



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)

AMC FOR FIRE HYDRENT SYSTEM INSTALLED AT SBI,GITC,CBD BELAPUR AT NAVI MUMBAI AND AT SBI COLONY,NERUL.

THROUGH E-TENDER

Tender no.: GIT201908059

Note: EMPANELED VENDORS OF SBIIMS/SBI MUMBAI LHO/SBI CORPORATE CENTRE NEED ONLY APPLY.(Should possess Valid License issued by Directorate of Maharastra Fire Services under the Fire Prevention & Life Safety Measures Act)

Contractor should possess valid digital signature for this e-tender.

TENDER SUBMITTED BY:

NAME	:	_____
ADDRESS with e Mail	:	_____

GSTIN NO	:	_____
DATE	:	_____

SBI INFRA MANAGEMENT SOLUTIONS PVT.LTD.

**Circle Office, 1st Floor, 'C' wing State Bank Global IT Center,
Plot no.8, 9, 10, Sector 11, CBD Belapur, Navi Mumbai 400614.
Telephone:- 022 27537416**



NOTICE INVITING TENDERS

SBI Infra Management Solutions Pvt. Ltd. (hereinafter mentioned SBIIMS), SBI INFRA MANAGEMENT SOLUTIONS PVT.LTD. Circle Office, 1st Floor, 'C' wing State Bank Global IT Center, Plot no.8, 9, 10, Sector 11, CBD Belapur, Navi Mumbai 400614 on behalf of State Bank of India Invites Tenders for (Technical Bid) AMC FOR FIRE HYDRENT SYSTEM INSTALLED AT SBI,GITC,CBD BELAPUR , NAVI MUMBAI AND AT SBI COLONY,NERUL.

1.	Name of Work	AMC FOR FIRE HYDRENT SYSTEM INSTALLED AT SBI,GITC,CBD BELAPUR AT NAVI MUMBAI AND AT SBI COLONY,NERUL.
2.	Date and Time for downloading tender documents.	Tender document is available for download from 31 st Aug 2019 to 18 th Sep 2019 at Bank's website https://bank.sbi under "procurement News" section.
3.	Cost of Tender Documents	Rs. 1000 /- (Rupees One Thousand Only) (Non-Refundable). This Non-Refundable amount to be paid only through SB Collect Payment Portal available in SBI's online Banking site i.e. https://www.onlinesbi.com After successful payment, submit a print of the receipt carrying a Reference no. along with the tender application. For further details, refer annexure-A enclosed. Tender no.: GIT201908059
4.	Earnest Money Deposit (EMD)	Rs. 1800/- (Rupees One Thousand Eight Only) in the Form of Demand Draft/Banker's Cheque issued by any Nationalised/Scheduled Bank Drawn in favour of " SBI Infra Management Solutions Pvt. Ltd. " Payable at Mumbai , which is to be submitted along with the Technical Bid in a separate envelope super scribing "EMD" EMD shall be converted into Retention Money for successful Contractor, whose tender is accepted.
5	Initial Security Deposit (ISD)	2% of awarded value of work including EMD
6.	Retention Money	5 % (Including EMD+ISD)
7.	Last date, time and Mode of submission of Technical Bid document along with Authorization Letter, Tender fees and EMD.	The signed and stamped copy of Technical bid along with following documents in sealed envelope should reach to us on or before 18 th Sep 2019, 1500 hrs 1) Signed and stamped copies of complete Tender document. 2) EMD 3) Online Tender Fees receipt.



8	Address at which the Technical bid are to be submitted	The sealed envelope comprising all documents as stated above in Sr. No. 7 to be submitted to the following address and it should reach us on or before 18th Sep 2019 03:00 PM Vice President & Circle Head, SBI Infra Management Solutions Pvt. Ltd. (hereinafter mentioned SBIIMS), SBI INFRA MANAGEMENT SOLUTIONS PVT.LTD. Circle Office, 1st Floor, 'C' wing State Bank Global IT Center, Plot no.8, 9, 10, Sector 11, CBD Belapur, Navi Mumbai 400614 <u>Tenders received without any one or more document mentioned above shall be rejected and such bidders shall not have allowed to participate in online bidding note.</u>
9	Last date, time and Mode of submission of Price Bid (Part-2) (For Pre-qualified Bidders only)	Will be intimated to qualified vendors Website Details: https://etender.sbi The Price Bid to be submitted online through E-tendering Process. The bidder (Vendor/Authorized Dealer) should have valid digital signature for this e-tender. <u>E-Tender Agency:</u> M/s. E Procurement Technologies Ltd, Ahmedabad, Mr. Samjad Khan Phone: +91-79-68136868/6805/6857 Email: samjad@auctiontiger.net
10	Date, Time and Place of opening of Online Price Bid. (For Pre-qualified Bidders only)	a) Price Bid through Online E-tendering Process: at our Office: At 3:30 PM on 20th Sep 2019. SBI Infra Management Solutions Pvt. Ltd. (hereinafter mentioned SBIIMS), SBI INFRA MANAGEMENT SOLUTIONS PVT.LTD. Circle Office, 1st Floor, 'C' wing State Bank Global IT Center, Plot no.8, 9, 10, Sector 11, CBD Belapur, Navi Mumbai 400614
11	Completion period	AMC period One Year
12.	Validity for Offer	3 (Three) Months from The Date of Opening of Price-Bid
13.	Commencement of Work	7 th Day from the date of receiving of Work Order
14	Defects Liability Period	12 Months (Twelve months)
15	Payments terms	No advance payment shall be made. (Payment as per tender conditions)



16.	Period of Honouring Payment Certificate	15 Days from the date of receipt of bill.
17.	Insurance	As per Insurance clause of the Tender Document.
18.	Working Schedule for Commercial Buildings	In Co-ordination with all the other agencies without disturbing the functioning of the Bank.
19.	Liquidated Damages for Delay	Penalty clause as per the tender.
20.	Contact Person, Phone No and Mail Id for any clarifications	Contact Flt Lt Suresh 022-27537416. headgipc.sbiims@sbi.co.in
21.	Eligibility Criteria	1) EMPANELED VENDORS OF SBIIMS/SBI MUMBAI LHO/SBI CORPORATE CENTRE. 2) Valid License issued by Directorate of Maharashtra Fire Services under the Fire Prevention & Life Safety Measures Act

- 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.
- The bidder, who is the authorized representative and participating on behalf of company/ Dealer/vendor, should have a valid digital signature certificate (DSC) for this e-tender. The validity of the DSC should be at least 3 months.
- The signed copies of technical Bid documents, tender fees, authorization Letter, Technical Specification sheet and EMD should be submitted in sealed envelope, failing which tender summarily rejected.
- The price bid (Part-2) to be submitted only online.
- Payments towards the above work shall be made by SBI.
- SBIIMS reserves the right to increase or decrease the quantum of services, manpower to be provided and also reserves the right to reject, cancel or revise or accept any or all the tenders or part of tenders without giving any reasons thereto.
- SBIIMS reserves its rights to accept/reject any/all tender without assigning any reasons whatsoever and to increase or decrease the quantities of any item and contractor has to execute the same at the rate quoted and no correspondence shall be entertained in this regard.
- Conditional tenders are liable for rejection.

(Managing Director & CEO)

SBIIMS, MUMBAI



SAMPLE BUISNESS RULE DOCUMENT. (FOR PRICE BID)

BUISNESS RULE DOCUMENT OF ONLINE E-TENDERING FOR AMC FOR FIRE HYDRENT SYSTEM INSTALLED AT SBI, GITC,CBD BELAPUR AT NAVI MUMBAI AND AT SBI COLONY,NERUL.

Business rules for E-tendering:

Against this Enquiry for the subject item/system with detailed scope of work as per our specification, SBIIMS ON BEHALF OF SBI may resort to “E-TENDERING” i.e. ON LINE on INTERNET.

1. All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event.
2. For the proposed e-tendering, **vendors located at Mumbai, Navi Mumbai and Thane need only apply.**
3. SBIIMS will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
- 4.
5. Business rules like event date, closing and opening time etc. also will be communicated through service provider for compliance.
6. Vendors have to send the mail the compliance form in the prescribed format (provided by service provider) before start of E-tendering. Without this the vendor will not be eligible to participate in the event.
7. E-tendering will be conducted on schedule date & time.
8. At the end of E-tendering, the lowest bidder value will be known on the network.
9. **The lowest bidder has to send through email the duly signed filled-in prescribed format as provided on case-to-case basis to SBIIMS. through service provider within 24 hours of E-tendering/E-Reverse Auction without fail.**
10. In case SBIIMS decides not to go for E-tendering/E-Reverse Auction procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with SBIIMS shall be opened as per SBIIMS standard practice.
11. **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. SBIIMS has made arrangement with M/s. E-Procurement Technologies Ltd who shall be SBIIMS's authorized service provider for the same. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid:-

1. Computerized E-tendering shall be conducted by SBIIMS through M/s E-Procurement Technologies Ltd
2. M/s E-Procurement Technologies Ltd 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.



3. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online E-tendering.
4. BID PRICE: The Bidder has to quote the rate online in the SBIIMS specified format only.
5. 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.
6. If no bid is received within the specified date & time, SBIIMS, at its discretion, may decide to / scrap the e-tendering process / proceed with conventional mode of tendering.
7. LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by M/s E-Procurement Technologies Ltd . 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.
8. 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 as per scope of work mentioned in the tender and at the quoted bid price. In case either backs out from their quote or failed to execute the work within the specified or leave the job incomplete, SBIIMS/SBI shall be free to take action against the bidder as deemed fit including forfeiting their EMD/ISD/ASD and to de-panel such contractor from the panel of SBIIMS.
9. At the end of the E-tendering, the decision of SBIIMS regarding award of Contract shall be final and binding to all the Bidders.
10. SBIIMS shall be at liberty to cancel the E-tendering process / tender at any time, before ordering, without assigning any reason.
11. SBIIMS M/s E-Procurement Technologies Ltd shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
12. Other terms and conditions shall be as per techno-commercial offers and other correspondences till date.
13. Bidders are required to submit their acceptance to the terms & conditions / modality (Technical bid) given above before participating in the e-tendering.
14. E-TENDERING WINNER: At the end of the E-tendering then, SBIIMS will evaluate all the bids submitted and will decide upon the winner.
15. OTHER TERMS & CONDITIONS:
 - 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.
 - The Bidder shall not divulge either his Bids or any other exclusive details of SBIIMS to any other party.
 - SBIIMS decision on award of Contract shall be final and binding on all the Bidders.
 - SBIIMS along with M/s E-Procurement Technologies Ltd can decide to extend, reschedule or cancel any E-tendering.
 - M/s E-Procurement Technologies Ltd shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
 - M/s E-Procurement Technologies Ltd is not responsible for any damages, including damages that result from, but are not limited to negligence. M/s E-Procurement Technologies Ltd 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 Process Compliance Statement (Annexure II) duly signed to M/s E-Procurement Technologies Ltd

PROCESS COMPLIANCE STATEMENT (ANNEXURE II)

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

To,

M/s. E Procurement Technologies Ltd,
Ahmedabad, Mr. Samjad Khan
Phone: +91-79-68136868/6805/6857
Email: samjad@auctiontiger.net

AMC FOR FIRE HYDRENT SYSTEM INSTALLED AT SBI,GITC,CBD BELAPUR AT NAVI MUMBAI AND AT SBI COLONY,NERUL.

Dear Sir,

This has reference to the Terms & Conditions for the E-Reverse auction 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 and E-reverse auction 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 and E-reverse auction tool and have understood the functionality of the same thoroughly.
- 4) We confirm that SBIIMS and M/s E Procurement Technologies Ltd shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the E-tendering and E reverse auction 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 and E-reverse auction event.
- 5) We also confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.
- 6) We also confirm that we will mail the price confirmation & break up of our quoted price within 24 hour of the completion of the e-tendering and the format as requested by SBIIMSPL / M/s E Procurement Technologies Ltd
- 7) We, hereby confirm that we will honour the Bids placed by us during the E-tendering and E-reverse auction process.

With regards,

Date:

Signature with company seal Name:

Company / Organization:

Designation within Company / Organization:



Address of Company / Organization:

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

Contact Information:

M/s E Procurement Technologies Ltd.,	SBI Infra Management Solutions Pvt. Ltd.,
M/s. e-Procurement Technologies Ltd. (Auction Tiger), Ahmedabad, Mr. Samjad Khan Phone: +91-79-68136868/6805/6857 Email: samjad@auctiontiger.net	The MD & CEO, Head Office, SBI Infra Management Solutions Pvt. Ltd., Ground Floor, Raheja Chambers, Free Press Marg, Nariman Point, Mumbai- 400 021.
	Vice President SBI Infra Management Solutions Pvt. Ltd, GITC,CBD Belapur,Navi Mumbai 022 27537416 headgitc.sbiims@sbi.co.in

DRAFT ARTICLES OF AGREEMENT.

(THIS IS A SAMPLE ONLY: - AS ENTERED WITH LIFT VENDOR)

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

AGREEMENT FOR..... CONTRACT OFT STATE BANK OF INDIA AT GITC
BELAPUR. BETWEEN STATE BANK OF INDIA, GLOBAL IT CENTRE, BELAPUR
AND

.....

This Agreement for Lift AMC services (hereinafter "the agreement") made on day of 2019

Between

State Bank of India, a body Constituted under the State Bank of India Act, 1955 having its corporate office and central office at the State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai -400021 and Global IT Centre at plot no. 8,9,10 Sector-11,CBD, Belapur, Navi Mumbai-400614 hereinafter to as "the Bank" which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns of First Part.

And

Johnson Lifts Pvt. Ltd. Incorporated under the companies Act, 1956/2013 having its office at No.14, WICEL, Opp Seepz gate no.1, Central Road, Andheri (E), Mumbai – 400 093 and Head office at No.1, East Main Road, Anna Nagar, Western Extension, Chennai – 600 101 (hereinafter referred to as the "Vendor/Service Provider/Agency" which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and includes its legal heirs, representatives, successors and permitted assigns) of the Second PART.



WHEREAS the SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD. (SBIIMS), (a wholly owned subsidiaries of State Bank of India) invited for providing service for the State Bank of India (party of the first part) at SBI GITC, Belapur, Navi Mumbai and the party of the second part was selected for and agreed to provide the Services for RENEWAL OF COMPREHENSIVE MAINTENANCE CONTRACT OF 8 LIFTS INSTALLED AT STATE BABK OF INDIA AT GITC BELAPUR.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following terms and conditions hereinafter contained:-

1. DEFINATIONS & INTERPRETATIONS:

1.1 Capitalized Terms:

The following capitalized terms, unless the context otherwise requires, shall have the meaning set forth below for all purposes of this agreement.

1.1.1 "Agreement" means this agreement including all its Annexure, Schedule, documents ref. Work order no. SN/2018-19/1073 date 01.12.2018 hereinafter referred as "Work Order" all amendments therein agreed by the Parties in writing.

1.1.2 "The Bank" means State Bank of India (including its domestic branches), its subsidiaries and joint ventures.

1.1.3 "Service" means services and maintenance to be provided as per the requirements specified in the agreement, annexures, documents and any other incidental services and other obligation of the service provider covered under the agreement.

1.1.4. "Project Cost" means the price payable to Service Provider over the entire period of Agreement (i.e. Rs. 40,27,537/- Plus GST (fourty lacs twenty seven thousands five hundred and thirty seven only) for the full and proper performance of its contractual obligations.

1.2 Interpretations:

1.2.1 Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).

1.2.2 The singular includes the plurals and vice versa.

1.2.3 Reference to any gender includes each other gender.

1.2.4 The provision of the contents table, headings, clause numbers, italics, bold print and underline is for ease of reference only and shall not affect the interpretation of this Agreement.

1.2.5 The schedules, Annexures, work order and Appendices to this Agreement shall form part of this Agreement.

1.2.6 A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreement.

1.2.7 A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substitute for, and any statutory instrument issued under the statute, regulation, rule or other legislative provision.

1.2.8 Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.

1.2.9. The terms not defined in this agreement shall be given the same meaning as given to them in the work order No...SN/2018-19/1073 dated 01.12.2018 If no such meaning is given technical words shall be understood in technical sense in accordance with the industrial practices.

2. COMMENCEMENT & TERM:

2.1 The agreement shall be valid for the period from the date of commencement of work i.e for lift no. L-G 5705 to L-G5708 is 01.07.2018 To 31.10.2021 & for Lift no. L-G 5701 to L-G5704 is 01.11.2018 to 31.10.2021 subject to continuous satisfactory performance. In case of breach of contract or in the event of not fulfilling the minimum requirements/ statutory requirement/ satisfactory services etc., the Bank shall have the right at any time to terminate the contract by



giving prior notice and making all the payments due, if any till such period the services were rendered by the Service Provider.

2.2 Unless terminated earlier in accordance with this Agreement, the Agreement shall come to an end on completion of the term specified in the Agreement or on expiration of the renewed term as the case may be. The Bank may consider renewal of the AMC contract tender provisions subjects to satisfactory performance. However, renewal of contract is the discretion of the BANK and cannot be claimed as right of the contractor.

2.3 AMC period shall be from 01.07.2018 To 31.10.2021 for Lift No. L-G5705 To L-G5708 & For Lift No. L-G5701 To L-G5704 is 01.11.2018 To 31.10.2021

3. SCOPE OF THE AMC SERVICES AND MANPOWER:

3.1 Scope of Service:

A) Preventive Maintenance Services

Lift shall be regularly, at least once in every month and systematically examined, adjusted and lubricate and if conditions warrant, the components rendered defective due to normal wear and tear will either be repaired or replaced without any extra charges except which are excluded in part B. Company shall ensure the proper working of lift controller and safety interlocks to prevent any type of malfunctioning of the lifts.

(i) Routine servicing/troubleshooting/ seating/ adjustment / cleaning/ lubrication/ checking of safeties etc. To ensure smooth and trouble free working of the lifts.

(ii) Repairs / replacement of the lifts including re-loading software etc. In the event of any breakdown including replacement of spares/ components/ sub-system/ cards/ motors/ ropes and any other component, part or whole, which may need replacement / repairs.

(iii) Import of spares and stocking them shall be responsibilities of the tenderer, non availability of spares/ components will not be accepted.

(iv) All manufacturers preventive maintenance schedules/ replacements/ periodicity of components like ropes, electrical/electronics parts including checking of safety devices, protections like rope slip, load testing etc, shall be strictly followed as per maintenance indicated above.

(v) The scope of maintenance in addition to periodic maintenance will also include attending to / any number of breakdown calls.

f) The major repair resulting in stoppage of the lift shall be rectified within 4 days, The following items will be considered as Major repair:

(a) Rewinding of Motor

(b) Replacement of rope.

(c) Replacement of bearing, gears etc. In gear box,

(d) Replacement of guide shoes for the car and counter weight.

(e) Replacement of trailing cables/ control wiring.

(f) VVVF controller replacement.

(g) Replacement of car and counter weight bearing.

B) EXCLUSIONS

Assume no responsibility for refinishing, repairing the following non-proprietary items of the lift of the lift equipment and we have not included for the same in this contract; Car enclosures, car flooring, hoist way enclosure, hoist way and car door, door and gate handles, door beading, door glasses, door frames, sills, push box covers in landings and car electric incoming mains, main switch, EPBX Telephone intercom, All kind of TFT/LED/LCD displays, access control systems, fan and light fittings, mirror, alarm bell and buzzer, emergency light, alarm device & batteries.

3.2 Service Provider shall strictly comply with all requirements of labour and such other statutory laws in relation to the services to be provided and the personnel engaged by it and he shall be solely responsible for all acts of the said personnel so enrolled/engaged and shall and will not be any privities of contract for any purpose and to any intent



between the Bank and said personnel so engaged by the Service Provider. The bank shall not be liable / or answerable for any claims or demands which may be raised by the personnel so engaged by the Service Provider and it shall be the sole responsibility and liability of the Service Provider to answer all such claims or demands of the said personnel so engaged, under any law for the time being in force.

3.3 Service Provider shall be responsible for the good conduct and performance on the part of his personnel and the Service Provider shall and be deemed for all legal and contractual purposes, the employer of the said personnel engaged by it and such persons shall not have any claim for employment in the Bank in whatsoever and howsoever manner or in any connection therewith against the Bank now or at a future date. Service Provider will, at the request of the authorized officer of the Bank/establishment remove from the work any person engaged by him for the services who may be unsuitable or incompetent, or whose conduct is not trustworthy or who misbehaves and or not courteous with the employees of the Bank or its customers or third parties.

3.4 Service Provider shall be responsible for the training, allotment of duties, hours of work and timing to the engaged personnel for the purpose. Service Provider shall alone have the right to exercise control, give direction and manage the personnel engaged for the purpose.

3.5 Service Provider shall provide proper uniform to all personnel and ensure their cleanliness and upkeep. Separate uniforms need to be provided for different categories of staff viz, supervisors, skilled/unskilled and others etc.

3.6 Service Provider shall obtain adequate Insurance Policy in respect of the personnel engaged for the service, towards meeting the Liability of Compensation arising out of death, injury/disablement at work etc. and shall regularly and punctually pay each and every premium as and when the same shall become due during the currency of these presents. The bank shall not be liable for any claims / demands made by the personnel to be engaged by the Service Provider or for any injury or death of Service Provider's personnel takes place at the premises of the bank due to reasons directly attributable to the said personnel.

4. FEES, TAXES DUTIES AND PAYMENT:

4.1 The Bank shall pay to the Service Provider amounting to Rs. /- more particularly describe in Work Order for rendering the services. The Above said consideration amount as applicable is exclusive of GST or any other applicable taxes as may be levied by the Government in lieu of GST from time-to-time and the same shall be charged in addition to the Consideration Amount.

4.2 No price escalation, except Price Variation/ Escalation clause shall be entertained by THE BANK.

4.3 In addition to the Contract payments, the THE BANK shall pay separately for any additional services required by the THE BANK, which are not specified in the Price Schedule, the cost for which will again be mutually decided by the THE BANK and the Service Provider

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

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

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

4.7 Service Provider shall ensure timely payment of wages/salary to the persons employed by him

4.8 The payment shall be made on quarterly basis at the end of each completed block of 3 months as per agreed annual contract rates for respective years.



4.9 Service Provider shall bear the stamp duty on the original of this agreement and in respect of all agreements that may be entered into with the Bank to give effect to this agreement, which shall be executed in duplicate, and the BANK shall retain the original and Service Provider shall retain the duplicate.

5. AGENCY'S OBLIGATIONS:

5.1 Service Provider shall provide services to Lifts installed at THE BANK's commercial premises as per Schedule of Requirements by the Bank during the Contractual period and it shall always form part and parcel of the Contract. Service Provider shall abide by such assignments as provided by the Bank from time to time.

5.2 Service Provider shall provide services through its uniformed and trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Service Provider and the BANK shall not in any manner be liable and all statutory liabilities (such as ESI & PF etc.) shall be paid by the Service Provider

5.3

5.4 Service Provider shall cover its personnel under insurance policy for personal accident and death whilst performing the duty and punctually pay each and every premium as and when the same shall become due during the currency of these presents and THE BANK shall own no liability and obligation in this regard.

5.5 Service Provider shall exercise adequate supervision to reasonably ensure proper performance of Services in accordance with Schedule of Requirements and ensure that the services rendered under this agreement are carried out to the satisfaction of the Bank.

5.6 Service Provider shall issue identity cards / identification documents to all its employees who will be instructed by the Service Provider to display the same.

5.7 The personnel of Service Provider shall not claim to be the employees of the BANK and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment / duty under this Contract from THE BANK. Service Provider shall make them known about this position in writing before deployment under this agreement.

5.8 Service Provider shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc. as per their eligibility criteria and shall furnish proof thereof.

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

5.10 All necessary reports and other information shall be supplied immediately as and when required and regular meetings will be held with the BANK.

5.11 Service Provider shall not employ any person below the age of 18 years.

5.12 Service Provider will be solely responsible for the employment of persons and payment of salaries, allowances and other benefits to his employees and THE BANK shall in no way responsible for the same. Service Provider should not wait for the BANK's payment to pay to his employees.

5.13 In case any personnel of the Service Provider suffers injury / damage or meets with an accident during the discharge of duties, the entire cost of compensation should be borne by Service Provider and THE BANK shall stand indemnified against any such claim for compensation.

5.14 Ensure proper substitute arrangement is made against absenteeism.

5.16 In case the Manpower provided by Service Provider are found at fault, Service Provider should visit the site immediately to take control of the situation.

5.17 THE BANK shall not be responsible fully or partly to any labour or other dispute that may arise between the Service Provider and their staff.



6. AGENCY'S LIABILITY

6.1 Service Provider shall completely indemnify and hold harmless the BANK and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by Service Provider or any of its employees engaged in the provision of the manpower services to the BANK.

6.2 Service Provider shall not be liable in any way whatsoever and the BANK hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:

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

6.4 Service Provider shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof without the prior permission of THE BANK. In the event of contravening this condition, THE BANK shall be entitled to place the contract elsewhere at Service Provider's risk and cost and Service Provider shall be liable for any loss or damage, which the BANK may sustain in consequence or arising out of such replacing of the contract.

6.5 Service Provider undertakes, accepts and admits absolute and complete responsibility for the service conditions, claim, damages and other compensations of the personnel enrolled by Service Provider and will be liable for and unequivocally assume responsibility for due compliance with all the requirements of all statutory obligation, duties and liabilities (including insurance) and to pay all such claims, costs, damages, expenses, fines, penalties and compensation which may arise out of any claim, suit or prosecution for contravention thereof. Service Provider shall indemnify and keep the Bank indemnified from and against all such claims, demands, costs, charges, fines or penalties and compensations etc. if any as aforesaid.

6.6 Ensure that no employees of Service Provider will enter or remain on the Bank's premises beyond the specified time limits unless and absolutely necessary for fulfilling Service Provider Obligations.

7. INSURANCE:

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

8. TERMINATION:

8.1 The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:

- (i) If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by the Bank;
- (ii) If Service Provider fails to perform any other obligation(s) under the Agreement;
- (iii) Violations of any terms and conditions stipulated in the Tender Documents or Work Order;
- (iv) On happening of any termination event mentioned herein above in this Agreement.

Prior to providing a written notice of termination to Service Provider under clause 8.1 (i) to 8.1 (iii), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.



8.2. The Bank, by written notice of not less than 90 (ninety) days, may terminate the Agreement, in whole or in part, for its convenience. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

8.3. The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities:

(i) If any Receiver/Liquidator is appointed in connection with the business of Service Provider or Service Provider transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.

(ii) If Service Provider applies to the Court or passes a resolution for voluntary winding up of or any other creditor / person files a petition for winding up or dissolution of Service Provider.

(iii) If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employees.

(iv) Any document, information, data or statement submitted by Service Provider in response to Tender Documents, based on which Service Provider was considered eligible or successful, is found to be false, incorrect or misleading.

8.4 In the event of the termination of the Agreement Service Provider shall be liable and responsible to return to the Bank all records, documents, data and information including Confidential Information pertains to or relating to the Bank in its possession.

8.5 In the event of termination of the Agreement for material breach, the Bank shall have the right to report such incident in accordance with the mandatory reporting obligations under the applicable law or regulations.

8.6 If during the currency of the Contract, any Statute, rules/govt. notification prohibits employment of the Contract Labour for the services envisaged under this agreement or otherwise, the contract shall come to an end forthwith and no compensation shall be payable to Service Provider or its workmen/employees from the date of such prohibition.

10. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES:

10.1 Notwithstanding anything else contained in the Agreement, neither Party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.

10.2 For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or sub-contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

10.3 If Force Majeure situation arises, the non-performing Party shall promptly notify to the other Party in writing of such conditions and the cause(s) thereof. Unless otherwise agreed in writing, the non-performing Party shall continue to perform its obligations under the Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

10.4 If the Force Majeure situation continues beyond 30 (thirty) days, either Party shall have the right to terminate the Agreement by giving a notice to the other Party. Neither Party shall have any penal liability to the other in respect of the termination of this Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

11. LABOUR LAW COMPLIANCES:

11.1 The engagement and employment of labours and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of Service Provider and any breach of such laws or regulations shall be deemed to be breach of this contract. Service Provider should possess, for the entire duration of these presents all licenses and registration as may be required under law and shall be responsible to register itself and obtain a valid



license under the Contract Labour (Regulation and Abolition) Act, 1970 and rules there under. Service Provider shall comply with all rules and regulations in force under the said Act and Rules.

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

11.3 Service Provider shall be liable solely for any legal dispute / case/ claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.

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

11.5 Service Provider shall submit periodical returns as may be specified from time to time under the statutes applicable for the services rendered under this Contract.

11.6 Service Provider shall comply with the provisions of State/Central Government rules and regulations under minimum wages Act. 1948, Contract labour (regulation and abolition) Act. - 1970, Employee Liability Act.- 1938, Workmen's Compensation Act.-1923, Industrial Disputes Act.- 1947, Employees State Insurance Act.- 1948 or Any modifications thereof or any other laws relating thereto and rules made there under from time to time.

11.7 Service Provider shall discharge obligations as provided under various applicable statutory enactment including EPF and Miscellaneous Provisions Act. - 1952, ESI Act. - 1948, The Employees State Insurance (ESI) Act. - 1948, The Contract Labour (R&A) Act.- 1970, The Minimum Wages Act.- 1948, The Payment of wages Act.- 1936 and Others relevant Act., Rules and Regulations instructions etc. issued/enforced from time to time.

11.8 The workforce deployed for this job contract shall be the regular employee of Service Provider shall be responsible for the recruitment, training and retrenchment of the employee of their establishment and for settlement of dispute arising out of the terms and conditions of services of the personnel.

11.9 On commencement of the contract, Service Provider shall continue to have valid ESI, PF Code Number till conclusion of the contract. THE BANK/SBI/MS reserve the rights to withhold any payment, if ESI & PF contributions are not paid by the Service Provider and proof to that effect have not been produced regularly by Service Provider to THE BANK/ as per their requirement. Non-production of PF & ESI challans of monthly bill subscription before its due date but not later than 21st of every month by Service Provider shall be liable for action against Service Provider and also suitable penalty will be levied by the officer in charge as deemed fit.

12. ADDITIONAL CONDITIONS:

12.1 Resolution of dispute:

All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement (including dispute concerning interpretation) or in discharge of any obligation arising out of the Agreement (whether during the progress of work or after completion of such work and whether before or after the termination of this Agreement, abandonment or breach of this Agreement), shall be settled amicably.

12.2 Arbitration:

12.2.1. If the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any party notifying the other regarding the disputes, either party (the Bank or Service Provider) shall give written notice to other party clearly setting out there in, specific dispute(s) and/or difference(s), and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties.

12.2.2. In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing



the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws and the arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996.

12.2.3. Service Provider shall continue work under the Agreement during the arbitration proceedings, unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

12.2.4. Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

12.3 Governing Language:

English language version of the contract shall govern its interpretation.

12.4 Applicable Laws And Jurisdiction:

This Agreement shall be governed by laws in force in India. Subject to the arbitration clause above, all disputes arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of the courts at Mumbai only.

12.5 GENERAL INDEMNITY:

:

12.5.1. Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages,, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank.

14. GENERAL TERMS AND CONDITION:

14.1 Nothing contained in these presents is intended nor shall be constructed to be a grant, demise or assignment in law of the premises or the articles/equipment's or any part thereof by the Bank to Service Provider and/or its personnel and they shall vacate and handover the same in good working condition and order upon termination of these presents either by efflux of time or otherwise.

14.2 Service Provider 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 its discretion but without prejudice to its other rights and remedies terminate this contract.

14.3 Service Provider shall be responsible for any loss due to theft/pilferage and /or damage to the Bank's property when such damage is proved to be caused due to negligence, carelessness or any fault on the part of Service Provider or its Workmen/employees engaged for the service and quantum of loss arrived at by the authorized representative of the Bank/SBIIMS is final and binding on Service Provider and such losses shall be recovered by the Bank/SBIIMS from the charges payable to the Service Provider under clause 2 and otherwise also such losses shall be recoverable by the Bank/SBIIMS. Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as and when requested.

14.4 Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this Agreement will not automatically operate as a waiver of such right, power or remedy or any other right, power or remedy and no waiver will be effective unless it is in writing and signed by the waiving Party. Further the waiver or the single or partial exercise of any right, power or remedy by either Party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.



14.5 This Agreement may not be modified or amended except in writing signed by duly authorized representatives of each party with express mention thereto of this Agreement.

14.6 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (v) This Agreement;
- (vi) Annexure of Agreement;
- (vii) Work Order No. _____ dated _____; and
- (viii) Tender Document No. dated

14.7 Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.

14.8 Each of the undersigned hereby represents to the other that she/ he is authorized to enter into this Agreement and bind the respective parties to this Agreement.

14.9 For redressal of complaints of sexual harassment at workplace, Parties agree to comply with the policy framed by the Bank (including any amendment thereto) in pursuant to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including any amendment thereto.

15. CONFIDENTIALITY:

15.1 Service provider 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 Service provider 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. Service provider 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. Service provider shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. Service provider shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of

contract on the part of Service provider and the Bank shall be entitled to claim damages and pursue legal remedies.

15.2 THE COMPANY 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 COMPANY obligations with respect to non-disclosure and confidentiality will survive till the expiry or termination of this agreement for whatever reason and even after expiry or termination of the agreement.

IN WITNESS WHEREOF, the parties executed this agreement on this ----day of-----,

SIGNED, SEALED AND DELIVERED

For State Bank of India

For Johnson Lifts Pvt. Ltd

Asst General Manager (Estate)

Authorized Signature

Witness

Witness

1.

1.

2.

2.



INSTRUCTIONS TO THE TENDERERS.

AMC FOR FIRE HYDRENT SYSTEM INSTALLED AT SBI,GITC,CBD BELAPUR AT NAVI MUMBAI AND AT SBI COLONY,NERUL.

Scope of Work

SBIIMS on behalf of State Bank India GITC Belapur proposes to CARRY OUT the AMC FOR FIRE HYDRENT SYSTEM INSTALLED AT SBI,GITC,CBD BELAPUR, NAVI MUMBAI AND AT SBI COLONY,NERUL. All replaced parts make shall be of their respective brands. All the complaints to be attended during the contract period round the clock.

SCOPE AND RESPONSIBILITY

Your scope of work shall include checking. Cleaning repairing/rectifying and keeping the system in working condition on monthly basis as per details given below :

(1) FIRE PUMP TESTING (ELECTRICAL / DIESEL ENGINE DRIVEN PUMP SETS)

Test(s) shall be conducted to determine the delivery head flow KWH and BHP of the pumps. All leaks, pressure dropping and defects in the joints, tees, elbows, valves etc. revealed during the test shall be rectified. The pumps shall also be tested for its desired performance and function by opening hydrants valves on each floor / yard separately and floor landing. The starting and cutting out pressure setting of starting devices shall also be checked for its correct operation.

You will maintain all pumps joints, piping valves, accessories, pipe connections, electrical wiring motor (s) and motor control panels.

The tests results shall be recorded in a separate logbook and counter signed by SBI

1. Adjustment/tightening of nuts bolts of the pump and motor/engine and other fitments.
2. Checking of fuel/electrical, cooling and lubrication system of the diesel engine.
3. Checking and cleaning of oil filter.
4. Checking of Governor.
5. Changing of lubrication oil.
6. Checking the level (specific gravity) of acid of lead batteries the testing of batteries for charged conditions with the help of measuring meter.
7. Checking cleaning/ maintenance of fuel tank for serviceability.
8. Proper working of alternator/ Dynamo/ Starter.
9. Cleaning, Functional testing and servicing/ maintenance of control panels.
10. Maintenance of exhaust manifold for leaks and tightness.



11. During usual servicing/ maintenance if any defects noticed, any advices/suggestions for system improvements should be brought to our notice. In case of alteration and addition is to be made, prior permission to be obtained and inventory to be made in the concerned book/logbook.
12. If any spare parts are required to be replace to maintain the system for working condition should be procured by you as per the prevailing current market rates subject to the satisfaction/ approval of our authorized person and also the spares parts should be original.
13. Polishing of all brass parts.
14. At the time of opening any valve in the system (in case of leakage or pressure drop also) the electric pump should start automatically for which the MCC and the pressure vessels to be checked and maintained.
15. Empty down the whole system once in every three months.
16. Check all hydrant valves and close if any valve is open. Also, check that all suction and delivery connections are properly made.
17. Test run and check rotation of each motor and correct the same if required.
18. Fire Brigade inlet connection to be checked.
19. Greasing of pump bearing, changing of packing ropes and adjust the glands.
20. All gauges to be tested and readings to be recorded.
21. Once in three months hose pipe drill to be carried out in every alternate month. The hose pipes 63 mm dia (RRL/Non-Percolating/CP) to be tested hydraulically. Check each landing valve male female couplings and branch pipes for compatibility with each other.
22. At the time of operation AC / Diesel pumps should show the pressure of 7 Kgs/cm².

(2) **FIRE HYDRANT SYSTEM :**

1. **Hydrant Valve :** Brass Polishing regular replacement of the packing rope of spindle rubber washer gasket etc. greasing and leakage arresting.
2. **Hose Reel :** Hose Reel Nozzle and stop valve cleaning polishing and leakage arresting and handle of nozzles should be free motion. Application of chalk powder to rubber hose reel winding and rewinding of the hose reel (changing faces)
3. **Butterfly Valve/Sluice Valve :** Regular cleaning of deposits/ scales on the wedges flaps gates changing of packing rope, changing of the gasket, changing of rusted nuts and bolts greasing and leakage arresting.
4. **Non Return Valve :** regular Cleaning of deposits/scales on the wedges. Inside flaps etc. changing of rubber gaskets and leakage arresting.
5. **Air Release Valve :** Cleaning greasing of spring adjustment of spring tension etc.
6. **Pressure Switches :** Testing of pressure switches.
7. **Control Panel :** Testing of control panel for pumps for all functions and the reading to be recorded in the logbook.



8. Open hydrant valve and allow the water to flow into the firewater tank in order to avoid wastage of water the main Fire pump should start at the pre set pressure and should not “Cut-off” automatically.
9. The entire hydrant opening should be pressure tested and same should be logged in the logbook.

(3) **TESTING OF M.C.C:**

1. Operation of all instruments and meters provided on the M.C.C.
2. Tightening of all electrical contacts on quarterly basis.

(4) **PIPE WORK:**

1. Check the entire clamp supports provided for the pipes.

(5) **SUPPLY OF MATERIAL:** Supply of material will be in Banks scope.

(6) **PENALTY CLAUSE:** After the reporting of the breakdown of the system, you are requested to attend the problem in 24 hours. Charges for delay per day after reporting will be Rs. 200/- and minimum 5% of order value.

(7) **PAYMENT:** Quarterly payment will be made at the end of the quarter after submitting bill along with the report.

(8) **GENERAL :**

(a) The contractor has to wages to their employees engaged as per the latest requirement of minimum wages act applicable to the central Government (including ESIC, PF, etc.,). Only those proposals where amounts quoted are more than the minimum wages amount calculated on the basis of minimum wages. The rates quoted should be such that the contractor can absorb the future increase in minimum wages during the initial one year contract period. Bank may consider renewing the contract for the further a period of one year (not more than two years) at the Bank’s discretion only.

(b) The contractor has to ensure safe working of their workmen at the site. The safety guidelines not limited to the following acts shall be followed by the contractor.

- Electricity Act 1945
- Electricity Regulations 1947
- Electricity (Licensing) Regulations 1991
- Occupational Safety and Health Act 1984
- Occupational Safety and Health Act 1996



SBI shall not be liable in respect of any damages or compensation payable under law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the contractor. The contractor shall indemnify and keep indemnified against all such damages and compensation, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Contractor shall provide for adequate cover to his employees as per provisions of employees compensation Act 1923. Value of insurance should be as per the Government rules and shall be borne by the contractor. Validity should be till completion of the contract period. The contractor should submit the copy of insurance and premium paid or ESIC details to SBI whenever required.

(c) Successful contractor shall be required to enter into an agreement with the Bank. The agreement will be stamped by the contractor at their own cost i.e., Stamp duty should be borne by the contractor.

2.0 Tender documents

2.1 The work has to be carried out strictly according to the conditions stipulated in the tender consisting of the following documents and the most workmen like manner.

Instructions to tenderers

General conditions of Contract

Special conditions of Contract

Priced bid

2.2 The above documents shall be taken as complementary and mutually explanatory of one another but in case of ambiguities or discrepancies, shall take precedence in the order given below;

- a) Price Bid
- b) Technical specifications
- c) Special conditions of contract
- d) General conditions of contract
- e) Instructions to Tenderers
- f) Scope of the work

2.3 Complete set of tender documents including relative drawings can be downloaded from the website www.sbi.co.in



2.4 The tender documents are not transferable.

3.0 **Site Visit**

All the bidders are advised to visit the site of work to understand the scope of work before quoting the rates.

3.1 The tenderer must obtain himself on his own responsibility and his own expenses all information and data that may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The tenderer is requested satisfy himself regarding the availability of water, power, transport and communication facilities, the character quality and quantity of the materials, labour, the law and order situation, climatic conditions local authorities' requirement, traffic regulations etc;

The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

4.0 **Earnest Money**

4.1 The tenderers are requested to submit the Earnest Money of **Rs. 1800/- (Rupees One Thousand and Eight Hundred Only) by means of Demand Draft / Pay Order** (Valid for a period of 180 Days from the last date of submission of the tender) from any scheduled Nationalized Bank drawn **in favour of SBI Infra Management Solutions Pvt. Ltd. and payable in Mumbai.**

4.2 EMD in any other form other than as specified above will not be accepted. Tender not accompanied by the EMD in accordance with clause 4.1 above shall be rejected.

4.3 No interest will be paid on the EMD.

4.4 EMD of unsuccessful tenderer will be refunded within 30 days of award of Contract.

4.5 EMD of successful tenderer will be retained as a part of security deposit.

5.0 **Initial/ Security Deposit**

The successful tenderer will have to submit a sum equivalent to 2% of accepted tender value less EMD by means of DD drawn in favour of SBIIMS Pvt. Ltd. within a period of 15 days of acceptance of tender.

6.0 **Security Deposit**

6.1 Total security deposit shall be 5% of contract value. Out of this 2% of contract value is in the form of Initial Security Deposit (ISD) which includes the EMD. Balance 3% shall be deducted from the running account bill of the work at the rate of 10% of the respective running account bill i.e., deduction from each running bill account will be @10% till Total Security Deposit (TSD) including ISD reaches to 5% of contract value. The 50% of the Total Security Deposit shall be paid to the contract on the basis of certifying the virtual completion. The balance 50% would be paid to the contractors after the defects liability period as specified in the contract.



6.2 Additional Security Deposit

In case L-1 bidder quotes abnormally low rates (i.e. 10% or more, below estimated project cost), the bank may ask such bidder to deposit additional security deposit (ASD) equivalent to difference of estimated cost vis-à-vis L-1 quoted amount for due fulfilment of contract. Such ASD could be in the form of FDR / Bank's guarantee in the Bank's name as per format approved by the Bank. On successful completion of work ASD will be returned to the contractor. In case contractor fails to complete the work in time or as per tender specification or leave the job incomplete, the bank will be at liberty to recover the dues from ASD or to forfeit such ASD as the case may be within its sole discretion.

6.3 No interest shall be paid to the amount retained by the Bank as Security Deposit.

7.0 Signing of contract Documents

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract attached herewith within 15 days from the receipt of intimation of acceptance of the tender by the Bank. 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.

8.0 Completion Period

One Year.

9.0 Validity of tender

Tenders shall remain valid and open for acceptance for a period of 90 days from the date of opening price bid. If the tenderer withdraws his/her offer during the value period or makes modifications in his/her original offer which are not acceptable to Bank without prejudice to any other right or remedy the Bank shall be at liberty forfeit the EMD.

10.0 Liquidated Damages

The liquidated damages shall be 0.50% per week subject to a maximum of 5% of contract value.

11.0 Rate and prices:

11.1 In case of item rate tender

11.1.1 The tenderers shall quote their rates for individual items both in words and figure. In case of discrepancy between the rate quoted in words and figures, the unit rate quantity in words will prevail. If no rate is quoted for a particular item the contractor shall not be paid for that item when it is executed.

The amount of each item shall be calculated and the requisite total is given. In case of discrepancy between the unit rate and the total amount calculated from multiplication of unit rate and the quantity the unit rate quoted will govern and the amount will be corrected.



11.1.2 The tenderers need not quote their rates for which no quantities have been given. In case the tenderers quote their rates for such items those rates will be ignored and will not be considered during execution.

11.1.3 The tenderers should not change the units as specified in the tender. If any unit is changed the tenders would be evaluated as per the original unit and the contractor would be paid accordingly.

The tenderer should not change or modify or delete the description of the item. If any discrepancy is observed he should immediately bring to the knowledge of the SBIIMS Pvt. Ltd.

11.1.4 Each page of the BOQ shall be signed by the authorized person and cutting or overwriting shall be duly attested by him.

11.1.5 Each page shall be totalled and the grand total shall be given.

11.1.6 The rate quoted shall be firm and shall include all costs, allowances, taxes, levies.

11.1.7 The SBIIMS Pvt. Ltd. reserve their rights to accept any tenders, either in whole or in part or may entrust the work in phases or may drop the part scope of work at any stage of the project within its sole discretion without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.

11.1.8 In case it is decided by the SBIIMS Pvt. Ltd. to drop one or more items from the scope of work at any stage of the project, the contractor shall not be entitled to raise any claim / compensation for such deleted scope of work. Also, the SBIIMS Pvt. Ltd. may consider issuing work order for various buildings in phases but within a reasonable time interval and the contractor shall be bound to execute the same within the stipulated time period and as per rates quoted by them in this tender without any claim for price escalation.

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 and State Bank of India having its Head Office at Ground Floor, Raheja Chambers, Free Press Journal Marg, Nariman Point, Mumbai and at State Bank of India, Corporate Centre, State Bank Bhavan, Nariman Point, Mumbai, respectively.



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

‘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 Manpower for Visitor Management Services, Couriers services and Fire Services for State Bank of India, Corporate Centre, State Bank Bhawan, Madame Cama Road, Mumbai—21., 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. **0/- (Rupees Five 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,

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

13. SECURITY DEPOSIT:

- i. The successful bidder should submit a Security Deposit for 5% of awarded Annual contract value in the form of FDR/TDR issued by any Nationalised Bank in favour of "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 authorized representative shall be in attendance in the premises during all working hours for supervising the work. For any negligence of the service employed by the contractor or for any loss or damage caused or occasioned by himself, his agents or workmen in respect of the property of SBI, the contractor shall be personally responsible and shall make good the loss forthwith.

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

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.



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 other works.

26. If State Bank of India engages workers to complete any part or whole of the work as per this contract for any period, due to failure of the 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 as required by the employer. No Extra payment on this account will be made by the Employer.

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 organizations 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, details of daily record of 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, not following the standard work procedures and for violating rules and regulations for which the contractor shall be solely responsible.
- In case of any damage to property by the contractor, 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.

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.

49. 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.

50. 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.

51.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.

52. PRICE VARIATION CLAUSE:

Price variation for Labour component: Please note that all rates 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.

53. 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.

54. 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.



55. 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.

56. 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.

57.0 Settlement of Disputes and Arbitration

Except where otherwise provided in the contract all questions and disputes to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question , claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings specifications, estimates, instructions orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- i) If the Contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the authorized person of SBI/SBIIMS or in case the Contractor wants to dispute the validity of any deductions or



recoveries made or proposed to be made from the contract or raise any dispute, the Contractor shall forthwith give notice in writing of his claim, or dispute to the respective Circle/Vice President, SBIIMS, of respective Circle Office, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the Vendor shall not be entitled to raise any claim nor shall the SBI/SBIIMS be in any way liable in respect of any claim by the Contractor unless notice of such claim shall have been given by the Contractor to the V.P of respective Circle, SBIIMS, of respective Circle Office, in the manner and within the time as aforesaid. The Vendor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the respective Circle/Vice President, SBIIMS, of respective Circle Office, in writing in the manner and within the time aforesaid.

ii) The Circle/Vice President, SBIIMS, of respective Circle Office, shall give his decision in writing on the claims notified by the Contractor. The Contractor may within 30 days of the receipt of the decision of the Circle/Vice President, SBIIMS of respective Circle Office, submit his claims to the conciliating authority namely the Circle Development Officer of respective Circle /C.O.O. SBIIMS, Head Office, Raheja Chambers, Free Press Journal Marg, Mumbai. for conciliation along with all details and copies of correspondence exchanged between him and the SBIIMS.

iii) If the conciliation proceedings are terminated without settlement of the disputes, the Contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager/M.D. & C.E.O. of the SBIIMS for appointment of an arbitrator to adjudicate the notified claims falling which the claims of the Contractor shall be deemed to have been considered absolutely barred and waived.

iv) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the Contractor as aforesaid and all claims of the SBI/SBIIMS shall be referred for adjudication through arbitration to the Sole Arbitrator appointed by the Chief General Manager/ M.D. & C.E.O. and who will be an officer not less than the rank of Deputy General Manager of SBI/SBIIMS. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager /M.D. & C.E.O. of the SBIIMS Such person shall be entitled to proceed with the reference from the stage at which it was let by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator.

It is also a term of this contract that no person other than a person appointed by such Chief General Manager/M.D. & C.E.O. of the SBIIMS as aforesaid should act as arbitrator.

The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any or any accordance modification or re-enactment thereof and the rules made there under.

It is also a term of the contract that the Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The Cost of the reference and of the award



shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid

58.0 Maintenance of Registers

The contractor shall maintain the following registers as per the enclosed format at site of work and should produce the same for inspection of SBI/MS./ SBI/Architect/Consultant whenever desired by them. The contractor shall also maintain the records/registers as required by the local authorities/Government from time to time.

SPECIAL CONDITION OF CONTRACT

The required shutdown for executing the above works shall be obtained from the CDC in charge and all precautionary measures have to be taken to avoid shutdowns and mishaps as the panels are very critical and live. Further in view of the criticality of the CDC power, shutdown may be given only in the nights and holidays and the contractor shall plan and mobilize the men and material accordingly for smooth execution of the work in coordination with the other agencies.

LETTER OF DECLARATION

To,

The MD & CEO,
Head Office,
SBI Infra Management Solutions Pvt. Ltd.,
Ground Floor, Raheja Chambers,
Free Press Marg, Nariman Point,
Mumbai- 400 21.

Dear Sir,

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING (SITC) OF FIRE EXTINGUISHERS AND REFILLING OF FIRE EXTINGUISHERS AT SBI,GITC,CBD BELAPUR AT NAVI MUMBAI

Having examined the terms & conditions, drawings, specifications, design relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto and affecting the quotation, I/We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum on the item rate basis mentioned in the attached schedule and in accordance in all respect with the specifications, design, drawings and instructions 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.

MEMORANDUM



(a)	Description of work	SUPPLY, INSTALLATION, TESTING AND COMMISSIONING (SITC) OF FIRE EXTINGUISHERS AND REFILLING OF FIRE EXTINGUISHERS AT SBI,GITC,CBD BELAPUR AT NAVI MUMBAI
(b)	Earnest Money	Rs. 0/- (Rupees Five Thousand Only) by means of Demand Draft / Pay Order from any scheduled Nationalized Bank drawn in favour of "SBI Infra Management Solutions Pvt. Ltd." and payable in "Mumbai".
(c)	Time allowed for completion of work from the date of issue of work order.	As per NIT from the date of commencement as per tender.

Should this tender be accepted, I/we hereby agree to abide by and fulfill 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 SBIIM, the amount mentioned in the said conditions.

I/we have deposited Demand Draft / Banker's Cheque / FDR for a sum of **Rs. 1800/- (Rupees One Thousand Eight Hundred Only)** as Earnest money deposit with the 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.

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 various buildings proposed (i.e. Institute Building, Staff Qtrs. And Director's Bungalow) in phases. We, therefore, undertake that we shall not raise any claim / compensation in the eventuality of Bank deciding to drop any of the building / buildings from 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 in phases on our approved rates and within the stipulated time limit without any extra claim for price escalation

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

Yours faithfully,

Signature of contractor

With Seal



**Non-Comprehensive AMC of Fire Hydrant & Automatic Sprinkler System installed at GITC building,
CBD Belapur, Navi Mumbai. LIST OF MATERIALS.**

Sr no.	Description of System	Frequency of Checking/ Maintenance	Quantity
1	Electrical Jockey Pump	Monthly	1 Nos
2	Electrical Main Pump (75 HP)	Monthly	1 Nos
3	Electrical Main Pump (60 HP)	Monthly	1 Nos
4	Diesel Engine Driven Fire Pump (90 HP)	Monthly	1 Nos
5	Control Panel for Fire Pumps including Diesel Engine Pumps Panel	Monthly	2 Nos
6	Courtyard Hydrant Valve	Quarterly	7 Nos
7	Double Headed Hydrant Valve	Quarterly	25 Nos
8	Hose Reel Drum	Quarterly	40 Nos
9	Butter Fly Valve/ Sulice Valve	Quarterly	33 Nos
10	Renewal of NOC from Fire Brigade (License fees paid by the Bank)		Every Six Month as per Act 2006 (as per para 7.7 above)

MATERIAL FOR AMC OF FIRE HYDRANT SYSTEM AT SBI COLONY, NERUL

Sr no.	Description of System	Frequency of Checking/ Maintenance	Quantity
1	Electrical Jockey Pump	Monthly	1 Nos
2	Electrical Main Pump (at pump house)	Monthly	1 Nos
3	Electrical Main Pump (at H Bungalow)	Monthly	1 Nos
4	Control Panel (At Pump House)	Monthly	1 Nos
5	Diesel Engine driven fire pump (At Pump House)	Monthly	1 Nos
6	Booster Pumps at terrace	Quarterly	4 Nos
7	Single Headed Hydrant with Hose Boxes	Quarterly	43 Nos
8	Double Headed Hydrant with Hose Boxes	Quarterly	64 Nos
9	Hose Reel Drum	Quarterly	64 Nos
10	Butterfly Valve	Quarterly	41 Nos
11	Renewal of NOC from Fire Brigade (Licence fees will be paid by the Bank)		1 Nos



SCOPE AND RESPONSIBILITY

Your scope of work shall include checking. Cleaning repairing/rectifying and keeping the system in working condition on monthly basis as per details given below :

(1) FIRE PUMP TESTING (ELECTRICAL / DIESEL ENGINE DRIVEN PUMP SETS)

Test(s) shall be conducted to determine the delivery head flow KWH and BHP of the pumps. All leaks, pressure dropping and defects in the joints, tees, elbows, valves etc. revealed during the test shall be rectified. The pumps shall also be tested for its desired performance and function by opening hydrants valves on each floor / yard separately and floor landing. The starting and cutting out pressure setting of starting devices shall also be checked for its correct operation.

You will maintain all pumps joints, piping valves, accessories, pipe connections, electrical wiring motor (s) and motor control panels.

The tests results shall be recorded in a separate logbook and counter signed by SBI

23. Adjustment/tightening of nuts bolts of the pump and motor/engine and other fitments.
24. Checking of fuel/electrical, cooling and lubrication system of the diesel engine.
25. Checking and cleaning of oil filter.
26. Checking of Governor.
27. Changing of lubrication oil.
28. Checking the level (specific gravity) of acid of lead batteries the testing of batteries for charged conditions with the help of measuring meter.
29. Checking cleaning/ maintenance of fuel tank for serviceability.
30. Proper working of alternator/ Dynamo/ Starter.
31. Cleaning, Functional testing and servicing/ maintenance of control panels.
32. Maintenance of exhaust manifold for leaks and tightness.
33. During usual servicing/ maintenance if any defects noticed, any advices/suggestions for system improvements should be brought to our notice. In case of alteration and addition is to be made, prior permission to be obtained and inventory to be made in the concerned book/logbook.
34. If any spare parts are required to be replace to maintain the system for working condition should be procured by you as per the prevailing current market rates subject to the satisfaction/ approval of our authorized person and also the spares parts should be original.
35. Polishing of all brass parts.
36. At the time of opening any valve in the system (in case of leakage or pressure drop also) the electric pump should start automatically for which the MCC and the pressure vessels to be checked and maintained.
37. Empty down the whole system once in every three months.
38. Check all hydrant valves and close if any valve is open. Also, check that all suction and delivery connections are properly made.
39. Test run and check rotation of each motor and correct the same if required.
40. Fire Brigade inlet connection to be checked.
41. Greasing of pump bearing, changing of packing ropes and adjust the glands.
42. All gauges to be tested and readings to be recorded.



43. Once in three months hose pipe drill to be carried out in every alternate month. The hose pipes 63 mm dia (RRL/Non-Percolating/CP) to be tested hydraulically. Check each landing valve male female couplings and branch pipes for compatibility with each other.
44. At the time of operation AC / Diesel pumps should show the pressure of 7 Kgs/cm².

(2) **FIRE HYDRANT SYSTEM :**

10. **Hydrant Valve** : Brass Polishing regular replacement of the packing rope of spindle rubber washer gasket etc. greasing and leakage arresting.
11. **Hose Reel** : Hose Reel Nozzle and stop valve cleaning polishing and leakage arresting and handle of nozzles should be free motion. Application of chalk powder to rubber hose reel winding and rewinding of the hose reel (changing faces)
12. **Butterfly Valve/Sluice Valve** : Regular cleaning of deposits/ scales on the wedges flaps gates changing of packing rope, changing of the gasket, changing of rusted nuts and bolts greasing and leakage arresting.
13. **Non Return Valve** : regular Cleaning of deposits/scales on the wedges. Inside flaps etc. changing of rubber gaskets and leakage arresting.
14. **Air Release Valve** : Cleaning greasing of spring adjustment of spring tension etc.
15. **Pressure Switches** : Testing of pressure switches.
16. **Control Panel** : Testing of control panel for pumps for all functions and the reading to be recorded in the logbook.
17. Open hydrant valve and allow the water to flow into the firewater tank in order to avoid wastage of water the main Fire pump should start at the pre set pressure and should not "Cut-off" automatically.
18. The entire hydrant opening should be pressure tested and same should be logged in the logbook.

(3) **TESTING OF M.C.C:**

3. Operation of all instruments and meters provided on the M.C.C.
4. Tightening of all electrical contacts on quarterly basis.

(4) **PIPE WORK:**

2. Check the entire clamp supports provided for the pipes.

(5) **SUPPLY OF MATERIAL:** Supply of material will be in Banks scope.

(6) **PENALTY CLAUSE:** After the reporting of the breakdown of the system, you are requested to attend the problem in 24 hours. Charges for delay per day after reporting will be Rs. 200/- and minimum 5% of order value.

(7) **PAYMENT:** Quarterly payment will be made at the end of the quarter after submitting bill along with the report.

(15) **GENERAL :**

- (a) The contractor has to wages to their employees engaged as per the latest requirement of minimum wages act applicable to the central Government (including ESIC, PF, etc.,). Only those proposals where amounts quoted are more than the minimum wages amount calculated on the basis of minimum wages. The rates



quoted should be such that the contractor can absorb the future increase in minimum wages during the initial one year contract period. Bank may consider renewing the contract for the further a period of one year (not more than two years) at the Bank's discretion only.

(b) The contractor has to ensure safe working of their workmen at the site. The safety guidelines not limited to the following acts shall be followed by the contractor.

- Electricity Act 1945
- Electricity Regulations 1947
- Electricity (Licensing) Regulations 1991
- Occupational Safety and Health Act 1984
- Occupational Safety and Health Act 1996

SBI shall not be liable in respect of any damages or compensation payable under law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the contractor. The contractor shall indemnify and keep indemnified against all such damages and compensation, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Contractor shall provide for adequate cover to his employees as per provisions of employees compensation Act 1923. Value of insurance should be as per the Government rules and shall be borne by the contractor. Validity should be till completion of the contract period. The contractor should submit the copy of insurance and premium paid or ESIC details to SBI whenever required.

(c) Successful contractor shall be required to enter into an agreement with the Bank. The agreement will be stamped by the contractor at their own cost i.e., Stamp duty should be borne by the contractor.

PRICE BID (TO BE FILLED UP ONLINE ONLY.)

SI No	Description	Qty	Unit	Rate	Amount
<u>1</u>	ANNUAL MAINTENANCE CONTRACT (AMC) FOR FIRE HYDRANT SYSTEM INSTALLED AT SBI, COLONY ,NERUL AT NAVI MUMBAI.	<u>1</u>	<u>lumpsum</u>	<u>TO BE FILLED ONLINE</u>	<u>TO BE FILLED ONLINE</u>



<u>2</u>	ANNUAL MAINTENANCE CONTRACT (AMC) FOR FIRE HYDRANT AND SPRINKLER SYSTEM INSTALLED AT GITC, CBD BELAPUR, NAVI MUMBAI.	<u>1</u>	<u>lumpsum</u>		
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GRAND TOTAL (1+2) :- Rs

/- (Rupees _____)

Note:

The rate quoted will be inclusive of all cost towards labour, transportation, levies, all other duties exclusive of GST.

GST will be paid extra as applicable

Important notes before quoting the rates;

1. All the bidders are advised to visit the site of work to understand the scope of work before quoting the rates.
2. The tenderer whose tender is accepted is bound to execute a formal agreement with the Bank in accordance with the draft agreement which will include the notice inviting tender, conditions, other papers therein.
3. Bank will not take any responsibility to provide any material including water / electricity.

However, contractor may use the available water / power supply without causing any inconvenience to the Bank functioning.

CHECK LIST FOR BIDDERS.

- 1) Cost of tender and EMD to be paid.
- 2) Valid digital signature
- 3) Valid documents as proof of Empanelment etc
- 4) Valid License issued by Directorate of Maharashtra Fire Services under the Fire Prevention & Life Safety Measures Act 2006 or later acts.