywhere in Telangana with each contract having value of not less than Rs 46,00,000/- (Excluding Service tax/GST)</td>
<td>2. Contract value.</td>
</tr>
<tr>
<td></td>
<td>Or</td>
<td>3. Area of the building.</td>
</tr>
<tr>
<td></td>
<td>Handled minimum 1(one) single completed annual contracts in commercial complexes for Housekeeping, Maintenance and Gardening in anywhere in Telangana with each contract having value of not less than Rs 74,00,000/- (Excluding Service tax/GST)/-</td>
<td>4. No. of staff deployed by the contractor for the contract.</td>
</tr>
<tr>
<td>3</td>
<td>The bidder should have a minimum</td>
<td>5. Period of the contract for completed.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>6.Monthly payment</td>
</tr>
<tr>
<td></td>
<td>(i)Copy of the audited P&amp;L</td>
<td>Note:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(i) Renewal of annual contracts shall be considered as a single contract. (contract value will be considered for maximum of 12months ) (ii) Copy of agreement is enclosed.</td>
</tr>
</tbody>
</table>

Note:
average annual turnover of Rs 28,00,000/- for the previous three years (as on 31-03-2019). Audited / Certified Balance Sheet (by Charted Accountant) for the years 201-2017, 2017-2018 and provisional / audited Balance sheet for 2018-2019, establishing the turnover criteria should be submitted.

<table>
<thead>
<tr>
<th>5</th>
<th>Bidder should have Office at Twin cities only. Or Should be able to open an office in Hyderabad with in 2 months from date of award of contract.</th>
<th>Address Proof of the firm should be submitted.</th>
</tr>
</thead>
</table>

Account and Balance Sheet duly Certified by the Charted Accountant including 3CA/3CD and auditor notes and accounts.

(ii) Copies of returns submitted to the Tax authorities such as IT & Service Tax etc.

(iii) Any return submitted to the labour Commissioner.

The bidder should have (i) Valid labour licence under section 12(1) of then contract Labour regulation and Abolition) Act, 1970. (ii) Registered with ESI, EPF, GST etc authorities and must be in possession of Permanent Account No (PAN).

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

Signature
Seal of Company
Annexure – C.

**TECHNICAL BID EVALUATION (MATRIX)**

**Evaluation Information**

The bidder should fill the table below and submit documentary evidence for all the particulars mentioned hereunder:

### TECHNICAL BID EVALUATION: Part-I

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particulars</th>
<th>Marks</th>
<th>To be filled up by the Bank</th>
<th>Documents attached [Yes/No]. If Yes, state the nature of documents(s).</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Average annual turnover of the Company as per Audited Balance Sheets as on 31st March 2019, 2018 and 2017</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>&gt;2.50 crores</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>&gt;1.50 crores but &lt;=2.5 crores</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>&gt;0.75 crores but &lt;=to 1.50 crores</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>&gt;0.45 crores but &lt;=0.75 crores</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>&gt;0.28 crores but &lt;=0.45 crores</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Area in square feet serviced in any single organization for housekeeping, maintenance &amp; facility management contract in commercial complex located at Hyderabad between <strong>01/02/2015 to 31/01/2020</strong>.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>&gt;1.00 lac sq.ft.</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>&gt;0.60 sq.ft. but &lt;= 1.00 lac sq.ft.</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>&gt;0.40 lac sq.ft. but &lt;=0.60 lac sq.ft.</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>&gt;0.25 lac sq.ft but &lt;=0.40 lac sq.ft.</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>&gt;0.20 lac sq.ft. but &lt;= 0.25 lac sq.ft.</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>No. of Employees on payroll in housekeeping, maintenance &amp; gardening as on <strong>31/01/2020</strong>.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>&gt;100</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>&gt;50 but &lt;=100</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Number of years of experience in housekeeping, maintenance &amp; gardening services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>&gt;= 10 years</td>
<td>10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>&gt;= 8 but &lt;10 years</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>&gt;= 5 but &lt;8 years</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Latest ISO Certification</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Available</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Not Available</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Whether the Bidder had provided services in</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Govt./PSU +Private</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Govt./PSU</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Private</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Constitution</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Ltd.</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Private Ltd.</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Partnership/LLP</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Others</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Value of single largest annual contract in the past five years (__________________) in housekeeping, maintenance &amp; gardening in residential / Commercial Complexes located at Hyderabad.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>&gt;1.00 Cr</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>&gt;0.5Cr but &lt;=1.00Cr</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>&lt;=0.5 Cr</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Complaint registration and response</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) Online (electronic, web-based) system available with the Contractor</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) Manual system available with the Contractor</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) No system used by the Contractor</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Maximum Score for Part-I of Technical Bid Evaluation: 60 marks
**TECHNICAL BID EVALUATION (SITE VISIT): PART-II**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particulars</th>
<th>Maximum Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Site visit by a panel from the Bank to one or more sites out of the sites whose reference is given by the bidder.</td>
<td>10</td>
</tr>
</tbody>
</table>

During site visit, the members will evaluate the work being performed by the contractor at the site and its suitability for the Bank, which will be based on, but not limited to, the following criteria:

- Level of general cleanliness – 2 marks
- Quality of cleaning of toilets – 3 Mark
- Turnout of the workers – 1 Mark
- Use of technology in complaint redressal - 1 Mark
- Mechanization of operations- 1 Mark
- Maintenance of suitable records - 1 Mark

2 Verbal feedback received from the clients served by the applicants on the basis of, Cleanliness, Speed of complaints redressal, Use of eco friendly material, mechanization of operation, Frequency of training provided to workers, etc. | 5             |

Maximum Score for Part-II (Site Visit): 15 marks  
Minimum marks required for qualifying in the Part-II (Site Visit): 9 marks

The bidder has to obtain minimum qualification marks in both Part-I & Part –II of TECHNICAL BID EVALUATION (MATRIX) for opening of the price bid.

Note: The Bank will use criteria and information in addition to what has been asked above for evaluation. This would include, but may not be limited to, verification of references given by the contractor, evaluation of contractor’s existing work by making site visits, etc.

Signature of Authorized Representative______________________________

Name of Authorized Representative _______________________________

Place: ________________  
Date: ________________

[DULY AUTHORIZED SIGNATORY]
**Annexure – D**

**BIDDER DETAILS**

Details of the Bidder

1. Name

2. Date of Incorporation and / or commencement of business

3. Certificate of incorporation

4. Brief description of the Bidder including details of its main line business

5. Company website URL, if any

6. Particulars of the Authorized Signatory of the Bidder
   
   a. Name
   
   b. Designation
   
   c. Address
   
   d. Phone number (Landline)
   
   e. Mobile Number
   
   f. Fax Number
   
   g. Email Address

Signature

Seal of Company
CERTIFICATE

Certified that we have remitted the monthly subscription of Employees Provident Fund & Employees State Insurance to the workers employed by me in the SBI Executive Enclave, Banjara Hills, Hyderabad for Annual Maintenance Contract for Housekeeping, Gardening & Maintenance work for the Month........................Year ..............................

<table>
<thead>
<tr>
<th>Office in which subscription remitted</th>
<th>Bill No. &amp; Date</th>
<th>Emp.Prov.Fund (EPF)</th>
<th>(ESI)</th>
<th>Others</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature with seal of the Contractor
DECLARATION OF NEAR RELATIVES OF SBI EMPLOYEES

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

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

Place :

Date :

Signature with seal of the Contractor

Name in Capital Letters:

Address:
ANNEXURE-I

UNDERTAKING

We hereby certify that we have gone through the tender document and we have fully understood the conditions herein. We hereby assure that we will comply with the conditions and submit monthly compliance statements regarding minimum wages and other Labour related statutory formalities like PF, ESI, etc.

Place :

Date :

Signature with seal of the Contractor
Name in block letters:
Address:
SBI INFRA MANAGEMENT SOLUTIONS PVT LTD
(WHOLLY OWNED SUBSIDIARY OF SBI)

PART- B

COMMERCIAL PRICE BID

COMPREHENSIVE ANNUAL CONTRACT FOR HOUSE KEEPING,
GARDENING& MAINTENANCE SERVICES AT STATE BANK OF INDIA, LOCAL
HEAD OFFICE CAMPUS, BANK STREET, KOTI, HYDERABAD

The Vice president,
SBI Infra Management Solutions Pvt. Ltd.
Ground Floor, SBI LHO Campus Building,
Bank Street, Koti,
Hyderabad – 500 095
Telangana
COMMERCIAL PRICE BID

The Vice president,
SBI Infra Management Solutions Pvt. Ltd.
Ground Floor, SBI LHO Campus Building,
Bank Street, Koti,
Hyderabad – 500 095
Telangana

Sir,

COMMERCIAL INDICATIVE PRICE BID:
TENDER FOR PROVIDING HOUSE KEEPING, GARDENING & MAINTENANCE CONTRACT

With reference to your Notice Inviting Tender for providing Housekeeping, Gardening & Maintenance Contract for your SBI Executive Enclave, Road No.5, Banjara Hills, Hyderabad, we give below our indicative commercial prices:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particulars</th>
<th>No.of Persons</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Housekeeping Supervisors (Skilled)</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Qualified Electricians(Skilled)</td>
<td>3</td>
</tr>
<tr>
<td>3</td>
<td>Plumber (Skilled)</td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td>Unskilled labour</td>
<td>17</td>
</tr>
<tr>
<td>5</td>
<td>Gardener supervisor (Skilled)</td>
<td>2</td>
</tr>
<tr>
<td>6</td>
<td>Carpenter (Skilled)</td>
<td>1</td>
</tr>
<tr>
<td>**</td>
<td>Total cost for Manpower Requirement</td>
<td>25</td>
</tr>
</tbody>
</table>

A  cost for Manpower requirement  25 persons Minimum wages shall be paid by the prevailing rates as fixed by the Govt. of India from time to time by the contractor and claim the same as reimbursement.

B  Housekeeping, Garden, Electrical and Plumbing tools and Equipment’s, Consumables, uniform, Mosquito fogging etc, Monthly Rs
<table>
<thead>
<tr>
<th></th>
<th>Service Description</th>
<th>Frequency</th>
<th>Unit Cost</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>C</td>
<td>Pest Control &amp; Rodent Treatment for all residences</td>
<td>Weekly once</td>
<td>Monthly</td>
<td>Rs</td>
</tr>
<tr>
<td>D</td>
<td>Annual Maintenance Contract for Window AC's, Split AC and Cassette AC's. Solar</td>
<td>Monthly</td>
<td>Monthly</td>
<td>Rs</td>
</tr>
<tr>
<td></td>
<td>Maintenance, Lift Maintenance, Chimney Maintenance.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>Misc. expenses, if any</td>
<td>Monthly</td>
<td>Rs</td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>Contractors Service Charges</td>
<td>Monthly</td>
<td>Rs</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Cost of for one month</td>
<td>(B+C+D+E+F)</td>
<td>Rs</td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:** Bidder should include cost for cleansing material, lump sum payment towards the cost such as Insurance, personal protective equipment, uniform, consumables, required tools & machineries etc. GST amount should not be loaded in the Commercial Bid and shall be paid extra as applicable, by Bank. The successful vendor has to submit system generated GST tax invoice incorporating Bank's GST in number and vendor GST no. Manual GST invoices will not be accepted. Bonus amount as per Bonus Act will be reimbursed and should not be loaded in the Commercial Bid.

2. Man Power requirement is indicative. It may vary plus or minus 10%.

Dated this __________ day of ____________ 2020

For and on behalf of __________________________________________

(With seal)

Signature________________________________________

Name________________________________________

Designation________________________________________
Annexure- F

Format for Performance Guarantee

BANK GUARANTEE

To,

The Vice president,
SBI Infra Management Solutions Pvt Ltd,
Ground floor, SBI LHO campus,
Bank Street, Koti,
Hyderabad-500 095

(Hereinafter referred to as “SBI/you”)

Whereas consequent to your Request For Proposal (RPF) dated __________ you have awarded the contract vide letter No. ________________ dated ________________ to M/s ________________ having its Corporate Office at ________________ (hereinafter referred to as “the Contractor”) to ________________.

Whereas as per the payment terms of the said TENDER the Contractor has to submit a Bank Guarantee from a any scheduled commercial bank, other than SBI in favour of you.

And whereas, we, ________________ Bank, having our branch office at ________________ (hereinafter referred to as “the Guarantor”) on the request of the Contractor hereby expressly and unreservedly undertaken and Guarantee to pay to you, a sum not exceeding Rs. ________________ /- (Rupees ________________ only), in the event of any breach by the Contractor of the obligations under the contract, or reasons attributable to the Contractor on account of the same. This Guarantee shall be limited to an amount not exceeding Rs. ________________ /- (Rupees ________________ only). You may raise a demand on us in writing stating the amount claimed under the Guarantee and on receipt of your claim in writing, without any demur, protest or contest and without any reference to the Contractor, we the Guarantor shall make the payment under this Guarantee to SBI within 24 hours of receipt of written claim / demand.

We the Guarantor, further confirm that a mere letter from the SBI that there has been a breach by the Contractor of its obligations or there are sufficient reasons for invoking this Guarantee, shall without any other or further proof be final conclusive and binding on the Guarantor.

We shall not be discharged or released from this undertaking and the Guarantee by any arrangement, variation, violation between you and the Contractor, indulgence to Contractor by you with or without our consent or knowledge and this Guarantee shall be in addition to any other Guarantee or security you possess against the Contractor.
This Guarantee shall be a continuing Guarantee and shall not be discharged by any change in the constitution of the Bank, Guarantor or the Contractor. It is further guaranteed that the payment under this Guarantee shall be made by us on receipt of your written demand as aforesaid making reference to this Guarantee.

Notwithstanding anything contained herein above, our liability under this Guarantee is restricted to Rs__________________/-(Rupees____________________________ Only).

This Guarantee shall remain in full force and effect for a period of _______ years up to _______ unless a claim under this Guarantee is made against us within one month from that date i.e. on or before _______, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

Thereafter, our Guarantee shall be considered as null and void whether returned to ourselves or not.

Date:

For___________________
(Branch and Bank)

Place: