Part- I
(Technical Bid)

SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.

(A Wholly owned Subsidiary of SBI)

HEAD OFFICE
Ground Floor, Raheja Chamber, Free press Journal Marg, Nariman Point, Mumbai 400 021

Tender For Providing Integrated Facility Management Services for State Bank of India Commercial Buildings at State Bank Bhavan, Air India, Voltas House, World Trade Centre, Maker Tower, Atlanta Building Located In Mumbai

Tender reference No: **SBIIMS/HO/IFM/1002-2017**

Last Date of submission of tenders: **09.05.2017 upto 15:00 Hrs**

Name of the bidder M/s……

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NOTICE INVITING TENDERS

THE MD & CEO, SBI INFRA MANAGEMENT SOLUTIONS PVT LTD, GROUND FLOOR ,RAHEJA CHAMBERS, FREE PRESS JOURNAL MARG,NARIMAN POINT, MUMBAI – 400 021. INVITES SEALED TENDERS ON BEHALF OF SBI. FOR INTEGRATED FACILITY MANAGEMENT (IFM) SERVICES FOR BANK'S SIX COMMERCIAL BUILDINGS HAVING TOTAL BUILT UP AREA OF 5 LAKH SQ. FT. LOCATED AT MUMBAI, AS PER FOLLOWING SCHEDULE.

1.	**NAME OF WORK**	TENDER FOR PROVIDING INTEGRATED FACILITY MANAGEMENT SERVICES FOR STATE BANK OF INDIA COMMERCIAL BUILDINGS AT STATE BANK BHAVAN, AIR INDIA, VOLTAS HOUSE, WORLD TRADE CENTRE, MAKER TOWER, ATLANTA BUILDING LOCATED IN MUMBAI
2.	**EARNEST MONEY DEPOSIT**	RS. 4 LAKHS IN THE FORM OF DEMAND DRAFT ISSUED BY ANY SCHEDULED BANK DRAWN IN FAVOUR OF SBI INFRA MANAGEMENT SOLUTIONS PVT LTD PAYABLE AT MUMBAI WHICH SHALL BE CONVERTED INTO SECURITY DEPOSIT FOR SUCCESSFUL CONTRACTOR, WHOSE TENDER IS ACCEPTED.
3.	**SECURITY DEPOSIT**	BALANCE AMOUNT TO MAKE A TOTAL OF 5% OF TENDER AMOUNT IN TO S.D IN THE FORM OF BANKERS CHEQUE/DEMAND DRAFT ISSUED BY ANY NATIONALISED BANK FAVOURING SBI INFRA MANAGEMENT SOLUTIONS PVT LTD PAYABLE AT MUMBAI OR BG OF EQUVALENT AMOUNT ISSUED BY ANY NATIONALISED BANK/SCHEDULED BANK .
5.	**COST OF TENDER DOCUMENTS**	RS. 5000/- (RUPEES FIVE THOUSAND ONLY) (NON REFUNDABLE)
6.	**DATE & TIME FOR ISSUE OF TENDER**	20/04/2017 TO 05/05/2017 BETWEEN 11.00 AM TO 5.00 PM ON WORKING DAYS AT SBI INFRA MANAGEMENT SOLUTIONS PVT LTD, GROUND FLOOR ,RAHEJA CHAMBERS, FREE PRESS JOURNAL MARG,NARIMAN POINT, MUMBAI – 400 021.
7.	**ADDRESS AT WHICH THE TENDERS ARE TO BE SUBMITTED**	AT SBI INFRA MANAGEMENT SOLUTIONS PVT LTD, GROUND FLOOR ,RAHEJA CHAMBERS, FREE PRESS JOURNAL MARG,NARIMAN POINT, MUMBAI – 400 021.
8.	**LAST DATE & TIME OF**	09/05/2017 BEFORE 3.00 PM

	RECEIPT OF TENDERS	
9.	**DATE AND TIME OF OPENING TENDERS**	09/05/2017 AT 03.30 PM
10.	**PLACE OF OPENING TENDER**	AT SBI INFRA MANAGEMENT SOLUTIONS PVT LTD, GROUND FLOOR ,RAHEJA CHAMBERS, FREE PRESS JOURNAL MARG,NARIMAN POINT, MUMBAI – 400 021.
12.	**VALIDITY FOR OFFER**	3 (THREE) MONTHS FROM THE DATE OF OPENING OF PRICEBID
13.	**COMMENCEMENT OF WORK**	WITH IN 21 DAYS ON THE ISSUANCE OF WORK ORDER
14.	**PENALTY**	AS PER CLAUSE 30 OF THE TENDER DOCUMENT
19.	**PERIOD OF HONORING PAYMENT CERTIFICATE**	15 DAYS AFTER RECEIPT OF BILL.
20.	**INSURANCE**	AS PER CLAUSE 20 OF THE TENDER DOCUMENT
21.	**WORKING SCHEDULE FOR COMMERCIAL BUILDINGS**	IN CO-ORDINATION WITH ALL THE OTHER AGENCIES WITHOUT DISTURBING THE FUNCTIONING OF THE BANK.

IN CASE THE DATE OF OPENING OF TENDERS IS DECLARED AS A HOLIDAY, THE TENDERS WILL BE OPENED ON THE NEXT WORKING DAY AT THE SAME TIME.

SBIIMS RESERVES ITS RIGHTS TO ACCEPT/REJECT ANY/ALL TENDER WITHOUT ASSIGNING ANY REASON WHAT SO EVER AND TO INCREASE OR DECREASE THE QUANTITIES OF ANY ITEM AND CONTRACTOR HAS TO EXECUTE THE SAME AT THE RATE QUOTED.

(MD & CEO)
SBIIMS, MUMBAI

SBI Infra Management Solutions Pvt. Ltd, Mumbai.

Tender No. : SBIIMS/HO/IFM/1002-2017

SBI Infra Management Solutions Pvt. Ltd. (SBIIMS) on behalf of the SBI, invites Tender in two envelope systems from the eligible bidder for **Providing integrated facility management services for Six commercial building located in Mumbai** having total built up area of 5.0 lakh sq. ft., as per following schedule.

S. No.	Description	EMD (In Rs)
1.	Tender For Providing Integrated Facility Management Services for State Bank of India Commercial Buildings at State Bank Bhavan, Air India, Voltas House, World Trade Centre, Maker Tower, Atlanta building Located In Mumbai	4,00,000/-

TENDER SCHEDULE

Date of commencement of sale of Tender document	: 20/04/2017 to 05/05/2017.
Date of Pre-bid meeting & Site Visit	: Site Visit on 06.05.2017 from 10:30 to 16:00 Hrs. Pre-Bid meeting at our below mentioned office address on 06.05.2017 from 16:30 Hrs to 18:00 Hrs
Date and time for submission of tender	: 09/05/2017 upto 15:00 Hrs
Date and time of opening of Technical Bid	: 09/05/2017 upto 15:30 Hrs
Address for Communication	:MD & CEO, SBI Infra Management Solutions Pvt. Ltd, Head Office, Ground Floor, Raheja Chamber, Free press Journal Marg, Nariman Point, Mumbai 400 021.

A complete set of tender documents may be purchased by interested eligible tenderer upon payment of a non-refundable fee of **Rs.5000/-** (Rupees Five Thousand only) in the form of a Demand Draft issued by any Nationalized/Scheduled Bank drawn in favour of **"**SBI Infra Management Solutions Pvt. Ltd **"** payable at Mumbai. The complete tender documents can also be downloaded from the State Bank of India website i.e www.sbi.co.in under "procurement" news section and tenderer should enclose along with the technical bid a non-refundable tender fees of **Rs.5000/-** (Rupees Five Thousand only) in the form of a Demand Draft issued by any Nationalized/Scheduled Bank drawn in favour of **"**SBI Infra Management Solutions Pvt. Ltd **"** payable at Mumbai.

Tender documents without tender fees and Earnest Money Deposit (EMD) shall be rejected.

SBIIMS reserves the right to increase or decrease the quantum of services to be provided and also reserves the right to reject, cancel or revise or accept any or all the tenders or part of tenders without giving any reasons thereto.

MD & CEO,
SBI Infra Management Solutions Pvt. Ltd

APPLICATION FORM

REQUEST FOR PROPOSAL FOR INTEGRATED FACILITY MANAGEMENT SERVICES FOR STATE BANK OF INDIA COMMERCIAL BUILDINGS AT STATE BANK BHAVAN, AIR INDIA, VOLTAS HOUSE, WORLD TRADE CENTRE, MAKER TOWER, ATLANTA BUILDING LOCATED IN MUMBAI

PROFILE

1. Name of the Firm :

2. Address :

3. Name, Telephone Nos. including Mobile of contact person :

4. Fax No. :

5. Constitution of the Firm :

6. Year of Establishment :

7. Name of Partners / Associates :

8. Bio-data of Board of Directors/Key personnel of the comapny, Details may be given in the Enclosed format(Annexure '6') :

9 (a) Details of service tax registration :

(b) Amount of service tax paid year-wise during last 3 financial years ending on 31.03.2016 :

10. Name and value of major facility management services works completed during the last 7 years. Details may be given in the enclosed format (Annexure '3')**:**

11. Name & value of the Major facility management services works on hand. Details may be given in the enclosed format (Annexure '5') **:**

12. Name & value facility management services provided in Govt./Semi Govt./PSUs. Details may be given in the enclosed format (Annexure '4') :

13. List of Professionals / Technical Personnel employed **:**

14. List of other Personnel employed **:**

15. List of consultants engaged by the Company **:**

16. List of office infrastructure / equipments owned by the company **:**

17. Banker's Name **:**

18. Latest Income Tax Clearance Certificate to be enclosed **:**

19.(a) List of empanelment / enlistment / registration with other Organizations **:**

(b) List of work orders / completion

Certificate etc. from the clients for Completed projects. :

(c)List of Certified copies of the letter of intent for award of the work from reputed private/multinational / Govt / Semi-Govt organizations/ PSU etc. :

20. Particulars of participation in competitions and awards (if any received) :

21. If the firm is not having its office in Mumbai /Navi Mumbai, please indicate the time by which it is likely to open an office at Mumbai /Navi Mumbai with documentary evidence. :

Note: Please enclose separate sheets for additional information, photographs, and documents.

Signature of the applicant with seal

Date:

Place:

ANNEXURE -1

Tender Form

To,

The MD & CEO,
SBI Infra Management Solutions Pvt. Ltd,
Head Office,
Ground Floor, Raheja Chamber,
Free press Journal Marg, Nariman Point,
Mumbai 400 021.

Dear Sir

Having examined the tender document, the receipt of which is hereby acknowledged, we, the undersigned, offer to provide Integrated facility Management Services at various commercial buildings of SBI, Mumbai under the above-named Contract in full conformity with the said tender document and our financial offer in the Price schedule submitted in Envelop No. 2 which is made part of this tender.

We undertake, if our tender is accepted, to deliver the services in accordance with the Schedule of requirements specified in the tender document.

If our tender is accepted, we undertake to submit the security deposit in the form, in the amounts, and within the times specified in the tender document.

We agree to abide by this tender, for the Tender Validity Period specified in the tender document and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this tender together with your written acceptance of the tender and your acceptance of tender, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any tender you may receive.

Signed: _____

Date: _____

In the capacity of _____

Duly authorized to sign this bid for and on behalf of _____

Signature & stamp of tenderer

Note: This form must be signed & Stamped in original letter head to be submitted to this office along with Technical Bid document.

ANNEXURE **-2**

ANNUAL TURN OVER STATEMEMT FOR THREE YEARS

The **Annual** Turnover of M/s _____ for the past three years are given below and certified that the statement is true and correct.

Sr. No.	Year	Turnover in Crores (Rs.)	Profit / Loss incurred in crores (Rs.)	Net Worth in Crores (Rs.)
1	**2013-14**		**+ / -**	
2	**2014-15**		**+ / -**	
3	**2015-16**		**+ / -**	

Date:

Seal

Signature of Auditor/ Chartered Accountant/authorized person of the company

Name (in capital letters)

Note: Please enclose documentary proof such as audited balance Sheet and Profit/ Loss statement.

ANNEXURE 3

REQUEST FOR PROPOSAL FOR INTEGRATED FACILITY MANAGEMENT SERVICES FOR STATE BANK OF INDIA COMMERCIAL BUILDINGS AT STATE BANK BHAVAN, AIR INDIA, VOLTAS HOUSE, WORLD TRADE CENTRE, MAKER TOWER, ATLANTA BUILDING LOCATED IN MUMBAI

LIST OF MAJOR SIMILAR WORKS COMPLETED DURING THE LAST 7 YEARS ENDING AS ON 31.12.2016

Sr. No.	Name of the Client	Nature of work	Location of the building / municipal limits	Area in Sq.ft.	Height of the buildings	Annual value of the Contracts.
1	2	3	4	5	6	7

Signature of the applicant with seal
Date:
Place:

Note: Please enclose documentary proof for having executed above work, certificate of completion, copy of work order, agreement etc.

ANNEXURE 4

REQUEST FOR PROPOSAL FOR INTEGRATED FACILITY MANAGEMENT SERVICES FOR STATE BANK OF INDIA COMMERCIAL BUILDINGS AT STATE BANK BHAVAN, AIR INDIA, VOLTAS HOUSE, WORLD TRADE CENTRE, MAKER TOWER, ATLANTA BUILDING LOCATED IN MUMBAI

LIST OF MAJOR SIMILAR WORKS COMPLETED IN GOVT./ SEMI GOVT./ PSU SECTOR ONLY DURING THE LAST 7 YEARS ENDING AS ON 31.12.2016

Sr. No.	Name of the Client	Nature of work	Location of the building / municipal limits	Area in Sq.ft.	Height of the buildings	Annual value of the Contracts.
1	2	3	4	5	6	7

Signature of the applicant with seal
Date:
Place:

Note: Please enclose documentary proof for having executed above work, certificate of completion, copy of work order, agreement etc.

ANNEXURE 5

REQUEST FOR PROPOSAL FOR INTEGRATED FACILITY MANAGEMENT SERVICES FOR STATE BANK OF INDIA COMMERCIAL BUILDINGS AT STATE BANK BHAVAN, AIR INDIA, VOLTAS HOUSE, WORLD TRADE CENTRE, MAKER TOWER, ATLANTA BUILDING LOCATED IN MUMBAI

LIST OF MAJOR WORKS ON HAND AS ON 31.12.2016

Sr. No.	Name of the client	Nature of work	Location of the building / municipal limits	Area in Sq.ft.	Height of the building	Annual Contract Value	Remarks
1	2	3	4	5	6	7	8

Signature of the applicant with seal
Date:
Place:

Note: Please enclose documentary proof for having executed above work, certificate of completion, copy of work order, agreement etc.

Annexure-6

BIO-DATA OF THE BOARD OF DIRCTORS/ KEY PERSONNEL

1. Name :

2. Associates with the Company since :

3. Date of Birth :

4. Professional Qualifications :

5. Professional Experience :

6. Professional Affiliation :

7. Membership in :

8. Details of Published papers in Magazine :

9. Details of cost effective methods/ techniques adopted in the projects :

10. Exposure to new materials/ Techniques :

Signature of the applicant with seal

Date:

Place:

Annexure-9

DETAILS OF COMMERCIAL BUILDINGS

Sl No:	Name of the Premises	Approximate floor area in Sq. ft.	Details of department	Ownership status
1	**State Bank Bhavan (20 floors plus 4+2 Basement plus Mezzanine)**	**4,20,000 sq.ft.**	State Bank of India Corporate Centre	Owned
2	**6th, 7th, 9th,10 Floor & 12th floors at Air India building, Nariman Point**	**51,952 sq. ft.**	6th floor - Risk Management Dept., CC&C, CGM (Digital & e-commerce), SBI Foundation 7th floor - Risk Management Dept. 9th floor - REHBU, Anytime Channels, Precious Metals 12th floor - MCRO I & II, Mumbai	Leased
3	**Ground, 1st & 2nd floors at Voltas House, Fort**	**16,000 sq. ft.**	Ground floor - CPCs Redesign & Other projects & minor part by TBU First floor - Major part by TBU & remaining by PFSBU Second floor - PFSBU	Leased

4	**10th floor, Centre 1, World Trade Centre**	**3,650 sq. ft.**	IFRS under FRT	Long term lease
	Shop no. 35 at World Trade Centre, Cuffe Parade	**5,000 sq. ft.**	Ground floor & Mezzanine - Merchant Acquiring Business	Long term lease
5	**3rd floor, Atlanta Building, Nariman Point**	**3,000 sq. ft.**	CRPD	Owned
6	**21st floor at Maker Tower 'E', Cuffe Parade, Mumbai**	**15,000 sq. ft.**	Stressed Assets Management Group	Owned

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

Annexure-10

Schedule of Requirements

1. GENERAL INSTRUCTIONS
   1.1 The Contractor shall ensure that all personnel are fully conversant with the premises and with the SBIIMS/SBI's business activities and its related manpower requirements.
   1.2 The SBIIMS/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 SBIIMS/SBI, emergencies exempted.
   1.3 The Contractor shall exercise adequate supervision to ensure proper performance of Services in accordance with the requirements.
   1.4 The Contractor shall issue identity cards/ identification documents to all its employees.
   1.5 The personnel of the Contractor shall not be the employees of the SBIIMS/SBI and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract.
   1.6 The contractor shall also provide at its own cost all benefits; statutory or otherwise to its employees and the SBIIMS/SBI shall not have any liability whatsoever on this account.
   1.7 Out of Six commercial building only State Bank Bhavan, Madame Cama Road is having open area and Garden which needs to be maintained as per the scope of the work. Other building doesn't have open area / Garden area.

2. SUPERVISION :
   2.1 The Contractor shall have adequate Supervisory control at SBIIMS/SBI's premises as per SBIIMS/SBI's requirement, failing which it shall invite penalties as prescribed in the following paragraphs.
   2.2 The contractor's Supervisor shall be first line of contact for SBIIMS/SBI, who shall report to the designated officers of SBIIMS/SBI for all requirements.
   2.3 The contractor shall ensure that all statutory / mandatory requirements either related to wages disbursements or related to depositions of EPF/ESIC or WC policy, as applicable, with concerned authorities.

3. DEPLOYMENT AND TENTATIVE REQUIREMENTS OF MANPOWER
   3.1 The SBIIMS/SBI intends to outsource the services which will require manpower to be deployed in different categories such as Skilled, Semi-Skilled, Un-Skilled and Supervisory/ Managerial Staff etc as per the norms of the Government.
   3.2 The manpower appointed in different categories shall be deployed by the contractor for the work of Integrated facility management services at Various commercial establishments under SBI, Mumbai.
   3.3 The personnel who are appointed as Janitors shall be provided with all cleaning material for cleaning purposes by the Contractor.

3.4 The Contractor is required to quote prices for entire service mentioned in the Price Schedule of the tender document on lump sum per month basis and annul basis.

3.5 The Contractor shall ensure that except that of the Service Margin (as defined in the Price Schedule) all other levies (Wages, Uniform, ESIC, EPF, Bonus etc.), which are charged to SBIIMS/SBI in the Price Schedule are passed on to the deployed employees, as applicable, on occurrence.

3.6 The tentative category wise requirement of manpower per day (without reliever) in each of the premises shall be as mentioned in Annexure B.

3.7 The quantity for Manpower and Machines mentioned, is minimum indicative and for calculation of Price variation only. The agency if required will deploy more man power for doing the work as per utmost satisfaction of the user. In case of any other work other than specified in scope of work, man power will be required to be provided by the agency to SBI/SBIIMS on demand and the Cost of the same will be paid to the contractor on the basis of minimum wages plus 10% handing charges.

3.8 All the Chemicals, pest control materials and consumables required for the purpose of providing services should be of standard brands, and as per the approval of the SBIIMS/SBI. No sub-standard material shall be used. The Chemicals used for the purpose of cleaning shall be Eco-friendly and bio-degradable.

3.9 Contractor staff shall always be disciplined, properly dressed and be presentable all the time during duty. The persons deployed by Contractor shall be properly trained, have requisite experience and skills for carrying out a wide variety of work. The Contractor shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or is injured or goes on strike/ unfair activities etc. during performance of his/her duty. It shall indemnify SBIIMS/SBI in all respects under this contract.

4. PENALTIES - Refer clause 30 above.

5. SCOPE OF WORK – FOR SERVICES: Please refer (Part-2).

6. ADDITIONAL DETAILS: Please refer to (Part-2).

TERMS AND CONDITIONS

1. Introduction

1.1 The MD & CEO **,** SBI Infra Management Solutions Pvt. Ltd , invites tenders on behalf of the State Bank of India (SBI) in two Envelope systems for facility management Services provided at SBI commercial buildings located at Mumbai, as specified in Annexure-9 , Schedule of Requirements.

1.2 Interested eligible Tenderer may obtain further information of the requirement, required quantities and other terms and conditions applicable for the said work from the document.

1.3 All tender related activities (Process) like Tender Document sale, Tender submission, opening of tender documents etc. will be governed by the time schedule.

1.4 The tender document is available at the office of the SBIIMS, Ground Floor, Raheja Chamber, Free press Journal Marg, Nariman Point, Mumbai upon payment of tender fees of Rs. 5000/-. Tenderers are required to submit the tender cost of Rs. 5000/- (Rupees Five Thousand only) (Non-refundable) by way of separate demand draft issued by any Nationalized /Scheduled Bank drawn in favour of " SBI Infra Management Solutions Pvt. Ltd " payable at Mumbai and the same should essentially be submitted at the Office while purchase of the Tender. Those tenderers who have downloaded the tender documents from the Bank's web-site should submit the tender fees of Rs.5000/- in the form of DD issued by any Nationalized /Scheduled Bank drawn in favour of "SBI Infra Management Solutions Pvt. Ltd "payable at Mumbai and enclose the same with technical bid i.e. (Part-1).

1.5 The services mentioned in the tender only approximate estimated quantities. SBIIMS/SBI reserves the right to increase or decrease the quantum of services to be carried out without assigning any reason thereof.

1.6 If any tenderer wishes to lodge any complaint against the other tenderer regarding submission of false documents, information etc. the tenderer has to deposit Rs.1,00,000 (Rupees One Lac only) in the form of Demand Draft drawn in favour of **"**SBI Infra Management Solutions Pvt. Ltd**"** payable at Mumbai in terms of deposit. The amount so deposited shall be refunded, if after scrutiny, the complaint is found to be true by the Authority. However, if the complaint is found to be false and malafide, the deposit will be forfeited. No interest shall be paid against this deposit.

2. Minimum Eligibility Criteria

The bids fulfilling the following Minimum Eligibility criteria shall be the eligible bids and entitled for further evaluation, based on Quality Cost Based Selection. The Bidders not fulfilling the Minimum Eligibility criteria shall be rejected summarily and will not be further evaluated.

The Service Contractor should be capable of providing various services under one roof. The agency should have the capability to provide various manpower based services as per the requirement of SBIIMS/SBI.

2.1 Bidder Company shall necessarily be legally valid entity in the form of a

Limited / Private Limited Company only, registered under the Companies act, 1956 since **minimum 10 years. Bidding in the form of joint venture/consortium/ partnership and proprietorship is not permitted.** A copy of complete memorandum of Article of Association to be submitted along with the Technical Bid. Those who qualify the conditions and qualification criteria, is eligible to participate and submit its offer.

2.2 Registration : The Bidder should be registered with the Income Tax and also registered under the Labour laws, Employees Provident Fund Organization & Employees State Insurance Corporation.

2.3 The Average annual turnover of the bidder shall be **minimum Rs. 2.00 Cr**. or more in last three F.Y years i.e., **2013-14, 2014-15 & 2015-16** to qualify.

2.4 Bidder shall produce Certificate from Chartered Accountant for Annual **turnover of last 3 years** i.e**. 2013-14, 2014-15 & 2015-16**.

2.5 Bidder shall produce Audited Balance Sheet and **Profit and Loss Accounts for last three years** i.e. **2013-14, 2014-15 & 2015-16** certified by the Auditor. The bidder should not have incurred a loss for more than 1 years in last 3 years.

2.6 The Bidder should have vast experience in manpower handling, **minimum 2000 numbers on payroll** at any given time, in last 5 years.

2.7 The bidder should have works, completed or on-going, providing mechanized housekeeping work along with min. any five of the services (Hospitality Services ,Pest control, AC (Windows/splits) Maintenance, Carpentry Services, Electrical Maintenance services, Horticulture Maintenance Services, Operation of lifts, or Civil/ Plumbing Maintenance services) in Govt./ Semi Govt./ Municipal/Big MNCs/Big Corporates, in last 7 Financial Years as below :

a. One such work having completed value of minimum Rs. 5 crores.

Or

b. Two such works having completed value of minimum Rs. 3 crores each.

Or

c. Three such works having completed value of minimum Rs. 2 crores each.

It is further clarified that giving individual/ independent service from the services as mentioned in 2.7 above, provided to any client will not be considered & **no JV/Consortium of any kind would be allowed**.

2.8 The Bidder should have a **minimum positive Net-worth of Rs. 5 crores** and **minimum Bank Solvency of Rs. 5 crores** from Scheduled/Nationalized Bank.

2.9 The bidder having **valid ISO 9001, SA & OHSAS Certification** will be given additional weightage.

2.10 It is mandatory that the Memorandum of Association (MOA) of the bidder should allow him to carry out the desired scope of work of this tender. **Copy of MOA** to be submitted along with the technical bid.

2.11 The agency should have **office in Mumbai** in case they do not have office they will have to open a sub-office at Mumbai if work is awarded to them with in 15 days**.** SBI may, at its discretion, inspect the offices for confirmation.

Note:

1. Tenders are not allowed from the firms which are found guilty of malpractice, misconduct in any Department, Govt. or by any local authority, Other State Government/Central Government's organizations.
2. The tenderers complying with the above minimum eligibility criteria will be further evaluated for Marking on QCBS method.
3. The SBIIMS/SBI reserves the right to verify the certificates, documents submitted and the quality of the services as provided by the tenderer at the respective employer's premises, as per his discretion.

3. Cost of bidding

The tenderer shall bear all costs associated with the preparation and submission of their tenders and the SBIIMS/SBI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

4.0 Clarification of tender document

A prospective tenderer requiring any clarification of the tender document shall contact the SBIIMS/SBI by letter or phone, 7 days prior to last date & time of tender submission. Tender related Queries can be clarified on Help line number– 022-228802915**.**

5.0 Amendment of tender document

5.1 At any time prior to the deadline for Submission of tender, the SBIIMS/SBI may amend the tender documents by issuing Addenda/Corrigendum.

5.2 Any addendum/corrigendum as well as clarification thus issued shall be a part of the Tender documents and it will be assumed that the information contained in the amendment would have been taken into account by the Tenderer in its tender submission.

5.3 To give prospective Tenderer reasonable time in which to take the amendment into account in preparing their tenders, the SBIIMS/SBI shall extend, at its discretion, the deadline for submission of tenders, in which case, the SBIIMS/SBI will notify all tenderers by placing it on website/ other means and the same will be binding on them.

6. Submission of tenders:

Tender should be submitted on or before last date of submission.

Tender **should be submitted in two envelopes** i.e. Technical Bid in envelop no.1 & Commercial bid in Envelop no. 2. The EMD along with Tender fee if tender documents downloaded from the website as required in the tender documents should invariably be submitted, in a separate envelope which should be kept in Envelope no. 1 i.e Technical Bid Envelope. Envelope No. 1 & 2 should be kept in a separate common envelope. All three covers shall be clearly super scribed "Integrated Facility Management Services for State Bank of India Commercial Buildings at State Bank Bhavan, Air India, Voltas House, World Trade Centre, Maker Tower, Atlanta building Located In Mumbai" also clearly mentioning the technical bid (part-1) , price bid (part-2) , Tender Number and due date and same should be submitted before the last date and

time of tender submission on address mentioned below.

The MD & CEO,
SBIIMS, Head office,
Ground floor, Raheja Chembers,
Nariman Point, Mumbai – 400 021

6.1 **Late tender offers**:

Late tender on any account shall be rejected summarily. Delay due to Post or any other reason will not be condoned.

6.2 Envelope No. 1 (Technical Bid):

Technical offer must be submitted as per the Tender instructions. The tenderer must submit the following documents as per tendering process.

(Technical Bid): Technical offer must be submitted along with following documents.

1. Tender Form as per Annexure-1.
2. The instruments such as power of attorney, resolution of board etc. authorizing an officer of the tenderer and nominating a responsible person of the tenderer to transact the business with the SBIIMS/SBI.
3. VAT/ Service Tax Registration certificate
4. The latest copy of the VAT/ Service Tax return submitted.
5. All attested supporting documents in proof of having fully adhere to minimum eligibility criteria as referred in section 2.0.
6. Affidavit on non-judicial stamp paper of Rs. 100/- regarding the firm has not been found guilty of malpractice or misconduct either by any Department of Govt. or by any local authority and other State Government/Central Government's organizations in the past.
7. Application form.
8. Earnest Money Deposit of Rs. 4,00,000/- (Four Lakhs Only) and tender fees of Rs. 5000/- (Non-Refundable) in the form of DD drawn in favour of SBI Infra Management Solutions Pvt. Ltd payable at Mumbai if tender downloaded from the banks website.
9. After Pre bid meeting, common terms and conditions, change in specifications, scope of work etc. will be advised to the entire eligible agency. Therefore, after both technical and financial tender should be submitted unconditionally.
10. Other relevant documents required as per tender terms & conditions.

6.3 Envelope No. 2 (Price bid):

(a) All Commercial offers must be submitted as per the instructions in tender document.
(b) Rates should be quoted in the Price Schedule only.
(c) Tenderer are strictly prohibited to change/alter specifications or unit size given in Annexure-10 Schedule of requirements while quoting.
(d) The price quoted should considered scope of work and schedule of maintenance work as per the Annexures -A.

7. Deadline for submission of tenders

7.1 For Submission of tender, tenderer must complete bid submission stage as per schedule of the tender.

7.2 The SBIIMS/SBI may, at his discretion, extend the deadline for the submission of tenders by amending the tender document in which case all rights and obligations of the SBIIMS/SBI and Tenderer previously subject to the deadline will thereafter be subject to the deadline as extended.

7.3 Offers not submitted in time will not be entertained.

8. Opening of tender:

On the date and time specified in the tender notice following procedure will be adopted for opening of tender for which tenderer should depute an authorized officer as his representative. Presence or absence of any of the tenderers shall not hamper the tender opening process.

8.1 **Opening of Envelope No.1** (Technical bid)

Envelope No.1 (Technical bid) of the tenderer will be opened in the presence of tender opening committee and in the presence of tenderer / their representatives, if they wish to remain present. Presence or absence of any of the tenderers shall not hamper the tender opening process.

8.2 **Opening of Envelope No.2** (Price Bid)

This envelope shall be opened as per procedure after opening of Envelope No.1 (Technical bid) only, if contents of envelope No.1 (Technical bid) are found to be in accordance with the tender conditions stipulated in the tender document and if the bidder is found eligible in the same. The date and time of opening of Envelope No. 2 will be communicated by the SBIIMS separately to the eligible tenderer of Envelope No. 1. only.

9. Period of Validity of tenders :

9.1 The tenders shall remain **valid for a period of 3 months** after the date of opening of price bid.

9.2 Prior to the expiration of the bid validity the SBIIMS may request the tenderer to extend the bid validity for the period as required by the SBIIMS/SBI.

10. Earnest Money Deposit :

10.1 All tenders must be accompanied with Earnest Money Deposit (EMD) for the amount Rs. 4,00,000/- (Four Lakh Only) .

10.2 The EMD shall be submitted in the form of demand draft in favour of "**SBI Infra Management Solutions Pvt. Ltd.,**" payable at Mumbai.

10.3 The tenders submitted without EMD will be summarily rejected.

10.4 Unsuccessful tenderer's EMD will be discharged / returned within a period of 30 days after award of contract to the successful bidder.

10.5 Tenderer shall not be entitled for any interest on EMD /Security deposit.

10.6 The successful tenderer's EMD will be discharged after signing the Contract and Submitting the security deposit as stipulated.

10.7 The EMD shall be forfeited:

(a) If a Tenderer withdraws its tender during the period of bid validity as specified in the Tender.

(b) In case of a successful Tender, if the tenderer fails:

(i) To sign the Contract in accordance with terms and conditions or.

(ii) To furnish security deposit as per tender clause 15.

(iii) To start the work within given time.

11. Prices

11.1 The prices quoted and accepted will be binding on the tenderer.

11.2 If at any time during the period of contract, the price of tendered items is reduced / increased, brought down/ escalated by any Law or Act of the Central or State Government, the tenderer shall be morally and statutorily bound to inform the SBIIMS/SBI immediately about such reduction/ hike in the contracted prices. The SBIIMS/SBI is empowered to reduce/ increase the rates accordingly. Any variation/ escalation in the rates of tendered items will be strictly according to the Price Variation Clause/ Escalation clause, as mentioned in Clause 32.

11.3 In case of any enhancement in Excise Duty /VAT/ST or introduction of any new tax due to statutory Act of the Govt. after the date of submission of tenders and during the tender period, the quantum of additional taxes so levied will be allowed to be charged extra as separate item without any change in price structure of the items approved under the tender. Price structure will be solely dependent upon the rate approved as per work order & 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 SBIIMS/SBI and can also claim the same in the invoice.

12 Evaluation of tenders:

12.1 After opening of Envelope No. 1 (Technical bid), on the scheduled date, time and venue, the Bank's committee shall examine the contents of the tenders received along with all prescribed mandatory documents.

12.2 The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the SBIIMS/SBI may, at its discretion, ask any bidder for a clarification of its bid, if the authorities deem necessary. Any clarification submitted by a bidder that is not in response to a request by the SBIIMS/SBI shall not be considered. The SBIIMS/SBI's request for clarification and the response shall be in writing.

12.3 The tender evaluation shall be done on weightage with 70% to Technical Evaluation and 30% to financial evaluation.

12.3.1 The technical bid evaluation shall be done based on the following criteria:

12.3.2 During the technical evaluation stage, each bidder shall be assigned different marks out of a total of 100 marks, as per the criteria specified below:

(i) Number of years in Operations as a Company registered under Companies Act, 1956	**Max 05 Marks**
(a) 10 – 12 years	01 Marks
(b) 12 – 15 years	03 Marks
(c) Above 15 years	05 Marks
(ii) Number of Manpower on roll	**Max 10 Marks**
(a) 2000 to 4000	03 marks
(b) > 4000 up to 7000	06 marks
(c) > 7000 up to 10000	10 marks

(iii) Relevant Work Experience as per clause 2.7 of Minimum Eligibility criteria having minimum number of services within single work order, with completed value of minimum Rs. 5 crores of any organisation.

Max 40 Marks

(a) Single work of value Rs.2 Cr. to Rs.5 cr.	15 Marks
(b) Single work of value Rs.5 cr to 10 cr.	25 Marks
(c) Single work of value above R. 10 cr.	40 Marks

(iv) Experience of providing services at Commercial Complex/ Building/ Bungalow necessarily providing Housekeeping services in Govt./ Semi Govt./ PSU sector only **Max 20 Marks**

(a) Single work of value Rs.2 Cr. to Rs.5 cr.	10 Marks
(b) Single work of value Rs.5 cr to 10 cr.	15 Marks
(c) Single work of value above R. 10 cr.	20 Marks

(v)Avg. Turnover (Last 3 Financial Year) **Max 10 Marks**

(a) > 2 up to 5 crores	03 marks
(b) > 5 crores up to 10 crores	06 marks
(c) > 10 crores	10 marks

(vi) Net Worth(Solvency) of the Company **Max 10 Marks**

(a) 5 to 10 Crores	03 marks
(b) > 10 up to 15 crores	06 marks
(c) > 15 crores	10 marks

(vii) Quality Related Marks **Max 05 Marks**

(a) ISO 9001 certification	02 marks
(b) SA 8000 (More than 5 Years)	02 marks
(c) OHSAS 18001 (More than 5 Years)	01 marks

12.3.3 The total marks obtained by a Bidder in the technical bid (as per para 12.3.2) shall be allocated 70% of technical weightage and the financial bids shall be allocated 30% of the financial weightage, and thereby making a total of 100% weightage for the complete bid evaluation. The bidder who will get highest score combined together will be considered as successful bidder.

Illustration 1 (for Technical weightage)

If a bidder has secured 80 marks out of the total 100 marks in technical evaluation after following para 12.3.2, his **Technical Evaluation Value** (**TEV**) shall be: 56 i.e. {80 marks x 70% weightage}

12.2 The Bidder shall be required to produce attested copies of the relevant documents in support of 12.3.2 in addition to the documentary evidences of Clause 2 for being considered for technical evaluation.

12.3 A substantially responsive bid shall be one that meets the requirements of the

bidding document in totality i.e. by following the procedures of Clause 12. The technical bid not meeting the minimum requirements as per the tender documents shall be rejected.

(i) The responsiveness of the bid, i.e, receipts of duly filled, signed and accepted bid documents in complete form, including Authorization Letter.

(ii) Receipt of valid EMD & tender fees with requisite amount in acceptable format.

(iii) Documents in proof of meeting the minimum eligibility criteria.

(iv) Any other documents as required to support the responsiveness of the bidder, as per tender.

12.4 The Purchase committee shall also analyse that there is no collusive or fraudulent practice involved in the entire tendering process amongst all the tenders received.

12.5 The technical scrutiny shall be on the basis of submitted substantiation documents.

12.6 Any tender during the evaluation process not meeting the tender conditions laid down in the tender document will be declared as not acceptable and such tenders shall not be considered for further evaluation.

13. Dismissal of Workmen

The Contractor shall on the request of the Employer, immediately dismiss from the works, any person employed thereon by him who may, in the opinion of the Employer, be incompetent or misconduct himself and such persons shall not be again employed on the works, without the permission of the Employer.

14. FINANCIAL BID EVALUATION AND DETERMINATION OF THE SUCCESSFUL BIDDER

14.1 The financial evaluation shall be carried out and financial bids of all the technically qualified bidders shall be given 30% weightage.

14.2 The Bidder with the lowest bid Price/s (L1) shall be assigned full 100 marks. His **Financial Evaluation Value** (**FEV**) shall be: 30 i.e. {100 marks x 30% weightage}, as per Illustration 2 below:

Illustration 2

If the Bidder at Illustration 1 is L – 1 Bidder and quoted Rs. 100/- for being L – 1, then his **Bid Evaluation Value** (**BEV**) shall be 86 i.e. (56 **TEV** + 30 **FEV**)

14.3 The FEV of the other bidders (i.e. L – 2, L – 3 … and so on) shall be computed as under and as explained at Illustration 3 below:

FEV = 30 x Lowest value (i.e. L – 1 Price) / Quoted Value (i.e. L -2 OR L3….prices)

Illustration 3

If the Bidder at Illustration 1 is L -2 Bidder and he quoted Rs. 125, therefore 30% being the weighted value, the FEV for L – 2 shall be computed as under.

30 x 100 (i.e. lowest price) / 125 (i.e. quoted prices) = 24 (i.e. FEV)

Therefore L – 2 Bidder shall have BEV of 80 (56 TEV + 24 FEV)

14.4 The Bidders ranking shall be arranged depending on the BEV obtained by each of the bidder both in Technical Evaluation and Financial Evaluation.

14.5 The Bidder meeting the minimum eligibility criteria and with the highest BEV (i.e. the total of his respective TEV and FEV) shall be deemed as the successful Bidder and shall be considered for further process of award of work.

14.6 If there is a discrepancy between words and figures, the amount in words shall prevail.

15. Security Deposit & Contract Agreement

15.1 The successful tenderer shall furnish the security deposit in the form of Bank Guarantee issued by any nationalized or scheduled bank other than SBI and submitted to the SBIIMS/SBI within 15 days from the date of communication of Acceptance of Tender for an amount of 5% of the annualized contract value, renewable every year before the expiration of the earlier BG and valid up to 60 days after the date of completion of warranty obligations and enter into Contract Agreement on appropriate value on non-judicial stamp paper or as per the Maharashtra State Stamp Duty Act. The cost of Stamp paper should be borne by the tenderer.

15.2 The Security Deposit should be in the form of Bank Guarantee in favour of the "**SBI Infra Management solutions Pvt. Ltd**" from any Nationalized or Scheduled bank **(Annexure-8).**

15.3 The Security Deposit will be discharged by the SBIIMS/SBI and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, under the contract.

15.4 The proportionate security deposit shall be forfeited as a compensation for any loss resulting from the failure to perform the obligations under the contract or in the event of termination of the contract or in any event as the SBIIMS/SBI thinks fit and proper.

16. Award of contract:

16.1 The SBIIMS/SBI will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined as successful evaluated tender, provided further that the tender is determined to be qualified to perform the contract satisfactorily .

16.2 The SBIIMS/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 SBIIMS/SBI.

17. COMMENCEMENT OF SERVICES

The Contract shall become legally binding and in force only upon :

17.1 Submission of Performance Bank Guarantee in accordance with **Clause 15**

17.2 The Contractor shall commence services in SBIIMS/SBI's commercial premises within 21 days from the date of issue of Work Order.

18. CONTRACTOR'S OBLIGATIONS

18.1 The Contractor shall provide services at SBIIMS/SBI's commercial premises as per Schedule of Requirements by the SBIIMS/SBI during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the SBIIMS/SBI from time to time.

18.2 The Contractor shall provide services through its uniformed and trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Contractor only and the SBIIMS/SBI shall not in any manner be liable and all statutory liabilities (such as ESI & PF etc.) shall be paid for by the Contractor.

18.3 The SBIIMS/SBI shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the any personnel with prior intimation to the SBIIMS/SBI, emergencies, exempted.

18.4 The Contractor shall cover its personnel for personal accident and death whilst performing the duty and the SBIIMS/SBI shall own no liability and obligation in this regard.

18.5 The Contractor shall exercise adequate supervision to reasonably ensure proper performance of Services in accordance with Schedule of Requirements.

18.6 The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same.

18.7 The personnel of the Contractor shall not be the employees of the SBIIMS/SBI and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.

18.8 The Contractor shall provide minimum of two sets uniform, One pair of shoes and identity card etc. to its personnel.

18.9 The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc.

18.10 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.

18.11 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the SBIIMS/SBI.

18.12 The Contractor shall not employ any person below the age of 18 years. Manpower engaged shall be trained for providing the desired services.

18.13 The service provider will be solely responsible for the employment of persons and payment of salaries, allowances and other benefits to his labourers and SBIIMS/SBI shall in no way responsible for the same. He should not wait for the SBIIMS/SBI's payment to pay to his labourers.

18.14 In case any workman of the service provider suffers injury / damage or meets with an accident during the discharge of duties, the entire cost of compensation should be borne by the contractor and SBIIMS/SBI shall stand indemnified against any such claim for compensation.

18.15 Proper substitute arrangement is required to be made against absenteeism.

18.16 In case the Manpower provided by the successful tenderer are found at fault, the successful tenderer should visit the site immediately to take control of the situation.

18.17. The Department shall not be responsible fully or partly to any labour or other dispute that may arise between successful tenderer and their staff.

19. CONTRACTOR'S LIABILITY

19.1 The Contractor shall completely indemnify and hold harmless the SBIIMS/SBI and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the manpower services to the SBIIMS/SBI.

19.2 The Contractor shall not be liable in any way whatsoever and the SBIIMS/SBI hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:

19.2.1 Caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;

19.2.2 consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any

cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of Services to the SBIIMS/SBI.

19.3 The Contractor shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, SBIIMS/SBI shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the SBIIMS/SBI may sustain in consequence or arising out of such replacing of the contract.

20. INSURANCE:

The registered **agency shall arrange for ESIC/ Workmen's Compensation Insurance** as required by Law and undertake to indemnify and keep indemnified the SBIIMS/SBI from against all manner of claims and demands and losses and damages and cost (including between Attorney and SBIIMS/SBI) and charges and expenses that may be in regard to the same or that the SBIIMS/SBI may suffer or incur with respect to and / or incidental to the same.

21. SBIIMS/SBI'S OBLIGATIONS:

21.1 Except as expressly otherwise provided, the SBIIMS/SBI shall, at its own expense, provide timely, all the required equipment and facilities at the location(s) where the Services are to be provided required to enable Contractor's employees to carry out the Services.

21.2 The SBIIMS/SBI shall comply with and fulfil the recommendations (if any), if deemed necessary by the SBIIMS/SBI, made in writing by the Contractor in connection with the performance of the Services. The SBIIMS/SBI shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor's employees or agents in connection with the Services as soon as possible after the SBIIMS/SBI becomes aware of them.

21.3 To enable the Contractor to provide the services, the SBIIMS/SBI shall ensure that their staff is available to provide such assistance.

21.4 The SBIIMS/SBI shall not be under any obligation for providing empanelment to any of the personnel of the Contractor after the expiry of the contract. The SBIIMS/SBI does not recognize any employee employers relationship with any of the workers of the Contractor.

22. TERMINATION

This Contract may be terminated by either party by giving written notice of two months to the other if

22.1 The other party is in material breach of its obligations under this Agreement and / or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or

22.2 The Contract may be terminated by the SBIIMS/SBI by giving written notice to the Contractor, if:

22.2.1 In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the SBIIMS/SBI shall have the right to cancel the Contract without assigning any reason thereof.

22.2.2 The Contractor does not provide services satisfactorily as per the requirements of the SBIIMS/SBI or / and as per the Schedule of Requirements

22.2.3 The Contractor goes bankrupt and becomes insolvent.

23. INSOLVENCY

23.1 The competent authority of the Office of the **SBI/SBIIMS, Mumbai** 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:-

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

i) 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.

ii) If the contractor commits any breach of this contract not herein specifically proved 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 SBIIMS/SBI and provided also that the contractor shall be liable to pay the SBIIMS/SBI for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

24. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

24.1. **"**Force Majeure**"** shall mean any event beyond the control of SBIIMS/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:

(i) War, hostilities, invasion, act of foreign enemy and civil war;

(ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;

(iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;

(iv) Earthquake, fire, flood or cyclone, or other natural/ manmade disaster.

(v) Unprecedented rise in minimum wages considering average hike over last 10 years.

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:

24.2 the date of commencement of the event of Force Majeure;

24.3 the nature and extent of the event of Force Majeure;

24.4 the estimated Force Majeure Period,

24.5 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.

24.6 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.

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

25. 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.

25.1 Any effort by the tenderer to influence the SBIIMS/SBI in the SBIIMS/SBI's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Tenderer's bid.

26. PAYMENTS

26.1 After selection of the Successful bidder as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor by the SBIIMS/SBI for the services rendered.

26.2 The prices in the Price Schedule shall be exclusive of any service tax, education cess, secondary and higher education cess or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.

26.3 The Contractor shall raise invoice per month and submit the same to SBIIMS/SBI by 5th of every following month. The SBIIMS/SBI shall make all endeavour to make payments within 15-20 days from the date of the receipt of the invoice, to the Contractor.

26.4 No price escalation, except Price Variation/ Escalation clause shall be entertained by the SBIIMS/SBI.

26.5 In addition to the Contract payments, the SBIIMS/SBI shall pay seperately for any additional services required by the SBIIMS/SBI, which are not specified in the ***Price Schedule,*** the cost for which will again be mutually decided by the SBIIMS/SBI and the Contractor.

26.6 All payments shall be made in Indian Currency by means of an Account Payee Cheques/ RTGS/ NEFT only.

26.7 SBIIMS/SBI shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. SBIIMS/SBI shall provide a certificate certifying the deduction so made.

26.8 No payment shall be made in advance nor will any loan from any bank or financial institution be recommended on the basis of the order of award of work.

27. Corrupt or Fraudulent Practices

27.1 The SBIIMS/SBI as well as Tenderer shall observe the highest standard of ethics during the procurement and execution of such contracts.

27.2 “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.

27.3 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 SBIIMS/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 SBIIMS/SBI of the benefits of free and open competition.

27.4 "Collusive practice" means a scheme or arrangement between two or more tenderer, with or without the knowledge of the SBIIMS/SBI, designed to establish tender prices at artificial, non competitive level; and.

27.5 "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.

27.6 "The SBIIMS/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;.

27.7 The SBIIMS/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.

28. LABOUR LAW COMPLIANCES

28.1 The engagement and employment of labours and payment of wages to them as per exiting provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.

28.2 The Contractor shall abide by all labours laws, laws related to EPF Organization, ESI Corporation, Workmen Compensation Act. The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonuses.

28.3 The contractor shall be liable for any legal dispute / case/ claims that arises or may arise during currency of the contact due to non-compliances of labour or other related laws.

28.4 The contractor shall be responsible for compliance of all the laws rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/worker engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past 'or' may arise during the course of performance of contract.

28.5 The Contractor shall submit periodical returns as may be specified from time to time.

29. OFFICIAL RECORD :

29.1 The Contractor shall maintain complete records of its employees.

29.2 The Contractor shall maintain a personal file in respect of all the staff who is deployed in SBIIMS/SBI's office. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, commercial address (Temporary/ Permanent), ID proof etc. and all grievances recorded by the staff vis-à-vis action taken etc.

30. PENALTIES

30.1 The Contractor shall disburse salary to its deployed manpower inclusive of DA, if

any, 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 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 SBIIMS/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 SBIIMS/SBI will have the power to appoint any other agency for the manpower services at the risk and cost of the Contractor.

30.2 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.500/- per absentee per day shall be deducted from the bill(s).

30.3 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 SBIIMS/SBI shall make deductions at double the rate of hiring rate on pro-rata basis from the bills preferred by the Vendor or that may become due to the Vendor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the SBIIMS/SBI.

31. ADDITIONAL CONDITIONS

31.1 **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.

31.2 **Arbitration:**

In the event of failure to settle the dispute amicably between the parties, the same shall be referred to the sole arbitrator (insert name and designation of the officer), Government of Maharashtra. The award passed by the sole Arbitrator shall be final and binding on the parties. The arbitration proceedings shall be carried out as per the Indian Arbitration and Conciliation Act, 1996 and the rules made hereunder.

31.3 **Governing Language:**

English language version of the contract shall govern its interpretation.

31.3 **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.

31.3 **Indemnification:**

The contractor shall indemnify the SBIIMS/SBI against all actions, suit, claims and demand or in respect of anything done or omitted to be done by contractor in connection with the contract and against any losses or damages to the SBIIMS/SBI in consequence of any action or suit being brought against the contractor for anything done or omitted to be done by the contractor in the execution of the contract.

31.6 **Jurisdiction**

All the suits arising out of the contract shall be instituted in the court of competent jurisdiction situated in Mumbai only and not elsewhere.

31.7 **Saving clause**

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

32. Price Variation Clause :

a. Price variation for Labour component: It will be given, based on the actual rise in the minimum wages structure, as per applicable notifications issued by the Central/ State Govt, whenever applicable along with the statutory compliance. After occurrence of any such incidence, the Contractor will raise a separate bill, quarterly, clearly showing the difference in minimum wages between the current minimum wage and during the time of bidding, the calculation of statutory compliances and the Service charge of the Contractor @ the same percentage as quoted/ mentioned in the Price bid. However, all taxes will be mentioned separately and paid by the SBI at actual as applicable. The SBI/SBIIMS will scrutinize the calculations and make all endeavour to pay the dues within 21 days from submission of the bill.

b. Price Variation on Material Component, pest control, housekeeping & horticulture: No escalation of Material component will be allowed during the contract period of 3 Years.

c. The Cost of replacement of any need based items/ spare parts/ oil/ Lubricants/ refilling of Freon gas in ACs/ Refrigerators etc, will be paid at actual cost + 10% handling charges, subject to prior approvals of authorities of SBIIMS/SBI.

33. Validity of Contract :

The contract, if awarded shall be valid for a period of 3 Years from the date of award of work. Subject to continues satisfactory performance. In case of breach of contract or in the event of not fulfilling the minimum requirements/ statuary requirement/ satisfactory services etc., the Bank shall have the right at any time to terminate the contract forth with in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative action for black listing etc. solely at the discretion of the competent authority of the SBIIMS/SBI.

Annexure-7

Articles of Agreement

This AGREEMENT is made at Mumbai on this _____ day of _____ between SBI, a statutory body established under Incorporated under the State Bank of India Act, 1955, having its Head Office at Nariman Point, Mumbai, represented by its authorized officer of SBI (hereinafter called "the Employer") on the one part and_____(proprietorship/partnership firm/Company), 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 by its Board of Directors on the other part.

AND WHEREAS the Employer has intention of engaging a contractor to provide certain services at their commercial buildings at Mumbai at locations specified in the tender documents no……

AND WHEREAS the Employer had called for tenders from eligible contractors to provide services at Bank's commercial buildings at Mumbai 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 providing of Integrated Facility Management Services (IFMS) at the Bank's commercial buildings at Mumbai 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) The charges of Rs. _____ (Rupees_____ only) covering the cost of manpower for efficient rendering of the maintenance services shall be payable on monthly basis subject to submission of bill/ invoice. Materials / fittings/ fixtures shall be arranged by the contractor and paid by the Bank at prevailing market Rates or any approved rates of the Bank. The contractor has to take necessary approval of rates, make and model before installation from the banks Official. payment thereon will be made after the same is duly certified by the Bank's officials to the effect that the maintenance services have been provided satisfactorily, subject to statutory deductions.

c) The above charges does not include Service tax, any other tax and duty or other levy, 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:

• Ensure submission of police verification certificates for all the personnel deployed in the Officers' Buildings.

• Ensure that he deploys trained and competent persons who are physically fit (i.e. between age 18 year to 50 year 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.

• 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.

• The Contractor shall ensure timely payment of wages/salary to the persons employed by him 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 Contact Labour (Regulation and Abolition) Act, 1970, are complied with, by him.

• 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, animals or any other things.

• 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 behaviour 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.

• 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.

• 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 contractors obligations.

• Be liable for any damage caused to the Bank or its 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.

• Supply of biometric access attendance system in each colony and identity cards to his/ her employees or agents who shall be doing the subject job at the Bank's premises. All the employees and agents should bear the identity card at all times, while they are working in the Bank's premises.

• 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 besolely responsible for providing all such amenities to their employees admissible under the relevant Law/Rules/Service conditions.

• The Contractor shall obtain license, if any, required under the Maharashtra State Government Law or Central Government Law as applicable in case of the services covered under this contract.

• The Contractor shall provide skilled electrical workmen staff having wiremen's license and electrical supervisors licence.

• All staff deployed by the contractor shall be provided uniform and safety shoes/footwear etc., once in a year.

C.TERMINATION OF AGREEMENT:

1. Without prejudice to what is contained hereinabove, the SBIIMS/Bank shall at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice without assigning any reason and without payment of any compensation, if

a) In the opinion of the SBIIMS/Bank (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

b) The contractor commits a breach of any terms and conditions of this agreement and /or

c) For any reason whatsoever, the contractor becomes disentitled in lay to perform his obligations under this agreement and/or

d) 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.

2. 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.

D. STAMP DUTY:

The contractor shall bear the stamp duty on the original of this agreement, which shall be executed in duplicate, and the SBIIMS/SBI shall retain the original and the contractor shall retain the duplicate.

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

F. The contractor shall indemnify and keep indemnified the SBIIMS/SBI against all losses and claims, damages or compensation for breach of any provisions of 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, materials 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.

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 Mumbai.
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.
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.
N. The term "Architect" in the said conditions shall mean authorized officer of SBI, Mumbai and on his ceasing to be the architect for the purpose of this Contract for whatever reason, such other person or persons as shall be nominated for that purposes by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Employer PROVIDED ALWAYS that no person or perhaps persons subsequently appointed to be architect under this Contract shall be entitled to disregard or overrule any previous decisions or approval or direction given or expressed in writing by the architect for the time being.
O. The said Conditions and Appendix 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.

<table>
<tr><td>If the contractor is a partnership or an Individual.</td><td rowspan="2">IN WITNESS WHEREOF The Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written.
IN WITNESS WHEREOF
The Employer has set its hands to these presents through its duly authorised official and the Contractor has caused its common seal to beaffixed hereunto and the said duplicate/ has caused these presents and the said two duplicatehereof to be executed on its behalf,the day and year first hereinabove written.</td></tr>
<tr><td>If the contractor is a company</td></tr>
</table>

Signed and delivered by SBI, Mumbai.
(Name and Designation)
In the presence of:

Witnesses:
1._____

Address:

2.

_____

Address:

If the party is a Partnership firm or individual:(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)

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

ANNEXURE - 8

SECURITY DEPOSIT FORM

Place: _____.
Date:_____.

(On non-judicial stamp paper of Rs.-------/-)

BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

B.G.No._____ Value Rs._____

State Bank of India,
(Address)

Sub: Bank Guarantee of Rs_____towards Security Deposit for the work Of State Bank of India.

(Name of Branch/Office)

Dear Sir,

WHEREAS (Name and address of contractor/ vendor) (hereinafter called the Contractor) have entered into contract for (Name of Work)with State Bank of India (SBI) as mentioned in the letter of SBI's Consultants (Name & address of consultants) vide their letter No…….. dated ……..And the correspondence and tender relaying thereto which is hereinafter referred to as "the said contract" the Contractor has now agreed to produce a Bank Guarantee amounting to 5% of the annual contract value less earnest money deposit of Rs……(Rupees only), to State Bank of India for performing their part of the contract obligations.

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

AND WHEREAS (Name of Bank and its branch) having their office at (address) the Guarantor, at the request of the contractor hereby furnishes a PBGin favour of State Bank of India and Guarantees in the manner hereinafter appearing. In consideration of the premise, we (name of Bank and its branch) having our office at (address) here after called the "Guarantor" (which expression shall include it successors and assigns) hereby expressly, irrevocably &unreservedly undertaken and guarantee under that if the Contractor fails to execute the work according to his obligations under the said contract, then

notwithstanding any dispute between State Bank of India and the contractor the Guarantor shall, on demand without demur and without reference to the contractor pay to State Bank of India immediately any sum claimed by State Bank of India under the said contract up to a maximum amount of Rs._____ (Rupees only).

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

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

(ii) The Guarantor shall not be discharged or released from the undertaking and Guarantee, by any arrangement, variations made between SBI and the Contractor and or indulgence shown to the contractor by SBI, with or without the consent and knowledge of the guarantor or by alterations in the obligations of the contractor by any forbearance, whether as to payment, time performance or otherwise.

(iii) This guarantee shall remain valid until or as may be caused to be extended by the contractor or until discharged by SBI in writing whichever is earlier.

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

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

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

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

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

(ix) Any notice by way of request and demand or otherwise here under may be sent by post or any other mode or communication to the guarantor addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in providing such notice when given by post it shall be sufficient to prove that the envelope containing

the notice was posted and a certificate signed by an officer of SBI that the envelope was so posted shall be conclusive.

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

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

This guarantee will remain valid upto _____unless a demand or claim under this guarantee is made in writing on or before _____ the guarantor shall be discharged from all liability under the guarantee thereafter.

Dated the …….
For (Name of Bank)
(Signature/s with designation/s of signatory/ies)

(Name and Stamp of Bank)

Mandatory Proforma – 1 to be submitted in (Envelop no. 1)

Sr. No.	Documents Submitted
1	Limited / Private Limited Company, registration under the Companies act, 1956
2	Registration with the Income Tax and also registered under the Labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation.
3	Application Form
4	Annexure-1 (Tender Form)
5	Annexure-2 (Annual Turnover Statement)
6	Annexure-3 : Proforma for Major Similar Work completed.
7	Annexure-4 : Proforma for Major Similar Work completed in govt./semi govt/PSUs
5	Annexure 5- Proforma For List Of Major Works On Hand.
6	EMD and Tender documents Fees (if downloaded from the website).
7	Audited Balance Sheet 2013-14, 2014-15 & 2015-16
8	Notarized copy of Central Excise Registration Certificate. In case of exemption, notarized copy of the exemption is mandatory.
9	Power of attorney, resolution of board etc. authorizing an officer of the tenderer
10	Authorization letter nominating a responsible person of the tenderer to transact the business with the SBIIMS/SBI
11	VAT/ Service tax Registration certificate
12	Latest copy of the VAT/ ST return submitted
13	ANY OTHER INFORMATION RELATED TO TENDER which is required to be submitted as per the tender document.
14	All documents required as per minimum eligibility criteria Clause 2.0
15	Solvency Certificate.