



STATE BANK OF INDIA

LCPC Jabalpur

Tender Reference No. SBI/LCPC/23-24/01

**Part – I
(Technical Bid)**

TENDER NOTICE FOR AVAILING SERVICES FOR ARRANGEMENT AND MOVEMENT OF DOCUMENTS (AOFs) WITHIN THE LCPC PREMISES AND TO STORAGE SITE LOCATED AT DADDA NAGAR JABALPUR AND FILLING GMBs (Galvanized Metal Boxes)

Name of The Tenderer:

Last date for submission of bids: 3.00 P.M. (IST) on 20.09.2023

Opening of Technical Bids: 2.00 P. M. (IST) on 21.09.2023

Address:
.....
.....

GSTIN:

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NOTICE INVITING TENDER

State Bank of India, a body corporate constituted under State Bank of India Act 1955, having its Corporate Centre at Madame Cama Road, Nariman Point, Mumbai-400 021 and one of its Local Head Office at Bhopal through its LCPC Jabalpur (hereinafter referred to as “the Bank”) , invite e-tenders from Contractors/Service Providers for availing services for arrangement and movement of documents (AOFs) within the LCPC Premises and to storage site located at ODAC Jabalpur and filling GMBs.

The other details of the tender are as under:-

1	Name of the work	Contract for availing service of vendors for arrangement and movement of documents (AOFs) within the LCPC Premises and to storage site located at Daddanagar Jabalpur and filling GMBs.
2	Cost of Tender processing Fee (Non-refundable)	NA
3	Earnest Money Deposit (EMD)	Rs. 50,000/- (Rupees Fifty thousand Only) in the form of Demand Draft issued by any Nationalized /Scheduled Bank drawn in favour of “ AGM, State Bank of India LCPC Jabalpur ”, payable at Jabalpur and enclosed with the Technical Bid.
4	Security Deposit (ISD)	The successful Contractor whose tender is accepted by the Bank shall be bound to deposit a sum of Rs.100000/- (Rupees One Lakh Only) as Security Deposit (SD) in the form of Bank Guarantee issued by any Nationalized / Scheduled Bank (Other than State Bank of India) as per the Bank’s approved format within 10 days from the selection of successful Bidder.
5	Date for Downloading of Tender Document (Technical and Price Bid)	From 12.09.2023 to 20.09.2023 on Bank’s Website www.sbi.co.in <LINK> Procurement News https://www.tenderwizard.com/SBIETENDER
6	Last date & time for submission of online e-tender	Up to 03:00 PM on 20.09.2023 at https://www.tenderwizard.com/SBIETENDER Note: It is sole responsibility of the bidder to ensure online submission of their bid by stipulated date and time. Interested Bidders are advised to go through the entire document before submission of Bids to avoid any chance of elimination.

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7	Date, Time and Address for opening of e-tenders	<u>21.09.2023</u> <u>Technical Bid 2.00 PM and Price Bid 4.00 PM</u> <u>www.tenderwizard.com/SBIETENDER</u>
8	Place for submission of EMD and documents related to Eligibility Criteria on or Before 03:00 PM on 20.09.2023	Assistant General Manager State Bank of India LCPC (Liability Central Processing Centre) Jabalpur. 2nd Floor, AO Building, SBI Chowk, Vijay Nagar, Jabalpur, Madhya Pradesh- 482002
9	Agency for arranging e-tendering/online bidding	For E-Tender related queries: Service provider: M/s Antares Systems Limited, Registered Office at: - #24, Sudha Complex, 3rd Stage, 4th Block, Bangalore – 560079. Ph: - 080-49352000 / 40482000 Fax: - 080-49352034. Help Desk: 9044314492 / 9708966660 / 080-40482100 / 1800-3096630 You are requested to contact the agency for further guidance on e-tendering.
10	Validity for Offer	NA
11	Penalty/Liquidated damages	As per relevant clause in the tender document.
12	Insurance	As per insurance clause of the tender document
13	Period of contract	Initially for a period of Two (2) Year, subject to its renewal for two more similar terms upon satisfactory performance.
14	Pre-bid Meeting, Date and Time	NA
15	Rates	Rates quoted by the bidders shall remain unchanged throughout the contract period including all taxes (excluding GST), duties, levies, royalties, transportations, labour other incidental charges, etc. GST shall be paid / reimbursed to the vendor as per Bank's norms as applicable.

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

3. Tenders received without EMD shall be summarily rejected.

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

5. The Bidders disqualified /debarred /terminated by the SBI during the last five years from any of their projects on account of unsatisfactory performance, shall not be eligible to apply/quote.

**Assistant General Manager
State Bank of India
LCPC (Liability Central Processing Centre) Jabalpur.
2nd Floor, AO Building, SBI Chowk, Vijay Nagar, Jabalpur- 482002**

SCOPE OF WORK

- i. The Service provider (Vendor) has to **provide the services of 18 unskilled workers and 1 semi-skilled supervisor for movement of AOFs within the LCPC premises and to storage site located at Dadda Nagar Jabalpur and Filling GMBs.**
- ii. **Bundle of 50 AOFs each is to be prepared and filled the GMBs in multiple of 50 AOFs.**
- iii. Properly stacking of Documents (AOFs) in the storage.
- iv. AOFs should be handled with care and the supervisor should monitor it.
- v. The vendor has to maintain utmost confidentiality and will be responsible for any data breach as mentioned in the agreement subsequently.
- vi. The vendor shall provide good quality untainted manpower.
- vii. Bank will have the right to add/amend/modify scope of the work as per its discretion/requirement though with mutual agreement/consent.
- viii. Bidder to start work and test compatibility within one week of signing SLA. Failing which penalty will be imposed as mentioned in penalty clause. Bank may also invoke PBG and cancel work order and allot same work to L2/L3 Bidder.
- ix. In case of loss of any file, documents, pages, security documents while in the custody of the service provider, then the service provider would be liable for the penalty as per penalty clause.
- x. The service provider should claim payment of the workers as per the working days for the month with maximum 26 days.

INSTRUCTIONS TO TENDERER

1. **Purpose:** Contract for Availing services of contractor/vendor for arrangement and movement of documents (AOFs) within the LCPC Premises and to storage site located at Dadda Nagar Jabalpur and filling GMB's (Galvanized Metal Boxes)
2. **Invitation:** The bidders desirous of taking up the project for supply of above services for SBI are invited to response to this Tender. The criteria and the actual process of evaluation and subsequent selection of the successful bidder (L-1) will be entirely at Bank's discretion. We seek proposal from Bidders who have the necessary experience, capability & expertise to provide services for arrangement and movement of documents (AOFs) within the LCPC Premises and to storage site located at Dadda Nagar Jabalpur and filling GMBs, 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

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executed by duly authorized official(s) of State Bank of India with the successful Bidder.

3. Bidder's Eligibility Criteria: Bid is open to all Bidders who meet all items of the eligibility criteria and Technical & functional specifications as per eligibility criteria given below However, the contractors have to submit the following documents showing their satisfactory services and compliance of Government Guidelines along with the EMD on or before 20.09.2023 by 3.00 PM in the office of the Assistant General Manager, SBI LCPC Jabalpur.

a) Bidders / Contractor to submit their Bids online, however EMD and following details alongwith supporting documents to be submitted to the Office of the Assistant General Manager, SBI LCPC Jabalpur before the specified time and date. If the Bid is not accompanied by the required documents, supporting eligibility criteria; the same would be rejected. Bidders/contractors meeting the following criteria, the Price Bid of such contractors shall only be opened. Bank's decision in this regard shall be final and no correspondence shall be entertained in this regard.

S. No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted with the Bid
1.	The Service Provider should be a Government Organization / PSU / PSE / Private / Public Limited Indian Company / Partnership / proprietary firms under Indian Laws.		Copy of the Partnership deed/Bye Laws/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association/GST/VAT registration and full address of the registered office.
2.	In the last three financial years i.e. 2019-20, 2020-21, 2021-22 the Service Provider should have achieved minimum average annual financial turnover as mentioned in pre-qualification table and should have positive net worth in each of the last three financial years. The Service Providers shall submit audited annual accounts of all three years in respect of this requirement.		Copy of the Audited /Un audited Balance Sheet for preceding three years.
3.	The Service Provider should have GST registration certificate, E.S.I.C., P.F. and applicable Labour Law registration/ Licenses. Photocopies of valid		Compliance self-certificate along with Photocopies of valid registrations and license should be furnished with the Technical Bid.

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	registration certificates/licensees should be furnished along with the technical bid.		
4.	In the last 5 years : Handled minimum 3(three) single completed annual contracts in commercial complexes contract having value of not less than Rs. 20,00,000/- (Rs. Twenty Lakhs only) .		Copy of the work order and Satisfactory completion certificates issued by The Principal Employers specifying the below criteria's for the works carried out during the period from 01/04/2018 to 31/03/2023.
4.	Bidder should have Office at in MP/CG.		Address Proof of the firm should be submitted.
5.	Bidders should enclose copies of the Periodic Returns submitted to the concerned Licensing Officer		Copies of the Returns.
6	Subcontracting of the work is not permitted. An undertaking would be required to be submitted		Affidavit as per Annexure-I
7	Vendor to give compliance certificate regarding: No complaint against vendor / or its supervisor / staff of breach of data privacy, confidentiality, proliferation, misuse.		Affidavit as per Annexure-I
8	Service Providers should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Tendering Authority.		Affidavit as per Annexure-I
9	The operation of the bidder in Pakistan or China, if any, should be suitably firewalled from the contact / operations with the Bank. And shall also declare that no employee who has previously or been posted in Pakistan or China in any capacity is engaged by the company for this project and that no Pakistan national or person of Pakistan origin should be engaged by the service provider for the project. Further the company should not post an employee who has worked in India operations in Pakistan or China		Bidder to give an undertaking for compliance in Annexure O.

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

4. Disclaimer:

- (a) 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

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conditions subject to which such information is provided.

- (b) This Tender is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids.
- (c) The purpose of this Tender is to provide the Bidder(s) with information to assist the formulation of their proposals. This tender does not claim to contain all the information each Bidder may require. 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.
- (d) 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.
- (e) The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender document and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- (f) Bank reserves the right to cancel the entire Bidding / procurement process at any stage without assigning any reason whatsoever.
- (g) 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.
- (h) The Bidder is expected to examine all instructions, statements, terms and

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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 addendum is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in the Tender or any addenda.

- (i) The Bidder shall bear all cost in connection with bidding.
- (j) As per the clarifications issued by Ministry of Commerce & Industry vide their letter No 31/14/1000/2014-GA dated 17.09.2017 the quotations offered over and above the minimum wages of Central/ State Govt. (as applicable) pertaining to service charges/ administrative charges quoted by the bidder necessarily has to be over and Zero percent. Further zero percent includes all derivatives of zero up to 0.9999 and thereof. Any service charge not adhering to the above guidelines should be considered unresponsive and such bid should not be considered.

5. Clarification and Amendments:

- (a) If deemed necessary the Bank may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted. The bidder may be asked to give presentation for the purpose of clarification of the bid.
- (b) SBI reserves the right to amend, rescind or reissue the TENDER, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding document, by amendment, which will be made available to the Bidders by way of corrigenda/addenda. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the schedule of events /email and ensure that clarifications / amendments are issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder.

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6. 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 Bank may take. All the bids with accompanying documents will become property of SBI.

7. 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 Documents 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, erasers or overwriting shall be valid only if the person(s) signing the bid sign(s) them in full.
 - (iv) All pages of the Bid document shall be properly numbered and bound. If any page is missing, Bank would not be responsible for the same.
 - (v) 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.
8. The Bidders requiring any clarification on the bidding documents should submit written queries on or before the date prescribed in the NIT (Notice inviting tender).
9. At any time prior to the deadline for submission of bids, SBI may modify or alter the bidding document by issuing an amendment.
10. Any addendum / corrigendum as well as clarifications 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 tenderer in its tender submission.
11. Any clarification issued by SBI will be in the form of an addendum / corrigendum and will be available in SBI's **website** – <https://sbi.co.in> or <https://bank.sbi> under “**procurement news**”. The amendment will be binding on all bidders. SBI, at its discretion may extend the deadline for submission of bids, which shall be informed to all through SBI's website- <https://sbi.co.in> or <https://bank.sbi> (procurement news).
12. The Contractor shall ensure that they are fully conversant with the premises in question as well as with the business activities threat and its related manpower requirements for the work specified.

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13. The SBI shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the personnel with prior permission of the SBI, except under emergencies / unavoidable circumstances.
14. The Contractor shall exercise adequate supervision to ensure proper performance of Services in accordance with the requirements.
15. The Contractor shall issue identity cards/ identification documents to all its employees.
16. The personnel of the Contractor 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.
17. The Contractor 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.
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 Bank.
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 tenderer concerned with proper indication of the name designation and address of the person signing.
22. Tenderers 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 shall be quoted in Indian Currency Only.
24. In quoting rates, the tenderers 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 '**TWO YEAR**' from the date of commencement of work. During this period no request for enhancement / escalation in rates shall be considered under any circumstances.

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25. The rate quoted by the tenderer shall remain firm and shall cover and include cost of wages to the labourers, supervisors, contractors profit, transportation charges and all statutory levies, applicable taxes, EPF, ESI, and any other statutory component as **per the Central Government Minimum Wages Act** but excluding Goods & Service Tax (GST).
26. In no case, the rates quoted by the L-1 Bidder for a particular month after deduction of TDS shall not be less than sum of minimum wages payable to the workers as per Central provisions, for that particular month. The bidder not adhering to the conditions while quoting the rates, the tender shall be summarily rejected without assigning any reasons and no correspondence in this regard shall be entertained.
27. **In case of any tie among the tenderers on L-1 amount, SBI reserves the right to evaluate and select the L-1 Bidder on the basis of following in order:-**
- (i) **Obtaining revised offers on the basis of discount offered in percentage terms in overall quoted value in sealed envelope, which shall be opened in the presence of tenderers.**
 - (ii) **Even if there is a tie as mentioned above in (i), bidders shall be finalized on basis of withdrawal of slip based on lottery system.**
 - (iii) **Decision of SBI in this regard shall be final and binding.**
28. The tenderers are advised to inspect the site and acquaint themselves with the actual working and prevailing site conditions before quoting the rates.
29. Please note that it is tenderers' 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 Bank.
30. The Bank 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.
31. No employee of SBI shall be engaged by the contractor during the course of carrying out the works.
32. The tenderer shall deposit a sum of **Rs. 50,000/- (Rupees Fifty thousands Only)** as Earnest Money Deposit. This EMD (Earnest Money Deposit) shall be in the form of demand draft from any nationalized bank or from a scheduled bank drawn in favour of Assistant General Manager, SBI LCPC, Jabalpur.
33. No interest shall be paid on the EMD. The tenders received without EMD and Cost of Tender Document shall be summarily rejected.

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34. If any tenderer 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.
35. The contractor has to maintain an attendance register of the persons employed and the same will be inspected daily by the Bank's Officer-in-charge.
36. If any of the labour employed by the contractor is found to be under performing or found under the influence of alcohol or any abusive substance / reported while on duty or found to be in indecent behaviour such person/persons shall not be allowed to work at site anymore and the SBI/Bank reserves the rights to ask contractors for immediately removal such person(s) with suitable substitute immediately.
37. The contractor has to submit the Police verification details and KYE of all the people deployed by him at site before commencement of work. In case of any replacement in between, submission of police verification documents of such replaced staff is to be made available immediately.
38. 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.
39. The vendor employees will be under CCTV surveillance and may be checked and frisked at the entrance and prohibited from carrying any data coping implement including mobile phone on him while he is at work and this will be suitably intimated to the employee by the vendor.
40. Tender shall be quoted on the prescribed format only. The tenders quoted in any other format shall be summarily rejected and EMD of such tenderer shall be forfeited.
41. All the parts of this tender documents i.e. Tender Notice, General rules and Instructions to tenderers, offer letter, General conditions of contract, Annexures etc. shall constitute part of the contract document.
42. The contractor 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 contractor.

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43. The contractor shall take, at his own cost the necessary license from statutory authorities in respect of this work. i.e., the contractor must be having valid Registration Certificate from statutory body stating that he/she is authorized to deploy such services. 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 contractor. If the contractor is not having valid license as aforesaid then he shall not be considered as fit to participate in the tender process and his candidature in the tendering process is liable to be dismissed.
44. 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 contractor.
45. STATUTORY DEDUCTIONS towards INCOME TAX, Work Contract Tax, Professional Tax and any other statutory deductions as per the law prevalent will be made as per Rules.
46. The contractor 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 Bank 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.
47. The contractor shall be bound to submit original challans and other documents with regard to payment of ESIC/EPF/any other statutory dues /compliances/pay slip along with monthly bill to the SBI, failing which bill will not be entertained.
48. In case it is found that the contractor has not complied with the EPF/ESIC/any other statutory rules and the notice is served to the Bank by such statutory authority to withhold the payment to the contractor then the Bank shall be liberty to not only withhold the payment or make the payment directly to such statutory authority but also to terminate the contract for non-compliance of its statutory obligations and further may blacklist the contractor.
49. The Vendor is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
50. **TECHNICAL BID**
 - (I) The Bidders are advised to upload the scan copy of technical bid duly sealed and signed at e-tendering website along with documentary proof of EMD on or before the last date and time of online submission of tender document.

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(II) Contractors not submitting any one or more documents mentioned above and elsewhere in this document shall not be eligible to participate in the online price bidding.

51. No Union formation is allowed.

52. The Contractor's supervisor shall be first line of contact for SBI, who shall report to the designated officers of SBI for all requirements.

53. The quantity for manpower mentioned in this tender is minimum indicative. It shall, however, be sole responsibility of the contractor to ensure deployment of additional manpower required, if any, for execution of work and services to the utmost satisfaction of client/employer/owner i.e. SBI without any extra charge but within the accepted tender amount only.

54. 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 contractor shall make arrangements for the same and cost thereof shall be paid by the Bank on the basis of terms of original agreement entered into.

PRE QUALIFICATION TABLE

The Bank shall constitute an Evaluation Committee (EC), which shall carry out the entire evaluation process. The Commercial proposal evaluation process would focus on the ability of Service Provider to satisfy requirements of the assignment, quality assurance procedures and experience of safekeeping of records. Proposals will be evaluated based on the following criteria. The bidder will have to provide necessary **documentary evidence** for below criteria along with Bid document failing which bidder will be awarded Nil mark for criteria where no documentary evidence provided with bid document.

Sr. No	Evaluation Criteria	Points	Marking System												
1	Financial Capabilities	15	<p>Average annual financial turnover in the last three financial years i.e. 2019-20 to 2021-22</p> <table border="1"> <thead> <tr> <th>3 Years average turn over (Rs.in lakhs)</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>80.00 Lakhs and above</td> <td>15</td> </tr> <tr> <td>40 lakhs to less than 80 lakhs</td> <td>10</td> </tr> <tr> <td>20 lakhs to less than 40 lakhs</td> <td>5</td> </tr> <tr> <td>Less than 20.00 lakhs</td> <td>0</td> </tr> </tbody> </table>	3 Years average turn over (Rs.in lakhs)	Points	80.00 Lakhs and above	15	40 lakhs to less than 80 lakhs	10	20 lakhs to less than 40 lakhs	5	Less than 20.00 lakhs	0		
3 Years average turn over (Rs.in lakhs)	Points														
80.00 Lakhs and above	15														
40 lakhs to less than 80 lakhs	10														
20 lakhs to less than 40 lakhs	5														
Less than 20.00 lakhs	0														
2.	Financial Capabilities	15	<p>The Profit making in the last three financial years (2019-2020, 2020-2021, 2021-2022) (Maximum points – 10)</p> <table border="1"> <thead> <tr> <th>Profitability</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>Making profit in all three FYs mentioned above.</td> <td>15</td> </tr> <tr> <td>Making profit in any two FYs mentioned above.</td> <td>10</td> </tr> <tr> <td>Making profit in less than 2 FYs mentioned above.</td> <td>5</td> </tr> <tr> <td>No profit in any FYs</td> <td>0</td> </tr> </tbody> </table>	Profitability	Points	Making profit in all three FYs mentioned above.	15	Making profit in any two FYs mentioned above.	10	Making profit in less than 2 FYs mentioned above.	5	No profit in any FYs	0		
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3.	Less than 20.00 lakh	3													

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4	Previous experience of providing manpower services to Financial Institutions/ Banks.	20	<ul style="list-style-type: none"> • Experience more than 10 years: 20 points • Experience more than 5 years less than 10 years: 15 points • Experience less than 5years :10 points
	TOTAL	60	

Committee Visit: After opening of Technical Bid all committee members or some of the committee members may visit the Vendor' HQ / Office to access the availability of resources and verify the office record for the correctness.

EVALUATION CRITERIA

Only the Service Providers who score more than **40 (Forty)** marks in Evaluation process will qualify for Technical Evaluation process. Once the evaluation of proposals is completed, the Service Providers who score more than the prescribed cut-off score will only be short listed. In case, only two / one / none of the participating Service Providers qualify on technical criteria and reach or exceed the cut-off score of 40 , then the Bank, at its sole discretion, may qualify three / five Service Providers on the basis of the top 3 / 5 scores in evaluation . Bidders selected by Bank on the basis of evaluation would be eligible to submit price bid. The Service Provider whose bid has been determined as the lowest final commercial quote (i.e. L1) shall be awarded the project.

Bank reserves the right to cancel the contract and impose penalty as deemed fit if self-certification wherever enclosed found to be misleading and wrong.

SAMPLE BUSINESS RULE DOCUMENT

ONLINE E-TENDERING FOR AVAILING SERVICES OF VENDOR FOR ARRANGEMENT AND MOVEMENT OF DOCUMENTS (AOFS) WITHIN THE LCPC PREMISES AND TO STORAGE SITE LOCATED AT DADDA NAGAR JABALPUR AND FILLING GMBs

(A) Business rules for E-tendering:

- i. Only contractors who fulfilled the pre-qualification criteria shall be eligible to participate.
- ii. SBI will engage the services of an e-tendering service provider who will provide necessary assistance, if required by the Bidder, before commencement of online bidding on Internet.
- iii. In case, there is any change in E-tendering service provider, the SBI will inform the qualified bidders suitably at appropriate time.
- iv. Business rules like event date, closing and opening time etc. will be communicated through service provider for compliance.
- v. Contractors have to send by email, the compliance form in the prescribed format (provided by service provider), before start of E-tendering without which, bidders will not be eligible to participate the bidding process.
- vi. E-tendering will be conducted on schedule date & time.
- vii. **The E-tendering will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.**

(B) Terms & conditions of E-tendering:

SBI shall finalize the Tender through e-tendering mode for which **M/s. Antares System Limited; Bangalore** has been engaged by SBI an authorized service provider. Please go through the guidelines given below and submit your acceptance to the same along with your Technical Bid.

- i. E-tendering shall be conducted by SBI through **M/s. Antares System Limited, Bangalore**, on pre-specified date. While the Contractors shall be quoting from their own offices / place of their choice, Internet connectivity and other paraphernalia requirements shall have to be ensured by Contractors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders' responsibility.
- ii. **In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives such as back-up power supply etc. whatever required so that they are able to circumvent such situation and still be**

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able to participate in the E-tendering successfully.

- iii. Failure of power at the premises of Contractors during the E-tendering cannot be the cause for not participating in the E-tendering. On account of this, the time for the E-tendering will not be extended and SBI shall not be responsible for such eventualities.
- iv. **M/s. Antares System Limited, Bangalore** shall arrange to train your nominated person(s), without any cost to you. They shall also explain you all the Rules related to the E-tendering. You are required to give your compliance on it before start of bid process.
- v. **BIDDING CURRENCY AND UNIT OF MEASUREMENT:** Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online E-tendering.
- vi. **BID PRICE:** The Bidder has to quote the rate as per the Tender Document provided by SBI or their appointed service provider (for E-tendering).
- vii. **VALIDITY OF BIDS:** The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.
- viii. Procedure of E-tendering:

Online E-tendering:

- (a) The Technical as well as Price Bids will be available on the Bank's website during the period specified in the NIT (Notice Inviting Tender).
- (b) Online E-tendering for Price Bid submission through SBI's approved Service Provider shall be open to the bidders qualified by the SBI as per Technical Bid Evaluation and Eligibility criteria mentioned herein above.
- (c) The Price-Bid shall be made available online by the Service Provider wherein the contractors will be required to fill-in their rates for manpower supply viz min wages, ESIC, PF, service Charges and all statutory requirements etc .
- (d) The Contractors are advised not to wait till the last minute to submit their online quote in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
- (e) It is mandatory to all the bidders participating in the **Price Bid** to quote their rates for desired services.
- (f) In case, contractor fails to quote their rates for any one or more tender items, their tender shall be treated as **"Incomplete Tender"** and shall be liable for rejection.
- (g) **Login Name & Password:** Each Bidder is assigned a Unique User Name & Password by **M/s. Antares System Limited, Bangalore**. The Bidders are

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requested to change the Password after the receipt of initial Password from **M/s. Antares System Limited, Bangalore**. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.

- (h) **Bids Placed By Bidder:** Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the L-1 Bidder backs out or fail to complete the work as per the rates quoted, SBI shall at liberty to take action as deemed necessary including de-paneling such contractor and forfeiting their EMD.
- (i) At the end of the E-tendering, SBI will decide upon the winner. SBI decision on award of Contract shall be final and binding on all the Bidders.
- (j) SBI shall be at liberty to cancel the E-tendering process / tender at any time, before ordering, without assigning any reason.
- (k) SBI shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
- (l) Other terms and conditions shall be as per the techno-commercial offers and other correspondences till date.

OTHER TERMS & CONDITIONS:

- i. The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
- ii. The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.
- iii. SBI decision on award of Contract shall be final and binding on all the Bidders.
- iv. SBI reserve their rights to extend, reschedule or cancel any E-tendering within its sole discretion.
- v. SBI or its authorized service provider **M/s. Antares System Limited, Bangalore** shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- vi. SBI or its authorized service provider **M/s. Antares System Limited, Bangalore** is not responsible for any damages, including damages that result from, but are not limited to negligence.
- vii. SBI or its authorized service **M/s. Antares System Limited, Bangalore** will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

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Note:

All the Bidders are required to submit the following Process Compliance Statement duly signed to **M/s. Antares System Limited, Bangalore.**

All the bidders are requested to ensure that they have a valid Digital Signature certificate well in advance to participate in the online event.

PROCESS COMPLIANCE STATEMENT (ANNEXURE II)

(The bidders are required to print this on their company's letterhead and sign, stamp before emailing)

To,

M/s. Antares System Limited, Bangalore

Registered Office at: - #24, Sudha Complex, 3rd Stage,

4th Block, Bangalore – 560079.

Ph: - 080-49352000 / 40482000

Fax: - 080-49352034

Help Desk: Contact Person: Mr. Pushpraj /Mr. TousikGhosh / Mr. Kushal Bose Mobile no. 7503347659/ 09674758724/ 07686913157(On working days-9 hours–18 hours)
E-mail: tousik.g@antaressystems.com / kushal.b@antaressystems.com

AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS OF THE ONLINE E-TENDERING FOR CONTRACT FOR PROVIDING SERVICES OF VENDOR OF 18 UNSKILLED WORKERS AND 1 SEMI-SKILLED SUPERVISOR FOR MOVEMENT OF DOCUMENTS (AOFs) WITHIN THE LCPC PREMISES AND TO STORAGE SITE LOCATED AT DADDA NAGAR JABALPUR AND FILLING GMBS

Dear Sir,

This has reference to the Terms & Conditions for the E-tendering mentioned in the Tender document.

This letter is to confirm that:

1. The undersigned is authorized representative of the company.
2. We have studied the Commercial Terms and the Business rules governing the E-Tendering as mentioned in TENDER of SBI as well as this document and confirm our agreement to them.
3. We also confirm that we have taken the training on the E-tendering tool and have understood the functionality of the same thoroughly.
4. We confirm that SBI and **M/s Antares Systems Limited**, shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the E-tendering platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the E-tendering event.
5. We confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.

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6. We, hereby confirm that we will honor the Bids placed by us during the E-tendering process.

With regards,

Date:

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Scan it and send to this Document on -----

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GENERAL CONDITIONS OF THE CONTRACT

1. 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 on behalf of SBI and the contractor, together with the documents referred to therein including these conditions and other instructions issued by the Employer from time to time and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

'Employer / Bank' means SBI and State Bank of India having one of its office at LCPC, Jabalpur respectively.

'Competent Authority' means authority nominated to exercise power of approval, sanction and acceptance concerning administrative, financial and technical aspects of transactions done on behalf of the Bank, not below the rank of the Assistant General Manager.

'The Contractor or Contractors' means the company, firms partnership or proprietorship, LLP or any legal person engaged by the SBI to carry out the work. It shall also include their legal representative(s), successors or assignees.

'Site' means SBI LCPC and storage site of SBI LCPC located at Dadda Nagar, Jabalpur where the works has 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.

'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 to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

'Month' means calendar month.

'Week' means seven consecutive days.

'Day' means a calendar day beginning and ending at 00 hours and 24 hours respectively.

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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. LANGUAGES:

The language in which the contract documents shall be drawn i.e. the governing language will be English.

3. INSPECTION OF SITE:

The tenderers are advised to inspect the site before quoting their rates. It is expected that the tenderers will provide high quality services without damaging the existing finishes provided in the various areas of the premises/site.

4. CONTRACTOR TO INFORM HIMSELF FULLY:

The service contractor shall be deemed to have carefully examined the work, site conditions including labour availability, various conditions, job requirements and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carry out their own investigations to arrive at the rate(s) to be quoted in the tender. In this regard, they will be given necessary information available with the Employer. If the contractor shall have any doubt as to meaning of any portion of the conditions, or the scope of work or any other matter concerning the contract, he shall in good time, before submitting his tender, ascertain the particulars thereof by contacting the concerned officials before tendering. Once the tender is submitted, the matter will be decided according to contract conditions. For clarifications / Doubts, the contractors shall contact the SBI's Engineer posted at Jabalpur.

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 & equipment's which may be required for carrying out the work satisfactorily.

6. SUFFICIENCY OF TENDER:

The Contractor shall have deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rate(s) and price(s) quoted in the NIT, 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 tenderer whose tender has been determined to be substantially responsive and has been determined as successful evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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- 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. 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 therefore and the contractor shall have no right to make any representation for the same.
- vi. The premises of the Bank on which the work shall be performed as per the terms of the contract will not create or deem to create any right to the contractor in the premises given to him for operating the aforesaid work either as a tenant, lessee or licensee or otherwise and the contractor hereby agrees that he will not claim any right as a tenant, lessee or licensee of the premises in which the contractor is operating. Further, the contractor agrees that he will immediately vacate the premises along with his employees on termination of the contract as mentioned hereafter.

8. SIGNING OF CONTRACT DOCUMENTS:

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract with the respective establishments 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 Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.

9. WORK ORDER:

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

10. CONTRACT DOCUMENTS:

On receipt of work order from the Employer, the successful tenderer shall be bound to implement the contract and within 15 days thereof, he shall sign an agreement on a non-judicial stamp paper of appropriate value. The contractor shall be furnished, one certified

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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 tenderer shall furnish EMD of Rs. 50,000/- (Rupees Fifty Thousand Only) in the form of Demand Draft / Banker's Cheque / Pay Order drawn in favour of Assistant General Manager, LCPC, SBI payable at Jabalpur. 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 tenderer shall be returned within 30 days without interest after the decision to award the work is taken.

All compensation or other sums of money payable by the contractor to the Employer under the terms of this contract may be deducted from the Earnest Money Deposit if the amount so permits or from any sums payable to the contractor and the contractor within ten days after such deductions shall make good the amount so deducted.

12. FORFEITURE OF EMD:

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

- a. Security Deposit is not submitted within the stipulated time i.e. 10 days.
- b. Agreement is not entered within stipulated time i.e. 15 days ,
If the tenderer revokes his tender during the period he is required to keep his tender open for acceptance by the Employer or
- c. The tender is accepted by the Employer but the contractor fails to enter into a formal agreement or
- d. Fails to commence the work within the stipulated time.
- e. 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 of Rs. 100000/- (Rupees One Lakh Only) in the form of Bank Guarantee issued by any Nationalized Bank (Other than SBI) in favour of "The Assistant General Manager LCPC, State Bank of India, LCPC Jabalpur" A/c M/s.....(Name of the Contractor firm)" payable at Jabalpur within 10 days from the date of acceptance of the tender for due performance of the Contract.
- (II) The contractor must 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

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period of 2 (Two) 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 bi-annual basis subject to renewal of the contract by the SBI.

14. The contractor's authorized 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 contractor or for any loss or damage caused or occasioned by himself, his agents or workmen in respect of the property of SBI, the contractor 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 / SBI and the contractor each day on completion of work.

16. Without prejudice to any rights or remedies under this agreement if the contractor 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 contractor.

17. INSURANCE OF WORKS:

(a) Before taking up the work, the Contractor shall, obtain and submit to the Employer (Bank/SBI), a third-party insurance policy in original, issued by any Public-Sector Insurance Company.

(b) The Policy should be issued in the joint names of Employer and contractor with Employer's name appearing first. All 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.

(c) The contractor shall, from time to time, provide documentary evidence as regards payments of premium for all insurance Policies for keeping them valid till the completion of the work.

(d) Without prejudice to any of its obligations and responsibilities specified above, the Contractor shall, within 15 days from the date of work order, submit documentary evidence as required by the Employer in support of having obtain requisite insurance cover.

(e) No work shall be taken up by the Contractor at site unless the Insurance Policies as mentioned above are obtained.

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(f) Also, no payment shall be made to the Contractor on expiry of insurance policies unless renewed by them and renewed policy is submitted with the SBI. Nothing extra shall be payable on this account.

18. ASSIGNMENT, SUBLETTING AND CONTRACTOR'S SUPERINTENDENCE:

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

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

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

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

20. WAGES TO BE PAID:

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

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

All payments by the Bank under this contract will be made only at LCPC Jabalpur in Indian Rupees and shall be within 2 to 3 weeks from the submission of bills including period of checking subject to bills being complete in all respects as mentioned in the tender and, in the format, to be mutually agreed.

All taxes prevailing during the currency of contract shall be payable by the Service Contractor within the accepted tender amount only and the Bank will not entertain any claim whatsoever in this respect except GST.

That the terms of this contract have been read by the Service Contractor and fully understood by him/ them. The Service Contractor shall not be entitled for the payments for the quantities beyond the tendered quantities unless ordered for, by specific instructions with prior approval from the Bank.

The rate quoted shall be inclusive of bonus, house rent allowance, Employees provident fund, overtime, conveyance, food expenses etc. and the Employer 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 employees and the break-up of same should be submitted by the Contractor in their price bid:

Basic Pay:

- D.A.
- EPF
- ESIC
- Bonus
- Any other statutory 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.

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

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21. 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 Bank's 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 Employer, every month.

22. Whenever under the contract any sum of money shall be recovered from, or payable by the contractor, the same shall be paid by the contractor on demand. The SBI may also deduct such amounts from any dues of the contractor, or from any sum which at any time there after becomes due to the contractor under his contract or under any other contract or from his security deposit, in respect of this work or in respect of any otherworks.

23. 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 contractor to engage adequate number of workers, in that event, contractor has to reimburse to SBI, the extra cost involved on this account.

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24. WORK ON SUNDAY AND HOLIDAYS:

The contractor has to arrange for engaging his workers on Sunday and holidays if any work is required to do so. No Extra payment on this account will be made by the Employer. However, there will be one weekly holiday for each employee on rotation basis.

25. ADDITIONAL WORKS:

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

26. COMPLIANCE WITH ALL STATUTORY REQUIREMENTS:

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

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

If the contractor performs any act which is against the law, rules and regulations, he shall meet all the costs and consequences arising there from and shall indemnify the Employer against any legal actions arising there from.

27. OTHER COMPLIANCES:

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

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

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- The Contractor should ensure compliance of COVID-19 guidelines & Standard operation procedures (SOP) from time to time issued by the Government of India/Regulatory Authority/Bank etc.

28. LOCAL LAWS, ACTS, REGULATIONS:

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

- Minimum Wages Act, 1948
- Payment of Wages Act 1936
- Workmen's Compensation Act 1923 (Amended), as applicable
- Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971
- Apprentice 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
- Factories Act,
- Employment of Children Act 1938,
- Employers Liability Act 1938,
- Industrial Disputes Act 1947
- The Code of Wages Act 2019
- The Industrial Relations Code 2020
- The Code on Social Security 2020
- The Occupational Safety, Health and Working Conditions Code, 2020
- Any other Acts Central or States, that may be applicable or by law or enactment relating thereto and rules framed there under from time to time.

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

Any cost incurred by SBI / 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 contractor or his workmen and any money which may become payable to State Bank

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

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

29. CONTRACT PERIOD:

- The work shall be awarded for an **initial period of Two years** 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 Bank / SBI, on the same terms and conditions subject to satisfactory performance of the Contractor.
- The extension of contract is to the entire discretion of the Bank and cannot be claimed as right of the Contractor.
- If the contractor fails to perform any of its duties under this agreement and if the Employer is dissatisfied with the services of the contractor during the contract period or extended period of service, the Employer may terminate the services of the contractor, by issuing one month's notice in writing to winding up.

30. DISMISSAL OF WORKMEN:

The contractor shall on the request of the Employer immediately dismiss from works any person employed thereon by him, who may in the opinion of the Employer 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 Employer or any of their officer or employee. The contractor shall take necessary steps as per law in such situations.

31. TECHNICAL AUDIT / SCRUTINY:

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

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32. INSPECTION BY EMPLOYER:

- General
- The Employer shall have the right to inspect at all times any staging or equipment used or to be used in the performance of the WORKS. The contractor shall make all parts of the WORK accessible for these inspections.
- The contractor 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 contractor due to their negligence will have to be set right by the contractor 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 Contractor's cost, risk and consequences.
- Handling of AOFs with utmost care while movement and boxing/ de-boxing them so that no damages occur to the forms.

33 . Performance Review Meeting

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

34. FORCE MAJEURE:

“Force Majeure” shall mean any event beyond the control of SBI or of the Contractor, 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;

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- 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.

35. ACCIDENTS:

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

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

36. LIABILITY OF DAMAGES

The Bank shall not be responsible or held liable for any damage to person or property consequent upon the use, misuse or failure of any tools and equipment used by the contractor, even though the same has been rented or loaned to the contractor. The acceptance and / or use of any such tools and equipment by contractor shall be construed to mean that the contractor accepts all responsibility for and agrees to indemnify from said use, misuse or failure of such tools and equipment.

37. LABOUR:

- i. The Contractor shall employ suitable labour to carry out the respective work to the satisfaction of the Bank.

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- ii. The contractor 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 Contractor 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 contractor 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 contractor shall furnish necessary returns to the authority through Bank.
- v. The minimum age of the labour employed shall not be below 18 years and maximum age is 50 years in case of workmen and 55 years in case of supervisor.
- vi. The contractor 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 contractor shall obtain necessary declaration forms from his employees and obtain individual insurance and PF number and shall furnish to the Bank every month, necessary proofs for having made remittance of ESI and PF contributions in respect of all contract labourers engaged by him.
- viii. As regards Employees State Insurance Act, the contractor 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 State Bank of India by him for this work for the relevant period before any payment is released by State Bank of India.
- 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.

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- x. He shall also furnish such returns as are due under the Act to be sent to the appropriate authorities through State Bank of India.
- xi. The contractor 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 contractor shall be fully responsible for the consequences arising out of default and Bank may treat it as breach of Contract and reserves the right to terminate the Contract.
- xiii. The contractor 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 contractor shall disburse the wages through credit to their accounts and account statement should be enclosed along with the monthly bill.
- xv. The staff/workers employed by the contractor 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 bank shall have the right for asking replacement of such workers employed by the contractor.

38. **TERMINATION:**

- (a) SBI shall be at liberty to terminate the contract by issuing one month's notice to the contractor without assigning any reason whatsoever. Bank shall not pay any claim /compensation by Contractor for such termination of Contract.
- (b) Without prejudice to what is contained hereinabove, the SBI shall, at its sole and absolute discretion, be entitled to terminate this agreement by giving one month written notice without assigning any reason(s) and without payment of any compensation, if:
 - I. In the opinion of the SBI (which shall not be called in question by the contractor and shall be binding on the contractor), the contractor fails or refuses to implement this agreement to the Bank's satisfaction. And/ or
 - II. The contractor commits a breach of any terms and conditions of this agreement. And /or
 - III. or any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement. And/or
 - IV. There is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of the bank to such variation. And/ or
 - V. If any receiver/ liquidator is appointed in connection with the business of contractor or contractor transfers substantial assets in favour of its creditors or

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- any orders/directions are issued by any authority/regulator which has the effect of suspension of the business of the contractor. And/ or
- VI. If Contractor applies to the court or passes a resolution of the voluntary winding up of or any other creditor/ person files a petition for winding up or dissolution of contractor. And/ or
 - VII. If any acts of commission or omission on the part of the contractor or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the bank tantamount to fraud or prejudicial to the interest of the society or its employee(s). And/ or
 - VIII. Any document, information, data or statement submitted by the contractor in response to tender, based on which the service provider was considered eligible or successful, is found to be false, incorrect or misleading. And/ or
 - IX. The Bank may, at any time, terminate the contract by giving written notice to the selected contractor, if the selected agency becomes bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the selected agency, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank. And/ or
 - X. The Contractor is involved in wrongful billing. In addition hereto wrongful billing shall also result in the contractor being debarred from participating in any other tender of the Bank. And/ or
 - XI. For any reason whatsoever, the Contractor becomes disentitled in law to perform his obligations under this agreement. And/ or
 - XII. If any charge sheet is filed against the agency/company or the contractor is convicted by a criminal court on the grounds of moral turpitude.
 - XIII. If the contract is terminated under any termination clause, the Contractor shall handover all documents/executable/Bank's data or any other relevant information to the bank in timely manner and in proper format as per scope of the Tender and shall also support the orderly transition to another vendor or to the Bank. And/ or
 - XIV. The Bank's right to terminate the services will be in addition to the penalties/liquidated damages and other actions as deemed fit.

(c) In the event of termination of this agreement for any reason whatsoever, the contractor/ or persons employed by him or his/ her agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise and the Bank shall be at liberty to rearrange the work through other agencies at Contractor's risk, cost and consequences and under such circumstances, the security deposit paid by the contractor shall stand forfeited, besides any other action deemed fit including de-paneling the contractor or debarring them in future tendering process.

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- (d) As regards unsatisfactory performance or non-compliance with any of the terms and conditions of the contract by the contractor or abandoning the work, the SBI/State Bank of India shall have the right to terminate the contract forthwith with one month's notice and rearrange the work through other agencies at Contractor's risk, cost and consequences and under such circumstances, the security deposit paid by the contractor shall stand forfeited, besides any other action deemed fit including de-paneling the contractor or debaring them in future tendering process.

39. INDEMNITY BOND:

- Contractor shall sign an Indemnity Bond in an approved format as per attached Annexure 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 contractor shall be solely responsible.
- In case of any damage to property by the contractor, SBI shall have the right to recover the cost of such damages from payments due to the contractor and decision of the SBI shall be binding on the Contractor.
- In the event of any damage to the loose furniture, interiors, computers and such other equipment or to the existing building structure etc., during carrying out the contract works, the cost of repairing the same including the cost of replacement if any will be recovered from the contractor.

40. 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 Jabalpur 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.

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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 Jabalpur only and not elsewhere.
- **Saving clause:** No suits, prosecution or any legal proceedings shall lie against the **State Bank of India, Jabalpur** or any person for anything that is done in good faith or intended to be done in pursuance of tender.

41. **FORECLOSURE OF CONTRACT IN FULL OR IN PART:**

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

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

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

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

The contractor 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 Employer will be incorporated and executed at no extra costs to the Employer.

43. **PRICES:**

The amount quoted and accepted will be binding on the tenderer.

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

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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 tenderer 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.

44. INSOLVENCY:

The competent authority of the Office of the SBI, Assistant General Manager, LCPC Jabalpur may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:

- i) If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or
- ii) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or manager.
- iii) If the contractor commits any breach of this contract not herein specifically provided for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the SBI and provided also that the contractor shall be liable to pay the SBI for any extra expenditure, it is thereby put to but shall not be entitled to any gain on repurchased.

45. 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 tenderer or any other persons, not officially concerned with such process, until the notification of contract award is made.

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- Any effort by the tenderer to influence the SBI in the SBI's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Tenderer's bid.
- Bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, purchase order to be issued, data papers and statements and trade secret of the Bank relating to its business practices and their competitive position in the market place provided to the selected Bidder by the Bank in connection with the performance of obligations of Bidder under the purchase order to be issued, in part or complete shall be considered to be confidential and proprietary information ("Confidential Information") and shall not be disclosed to any third party/published without the written approval of the Bank.
- The Confidential Information will be safeguarded and Bidder will take all the necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. In the event of a breach or threatened breach by Bidder of this section, monetary damages may not be an adequate remedy; therefore, Bank shall be entitled to injunctive relief to restrain Bidder from any such breach, threatened or actual.
- Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Vendor's performance under the Contract, if so required by the Bank.
- The confidential information may be disclosed to /shared with the employee of the service provider strictly on need to know basis. The service provider however shall ensure that the confidential information of the Bank is duly protected during the service and also after resignation / termination of such employee.

46. CORRUPT OR FRAUDULENT PRACTICES:

- i. The SBI as well as Tenderer shall observe the highest standard of ethics during the procurement and execution of such contracts. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding process.

- **“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 Tenderer (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 tenderers, 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.
- **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a Conflict of Interest; and
- **Restrictive practice:** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
- The SBI will reject a tender for award if it determines that the tenderer 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.

47. PENALTIES /LIQUIDATED DAMAGES:

- The Contractor 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 contractor

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into the account of the respective employees whose salary has been delayed, apart from his regular remuneration which the contractor is payable to him. Proof of the same shall be submitted to the 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 Contractor.

- The Contractor 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 Contractor failing to provide requisitioned number of manpower, the SBI shall make deductions at double the rate of hiring rate on pro-rata basis from the bills preferred by the Contractor or that may become due to the Contractor under this or any other contract or from the security deposit or may be demanded from the Contractor to be paid within seven days to the credit of the SBI.
- If the Contractor fails to perform as per the satisfaction of the SBI within 30 days, liquidated damages clause as incorporated in the tender document of the Contractor by SBI will be invoked.

48. **PRICE VARIATION CLAUSE:**

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

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

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49. VALIDITY OF CONTRACT:

The contract, if awarded shall be valid for an initial period of 2 (Two) year from the date of commencement of work subject to the renewal for two similar terms after expiry of initial period of two-year subject to satisfactory performance. In case of breach of contract or in the event of not fulfilling the minimum requirements/statuary 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 contractor and initiating necessary action as deemed fit including de-paneling the firm etc. solely at the discretion of the SBI.

50. ASSIGNMENT AND SUBLETTING:

The Contractor 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 Bank may at its discretion but without prejudice to its other rights and remedies terminate this contract.

51. SEXUAL HARASSMENT:

The Contractor 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”

- i. In case of any complaint of sexual harassment against its employee/s, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor and the contractor shall ensure appropriate action under the said Act in respect to the complaint.
- ii. Any complaint of sexual harassment from any aggrieved employee of the State Bank of India (SBI) against any employee/s of the contractor shall be taken cognizance of by the State Bank of India (SBI).
- iii. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank’s employee, if sexual harassment/violence by the employee of the contractor is proved.
- iv. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

52. NON-DISCLOSURE:

The Contractor shall not disclose directly or indirectly any information, and details of the State Bank of India’s infrastructure / systems/ equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details

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

53. Tax deduction at Source:

- a) Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.
- b) The Vendor's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Vendor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

DRAFT ARTICLES OF AGREEMENT

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

This AGREEMENT is made at Jabalpur on this _____ day of _____ between

State Bank of India, a body corporate constituted under State Bank of India Act 1955, having its Corporate Centre at Madame Cama Road, Nariman Point, Mumbai- 400021 and having one of its Local Head Offices amongst other places at Hoshangabad Road, Bhopal (hereinafter referred to as the "SBI"), through Liability Care Processing Centre (LCPC) at 2nd Floor, AO Building, SBI Chowk, Vijaynagar, Jabalpur which expression shall unless repugnant to the context, mean and include its successors and permitted assigns of the FIRST PART (hereinafter called "the Employer")

And

M/s _____ (proprietorship/partnership firm/Company/LLP), incorporated under the provisions of the Companies Act and having its registered office at

_____ (hereinafter called "the Contractor") represented by Shri who is authorized to enter this agreement through the _____ (board resolution number and date in case of a company) which expression unless repugnant to the context shall mean and include its successors, executor and permitted assigns of the SECOND PART (hereinafter referred to as the "Contractor").

AND WHEREAS the Employer has intention of engaging a contractor to provide Services _____ at

.....
situated at

AND WHEREAS the Employer had called for Tenders from eligible contractors to provide services of the **vendor for arrangement and movement** of documents (AOFs) within the LCPC Premises and to storage site located at ODAC Jabalpur and filling GMBs at **LCPC Premises, Storage Site at Dadda Nagar, Jabalpur** as indicated in the scope of work and other documents attached to the Tender.

AND WHEREAS the Contractor and others submitted the Tenders and the Employer has awarded the contract relating to provide services of vendors for providing 18 unskilled workers and 1 semi-skilled supervisor for movement of documents (AOFs) within the

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LCPC Premises and to storage site located at ODAC Jabalpur and filling GMBs at **LCPC Premises, Storage Site** at **Jabalpur**, as stated in the scope of work attached to the Tender Document to the Contractor.

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 Contractor.

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 Contractor shall upon and subject to the said Conditions execute and complete the work shown upon and described in the said Specifications.
- c) The Employer shall pay to the Contractor 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. Such sums / dues shall be payable on monthly basis subject to submission of bill / invoice. 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.
- d) The contractor 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 CONTRACTOR:

The contractor shall:

- i. Ensure submission of police verification certificates for all the personnel deployed in the Bank's premises.
- ii. Ensure that he deploys trained and competent persons who are physically fit (i.e. between age 18 year to 50 years for workmen and up to age of 55 year for supervisor) 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 / employer under the agreement.
- iv. The Contractor shall ensure timely payment of wages/salary to the persons employed by him directly in their Bank accounts or through account payee,

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cheques and a certificate to the effect that the salaries/wages are being paid regularly shall be furnished to the Employer every month. Further, the Contractor 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 Bank under this agreement, are insured with Government of India recognized insurance companies, for which no extra payment will be made by the Bank. The contractor shall be solely responsible for any injury or damages to any persons deployed for the services.
- vi. Ensure that his employees, while in the premises of the Bank 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 Bank or its authorized agents and the Bank/ employer shall be the sole judge as to whether or not the contractor and/ or his employees have observed the same.
- 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 contractor will enter or remain on the Bank's premises beyond the specified time limits unless and absolutely necessary for fulfilling contractor's obligations.
- ix. Be liable for any damages/losses caused to the Bank by way of damages to the Bank's premises or any part thereof or to any fixtures or fittings thereof or any property of the Bank and therein by any act, omission, default or negligence of the contractor or his employees or agents.
- x. Provide identity cards to his / her employees or agents who shall be doing the subject job at the Bank's premises at their own cost. All the employees and agents should wear the identity card at all times, while they are working in the Bank's premises.
- xi. The Contractor 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 Contractor and that they shall have no claim against the Employer and the Employer 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 Contractor shall be solely responsible for providing all such amenities to their employees admissible under the relevant Law/Rules/Service conditions.
- xii. The Contractor shall obtain license, if any, required under the Madhya Pradesh State Government Law or Central Government Law as applicable in case of the services covered under this contract.

C.TERMINATION OF AGREEMENT:

- (a) SBI shall be at liberty to terminate the contract by issuing one month's notice to the contractor without assigning any reason whatsoever. Bank shall not pay any claim /compensation by Contractor for such termination of Contract.
- (b) Without prejudice to what is contained hereinabove, the SBI shall, at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice without assigning any reason(s) and without payment of any compensation, if:
- (i) In the opinion of the SBI (which shall not be called in question by the contractor and shall be binding on the contractor), the contractor fails or refuses to implement this agreement to the Bank's satisfaction and/ or
 - (ii) The contractor commits a breach of any terms and conditions of this agreement and /or
or
 - (iii) any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/or
 - (iv) There is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of the bank to such variation.
or
 - (v) If any receiver/ liquidator is appointed in connection with the business of contractor or contractor transfers substantial assets in favour of its creditors or any orders/directions are issued by any authority/regulator which has the effect of suspension of the business of the contractor. And/ or
 - (vi) If Contractor applies to the court or passes a resolution of the voluntary winding up of or any other creditor/ person files a petition for winding up or dissolution of contractor. And/ or
 - (vii) If any acts of commission or omission on the part of the contractor or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the bank tantamount to fraud or prejudicial to the interest of the society or its employee(s). And/ or
 - (viii) Any document, information, data or statement submitted by the contractor in response to tender, based on which the service provider was considered eligible or successful, is found to be false, incorrect or misleading. And/ or
 - (ix) The Bank may, at any time, terminate the contract by giving written notice to the selected contractor, if the selected agency becomes bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the selected agency, provided that such

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- termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank. And/ or
- (x) The Contractor is involved in wrongful billing. In addition hereto wrongful billing shall also result in the organization being debarred from participating in any other tender of the Bank. And/ or
 - (xi) For any reason whatsoever, the Contractor becomes disentitled in law to perform his obligations under this agreement. And/ or
 - (xii) If any charge sheet is filed against the agency/company or the contractor is convicted by a criminal court on the grounds of moral turpitude.
 - (xiii) If the contract is terminated under any termination clause, the Contractor shall handover all documents/executable/Bank's data or any other relevant information to the bank in timely manner and in proper format as per scope of the Tender and shall also support the orderly transition to another vendor or to the Bank. And/ or
 - (xiv) The Bank's right to terminate the services will be in addition to the penalties/liquidated damages and other actions as deemed fit.
 - (xv) In the event of termination of this agreement for any reason whatsoever, the contractor/ or persons employed by him or his/ her agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise and the Bank shall be at liberty to rearrange the work through other agencies at Contractor's risk, cost and consequences and under such circumstances, the security deposit paid by the contractor shall stand forfeited, besides any other action deemed fit including de-paneling the contractor or debarring them in future tendering process.
 - (xvi) As regards unsatisfactory performance or non-compliance with any of the terms and conditions of the contract by the contractor or abandoning the work, SBI shall have the right to terminate the contract as aforementioned and rearrange the work through other agencies at Contractor's risk, cost and consequences and under such circumstances, the security deposit paid by the contractor shall stand forfeited, besides any other action deemed fit including de-paneling the contractor or debarring them in future tendering process.

D. STAMP DUTY:

The contractor 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 contractor shall be provided with a Certified / Notarized copy for their record.

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

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F. The contractor 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 contractor only shall be responsible for liabilities, if any, in this regard.

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

H. The Contractor shall not disclose directly or indirectly any information and details of the Bank's infrastructure/systems/equipment's etc., which may come to the possession or knowledge of the Contractor 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 Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer 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 Contractor and the Employer shall be entitled to claim damages and pursue legal remedies, including termination of the contract.

I. The Contractor 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 Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

J. The Employer 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 Contractor.

K. All payments by the Employer under this Contract will be made only at Jabalpur.

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 Contractor shall, upon and subject to the said conditions execute and complete the work shown upon the said specifications and the schedule of quantities.

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

O. 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.

P. The Contractor / Agency shall comply with the provisions of “the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013”.

Q. The terms and conditions provided under “Tender document for availing services of vendor for arrangement and movement of documents (AOF’s) within the LCPC premises and to storage site located at Dadda Nagar Jabalpur and filling GMB (Galvanized Metal Boxes) dated_____ shall form part and parcel of this Agreement and should be read along with this agreement. The same is annexed herein as Annexure_____.

IN WITNESS WHEREOF the Employer (through its duly authorized official) and the Contractor (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 herein above written.

Signed and delivered by SBI, LCPC, Jabalpur

(Name and Designation)

In the presence of:

Witnesses:

1. _____

Address:

2. _____

Address:

SIGNED AND DELIVERED BY

The Contractor 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:

Seal & Sign of Contractor

(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 Authorized Signatory on the Letter Head of the Bidder in Original along with Technical Bid document.)

Assistant General Manager
SBI, LCPC
Jabalpur

CONTRACT FOR PROVIDING SERVICES TO LCPC FOR ARRANGEMENT AND MOVEMENT OF DOCUMENTS (AOFs) WITHIN THE LCPC PREMISES AND TO STORAGE SITE LOCATED AT DADDA NAGAR JABALPUR AND FILLING GMB (Galvanized Metal Boxes)

Dear Sir,

Having examined the terms & conditions, schedule of requirements, scope of work, NIT etc. of the tender for the captioned work and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto and affecting the tender. I/We hereby offer to provide specified services in the said memorandum on the minimum manpower including consumable etc. basis mentioned in the attached schedule and in accordance 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	Contract for Providing services of vendors for providing 18 unskilled workers and 1 semi-skilled supervisor for arrangement and movement of documents (AOFs) within the SBI LCPC Premises and to Storage site located at Dadda Nagar Jabalpur and filling GMB's.
b	Earnest Money	Rs. 50,000/- (Rs. Fifty thousand only)
c	Validity of Contract	For an initial period of 2 (Two) years 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 as far as they may be applicable or in default thereof, to forfeit and pay to SBI the amount mentioned in the said conditions.

Seal & Sign of Contractor

3. I/we have deposited Demand Draft for a sum of Rs. 50,000/- (Rs. Fifty thousand Only) as Earnest Money Deposit with SBI Should I/We do fail to execute the contract when called upon to do so, I/We hereby agree that this sum shall be forfeited by me/us to SBI.

4. We understand that as per terms of this tender, the SBI may consider accepting our tender in part or whole or may entrust the work of movement of AOF's and filling of GMB's. We, therefore, undertake that we shall not raise any claim / compensation in the eventuality of Bank / SBI deciding to drop any of the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us on our approved rates and within the stipulated time limit without any extra claim for price escalation as provided for in clause 48 of General Conditions of this tender.

5. We, hereby, also undertake that, we will not raise any claim for any escalation in the prices of the-manpower during the currency of contract /execution /completion period.

6. We, hereby, agree that the Quality of services will be strictly adhered by us. In case of any deviation, we, hereby, authorize SBI to recover a penalty of Rs. 5000/- per instance from our Bills/dues. We further undertake that in case, more than 3 such instances are recorded /reported during the contract period, the SBI shall be free to debar us from participation in future tenders.

7. We, hereby, agree that in case of loss of any file, document, prices, security documents while in the custody of the service provider, then the service provider would be liable for the penalty.

8. 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 Tenderer with Seal

Seal & Sign of Contractor

DRAFT INDEMNITY BOND FORMAT

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

THIS DEED OF INDEMNITY BOND executed at Jabalpur on this _____ day of _____ month of year Two Thousand and twenty three (2023) By M/s _____ duly represented by proprietor / one of its partners Shri _____, aged _____ years, son of _____ Shri _____, residing at _____ (hereinafter referred to as "the Contractor")

In favour of

State Bank of India, having its office at LCPC, JABALPUR.

Whereas AGM, LCPC SBI Jabalpur on behalf of State Bank of India has invited tenders from the Contractor/Service providers for providing services **of vendors for arrangement and** movement of documents (AOFs) within the LCPC premises and to storage site located at Dadda Nagar Jabalpur and filling GMB's.

The Contractor/Service Provider has become successful in securing the subject work through competitive tendering and the work specified in the tender documents has been awarded in favour of Contractor by SBI LCPC Jabalpur vide their letter.....

And, whereas as per tender documents, the Contractor has to enter into a Contract Agreement with SBI .and execute an Indemnity Bond before starting the work. The Contractor 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 Contractor 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 Contractor shall be solely responsible.

Further, Contractor 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 Contractor.

Signature of Contractor with seal

Seal & Sign of Contractor

Annexure -I

**AFFIDAVIT ON A NON JUDICIAL STAMP PAPER & DULY NOTARIZED
(To be stamped as per the Stamp Act prevalent at the place of execution)**

I, _____ /partner/authorized signatory of
M/s. _____ public / private limited company,
having its registered office at..... (Full Address) do hereby solemnly affirm
and declare as under: -

1. That our company is not blacklisted by any Bank/ State Government / Central Government / Financial institution, etc. and have not sublet / subcontracted any work allocated to us.
2. That our company has never been convicted or have any cases pending in the court of Law against any Bank/ State Government / Central Government / Financial institution **nor any cases are pending against us in regard to the present scope of work or decided against us.**
3. That our company has never defaulted in execution of any contract / order of Bank / State Government / Central Government / Financial institution or has no suit for recovery ever filed by any govt. organization against us for violation of terms and conditions.
4. I / we hereby declare that our Company _____ is having unblemished past record and was not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time.
5. I / We further declare that there has been no damage to records during movement of physical AOFs within LCPC premises and storage site at Dadda Nagar Jabalpur and no incident of data loss, data misuse, data pilferage and data misuse during scanning and digitization and after the completion of the project.
6. That our company has never returned back any contract/order unexecuted.
7. That no Bank/ customer of our company is dissatisfied with the machines/Services provided by us and our services are found to be satisfactory by all the banks /customer.
8. That we shall not be sub-contracting any work under the present tender, if we are selected as the successful bidder.

(Signature of the Authorized Signatory/Proprietor/ Managing Partner/Director with Seal)
DEPONENT

Verified at on.....that the contents of Paras 1 to 8 of this affidavit are true and correct and no part of this is false and nothing material has been concealed or falsely stated therein.

(Signature of the Authorized Signatory /Proprietor/ Managing Partner/Director with Seal)
DEPONENT
(Signature & Seal of Notary)

Seal & Sign of Contractor

Annexure- O
CERTIFICATE OF COMPLIANCE WITH RULE 144 (XI) OF GENERAL
FINANCIAL RULES, 2017

(On the letterhead of the Bidder/Agency)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that, I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. The evidence of valid registration by the Competent Authority is attached herewith.

In case during the bidding process it is found that I do not fulfill the compliance with Rule 144(XI) of General Financial Rules, 2017, I understand that my bid submitted would be liable to be rejected and if agreement is executed, then my agreement would be liable to be terminated.

.....

(Signature, name and address of the Agency's executive duly authorized to sign on behalf of the Agency with date and place)

For and on behalf of

(Name and address of the Agency)

(Seal of the Agency)

OPERATION IN CURRENT ACCOUNTS (DEPOSITS) CENTRAL/STATE
GOVT/REGULATOR/FINANCIAL INSTITUTIONS/ STATUTORY BODIES
CIRCULATION OF STANDARD OPERATING PROCEDURE (SOP)

Seal & Sign of Contractor

Annexure –E
PERFORMANCE BANK GUARANTEE FORMAT
(TO BE STAMPED AS AN AGREEMENT)

THIS PERFORMANCE BANK GUARANTEE AGREEMENT executed atthis.....day of 2023 by (Name of the Bank)..... having its Corporate Centre atand its Branch at(hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) **IN FAVOUR OF** State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its Local Head offices at-----(**procuring office address**), hereinafter referred to as "**SBI**" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

WHEREAS M/s _____, incorporated under _____ Act having its registered office at _____ and principal place of business at _____ (hereinafter referred to as "**Service Provider/ Vendor**" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to supply of manpower(unskilled workers) and/ or services (hereinafter referred to as "**Services**") to SBI in accordance with the Technical Bid SBI:xx:xx dated dd/mm/yyyy.

WHEREAS, SBI has agreed to avail the Services from the Service Provider **for a period of 2 year(s)**

WHEREAS, in accordance with terms and conditions of the Technical Bid/ Purchase order/Agreement dated....., Service Provider is required to furnish a Bank Guarantee for a sum of Rs. _____ /- (Rupees _____ only) for due performance of the obligations of the Service Provider in providing the Services, in accordance with the Technical Bid/Purchase order/Agreement guaranteeing payment of the said amount of Rs. _____ /- (Rupees _____ only) to SBI, if Service Provider fails to fulfill its obligations as agreed in Agreement.

WHEREAS, the Bank Guarantee is required to be valid for a total period of 24 months and in the event of failure, on the part of Service Provider, to fulfill any of its commitments / obligations under the Agreement, SBI shall be entitled to invoke the Guarantee.

AND WHEREAS, the Guarantor, at the request of Service Provider, agreed to issue, on behalf of Service Provider, Guarantee as above, for an amount of Rs. _____ /- (Rupees only).

NOW THIS GUARANTEE WITNESSES THAT

1. In consideration of SBI having agreed to entrust the Service Provider for rendering Services as mentioned in the Technical Bid, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Service Provider shall fulfill its commitments and obligations in respect of providing the Services as

Seal & Sign of Contractor

mentioned in the Technical Bid/Agreement and in the event of Service Provider failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the Technical Bid/Agreement, we (the Guarantor) shall on demand(s), from time to time from SBI, without protest or demur or without reference to Service Provider and notwithstanding any contestation or existence of any dispute whatsoever between Service Provider and SBI, pay SBI forthwith the sums so demanded by SBI in each of the demands, subject to a cumulative maximum amount of Rs. _____/- (Rupees only).

2. Any notice / communication / demand from SBI to the effect that Service Provider has failed to fulfill its commitments / obligations in respect of rendering the Services as mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and shall not be questioned by the Guarantor in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be honoured by the Guarantor without any delay.

3. We (the name of the Guarantee issuing Bank) confirm that our obligation to the SBI, under this guarantee shall be independent of the agreement or other understandings, whatsoever, between the SBI and the Service Provider.

4. This guarantee shall not be revoked by us (the Guarantor) without prior consent in writing of the SBI.

WE (THE GUARANTOR) HEREBY FURTHER AGREE & DECLARE THAT-

- (i) Any neglect or forbearance on the part of SBI to Service Provider or any indulgence of any kind shown by SBI to Service Provider or any change in the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.
- (ii) This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by SBI at its discretion.
- (iii) This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.
- (iv) The guarantee shall not be affected by any change in the constitution of SBI or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise.
- (v) This guarantee shall be a continuing guarantee during its validity period and the SBI can make its claim in one or more events within the total liability of the Guarantor mentioned herein.

Seal & Sign of Contractor

vi) This Guarantee shall remain in full force and effect for a period of 24 months from the date of the issuance i.e. up toUnless a claim under this Guarantee is made against us within three (3) months 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.

(vi) This guarantee shall be governed by Indian Laws and the Courts **in Jabalpur Centre** alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained herein above:

- (a) Our liability under this Bank Guarantee shall not exceed Rs...../- (Rupees only).
- (b) This Bank Guarantee shall be valid up to.....
- (c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if SBI serve upon us a written claim or demand on or before (Date) which is 3 months after date mentioned at (b) above.

Yours faithfully,

For and on behalf of Bank.

Authorized official

Seal & Sign of Contractor