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

Part – I
(Technical Bid)

TENDER FOR PROVIDING INTEGRATED FACILITY MANAGEMENT SERVICES FOR STATE BANK OF INDIA TOP EXECUTIVES RESIDENTIAL BUILDINGS AT SAMRUDDHI APARTMENTS, SION LOCATED IN MUMBAI

Name of The Tenderer: ……..

Address: ……..
……..
……..

GSTIN: ……..

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Contractor's Signature with seal

NOTICE INVITING TENDER

SBI Infra Management Solutions Pvt. Ltd., Ground Floor, Raheja Chambers, Free Press Journal Marg, Nariman Point, Mumbai – 400 021 on behalf of State Bank of India, Mumbai invite two-bid tenders from Facility Management Contractors for the Tender for Providing Integrated Facility Management Services for State Bank of India Top Executives Residential Buildings at Samruddhi Apartments, Sion located in Mumbai

2. The other details of the tender are as under:

1.	Name of Work	Tender for Providing Integrated Facility Management Services for State Bank of India Top Executives Residential Buildings at Samruddhi Apartments, Sion located in Mumbai
2	Cost of Tender Documents cum processing Fee (Non-refundable)	**Rs. 10,000/- (Rupees. Ten Thousand Only)** non-refundable to be deposited along with Tender Part-A in the form of Demand Draft issued by any Nationalised/Schedule Bank drawn in favour of **"SBI Infra Management Solutions Pvt. Ltd."** payable at Mumbai.
3	Earnest Money Deposit (EMD)	**Rs.1,33,000/- (Rupees One Lakh Thirty Three Thousand Only)** in the form of Demand Draft issued by any Nationalised/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.
4	Security Deposit (ISD)	The successful Contractor whose tender is accepted by the Bank shall be bound to deposit a sum equivalent to 5% of accepted "Annual Contract Value" including EMD as Security Deposit (SD) in the form of banker's Cheque/demand draft issued by any Nationalised/Scheduled Bank favouring **"SBI Infra Management Solutions Pvt. Ltd."** payable at Mumbai. The contractor may choose to deposit the said Security Deposit (SD) in the form of Bank Guarantee (BG) of equivalent amount issued by any Nationalized / Scheduled Bank as per the SBIIMS/Bank's approved format.
5.	Date for Downloading of Tender Document (Technical and Price Bid)	8.6.2018 to 22.06.2018 from Bank's Website: **www.sbi.co.in** <LINK>Procurement News
6	Last date and time for receipt of written queries for clarification from bidders in Pre-bid meeting.	At 12.00 Noon on 25.06.2018
7	Pre-Bid Meeting	At 3.00 PM on 26.06.2018 at address mentioned hereinafter. (Only written queries submitted by the bidders till stipulated date and time shall be discussed and clarified in the meeting)
8	Date of posting of clarifications on the Bidder's queries.	27.06.2018 (Clarifications, if any, shall be posted only on the Bank's website. No individual communication shall be provided to the Bidder).

9	Last date & time for submission of Technical bid along with EMD, Cost of tender document cum processing Fee and other documents as specified in the tender.	Up to 03:00 PM on 29.06.2018 Note: 1. It is sole responsibility of the bidder to ensure submission of their bid by stipulated date and time at specified address. The SBIIMS Pvt. Ltd. shall not entertain bids received late due to any delay on account of delivery by the courier agency/speed post or any other mode for the reasons whatsoever. 2. Tenders received without EMD and / or Tender Processing Fee shall be summarily rejected.
10	Address for submission and opening of Technical bid.	Vice President & Vertical Head (FM), SBI Infra Management Solutions Pvt. Ltd., Ground Floor, Raheja Chambers, Free Press Journal Marg, Nariman Point, Mumbai-21.
11	Date and Time of Opening of Technical Bid	11.00 am on 30.6.2018 at SBIIMS Head Office.
12	Date and Time of submission of **Online Price-Bid** **Note**: The bidders qualified and found eligible in Technical bid evaluation shall only be eligible to quote Price Bid.	*The bidders qualified and found eligible in Technical bid evaluation shall only be eligible to quote Price Bid and will be advised individually through Email. Price Bid will be uploaded on Service Provider's portal https://tenderwizard.com/
13	Date and Time of Opening of Online Price Bid	Through online e-tendering process hosted by Service Provider M/s Antares Systems Pvt Ltd., Bangalore Website: https://tenderwizard.com/SBIETENDER
14	Validity for Offer	3 (three) months from the date of opening of price bid
15	Date of Commencement of Work	1st Day of Succeeding month of the Work Order
16	Penalty/Liquidated damages	As per relevant clause in the tender document
17	Period of Honoring Payment Certificate	15 days from the date of receipt of bill (excluding Sunday and Public Holidays).
18	Insurance	As per insurance clause of the tender document

3. 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.

*4. Tenders received without EMD and Non-Refundable Cost of Tender Documents shall be summarily rejected and such bidders **shall not be allowed** to participate in the online price bidding process.*

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

Contractor's Signature with seal

6. Tenders can be downloaded from www.sbi.co.in (link) <Procurement News>.It shall be responsibility of the Vendor to arrange and ensure that all pages of technical and financial bid are properly bound separately. Tenders in loose pages shall be disqualified.

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

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

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

8. Conditional tenders shall be summarily rejected.

Vice President and Vertical Head (FM)

Contractor's Signature with seal

ELIGIBILITY CRITERIA

ANNEXURE-A

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

Sr. No.	Eligibility Criteria	Documents to be submitted
1	The bidder must be a Firm / Proprietary / Partnership/ Company registered under Companies Act with an experience of minimum 07 years in the field of Housekeeping, Maintenance and Gardening.	-In case of Proprietorship concerns copy of Shop License/Registration and the GST Registration certificate. -In case of firms, Copy of the firm registration Certificate and GST Registration. -In case of company, copy of certificate of incorporation issued by Registrar of Companies and full address of the registered office plus GST registration certificates.
2	Three Similar Completed works Each one having "Annual Contract Value" not less than Rs.53.00 Lakh Or Two Similar Completed works Each one having "Annual Contract Value" not less than Rs.66.00 Lakh. Or One Similar Completed work having "Annual Contract Value" not less than Rs.106.00 Lakhs. In commercial building	Copy of the work order and work completion certificates issued by the principal Employers specifying following information relating to the works carried out during the period from 01/04/2013 to 31/03/2018: 1. Scope of work. 2. Contract value. 3. Area of the building. 4.No. of staff deployed by the contractor for the contract. 5.Period of the contract for completed. 6.Monthly payment
	Note: "Similar Completed Work" under this clause shall mean successful completion of Integrated Facility Management and House Keeping Services work for the Public-Sector Banks, Financial Institutions, Central & State Govt. departments/Organisations, Public Sector Undertakings etc.	
3	The bidder should have a minimum average annual turnover of Rs.40.00 Lakh for the last three years (as on 31-03-2018). Audited / Certified Balance Sheet (by Charted Accountant) for the years 2015-2016, 2016-2017, 2017-2018 (provisional / audited) establishing the turnover criteria should be submitted.	(i) Copies of the audited P&L Account and Balance Sheet duly Certified by the Charted Accountant including 3CA/3CD and auditor notes and accounts. (ii) Copies of returns submitted to the Tax authorities such as IT & Service Tax etc. (iii) Any return submitted to the labour Commissioner.
4	The Bidder should not have incurred loss in last 3 years ending on 31st March 2017.	

Contractor's Signature with seal

5	The applicant should have a solvency of Rs.40.00 Lakh certified by a Scheduled Commercial Bank. The Solvency Certificate should not have been obtained earlier than 1ST April 2018.	Copy of the Original Solvency Certificate should be attached.
6	Tenderers should have applicable and **valid registrations** with statutory authorities, viz. Income Tax, Goods & Service Tax, Labour License under section 12(1) of then contract Labour regulation and Abolition) Act, 1970., Employees Provident Fund Organisation (EPF), Employees State Insurance (ESI) Corporation, PAN etc.	Certified copies of supporting documents to be attached.
7	The Tenderer should have constituted a Sexual Harassment Committee under the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.	Suitable certificate/affidavit to be attached.
8	Bidder should have Office at Mumbai or should able to open office in Mumbai within 2 months of receiving work order.	Address Proof of the firm should be submitted.
9	Bidder should not have been disqualified / debarred / blacklisted from any Governments, Semi-governments, PSUs, Banks including any of the Offices/Branch of State Bank of India/SBIIMS Pan India.	Suitable declaration to be submitted on the Letter Head of the Firm duly signed by the Authorised Signatory only
10	The Tenderer should have valid certificate from the Health Department and Food Safety and Standards Authority of India (FSSAI) for Catering Services	Certified copies of supporting documents to be attached.

Copies of the Documentary evidences 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.

We have read and understood the abovementioned prequalification criteria and shall abide by the same.

Signature of the Contractor
With Seal

TECHNICAL BID EVALUATION MATRIX

ANNEXURE-B

(A) TECHNCIAL BID EVALUATION: Part-I

Maximum Score for Part-I of Technical Bid Evaluation: 100 Marks
Minimum marks required for qualifying in the Part-I (Technical Bid Evaluation): 60 Marks

1. Technical bid of the Bidder will be evaluated on the basis of the information duly supported by the documents submitted and on the basis of the following evaluation matrix.
2. During the Technical evaluation, each bidder will be assigned marks, out of total of 100 marks, as per the criteria below: -

(i)	**Place of Registration**	**Max 10 Marks**
	(a) Registered/Corporate Office / Branch in Mumbai /Thane/Navi Mumbai	10 Marks
	(b) Office outside Mumbai /Thane/Navi Mumbai	3 Marks
(ii)	**Number of Years in Operations**	**Max 10 Marks**
	(a) More than 7 years and up to 10 years	5 Marks
	(b) More than 10 years and up to 15 years	7 Marks
	(c) More than 15 years	10 Marks
(iii)	**Average Annual Turnover of** Project Cost	**Max 10 Marks**
	(a) More than 40 Lakh and up to 80 Lakh	5 Marks
	(b) More than 80 Lakh and up to 120 Lakh	8 Marks
	(c) More than 120.00 Lakh	10 Marks
(iv)	**Working Experience**	**Max 10 Marks**
	(a) Executed similar work of PSU Banks/ Public Sector Undertakings/Organisations	10 Marks
	(b) Other Govt Department etc.	5 Marks
(v)	**Value of Single Largest Project Completed in Last 7 Years**	**Max 10 Marks**
	(a) More than 54 Lakh and up to 100 Lakh	5 Marks
	(b) More than 100 Lakh and up to 150 Lakh	7 Marks
	(c) More than 150 Lakh	10 Marks
(vi)	**Value of Single Largest Project In Hand**	**Max 10 Marks**
	(a) More than 54 Lakh and up to 100 Lakh	5 Marks
	(b) More than 100 and up to 150 Lakh	7 Marks
	(c) More than 150 Lakh	10 Marks
(vii)	**Manpower on Payroll**	**Max 10 Marks**
	(a) More than 45 and up to 75	2 Marks
	(b) More than 60 and up to 100	5 Marks
	(c) More than 100	10 Marks

Contractor's Signature with seal

(viii)	**Quality Related Marks**	**Max 10 Marks**
	(a) ISO	2.50 Marks
	(b) SA 8000	2.50 Marks
	(c) OHSAS 18001/ Any other International Accreditation Certificate	5.00 Marks
	(d) Not available	0.00 Marks
(viii)	**Performance Certificates from the PSU/Govt Principle Employers as per**	**Max 15 Marks**
	(a) If outstanding performance Certificate from more than 3 Principle Employer have been Issued and submitted for project above 100 Lakh	15 Marks
	(b) If Outstanding Performance submitted from 2 Employers for project above 100 Lakh	7 Marks
	(c) If less than 2 or no Certificate submitted as above	0 Marks
(ix)	**Constitution of Firm**	**Max 5 Marks**
	(a) Public Ltd.	5 Marks
	(b) Private Ltd./LLP	4 Marks
	(c) Partnership	3 Marks
	(d) Others	2 Marks

3. Information required from point number (i) to (ix) above should be supported with certified/attested copies of the relevant documents confirming compliance of Technical bid evaluation criteria by the tenderer for evaluation.

4. Out of the various bidders achieving minimum 60 Qualifying marks in the Technical Bid Evaluation Part-1 above, maximum Top 7 bidders shall be shortlisted for their further Site Visit based evaluation as per the Parameters mentioned in the Technical Bid Evaluation Part-II vide annexure-D.

We have read and understood the abovementioned prequalification criteria and shall abide by the same.

Signature of the Contractor
With Seal

(B) TECHNICAL BID EVALUATION (SITE VISIT): PART-II

ANNEXURE- C

Maximum Score for Part-II (Site Visit):	100 marks
Minimum marks required for qualifying in the Part-II (Site Visit):	60 marks

Site visit by a panel from the Bank to one or more sites out of the sites whose reference is given by the bidder.

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

		Max. Marks 20
i.	Quality of services	
	(a) Level of general cleanliness	0 to 5 Marks
	(b) Quality of cleaning & Maintenance of toilets	0 to 5 Marks
	(c) Use of technology in complaint redressal	0 to 5 Mark
	(d) Mechanization of operations	0 to 5 Mark
ii.	Scope of the services covered in the Contract:	**Max. Marks 40**
	(a) Only Housekeeping,	10 Marks
	(b) Housekeeping with Horticulture	20 Marks
	(c) Housekeeping, Horticulture, Civil & Plumbing Maintenance services.	30 Marks
	(d) Same as (c) above but also include Catering Services and maintaining guest houses.	40 Marks
iii.	Maintenance of site records	**Max. Marks 40**
	(a) Maintaining computerised Inventory and Complaint monitoring system	40 Marks
	(b) Same as (a) but maintaining manually	15 Marks
	(c) No record maintained	0 Marks

Only those bidders shall be allowed to participate in the Price Bidding for this project who will achieve minimum qualifying 60 marks in Technical Bid Evaluation Part –II of the TECHNICAL BID EVALUATION (MATRIX).

Note: For the purpose of qualifying a bidder for the project, the Bank will use criteria and information in addition to what has been asked above for evaluation. This would include, but may not be limited to, verification of references given by the contractor, evaluation of contractor's existing work by making site visits, obtaining confidential performance reports/feedback/credentials from the present as well as previous employers etc.

We have read and understood the abovementioned prequalification criteria and shall abide by the same.

Signature of the Contractor
With Seal

ANNEXURE- D

(C) EVALUATION OF PRICE BID

1. The Bidders qualified in the Technical Bid evaluation as above shall only be allowed to participate in the online price bidding through Service Provider's Portal mentioned hereinbefore.
2. The award of contract will be made to the bidder whose bid has been determined to be the lowest, responsive and complying all the prequalification and statutory criteria stipulated in the Technical Bid, Price Bid as also the receipt of satisfactory confidential reports sought from the present/previous employer.
3. The SBIIMS reserve their rights to accept any or to reject all the bids without assigning any reasons therefor and no correspondence shall be entertained in this regard.

We have read and understood the abovementioned prequalification criteria and shall abide by the same.

Signature of the Contractor
With Seal

Name: …….

Place: ……..

Date: ……

Annexure-1

APPLICATION FORM

1	Name of the organization	:
2	Address	:
3	Name, Telephone Nos. including Mobile and e-mail id of contact person	:
4	Fax No.	:
5	Constitution of the Firm (whether Public or private company / firm / Proprietary)	:
6	Year of Establishment (Supporting document to be submitted)	:
7	Whether registered with the Registrar of Companies / Registrar of firms (if so, mention number and date and supporting documents to be submitted)	:
8	Registration with Govt. Authorities	
	a. Income-tax (PAN) No.	:
	b. Goods & Service tax no. (GST)	:
	c. EPF Registration No.	:
	d. ESI Registration No.	:
	e. Contract Labour	:
9	Names of Directors / Proprietor / Partners / Associates	:
10	Bio-data of Directors / Partners / Associates, Details may be given in the format mentioned below	:
11	Amount of service tax/GST paid year-wise during last 3 financial years ending 31.03.2018	:

Contractor's Signature with seal

12 Details of Similar works completed during the last 7 years (Details may be given in the enclosed format - Form 'B') :

13 Details of under execution / awarded (Details may be given in the enclosed format - Form 'C') :

14 List of Professionals / Technical / Non-technical Personnel employed permanently (Details may be given in the enclosed format - Form 'F') :

15 Details of Plant & Machinery / Manufacturing unit/ tools / equipment owned by the company (Details may be given in the enclosed format - Form 'G') :

16 Banker's Name & address (Enclose solvency certificate from the bankers) :

17 Latest Income Tax Clearance Certificate to be enclosed. :

18 List of empanelment / enlistment / registration with other Organizations / statutory bodies etc. (If so, furnish their names, category and date of registration)

Name of the Organization	Category	Year since empanelled

19 Annual turnover for the last 3 financial years (year-wise) ending 31.03.2018

Contractor's Signature with seal

Financial Year	Annual Turnover
FY 2017-18	
FY 2016-17	
FY 2015-16	

20 Name and address of the persons who will be in a position to certify about the quality as well as performance of your firm :

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

Signature of the applicant with seal

Date:

Place:

Annexure-2

BIO-DATA OF THE DIRECTORS/PARTNERS/ KEY ASSOCIATES

1.	Name	:
2.	Date of Birth	:
3.	Associates with the organization since:	
4.	Professional Qualification	:
5.	Professional Experience	:
6.	Professional Affiliation	:
7.	Membership in	:
8.	Details of Published papers in Magazine / Journals (if any)	:
9.	Details of cost effective methods/innovative techniques adopted in the project	:
10	Exposure to new material / technology	:

Signature of Applicant with Seal

Annexure-3

FINANCIAL INFORMATION

I. BANK DETAILS

Name of the Bank :
Branch with Address :

City :
Contact Person in the Bank:
Contract Details :

II. DETAILS OF CHARTERED ACCOUNTANT

Name :
Address :

Registration details of accountant :
Contact Number :
E-mail address :

III. FINANCIAL ANALYSIS – Details to be furnished duly supported by figures in Balance Sheet/Profit and Loss Account for the last Five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income-Tax Department (Copies to be attached).

SN	YEARS	2013-14	2014-15	2015-16	2016-17	2017-18
(i)	Gross Annual Turnover in Facility Management Works					
(ii)	Profit/Loss					
(iii)	Financial Position					
	a. Cash					
	b. Current Assets					
	c. Current Liabilities					
	d. Working Capital (b-c)					
	e. Current Ration					
	f. Acid Test Ratio (Quick Assets/Current Liabilities (a/c))					

IV. Income Tax Clearance Certificate
V. Solvency certificate from Bankers (Schedule Bank) of Applicant.
VI. Financial arrangements for carrying out the proposed work

Signature of Charted Accountant with seal

Signature of Applicant with Seal

Annexure-4

DETAILS OF ALL 'SIMILAR' WORKS COMPLETED DURING THE LAST SEVEN YEARS ENDING BY 30ST APRIL 2018.

(Enclose supporting documents i.e. Work order and Satisfactory Completion Certificate Obtained from the Clients)

S. No.	Name of Work	Name of the Client (with Brief Address of Concerned Office & Contact No. and e-mail ID)	Type of Client / Owner Mention Govt. / Semi Govt. / PSU / Bank	Date of Agreement with Client	Location and Scope of the Work	Actual Value of the Work	Date of commencement as per contract & actual date of Commencement	Stipulated Date of completion & Actual date of completion	Litigation/ Arbitration pending/ In progress with details (if any)

(Add separate sheet if required)

Note:

1. For certificates, the issuing authority shall not be less than an Executive Engineer in charge.

Signature of Applicant with Seal

Annexure-5

DETAILS OF ALL 'SIMILAR' WORKS ON HAND - UNDER EXECUTION OR AWARDED.

(Enclose Copies of Work Orders Issued by Clients)

S. No.	Name of Work	Name of the Client (with Brief Address of Concerned Office & Contact No. and e-mail ID)	Type of Client / Owner Mention Govt. / Semi Govt. / PSU / Bank	Date of Agreement with Client	Location and Scope of the Work	Actual Value of the Work	Date of commencement as per contract	Likely date of completion	If Work Left Incomplete or Terminated (Furnish reasons

(Add separate sheet if required)

Note:

1. Information has to be filled up specifically in this format.
2. The projects mentioned in the above format shall be sorted in the order of cost of the project (Descending order).

Signature of Applicant with Seal

Contractor's Signature with seal

Annexure-6

PERFORMANCE REPORT FOR 'SIMILAR' MAJOR COMPLETED WORKS
(REFERRED TO IN FORM 'B')

Name of the Work / Project & Location :

Scope of Work :

1. Agreement No. & Date :

2. Estimated Cost / Tendered Cost :

3. Actual Value of Work done :

4. Date of Commencement
   a. Stipulated date of Commencement :
   b. Actual date of Commencement :

5. Date of Completion
   a. Stipulated date of Completion :
   b. Actual date of Completion :

6. Amount of compensation levied for delayed completion if any.\ :

7. Performance report based on
   Quality of Work, : Excellent / Very Good / Good / Poor

   Time Management, : Excellent / Very Good / Good / Poor

   Resourcefulness, : Excellent / Very Good / Good / Poor

   Financial Soundness, : Excellent / Very Good / Good / Poor

   Technical Proficiency, : Excellent / Very Good / Good / Poor

Superintending Engineer / Chief Project Manager or Equivalent
Name of Organization

Note :
1. The performance report is to be submitted separately for all major works mentioned in Form 'B'.
2. The performance report preferably be submitted in the above Performa. In case, different proforma is used, the applicant shall ensure that the report / certificate shall contain all the above information / details.

Contractor's Signature with seal

Annexure-7

DETAILS OF KEY TECHNICAL AND ADMINISTRATIVE PERSONNEL EMPLOYED IN THE ORGANIZATION

Sr. No.	Name & Adahar No.	Designation	EPF & ESIC No.	Educational Qualification	Professional Experience	Length of continuous service with employer in years
1	2	3	4	5	6	7

Note:

- Details of Technical personnel shall be provided qualification-wise
- Organization chart of the company, additional information about Technical and administrative personnel, if any, may be submitted on separate sheet

Signature of Applicant with Seal

Contractor's Signature with seal

Annexure-8

DECLARATION OF NEAR RELATIVES OF SBI EMPLOYEES

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

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

Place :

Date :

Signature of Applicant with Seal

Name in Capital Letters:

Address:

Annexure-9

FORM OF BANKERS' / SOLVENCY CERTIFICATE FROM A SCHEDULED COMMERCIAL BANK

To,
The Manging Director & CEO,
SBI Infra Management Solutions Pvt. Ltd.,
Ground Floor, Raheja Chambers,
Free Press Journal Marg,
Nariman Point, Mumbai – 400 021.

No.:
Date:

SOLVENCY CERTIFICATE

This is to certify that, to the best of our knowledge and information, M/s / Sri……..……., a customer of our bank, has been maintaining Savings Bank / Current Account bearing number……with our …….. ……. Branch, since _____ (Month and Year).

We understand from the customer that the certificate is for the purpose of Tender with your organisation. We further certify that M/s / Sri ……...is solvent to the extent of INR …… (Rupees……...only).

This certificate issued by the Bank on the specific request of the customer and should be regarded as without any guarantee or liability, financial or otherwise, on the part of the Bank or its officials.

(Signature)

For the Bank

Note:
1. Bankers 'certificate should be original on the letter head of the Issuing Bank duly sealed in cover and addressed to enlistment authority.
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

Contractor Signature with Seal

Annexure-10

DECLARATION

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

The Manging Director & CEO,
SBI Infra Management Solutions Pvt. Ltd.,
Ground Floor, Raheja Chambers,
Free Press Journal Marg,
Nariman Point, Mumbai – 400 021.

I/We hereby certify that:

1. I / We have submitted PQ document strictly on the format prescribed by the SBIIMS and are available on the Bank's website & there is no change in formatting, number of pages etc

2. I / We have checked that no page is missing and all pages as per the index and checklist are available & that all pages of PQ document submitted by us are clear & legible.

3. I / We have signed (with stamp) all the pages of the PQ document before submitting the same.

4. I / We have sealed the PQ documents properly before submitting the same.

5. I /We have read carefully & understood the instructions to the applicants.

6. I / We hereby understood and accordingly confirm that all Tender documents and supporting Prequalification documents/annexures etc. are required to be submitted by us strictly in the prescribed format only. In case, the Bid/documents submitted by us along with this tender is found in any other formats and not complying this condition, we hereby authorise the SBIIMS/SBI to summarily reject our tender for which we shall not make any protest.

7. I / We have not made any modification / corrections / additions /deletions etc in the PQ documents downloaded from web by me / us. In case at any stage later, it is found there is difference in our downloaded PQ documents from the original and / or any documentation, SBIIMS Pvt. Ltd. on behalf of SBI shall have the absolute right to disqualify / reject our Tender and also debar me / us in participating in any future tenders of SBIIMS/SBI without any prior intimation to me / us.

8. I/We hereby undertake and confirm that all the information furnished in this tender is correct and true to the best of our knowledge and belief and we own full responsibility for its correctness and authenticity.

Signature of Applicant with Seal

DETAILS OF PREMISES

SAMRUDDHI APARTMENTS, SION

Name and location of building with full address	Total built up area	No. of storey	No. of bedroom	No. of flats	Guest House	Vacant area of the campus required to be maintained
SAMRUDDHI, Plot NO. 101, 102 Rd. No.29, Sion-Matunga Estate, Opp. Sion Fort, SION (E), Mumbai-22	9758.36 sq.mtr.	Stilt + 7	3 Bed Rooms 2 Bed Rooms	28 49	Not Available	5,575 sq.mtr

WATER PURIFIERS DETAILS

Sr No	Water Purifiers Installed in CGM & Above Flats, Guest Houses and Common Areas	Type	Units
1	Samrudhi Building	RO UV	2 Nos. 1 Nos

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

Contractor Signature with Seal

INSTRUCTIONS TO TENDERER

1. **Purpose:**

   Comprehensive Annual Maintenance Contract for services such as housekeeping & Maintenance etc.

2. **Invitation:**

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

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

3. **Eligibility Criteria:**

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

4. **Disclaimer:**

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

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

   The Bank reserves the right to accept or reject any Bid/ offer received in part or in full, and to cancel the bidding process and reject all Bids at any time prior to contract of award, without thereby incurring any liability to the affected Bidder or Bidders or any

obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action. Bank reserves the right to reject any Bid on security and / or other considerations without assigning any reason.

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

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

The Bidder is expected to examine all instructions, statements, terms and specifications in the bidding document. Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid. SBIIMS has made considerable effort to ensure that accurate information is contained in this Tender and is supplied solely as guidelines for Bidders. Furthermore, during the Tender process, SBIIMS is entitled to issue corrigendum to Tender relevant to the Scope of Work. Nothing in this Tender or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in the Tender or any addenda.

5. **Clarifications & Amendments**:

   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.

6. **Bid Integrity:**

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

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 document should be serially numbered and shall be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature. The bidder should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.
   iii. Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) them in full.
   iv. Bid should be typed and submitted on A4 size paper [font times Ariel 11], spirally bound securely and in serial order. Bidders responding to this Tender shall submit

covering letter included with the bid and compliance certification statement required for submission of a proposal.

v. In the event of the target date for the receipt of bids being declared as holiday for the 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 Date: …… by 3.00 PM.

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

10. 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.

11. Any clarification issued by SBIIMS will be in the form of an addendum / corrigendum and will be available in SBI's website – http://sbi.co.in 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-http://sbi.co.in (procurement news).

12. The Contractor shall ensure that they are fully conversant with the premises in question as well as with the business activities thereat and its related manpower requirements for the work specified.

13. The SBIIMS 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, 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 SBIIMS/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 SBIIMS/SBI shall not have any liability whatsoever on this account.

18. The details of the machineries proposed to deploy and other technical details can be furnished in the Technical bid.

19. 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.

20. The Technical Bid and the Price Bid will be opened as per the schedule given in NIT.

21. Tenders received after the due date and time are liable for rejection. SBIIMS reserves its right to reject any / or all the applications without assigning any reasons whatsoever and no correspondence shall be entertained in this regard.

22. 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.

23. 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.

24. The rate should be quoted in Indian Currency only.

25. 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 'ONE YEAR' from the date of commencement of work. During this period no request for enhancement / escalation in rates shall be considered under any circumstances.

26. The rate quoted by the tenderer shall remain firm and shall cover and include cost of all materials required for upkeep of the premises, wages to the labourers, supervisors, equipment deployed, maintenance of the machineries, 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).

27. The tenderers are advised to inspect the site and acquaint themselves with the actual working and prevailing site conditions before quoting the rates.

28. 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.

29. The bank shall not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

30. No employee of SBI/SBIIMS shall be engaged by the contractor during the course of carrying out the works.

31. The tenderer shall deposit a sum of Rs.1,33,000/- (Rupees One Lakh Thirty Three Thousand Only) Earnest Money Deposit and Rs.10,000/- (Rs. Ten Thousand Only) as Non-Refundable cost of tender along with the tender document. This EMD (Earnest Money Deposit) and Cost of Tender Document shall be in the form of demand draft from any nationalized bank or from a scheduled bank drawn in favour of SBI Infra Management Solutions Pvt. Ltd., payable at Mumbai.

32. No interest shall be paid on the EMD. The tenders received without EMD and Cost of Tender Document shall be summarily rejected.

33. If any tenderer withdraws his tender before the said period or make any modifications in the original terms and conditions of the tender, the SBIIMS 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.
34. 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.

35. If any of the labour employed by the contractor is found to be under performing or any mobilization is found or found under the influence of alcohol or any abusive substance / reported while on duty, such person/persons shall not be allowed to work at site anymore and the SBIIMS/Bank reserves the rights to ask contractors for immediately removal such person(s) with suitable substitute immediately.

36. The contractor has to submit the Police verification details of all the people deployed by him at site before commencement of work. In case of any replacement during the pendency of the agreement, submission of police verification documents of such replaced staff is to be made available immediately.

37. 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 SBIIMS officials after performing the interview of the staff.

38. No alterations or additions are to be made by the Contractors to the tender document. Violation of this instruction will attract rejection of the tender at the discretion of the SBIIMS.

39. 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.

40. Quoted rates per unit being different from those prescribed in the tender shall render the bid disqualified without any claim/explanation.

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/SBIIMS shall not be responsible for any infringement of the various statutes in force by the contractor.

43. The contractor shall take, at his own cost the necessary license from statutory authorities in respect of this work. The expenses in completing the formalities in executing the agreement including expenses towards stamp paper, Registration charges, etc., if any, shall be borne by the contractor.

44. STATUTORY DEDUCTION towards INCOME TAX, Work Contract Tax and any other statutory deductions as per the law prevalent will be made as per Rules.

45. 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 SBIIMS for verification every month along with their monthly bills failing which bills may not be paid.
46. 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 SBIIMS, failing which bill will not be entertained.

47. PREQUALIFICATION BID DOCUMENTS & TECHNICAL BID:

(i) The bidders are advised to submit various documents in sealed Envelope marked as "TENDER PART-A" to the office of SBI Infra Solutions Pvt Ltd. at the address mentioned hereinbefore by the stipulated date i.e.

a) Hard Copy of Technical Bid duly filled, signed and stamped by the Authorised Signatory on each page
b) Demand Draft of specified amount of EMD
c) Demand Draft of specified amount (non-refundable) towards cost of Tender documents cum Tender Processing Fee
d) Certified copies of all supporting documents/work orders/performance certificates/Bank's Solvency etc. required in terms of prescribed Eligibility criteria for the project as mentioned in Annexure "A".
e) Prescribed prequalification application form with all supporting annexures viz. Bio-data, Financial Information, details of similar work of specified magnitude executed, relevant work order and completion certificates of the completed projects, works on hand etc. as mentioned in this document. (Annexure 1 to 9).
f) Letter of Declarations (Annexure 10 & 12).

(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.

The above mentioned tender documents and other supporting papers should be placed in a sealed Envelope marked "A" super scribing "Technical Bid Tender for Providing Integrated Facility Management Services at Samruddhi Apartments, Sion located in Mumbai"

(iii) Technical Bid not accompanied by any one or more of the abovementioned documents shall be summarily rejected and such bidders shall not be allowed to participate in price bidding for the project under any circumstances.
(iv) The EMD of the bidders not qualified for the reasons whatsoever including disqualification in the Technical Bid Evaluation shall be returned to the bidder's registered address by Speed Post/Courier/Registered Post.
(v) The intending bidders are categorically advised to submit the prequalification documents strictly in the attached formats only. The information required should be neatly filled/typed in each and every columns and row of the Formats. *The*

applications received with "partly filled formats" not containing desired information in each and every columns/points/row of various annexures shall be treated as INCOMPLETE and such applications shall be summarily rejected.

(vi) *The applicants are categorically advised to refrain from mentioning the remark "AS PER ATTACHEMENT/ENCLOSURES" in their applications and annexures to avoid rejection of their applications*.

48. No union formation is allowed.

49. 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.

50. The personnel who are appointed as Janitors shall be provided with all cleaning and safety material for cleaning purposes by the Contractor.

51. The quantity for manpower and machines 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/SBIIMS without any extra charge but within the accepted tender amount only.

52. In case, any demand is raised by the SBIIMS/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 minimum wages plus 10% handing charges.

53. All the chemicals, consumables required for the purpose of providing services should be of standard brands as specified in the tender, and as per the approval of the SBIIMS/SBI. No sub-standard material shall be used. The chemicals used for the purpose of cleaning shall be eco-friendly and bio-degradable.

SAMPLE BUISNESS RULE DOCUMENT

ONLINE E-TENDERING FOR PROVIDING INTEGRATED FACILITY MANAGEMENT SERVICES FOR STATE BANK OF INDIA TOP EXECUTIVES RESIDENTIAL BUILDINGS AT SAMRUDDHI APARTMENTS, SION LOCATED IN MUMBAI.

(A) Business rules for E-tendering:

2. Only contractors who fulfilled the prequalification criteria shall be eligible to participate.

3. SBIIMS will engage the services of an E-tendering service provider who will provide necessary training and assistance before commencement of online bidding on Internet.

4. In case, there is any change in e-tendering service provider, the SBIIMS will inform the qualified bidders suitably at appropriate time.

5. Business rules like event date, closing and opening time etc. will be communicated through service provider for compliance.

6. 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 in the bidding process.

7. E-tendering will be conducted on schedule date & time.

8. 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:

SBIIMS shall finalize the Tender through e-tendering mode for which **M/s. Antares Systems Limited.** Has been engaged by SBIIMS an authorized service provider. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. E-tendering shall be conducted by SBIIMS through **M/s. Antares Systems Limited**., 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.

2. 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 able to participate in the E-tendering successfully.

3. 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 SBIIMS shall not be responsible for such eventualities.

4. M/s. Antares Systems 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.

5. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online E-tendering.

6. BID PRICE: The Bidder has to quote the rate as per the Tender Document provided by SBIIMS or their appointed Architects.

7. 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.

8. 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.
b) Online e-tendering for Price Bid submission through SBIIMS's approved Service Provider shall be open to the bidders qualified by the SBIIMS as per Technical Bid Evaluation and Eligibility criteria mentioned hereinabove.
c) The Price-Bid shall be made available online by the Service Provider wherein the contractors will be required to fill-in their Item-wise rates for each item.
d) The Contractors are advised not to wait till the last minute to submit their online item-wise 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 each and every item.
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.

9. LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by M/s. Antares Systems Limited. The Bidders are requested to change the Password after the receipt of initial Password from M/s. Antares Systems Limited. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.

10. 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, SBIIMS shall at liberty to take action as deemed necessary including de-panelling such contractors and forfeiting their EMD.

11. At the end of the E-tendering, SBIIMS will decides upon the winner. SBIIMS decision on award of Contract shall be final and binding on all the Bidders.

12. SBIIMS shall be at liberty to cancel the E-tendering process / tender at any time, before ordering, without assigning any reason.

13. SBIIMS shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.

14. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.

15. OTHER TERMS & CONDITIONS:

    a. 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.

    b. The Bidder shall not divulge either his Bids or any other exclusive details of SBIIMS to any other party.

    c. SBIIMS decision on award of Contract shall be final and binding on all the Bidders.

    d. SBIIMS reserve their rights to extend, reschedule or cancel any E-tendering within its sole discretion.

    e. SBIIMS or its authorized service provider M/s. Antares Systems Limited shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.

    f. SBIIMS or its authorized service provider M/s. Antares Systems Limited is not responsible for any damages, including damages that result from, but are not limited to negligence.

    g. SBIIMS or its authorized service M/s. Antares Systems Limited 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.

N.B.

- All the Bidders are required to submit the following Process Compliance Statement duly signed to M/s. Antares Systems 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.

Contractor Signature with Seal

PROCESS COMPLIANCE STATEMENT

ANNEXURE-E

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

M/s. Antares Systems Limited,
24, 3rd Stage, 4th Block,
Basaveshwaranagar, Bangalore- 560 079.
Tel: 080-4935 2000. Mobile no. 7980042472
Email: manojkumar.d@antaressystems.com

Dear Sir,

AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE ONLINE E-TENDERING FOR PROVIDING INTEGRATED FACILITY MANAGEMENT SERVICES FOR STATE BANK OF INDIA TOP EXECUTIVES RESIDENTIAL BUILDINGS AT SAMRUDDHI APARTMENTS, SION LOCATED IN MUMBAI.

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 RFP of SBIIMS 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 SBIIMS 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-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
6) We, hereby confirm that we will honour the Bids placed by us during the E-tendering process.
7) We confirm that we are the Contractors/Vendors/Service Providers for the captioned job. In the eventuality of any information found incorrect at any stage of the Tender, we hereby authorise SBIIMS to disqualify/reject our Tender without notice and take further action as deemed fit.

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 ----------

GENERAL CONDITIONS OF THE CONTRACT

DEFINITIONS:

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

'The Contract' means the documents forming the tender and acceptance thereof and the formal agreement executed between SBIIMS 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 SBIIMS having its Head Office at Ground Floor, Raheja Chambers, Free Press Journal Marg, Nariman Point, Mumbai and and State Bank of India having its Corporate Centre at Nariman Point Mumbai.

'Competent Authority' means authority nominated to exercise power of approval, sanction and acceptance concerning administrative, financial and technical aspects of transactions done on behalf of the Bank.

'The Contractor or Contractors' means the firm, company or person engaged by the SBIIMS to carry out the work. It shall also include their legal representative(s), successors or assigns.

'Site' means State Bank of India, Mumbai Tender for Providing Integrated Facility Management Services for State Bank of India Top Executives Residential Buildings at Samruddhi Apartments, Sion located in Mumbai, where the works are to be carried out.

'Contract value' means the value of the entire work as stipulated in the work order conveying acceptance of the tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.

'The schedule of quantity' means the schedule of quantity as specified and forming part of this contract.

'**Works'** or 'work' means the work(s) described in the "Scope of Work" and/or to be executed in accordance with the contract and includes labour, materials, apparatus, equipment of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

'Month' means calendar month.

'Week' means seven consecutive days.

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

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

2.LANGUAGE:

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

3.INSPECTION OF SITE:

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

4.CONTRACTOR TO INFORM HIMSELF FULLY:

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

5.WORK TO BE CARRIED OUT:

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

6. SUFFICIENCY OF TENDER:

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

7. AWARD OF CONTRACT:

(i) The SBIIMS/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.

(ii) 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.

(iii) The SBIIMS/SBI reserve their rights to split the scope of work to different agencies within its sole discretion.

(iv) If the scope of work under this tender cover more than one sites / offices / complexes / colonies / Apartments having separate Price Bids, the SBIIMS/SBI may entrust the work to more than one bidder within its sole discretion and no claim compensation for the same shall be entertained.

(v) The successful bidder(s) shall be bound to execute separate agreement for each site. Also, the SBIIMS/SBI reserve their rights to withdraw/cancel/delete any work of any site in part or whole any time during the currency of contract by giving one month's notice in writing without assigning any reasons therefor and the contractor shall have no right to make any representation for the same.

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 establishment of SBI within 15 days from the receipt of intimation of acceptance of the tender by the SBIIMS. 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 handover personally to the contractor to enter into an agreement for carrying out the work as per the terms of the tender. The work order shall constitute a binding contract between the Employer and the Contractor.

10. CONTRACT DOCUMENT:

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

11. EARNEST MONEY DEPOSIT (EMD)

The tenderer shall furnish EMD of Rs.1,33,000/- (Rupees One Lakh Thirty Three Thousand Only) in the form of Demand Draft / Banker's Cheque / Pay Order drawn in favour of SBI Infra Management Solutions Pvt. Ltd., payable at Mumbai. 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,

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

13. SECURITY DEPOSIT:

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

14. The contractor's authorised representative shall be in attendance in the premises during all working hours for supervising the work. For any negligence of the service employed by the 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 / SBIIMS 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 SBIIMS 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:

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

- The Policy should be issued in the joint names of Employer and contractor with Employer's name appearing first. Minimum 5 employee/worker/persons should be covered under the insurance at a time for insured sum of of Rs 5 lac each, for any type of accident / incidence.

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

- Without prejudice to any of its obligations and responsibilities specified above, the Contractor shall, within 10 days from the date of work order, submit documentary evidence as required by the Employer in support of having obtain requisite insurance cover.

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

- 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 SBIIMS. 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 underlet 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 SBIIMS 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, SBIIMS 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. CONTRACTOR TO SUPPLY TOOLS & PLANTS ETC.:

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

21. 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.

The payment will be made as per actual manpower deployed for the Housekeeping works 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 Mumbai 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 Facility Management (FM) 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 FM Service Contractor and fully understood by him/ them. The FM Service Contractor shall not be entitled for the payments for the quantities beyond the tendered quantities unless ordered for, by specific instructions with prior approval from the Bank.
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 house keeping staff and the break-up of same should be submitted by the Contractor in their price bid:

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

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

22. PROCUREMENT OF CLEANING AND OTHER MATERIALS:

All the cleaning materials and consumables (as per list enclosed in the BOQ of the tender) required for the work shall be supplied by the Contractor within their quoted rates only. All the cleaning materials shall be of make of Hindustan Unilever or other equivalent make approved by the SBIIMS/Bank.

23. UNIFORM:

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

24. PAYMENT OF BILLS BY THE BANK:

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

The payment of your monthly bills in respect of the captioned Contract shall be paid by the State Bank of India on the recommendations of SBIIMS 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/SBIIMS representative, as the principal Employer, every month.

ix. GST Paid Original Bills/Invoices in support of claims of all the material (including cleansing materials supplied to the residents, material used for Common areas as wells as Plumbing, Electrical and any other material supplied/used in the maintenance during the month) duly counter signed by the Officer-in-charge/Engineer from SBI confirming the procurement and use of all such material at site.

25. 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 SBIIMS 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.

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

27. WORK ON SUNDAY AND HOLIDAYS:

The contractor has to arrange for engaging his workers on Sunday and holidays, for thorough deep cleaning of the internal and external areas as required by the employer. No Extra payment on this account will be made by the Employer. However, there will be one weekly holiday for each employee on rotation basis.

28. ADDITIONAL WORK:

Should any new areas of work transpire, which the 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.

29. 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.

30. 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.
- All Contract staff should bear specified uniform bearing badges of Company's name and other safety accessories, viz Helmet, Safety belt, etc.

31. LOCAL LAWS, ACTS, REGULATIONS

The 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
- Any other Acts Central or States, that may be applicable or bye law or enactment relating thereto and rules framed there under from time to time.
- Factories Act,
- Employment of Children Act 1938,
- Employers Liability Act 1938,
- Industrial Disputes Act 1947

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 / SBIIMS in connection with any claim or proceedings under the said Acts or in respect of loss, injury or improper performance of this contract by the contractor or his workmen and any money which may become payable to State Bank of India as aforesaid shall be deemed to be deducted by State Bank of India / SBIIMS 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.

32. CONTRACT PERIOD:

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

33. 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.

34. 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.

35. RECORDS OF DAILY OPERATION:

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

36. INSPECTION BY EMPLOYER:

- General
- The Employer shall have the right to inspect at all times any tools, instruments, materials / chemicals, staging or equipment used or to be used in the performance of the WORKS. The contractor shall make all parts of the WORK accessible for these inspections.
- Rejection of work and Equipment
- The Employer shall have the right to condemn any or all tools, instruments, materials / chemicals, equipment or work which does not confirm to the specifications.

- 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 SBIIMS shall be at liberty to get the same done from any other agency at the Contractor's cost, risk and consequences.

37 REPORTING AND RECORD KEEPING:

Management reporting and process reviews

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

Operating Meetings

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

Performance Review Meeting

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

Quality Assurance

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

38. FORCE MAJEURE:

"Force Majeure**"** shall mean any event beyond the control of 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:

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

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

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

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

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

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

39. ACCIDENTS:

The 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/SBIIMS 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 SBIIMS/State Bank of India. In addition, the contractor to the authorized SBIIMS/ State Bank of India, official shall also submit periodic reports on safety from time to time as prescribed.

40. LABOUR:

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

ii. The contractor shall furnish to the SBIIMS at the intervals specified by SBIIMS, 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 SBIIMS 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.

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.

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 duration of duty is eight hours per day per person. To keep the efficiency and alertness the overtime will be kept to the barest minimum.

xvi. The staff/workers employed by the 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.

41. TERMINATION:

(a) SBIIMS 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) 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 SBIIMS/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 debarring them in future tendering process.

42. SAFETY CODE – RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT:

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

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

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

- Safety Helmets conforming to IS-2925:1984
- Safety Belts conforming to IS-3521:1983
- Safety Shoes conforming to IS-1989:1978
- Eye and Face protection devices conforming to IS-8520:1977 and IS-8940:1978.
- Hand and body protection devices conforming to: IS-2573:1975, IS-6994:1973, IS-8807:1978, IS-8519:1977,

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

The contractor shall adopt all fire safety measures.

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

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

43. INDEMNITY BOND:

- Contractor shall sign an Indemnity Bond in an approved format as per Appendix-6 before starting the work, indemnifying the SBIIMS 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, no 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, SBIIMS shall have the right to recover the cost of such damages from payments due to the contractor and decision of the SBIIMS 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.

- If the contractor fails to improve the standards of safety in its operation to the satisfaction of SBI/SBIIMS after being given a reasonable opportunity to do so, and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized SBI/SBIIMS official, the SBIIMS shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by State Bank of India.

- Before commencing the work, the contractor shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of State Bank of India.

44. SETTLEMENT OF DISPUTES AND ARBITRATION:

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

- **Arbitration:** Any dispute and/or difference arising out of or relating to this contract including interpretation of its terms will be resolved through joint discussion of the authorized representatives of the parties. If the disputes are not resolved by discussions then the matter will be referred for adjudication to the arbitration of a single arbitrator to be appointed by mutual consent of the parties. The arbitration proceedings shall be conducted in Mumbai and in English language only and in accordance with the provisions of Arbitration & Conciliation Act 1996 or any statutory re-enactment thereof. The decision of the arbitrator shall be final and binding on the parties.

- **Applicable Laws:** The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made thereon from time to time.

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

- **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.

45. 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.

46. 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 Bank's approval a schedule of materials that shall be mobilize for the above services wherever applicable. This information shall be

submitted with full identification of specific manufacturer's products together with their catalogues.

The 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.

The contractor will schedule the cleaning operations in such a way that the premises remains neat and clean all the time. The contractor may deploy his labourers in shifts accordingly in keeping with the prevailing labour law of the state.

47. 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 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 SBIIMS/SBI and can also claim the same in the invoice.

48. INSOLVENCY:

The competent authority of the Office of the 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:

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 SBIIMS/SBI and provided also that the contractor shall be liable to pay the SBIIMS/SBI for any extra expenditure, it is thereby put to but shall not be entitled to any gain on repurchased.

48. CONFIDENTIALITY:

- Information relating to the examination, clarification, evaluation, and comparison of tenders, and recommendations for the award of a contract shall not be disclosed to tenderer or any other persons, not officially concerned with such process, until the notification of contract award is made.
- 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.

49. CORRUPT OR FRAUDULENT PRACTICES:

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

- "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and.

- Fraudulent practice" means a misrepresentation or omission of facts in order to Influence a procurement process or the execution of a contract to the detriment of 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.
- "Collusive practice" means a scheme or arrangement between two or more tenderers, with or without the knowledge of the SBIIMS/SBI, designed to establish tender prices at artificial, non-competitive level; and.

- "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of the contract.

- The 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.

- 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.

50. 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 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.

- 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 SBIIMS/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 SBIIMS/SBI.

- An amount of Rs.2500/- will be levied as liquidated damages per day per floor for any building from the Contractor whenever and wherever if found that the work is not up to the mark. If the Contractor fails to perform as per the satisfaction of the SBIIMS/ SBI within 15 days, liquidated damages clause as incorporated in the tender document of the Contractor by SBIIMS will be invoked.

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

51. PRICE VARIATION CLAUSE:

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

The Bank/SBIIMS 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/SBIIMS and the contractor shall have no right to claim for the same.

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

52. VALIDITY OF CONTRACT:

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

53. 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.

54. 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.

55. NON-DISCLOSURE:

The Contractor shall not disclose directly or indirectly any information, materials and details of the State Bank of India’s infrastructure / systems/ equipment etc., which may come to the possession or knowledge of the Contractor 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 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.

SCOPE OF SERVICES

The bidders are required to provide Integrated Facility Management services for all of the following services to be set up for an effective service delivery process

- Housekeeping/cleaning.
- Laundry Services
- Electro – mechanical Maintenance Services.
- Plumbing and Sanitation.
- Carpentry Maintenance work.
- Horticulture/landscaping Services.
- Maintenance and Services of Water Purifier (UV & RO).
- Firefighting system.
- Pest Control Services.
- Waste Management-Garbage

The brief details of scopes of services are mentioned below:

A. Housekeeping Services

Sr. No	Activity	Frequency
1	Sweeping & Cleaning • Sweeping & mopping of the flats/bungalow including balcony, dry balcony (if any). • Sweeping & mopping of Health club, swimming club, gymnasium etc. in complexes where it exists. • Dry and wet mopping of the furniture. • Dusting of sofa • Cleaning of utensils • Cleaning of kitchen platform • Dry wiping of kitchen appliances • Watering of inside plants • Cleaning of all Toilets, Bathrooms, Wash Basins and Mirror • Cleaning of fitting like Taps, soap dispenser, towel rods, flush tanks/valves etc. • Sweeping of staircases from Ground floor to Terrace level, common / lift lobbies, podium, car parking, pump rooms, services rooms, security cabins etc. and also removing cobwebs from the common areas i.e. above and under the staircases, meter boards etc. • Upkeep of playground equipment's, cleaning of the pond / fountain water for removal of the tree leaves and feathers. • Sweeping of car parking (covered and open), roads, pathways, podiums and all common areas inside the boundary walls of colony.	Daily
2	Trash Removal • Collection of wet and dry garbage separately from all occupied	Daily

	flats and disposal of the same as per the instructions of MCGM. • All the wastes, trash, debris, paper/card board wastes, etc. has to be disposed from the campus as per the guidelines of MCGM. Any co-ordination in this regard with MCGM has to be carried out by the Contractor. • Under no circumstances the collected wastes should be dumped inside the campus. In case of any such observation by the Bank, the Contractor shall be penalised up to 5% deduction in the monthly bills.	
3	<u>Deep Cleaning</u> • Clearing of cobweb inside the flats/bungalow as well as common areas. • Cleaning of bathrooms and toilet dado/skirting inside all flats and common toilets. • Cleaning of buckets, mugs with detergent • Cleaning of windows including glass panes, channel etc. • Cleaning of sign boards and signages • Cleaning of planters, polishing brass name plates etc. • Cleaning of car parking space by vacuuming or jet spraying by water. • Cleaning of terrace slab, meter boards rooms, parking space and any other common areas inside the boundary walls. • All floors, side walls of common areas wherever provided with marble or mosaic tiles will be cleaned with the help of cleaning / polishing machines to maintain its shine. • Periodic cleaning of the podium, pathway, basement, etc. with suitable materials for removing the algae / green patches formation during monsoon. • Cleaning of the windows in the staircase, mopping the handrails of the staircases, common areas, Guest House and Lift lobbies. • Cleaning the drinking water coolers tanks. • Up-keeping & removing choke-up in the storm water drains. Any missing portion of the drain covers has to be immediately restored. • Uprooting / removing of the grass, unwanted plants, shrubs, etc., from roadside, playground, inside the storm drainage lines, building / boundary walls, roof tops, plumbing and sewage pipelines of the buildings, etc. • Washing of Pathway and Roads. • Spit stains removal.	Weekly
4	<u>Vacuuming</u> • Sofas, venetian blinds, curtains, tapestries etc. inside all the flats • Perioding maintenance of garden laws, trees, shrubs, potted plants kept in open place and inside the residences and providing and using all tolls shackles, fertiliser unread, etc required for such maintenance.	Fortnightly

5	Deep Cleaning • Vacuuming of venetian blinds, tapestries etc. • Washing of staircases from Ground floor to Terrace, common lobbies, mid landing. Terrace slabs etc. of all the buildings with detergent power and phenyl. The contractor should ensure that no seepage of water into the lift or service shafts. • Supply and distribution of garbage disposal bags and other consumables in all occupied flats, Guest rooms, etc. as mentioned in Part II – Price Bid, Schedule -2 • Deep cleaning of the entire flats which includes cleaning / dusting of the fans, tube lights, bulbs, wall hangings, furniture, windows, doors, window glasses, door frames, window grills, etc.	Monthly

B. ELECTRICAL MAINTENANCE SERVICE:

S. No.	Nature of Services	Frequency
1	Providing licensed electrician with helper round the clock on all days including Sundays & holidays	Daily
2	Operation and maintenance and regular up-keep of lighting and allied electrical works, within the building/premises.	Daily
3	Operation and maintenance and upkeep of exhaust fans in the building/premises.	Daily
4	Cleaning the interior of all the lift cars.	Daily
5	Switching off all the lights and fans in the entire building soon after the employees / officials leaves their seats / building / premises.	Daily
6	Changing of fused tubes and other items as per instructions of Engineer-in-charge and handing over the fused ones to the Officer (maintenance) and / or Electrical Engineer.	Daily
7	Operation and maintenance and upkeep of street lighting, garden lighting and service building electrification.	Daily
8	Operation, maintenance and upkeep of sump well pumps, water pumps and starters, including Hydro pneumatic pumps, water re-cycling & sewerage treatment plant (STP) and water treatment plant.	Daily
9	Switch off/on the common area lights, fans, etc. as scheduled and requirement to save Energy.	Daily
10	Cleaning of mains, distribution boxes of each floor and checking up of all the electrical connections to all the gadgets.	Weekly
11	Cleaning, dusting of electrical and telephone shafts, starters, pumps, panel boards, cable racks etc.	Monthly
12	Maintenance and cleaning of all electrical fixtures and fans.	Monthly
13	Cleaning and dusting of panel boards once in every 30 days.	Monthly
14	Cleaning of all Window /Cassette/Split Air Conditioners (including its Filters), checking electrical wiring, drain pipe, copper pipe and blowers etc.,	Monthly
15	Liaising with Utility service provider and govt. authorities (such as BMC, BEST, RELIANCE ENERGY, TATA POWER etc.) for necessary approval, correction of bills, restoration of supply etc. in	As & when required

	case of power failures/routine maintenance/shut down of power.	
16	Faulty parts and equipment are to be replaced by the Contractor without charging anything extra towards labour cost as well as cost of minor materials required as mentioned in this tender. However, the cost of specified major items mentioned in this tender document will be reimbursed to the Contractor on actual basis on production of GST paid Invoice duly certified by the Bank's Engineer provided replacement of all such Items/fittings/fixtures are considered beyond repairs by the Engineer-in-charge who have issued specific written instructions to replace the same.	As & when required
17	Replacing bulbs, tube lights etc. wherever / whenever required.	As & when required
18	To clean and lubricate fans, exhaust fans, wherever / whenever required	As & when required
19	Operation and maintenance of Capacitor Banks to maintain the Power Factor above 0.95.	As & when required

C. PLUMBING MAINTENANCE SERVICE:

S. No.	Nature of Services	Frequency
1	Providing skilled plumber with all required tools on all days including Sundays and holidays	Daily
2	Removing choke-ups in all the plumbing installation inside the bathrooms, toilets & kitchen/pantry and common areas, plumbing ducts, sever lines, supply lines etc.	As & when required.
3	Attending to leakage from taps, showers, flushing cistern, etc., at all floors, duct areas and outside premises so as provide "first-aid" solutions to prevent any damage & undertake necessary repairs after completing all norms.	As & when required
4	Repairs to plumbing & sanitary fittings like flushing systems CI/PVC/Ceramic etc., including removal of siphons, bells, float valves, provision of cotter pin, plunger washers, nut and bolts for siphon, 'S' hooks, Ball-cock etc. including removal and re-fixing with new accessories of appropriate sizes and making it in working condition	As & when required
5	Cementing of joints of various drainage lines, gaps between wash basins, sinks and that of walls, pointing of joints of tiles of floors and dados, cementing of loose tiles, floors and dados, including re-fixing the same with white cement and matching pigment.	As & when required
6	Checking and monitoring of all installation and to attend any defect immediately. Major work to be informed to the Estate Department.	Weekly
7	Clearing the vegetation from the buildings wherever it appears	Monthly
8	All Sewage/drainage line, inspection chambers, floor traps, etc. to be checked & cleaned inside the Premises up to Municipal Manhole (including removal of debris, sludge etc. from the line/ chambers and also out of the Premises)	Quarterly and as and when required to ensure free flow.
9	Keeping the rain water outlets on terraces, canopies, free of debris,	As & when

	foreign materials, etc. to ensure quick flow of water from terraces etc.	required
10	Disconnecting and reconnecting plumbing connection in case of water heaters, geysers, boilers, coolers, electrical gadgets, whenever such electrical gadgets are required to be replaced/repaired.	As & when required
11	Disconnecting and reconnecting suction and delivery connection of water pumps whenever the pumps are required to be taken away for repairs/replacement. Removal of air locks from suction lines/delivery lines as and when required	As & when required

D. CARPENTRY MAINTENANCE SERVICE:

S. No.	Nature of Services	Frequency
1	Providing skilled carpenter with all required tools on all days including Sundays and holidays	Daily
2	The complaints registered by the resident in the complaint book maintained with the Caretaker will be routinely checked daily and all complaints will be attended promptly. After satisfactory completion, the signature shall be obtained from respective resident or their representative.	Daily
3	Repairs and maintenance of all the doors, windows, racks, ventilators, sliding windows, pelmets / curtain rods, hangers etc. in the flats and of common area.	As & when required
4	Removing and re-fixing the loose hardware items with necessary screws as required at site etc. complete. without claiming any extra cost.	As & when required
5	Replacement of worn out wooden beading, any wooden members and any damaged hardware fitting. Replacement of broken glass panes of door and window shutters. Polishing of furniture, doors etc. Cost of material shall be paid as per the Bank's on actual basis.	As & when required

E. LIFT OPERATOR SERVICES

S. No.	Nature of Services	Frequency
1	Provision of experienced and Trained liftmen for operation of the lifts	Daily
2	Ensuring proper cleaning and periodical servicing of all lifts by the respective agencies.	Daily
3	Checking of all fittings and fixtures for its uninterrupted operations.	Daily
4	Keeping close watch over the performance/functioning of Lift and any abnormal function/defects/erratic performance to be reported to the Engineer-in-Charge and Service Contract Agency.	Daily
5	Maintaining of complaints register.	Daily
6	Switch off the stand by lift power supply during off-peak hours to save energy.	Daily
7	Follow up with the OEM for any repair to make it operational	As & when required

F. PEST MANAGEMENT SERVICES

S. No.	Nature of Services	Frequency
1	Pest Management for cockroaches (using Herbal gel), silver fish, ants, house flies, etc inside the premises.	Quarterly
2	Pest management for cockroaches, silver fish, ants, house flies, etc to common areas at all floors like staircase, lift lobbies, terraces, stilt parking, ground floor & rooms/cabins thereat, including drains, chambers, ducts, etc.	Monthly
3	Fogging/fumigation, chemical spray etc for mosquito control in the entire complex including drains, chambers, ducts, parking area, garden etc.	Monthly (June to Oct) & Quarterly (Nov. to May)
4	Rodent control treatment for rats, mice & bandicoots using traps, baits, stick board, etc. in the entire complex including Kitchen, Pantry, Dining areas, drains, chambers, ducts, parking area, garden, etc	Monthly
5	Post construction Anti-Termite/white ant Pest Management treatment inside the premises.	As and when required

G. WATER MANAGEMENT SERVICES

S. No.	Nature of Services	Frequency
1	Management of pump and water tanks round the clock and supply of water 24X7 basis.	Daily
2	Draining out water from pumps	Daily
3	Regular checking of water level controller along with the electrician to avoid wastage of water.	Daily
4	In case of emergency / shortage of water / additional requirement, the contractor has to arrange for the water tanker after obtaining the permission from the Bank's Officials. However, the approved charges shall be paid as per actual Quantity supplied against production of Challans/Receipts duly signed by the authorised person of SBI/SBIIMS.	As and when required
5	Cleaning of underground and overhead tanks without any additional cost to the Bank using suitable equipment with proper safety precautions and optimizing water usage to avoid wastage of water. *Note: The water tanks have to be cleaned by giving prior notice to the residents.*	Quarterly

H. WATER PURIFIER MAINTENANCE SERVICES

S. No.	Nature of Services	Frequency
1	Providing skilled technician with all required tools on all days including Sundays and holidays	Daily
2	Correct any fault and failure in the water purifiers and shall repair and replace worn out or defective parts of the U.V. Water Purifiers with brand new parts / rectified parts, The cost of spare parts shall be reimbursement to the contractor	As & when required

	after original bill produced by the contractor to the Bank	
3	Repairing and maintenance service in response to the verbal including telephone notice by SBI within 1 hour after such intimation during the SBI's normal working hours.	As & when required
4	Ensuring that faults and failures intimated by the SBI /residence are set right within one day of being informed	As & when required
5	The Company shall assume liability for any type of mal-functioning of the water purifiers.	
6	Servicing of Water purifiers and replacement of worn out exhausted spare parts including solenoid valve will be made if required. The contractor has to maintain service report duly signed by the occupants and submit to the concern Bank's official after completion of each service for verification.	Quarterly and As & when required
7	For repair necessitating the removal of the water purifier or any parts thereof to other site, there shall be no additional charge for the labour or parts replaced. However, the consumable items such as RO membrane, pre-filter, carbon filter, sediment filter, UV membrane shall be paid by the Bank extra on submission of original invoice	As & when required

I. FIRE FIGHTING SYSTEM

S. No.	Nature of Services	Frequency
A	**Fire Hydrant System and Fire Pumps**:	
1	Checking the automatic working of the pumps and ensuring that they are in working order.	Weekly
2	Carrying out the inspection and testing of wet riser system and shall inspect, clean and polish hydrant valves, hose reels, hose pipes and hose boxes on each floor and shall replace any missing or damaged parts without any extra charge	Monthly
3	At the time of the monthly inspection must check for any leakages in the system, malfunctioning of valves etc. by repairing or replacing the rubber seating, rubber rings, gaskets, material etc. the replacement without any extra cost. Similarly grinding of B.P. Valves / Non-return valves whenever necessary is to be done without extra charges.	Monthly
4	Testing the automatic operations of hydrant system set the requisite pressure	Monthly
5	Checking C.T. valves gland packing and replace packing whenever necessary without any extra charge.	Bi-monthly
6	Changing of packing ropes and adjustment of glands.	Bi-monthly
7	Sluice valves, Foot valves and Non-return valves: Regular cleaning of deposits/scales on the, wedges, flaps, gates, changing of packing rope, changing of rubber gasket, changing of rusted nut bolts, greasing and leakage arresting	Bi-monthly
8	Hydrant valves: Brasso polishing, regular replacement of the Packing rope of spindle, rubber washer gasket etc. greasing and leakage arresting	Bi-monthly
9	Hose reel: Hose reel, Hose reel nozzle and stop valve cleaning, polishing, leakage arresting of nozzles and valves. Application of chalk powder to the rubber hose reel and rewinding of chalk powder to the rubber hose reel and rewinding of the hose reel, changing faces.	Bi-monthly
10	Air release Valve: Cleaning, greasing of spring, adjustment of spring tension etc	Bi-monthly

11	Cleaning of priming tanks	Bi-monthly
12	Testing of pressure switches, control panel for pumps	Bi-monthly
13	Oiling and greasing of pumps, bearings etc. is to be done	Quarterly and As & when required
B	**Diesel Engine**	
1	Cleaning and testing of control panel for all functions.	Fortnightly
2	Adjustment/tightening of nut and bolts of the engine.	Monthly
3	Checking of fuel, electrical, cooling and lubrication system of the diesel engine	Monthly
4	Checking and cleaning of oil bath filter, lubrication oil filter, fuel filter etc.	Monthly
5	Changing of lubrication oil (as per maintenance manual) of the engine	Monthly
6	Adjustment of valve clearance etc.	Monthly and As & when required
7	Checking of batteries for charged condition	Monthly
8	Cleaning of fuel tank	Quarterly
9	Rectification of defects noticed during inspection	As & when required
10	Over-hauling.	annually
C	**Fire Extinguishers:**	
1	Carry out the routine inspection	Monthly
2	Clean the extinguisher body and examine for any corrosion or mechanical damage and examine that the safety clip is in position	Monthly
3	Polish the brass parts with basso. Polish the painted portion with little colourless wax polish	Monthly
4	Free the nozzle for any deposits	Monthly
5	Free the holes in cap of any solidified polish	Monthly
6	Checking that the hook and pin attached to wall is firm	Monthly
7	Checking that plunger is in fully extended position and is neither too loose nor too tight	Monthly
8	Removing the cap, examining the washer for softness and replace if it has become hard.	Half-yearly
9	Examining vent holes in caps, nozzle, and snifter valve (where fitted) and ensure that they are perfectly clean.	Half-yearly
10	Removing the contents in clean buckets and examining inside of the cylinder for any corrosion or damage. If sedimentation has taken place, stir the contents in the buckets with a stick till the solution is clear. If the turbid persists discard it. Dissolve fresh charge in clean warm water and refill the cylinder up to refilling point	Half-yearly
11	Examine the sealed acid bottle. If cracked, replace with new one	Half-yearly
12	Slightly grease the threads and tighten the cap as tight as possible. Replace the protection caps of nozzle and plunger	Half-yearly
13	<u>Water type (Gas Cartridge Pressure) & Carbon Di Oxide Extinguishers:</u> • Withdraw the gas cartridge. • Ensuring sealing disc is intact. • Checking the piercing mechanism.	Half-yearly

	• Weighing the cartridge. If the weight loss is more than 10% of the weight stamped on the body of the cartridge, actuate the extinguisher for demonstration. Use fully charged cartridge while refilling. • Checking the cap vent holes and nozzle for clogging. • Throwing away the water and replace by fresh clean water. • Putting fully charged cartridge and screw on cap tightly before installing. • Checking the operating mechanism and discharge valve for free movement	
D	**Fire Alarm System**	
1	Cleaning and testing of each and every smoke detector	Quarterly
2	Testing of Manual call points	Quarterly
3	Testing of Main Control panel for all the functions such as fault and fire and all the hooters along with testing of all the functions of fire and fault in various floors	Quarterly
4	Checking of batteries for charged condition.	Quarterly
5	Checking of all response indicators	Quarterly
6	Testing of public address system.	Quarterly
7	Rectification of defects noticed during inspection and	Quarterly
8	Replacement of manual call points glass.	Quarterly
E	**Duties of The Fire Operator**	
1	Testing / starting all the fire pumps on each shift	Daily
2	Checking Diesel engine batteries are properly charging	Daily
3	Checking Diesel engine fire pump diesel level, if less arrange for filing the same	Daily
4	Maintaining the record of testing & report to control room	Daily
5	Checking fire tank water level, if less arrange for filling the same.	Daily
6	Checking riser and report if any fault to fire officer	Daily
7	Assisting other maintenance staff of the hydrant & sprinkler for repair/maintenance.	Daily
8	Attending all phone calls at pump room	Daily
9	Checking the fire alarm system by opening manual call point.	Daily
10	Checking of position of fire extinguishers and its servicing/refilling due date	Daily

J. GARDEN MAINTENANCE SERVICES

a) Lawn

Sr. No.	Particular	Frequency
1	Cleaning of lawn area	Daily
2	Watering	Alternate days
3	Forking/ Earthing up	Weekly
4	Weeding	Fortnightly
5	Mowing/ Scraping	Fortnightly
6	Patch filling	Monthly
7	Spraying	As required

b) Edges/ Hedges

Sr. No.	Particular	Frequency
1	Watering	Daily
2	Forking/ Loosening of soil	Weekly
3	Weeding	Fortnightly
4	Cutting	Fortnightly
5	Gap filling	Monthly
6	Spraying	As required

c) Shrubs / Trees

Sr. No.	Particular	Frequency
1	Watering	Daily
2	Basin making	Weekly
3	Weeding	Fortnightly
4	Stacking / Tying	Fortnightly
5	Trimming/ Trainings	Monthly
6	Gap filling	Monthly
7	Spraying	As required

d) Ground Cover/ Flower bed

Sr. No.	Particular	Frequency
1	Watering	Daily
2	Forking/ Loosening of soil	Weekly
3	Weeding	Fortnightly
4	Cutting	Fortnightly
5	Gap filling	Monthly
6	Spraying	As required
7	Removing of dried leaves & branches	As required

K. SUPPLY OF CLEANSING MATERIAL PER MONTH TO THE RESIDENTS

(i). TEGS-I AND ABOVE (53 FLATS)

SR NO	DESCRIPTION	QTY	UNIT
1	Handwash liquid soap of Dettol or equivalent approved by the Bank	2	250ml
2	Wash Room Cleaning Chemical of Harpic or equivalent approved by the Bank	1	500ml
3	Floor Cleaning Chemical of Liazol or equivalent approved by the Bank	2	500ml
4	Soft Broom of Gala/Kleenal or equivalent approved by the Bank	1	No.
5	Naphthalene Balls of approved quality	0.5	Kg.
6	Freshener Cube of Odonil or equivalent approved by the Bank	3	100gms.
7	Wet Mop Refill of Gala/Kleenal or equivalent approved by the Bank	1	No.
8	Floor Duster of approved quality	2	No.

9	Check Duster of approved quality	2	No.
10	Garbage bag Small of approved quality	3	Pkt.
11	Toilet disinfection chemical of Phenyl or equivalent approved by the Bank	2	Ltr.
12	Scrub of Scotch Brite or equivalent approved by the Bank	2	Nos.
13	Toilet Brush Gala/Kleenal or equivalent approved by the Bank	1	No.
14	Glass Cleaning Chemicals of Colin or equivalent approved by the Bank	1	500ml
15	Bucket 18ltr Gala/Kleenal or equivalent approved by the Bank	1	No.

(ii). SMGS-IV AND SMGS-V (24 FLATS)

SR NO	DESCRIPTION	QTY	UNIT
1	Naphthalene Balls of approved quality	1	100gms.
2	Freshener Cube of Odonil or equivalent approved by the Bank	1	100gms.
3	Garbage bag Small of approved quality	2	Pkt.
4	Wet Mop Refill of Gala/Kleenal or equivalent approved by the Bank	1	No.

Note:- The price should be quoted, taking into consideration the cost of above items to be supplied.

MACHINES / EQUIPMENT TO BE PROVIDED:

The above-mentioned works have to be carried in mechanized system for which the essential equipment is listed as under:

Sr. No.	Equipment	Use	Remarks
1)	Heavy duty Wet and Dry vacuum cleaner.	Drying of wet surfaces, suction of spillages	The equipment stated in these columns will have to be provided at the site by the Contractor.
2)	Carpet and Fabric Cleaner	For cleaning carpet	
3)	Wringer / Mopping Trolley	Moping of floors	
4)	Scrubbing Machine 3 in 1	Scrubbing/polishing of floors	
5)	Hand scrubber	Scrubbing of inaccessible by Single Disc Scrubber (Staircases, Toilet and Bathroom Dado etc.)	
6)	High pressure water jet spray machine	Pressure cleaning of pavements, toilets etc.	
7)	Window applicator and squeegee	For window glass cleaning	
8)	Telescopic pole	Removal of cobwebs, dust on ceiling or high-rise areas.	
9)	Stain Remover	For removing stain on carpet, floor surfaces, curtains etc,	

MANPOWER QUALIFICATION AND EXPERIENCE CRITERIA

Sr. No.	Particular	Manpower Category Along with Qualification
1.	**Supervisor** 7 am to 7 pm	*(Semiskilled Category)* HSC Passed and/or above with Minimum 5-year experience in Supervision and Manpower Handling.
2.	**Fireman** 8 am to 4 pm	*(Skilled Category)* Male, Age 22 to 35 years 12th pass + 6 months course from SFTC (State Fire Training Centre) Govt. of Maharashtra or any other relevant institute recognized by Govt. of Maharashtra and minimum 6-month work experience in fire safety in a high-rise building **OR** 10th pass + 6 months course from SFTC (State Fire Training Centre) Govt. of Maharashtra or any other relevant institute recognized by Govt. of Maharashtra and minimum 1-year work experience in fire safety in a high-rise building.
3.	**Housekeeping staff** 7 am to 7 pm	*Unskilled Category*
4	**Lift Operator** 7 am to 8 pm	*(Semiskilled Category, Minimum 10th pass)* with Minimum 3 Years' of relevant experience as Lift Operator along with mandatory License for the purpose.
5.	**Gardener** 8 am to 4 pm	*(Semiskilled Category)* with Minimum 3 Years' of relevant experience as Gardener.
6.	**Electrician** (3 shifts) 24 hrs.	*(Skilled Category)* Electrical Technician with Govt. recognized technical course (ITI or equivalent) in electrical trade with 1 to 2 years' relevant experience and possess mandatory License to work as Electrician as per Maharashtra Electricity rules.
7.	**Plumber** 8 am to 4 pm	*(Skilled Category)* with Minimum 3 Years' of relevant experience in similar field.
8.	**Water Service and Repair Technician**	*(Skilled Category)* with Minimum 3 Years' of relevant experience in similar field.

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

Note:

i. All the above-mentioned scope of works is indicative and not exhaustive; Bank reserves the right to add/delete any work under the scope of work. However, the Contractor has to properly maintain the campus/Building /Premises.

ii. Also, all the expenses towards maintenance of the equipment will have to be borne by the Contractor.
iii. The Contractor has to provide Uniform (displaying contractor's name), Shoes, hand gloves, personal protective equipment, necessary tools, etc. to all their staff members.
iv. Supervisors/Managers should visit different floors from time to time to ensure that each floors/toilet etc. remain clean and ready for use round the clock
v. All the consumables should be of specified make or equivalent brand of ISI mark as approved by the SBIIMS/SBI.
vi. The work of Pest Control treatment Services shall be got carried out through approved and Licensed agencies only. The name of the agency to be got approved from SBIIMS in advance.
vii. The Materials to be used for Pest Control should be Govt. approved as well as ecofriendly.

Annexure-11

DRAFT ARTICLES OF AGREEMENT

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

This AGREEMENT is made at Mumbai on this _____ day of _____ between SBI, having its Office at …… represented by its authorized officer (hereinafter called "the Employer") on the one part and M/s _____ (proprietorship/partnership firm/Company), incorporated under the provisions of the Companies Act and having its registered office at _____ (hereinafter called "the 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 Integrated Facility Management Services at ……. situated at …….

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

AND WHEREAS the Contractor and others submitted the Tenders and the Employer has awarded the contract relating to provide Integrated Facility Management Services at …….. situated at ……., as stated in the scope of work attached to the Tender Document to the 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 SBIIMS) 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 and the priced Schedule of Quantities.

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, materials/consumables etc. for efficient rendering of the maintenance services. Such sums/dues shall be payable on monthly basis subject to submission of bill / invoice. The specified materials / fittings/ fixtures not covered within the scope of work, shall be arranged by the contractor and

actual cost thereof shall be reimbursed by the Bank at prevailing market Rates or any approved rates of the Bank subject to production of GST paid Invoice/Bills duly authenticated by the Officer/Engineer-in-Charge of SBI. The contractor has to take necessary approval of rates, make and model of various maintenance material / items from the SBIIMs prior to its use in the work and Official payment thereon will be made after the same is duly certified by the Bank's officials to the effect that the maintenance services have been provided satisfactorily, including use of material, if any, subject to statutory deductions.

d) The above charges do not include Goods & Service Tax, but inclusive of all other taxes/duties/levies, whether existing or levied in future by the Central Government or the State Government or any local authority.

e) The 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 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 Contact 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, animals or any other things.
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. Supply and install biometric access attendance system in each colony/office and provide identity cards to his / her employees or agents who shall be doing the subject job at the Bank's premises at their own cost. All the employees and agents should bear 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 Maharashtra State Government Law or Central Government Law as applicable in case of the services covered under this contract.

xiii. Wherever warranted, as per the Scope of work, the Contractor shall provide skilled workmen staff having appropriate and valid licenses.

xiv. All staff deployed by the contractor in the Banks' premises shall be provided with uniform bearing Company's badge and safety shoes / footwear etc., once in a year.

C.TERMINATION OF AGREEMENT:

(a) Without prejudice to what is contained hereinabove, the SBIIMS 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 SBIIMS (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) for 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.

(b) 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 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 / Notarised 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.

F. The contractor shall indemnify and keep indemnified the SBIIMS 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, 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, 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 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.

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”.

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 hereinabove written.

Signed and delivered by SBI, Mumbai.
(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:

(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)

Annexure-12

LETTER OF DECLARATION

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

The Managing Director & CEO,
SBI Infra Management Solutions Pvt. Ltd,
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 TOP EXECUTIVES RESIDENTIAL BUILDINGS AT SAMRUDDHI APARTMENTS, SION LOCATED IN MUMBAI

Dear Sir,

Having examined the terms & conditions, schedule of requirements, scope of work etc. of the tender for the captioned work and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto and affecting the tender. I/We hereby offer to provide specified services in the said memorandum on the minimum manpower 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	Tender for Providing Integrated Facility Management Services for State Bank of India Top Executives Residential Buildings at Samruddhi Apartments, Sion located in Mumbai
b	Earnest Money	Rs.1,33,000/- (Rupees One Lakh Thirty Three Thousand Only)
c	Validity of Contract	For an initial period of 1 (One) year from the date of commencement of work subject to the renewal for two similar terms after expiry of initial period subject to satisfactory performance.

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

3. I/we have deposited Demand Draft / Banker's Cheque for a sum of Rs.1,33,000/- (Rupees One Lakh Thirty Three Thousand Only) as Earnest Money Deposit with SBI Infra Management Solutions Pvt. Ltd. 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 Infra Management Solutions Pvt. Ltd.

 Contractor Signature with Seal

4. We understand that as per terms of this tender, the SBIIMS may consider accepting our tender in part or whole or may entrust the work of housekeeping for proposed building. We, therefore, undertake that we shall not raise any claim / compensation in the eventuality of Bank / SBIIMS deciding to drop any of the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us on our approved rates and within the stipulated time limit without any extra claim for price escalation as provided for in clause 47 of Terms & Conditions of this tender.

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

6. Further, we confirm that we are eligible to quote this tender. In case any information is found incorrect at any subsequent point of time, our tender may be annulled / rejected by SBIIMS, 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

Annexure-13

DRAFT FORMAT OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

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

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

B.G. No._____ Value Rs._____
Date:

To

The ……
State Bank of India,
……
……...

Dear Sir,

Bank Guarantee of Rs _____ towards Security Deposit for the work of Providing Integrated Facility Management Services for State Bank of India Top Executives Residential Buildings at Samruddhi Apartments, Sion located in Mumbai

WHEREAS (Name and address of contractor/ vendor) (hereinafter called the Contractor) have entered into contract (for providing Integrated Facility Management Services for State Bank of India, ……. situated at Mumbai) with SBI as mentioned vide SBIIMS letter no…….. dated ……..and the correspondence and tender relating 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 SBI …… for performing their part of the contract obligations.

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

AND WHEREAS (Name of Bank and its branch) having their office at (address) the Guarantor, at the request of the contractor hereby furnishes a Performance Bank guarantee in favour of SBI ……. and Guarantees in the manner hereinafter appearing. In consideration of the premise, we (name of 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 SBI …….. and the contractor, the Guarantor shall, on demand without demur and without reference to the contractor pay to SBI …… immediately any sum claimed by SBI ……. under the said contract up to a maximum amount of Rs._____ (Rupees only).

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

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

The Guarantor shall not be discharged or released from the undertaking and Guarantee, by any arrangement, variations made between SBI and the 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.

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.

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

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

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

This guarantee shall continue to be in force notwithstanding the discharge of the 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.

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.

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

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

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

 Contractor Signature with Seal

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

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

Dated the …….

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

For & on behalf of (Bankers Name & Seal)

(Signature/s with designation/s of signatories)
(Banker's seal)

Annexure-14

DRAFT INDEMNITY BOND FORMAT

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

THIS DEED OF INDEMNITY BOND executed at Mumbai on this _____day of _____month of year Two Thousand and Eighteen (2018) 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

SBI Infra Management Solutions Pvt. Ltd, a wholly owned subsidiary of State Bank of India, having its Corporate Office at Nariman Point, Mumbai.

Whereas SBIIMS on behalf of State Bank of India has invited open bid tenders from the contractors for Tender for Providing Integrated Facility Management Services for State Bank of India Top Executives Residential Buildings at Samruddhi Apartments, Sion located in Mumbai.

The Contractor 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 Infra Management Solutions Pvt. Ltd vide their letter……..

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

In consideration of SBI Infra Management Solutions Pvt. Ltd having awarded the above said Contract, the Contractor hereby undertake to indemnify and keep harmless the SBI Infra Management Solutions Pvt. Ltd 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, Contactor hereby indemnifies and keep SBI Infra Management Solutions Pvt. Ltd 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