

SBILD/TENDER/2025-26/03

GeM ID	GEM/2026/B/7175922
Date	07/02/2026

**e-TENDER**

**STATE BANK OF INDIA  
STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT  
65-A, SHREENAGAR SOCIETY, BPC ROAD, AKOTA, VADODARA - 390020**

**PART-A**

**TWO-BID TENDER SYSTEM THROUGH GeM PORTAL**  
**Note: Bidder should possess valid digital signature to bid for this tender**

**TECHNICAL BID FOR PRE-QUALIFICATION**

TENDER FOR PROVIDING HOUSE KEEPING & MAINTENANCE OF FULL BUILDING  
(INCLUDING HOSTEL/GUEST ROOMS) OF THE STATE BANK INSTITUTE OF  
LEARNING & DEVELOPMENT, 65-A, SHREENAGAR SOCIETY, BPC ROAD, AKOTA,  
VADODARA - 390020

Name of Bidder: .....

Address: .....

.....

GSTIN No.....

CONTACT NO: LANDLINE

MOBILE

E MAIL ID:

**NAME OF THE OFFICE**

STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT  
65-A, SHREENAGAR SOCIETY, BPC ROAD, AKOTA, VADODARA – 390020

Email: [director.sbildvadodara@sbi.co.in](mailto:director.sbildvadodara@sbi.co.in)

**Last Date for Submission of Bid: 21/02/2026 by 1100 HRS**

## CONTENTS

<b>Sl. No.</b>	<b>Description/ Clause</b>	<b>Page No.</b>
1.	Notice Inviting Tenders	3-7
2.	Letter of Declaration	8-9
3.	Instructions to the Bidder	10-24
4.	Details of Premises	25
5.	General Conditions of Contract	26-39
6.	Scope of Work	40-45
7.	Manpower Requirement (Annexure-A)	46-47
8.	Tentative list of Material (Annexure-B)	48-49
9.	Eligibility Criteria (Annexure-C)	50-51
10.	Bidder Details (Annexure-D)	52
11.	Experience Details (Annexure-E)	53
12.	Indemnity Bond Format (Annexure-F)	54
13.	Draft Memorandum of Contract (Annexure-G)	55-66
14.	Draft Format of Bank Guarantee (Annexure-H)	67-69
15.	Certificate: EPF/ESI (Annexure-I)	70
16.	Details of Litigation / Arbitration Cases (Annexure-J)	71
17.	Commercial Price Bid (Annexure-K)	72-73

## Notice Inviting Tender (NIT)

State Bank Institute of Learning Development, Vadodara (hereinafter called SBILD) invites e-Tenders from the eligible Bidders for providing services of: HOUSE KEEPING & MAINTENANCE OF FULL BUILDING (INCLUDING HOSTEL ROOMS & GUEST ROOMS) OF STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT, 65-A, SHREENAGAR SOCIETY, BPC ROAD, AKOTA, VADODARA - 390020

(Vendors are requested to visit the Bank's website and GeM Portal for any corrigendum issued in this regard.)

### Details of tender are as under:

1	Name of Work	Tender Notice for HOUSE KEEPING & MAINTENANCE OF FULL BUILDING (INCLUDING HOSTEL ROOMS & GUEST ROOMS) OF STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT, 65-A, SHREENAGAR SOCIETY, BPC ROAD, AKOTA, VADODARA - 390020.
2	Date and time where tender forms are available (for downloading tender document - Technical Bid and Price Bid)	07/02/2026 to 21/02/2026 from <ul style="list-style-type: none"><li>• Bank's web site <a href="https://bank.sbi">https://bank.sbi</a> under "SBI in the news" in "procurement news" and</li><li>• GeM Portal.</li></ul>
3	Pre-Bid Meeting/ contact person/telephone no/email address	13/02/2026 at 1500 HRS at following address.  ASSISTANT GENERAL MANAGER & DIRECTOR, STATE BANK OF INDIA, SBILD, 65-A, SHREENAGAR SOCIETY, BPC ROAD, AKOTA, VADODARA - 390020 Email: <a href="mailto:director.sbildvadodara@sbi.co.in">director.sbildvadodara@sbi.co.in</a>  Please Note that only written queries submitted by proposed bidders in person or by e-mail till stipulated date and time shall be discussed and clarified in the meeting. Clarifications, if any, shall be posted only on the GeM Portal.
4	Last date & time and address for submission of online technical bid along with other documents as specified in the tender and Price Bid.	Online submission, 21/02/2026 up to 1100 HRS Note: It is sole the responsibility of the bidder to ensure submission of their online bid on or before stipulated date and time. The SBILD shall not entertain any bids received late due to any delay on account of connectivity or any other issues.

5	Date, time, and place of opening of Technical Bid	23/02/2026 (Monday) at 1530 HRS at the above address. Representatives of the Bidder may be present during opening of Technical Bid. However, Technical Bids would be opened even in the absence of representatives of any or all the bidders.
6	Address for Communication	<b>ASSISTANT GENERAL MANAGER &amp; DIRECTOR, STATE BANK OF INDIA STATE BANK INSTITUTE OF LEARNING &amp; DEVELOPMENT, 65-A, SHREENAGAR SOCIETY, BPC ROAD, AKOTA, VADODARA – 390020</b> Email: <a href="mailto:director.sbildvadodara@sbi.co.in">director.sbildvadodara@sbi.co.in</a>
7	Tenderers should have applicable and valid registrations with statutory authorities, viz. Income Tax, Goods and Service Tax, Labour License under section 12 (1) of the Contract Labour (Regulation and Abolition) Act 1970, Employees Provident Fund Organisation (EPFO), Employees State Insurance Corporation (ESIC), PAN etc.	Certified copies of supporting documents to be attached.
8	Bidder should not have been disqualified / debarred/ blacklisted by any Governments/ Semi-Government Organisations /PSUs/ Banks (including any of the Offices/Branch of State Bank of India) pan India or not have been involved in any illegal activity or financial frauds.	Suitable declaration to this effect to be submitted on the letterhead of the firm duly signed by the Authorized Signatory.
9	Tenderer should have minimum 30 number of employees in its Firm (Proprietary/Partnership) /Company registered under the Companies Act.	The document proofs like PF/ESI monthly subscription statement to be attached (copy of any one month)

10	Earnest Money Deposit (EMD)	<b>Rs 48,000.00</b> (Rupees Forty-eight thousand only) in the form of Banker's Cheque / Demand Draft issued by any Nationalized / Scheduled Bank drawn in favour of " <b>STATE BANK OF INDIA</b> " payable at Vadodara against an estimated cost of Rs. 48.00 Lakh. EMD of unsuccessful bidders will be returned and no interest will be paid on EMD. EMD of successful bidder will be returned on receiving Security Deposit equivalent to 5.00% of annual contract value. Scanned copy of DD must be uploaded along with other required documents and <b>only original DD must be submitted to the office of the Assistant General Manager at the above-mentioned address on or before 21/02/2026</b> . Tender shall be summarily rejected if original DD is not received.
11	Security Deposit (SD)	The Bidder whose tender is accepted by the SBILD shall be bound to deposit a sum equivalent to 5.00% of accepted " <b>Annual Contract Value</b> " including EMD as Security deposit in the form of Banker's Cheque / Demand Draft issued by any Nationalized /Scheduled Bank favouring " <b>STATE BANK OF INDIA</b> " PAYABLE AT <b>VADODARA</b> . The bidder may choose to deposit the said Security Deposit (SD) in the form of Bank Guarantee (BG) of equivalent amount issued by any Nationalized /Scheduled Bank as per the approved format.
12	Bidder Contact Details	Bidder to provide following Information: - 1. Name of the Company/Firm/Proprietor 2. Contact details of Authorized Representative. 3. Mailing address with Pin Code 4. Telephone number and Fax number 5. Mobile number and e-Mail address
13	Date of Commercial Bid Opening	On a subsequent date which will be communicated to such bidders who qualify in the Technical Bid.
14	Validity for offer	6 (Six) months from the date of opening of Price Bid.
15	Performance Security/ Guarantee	Performance/Financial Bank Guarantee for an amount equivalent to <b>5.00% of the Annual Contract Value</b> within 15 days from the date of issue of work order. The Bank Guarantee will be valid for a period of 15 months or such other extended period as the Bank may decide for due performance of the work undertaken by the successful bidder.
16	Date of commencement of Work	Within 7 days from the date of issue of the Work Order
17	Period of Honouring Payment Certificate	15 days from the date of receipt of bill (excluding Sundays and Public Holidays) to submitted on or before 7th of each month.
18	Insurance	As per the insurance clause of the tender document

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

20. The Bidders will provide their E-mail IDs, contact nos. and postal address in the bid documents. Henceforth, all official communication from SBILD shall be through E-mail/ written letters. Tenders received without required documents and details shall be summarily rejected and such bidders shall not be allowed to participate in the online price bidding process.

21. SBILD reserves the right to reject all the tenders or postpone or modify the tenders/dates without assigning any reasons thereof and no correspondence shall be entertained in this regard.

22. The applicants are categorically advised to refrain from mentioning the remark “AS PER ATTACHEMENTS/ENCLOSURES” in their applications and annexures to avoid rejection of their applications.

23. No Sub-Contracting will be permitted.

24. Vendors who are registered as Micro & Small Enterprises (under UDYAM) need not submit EMD and Tender processing fees. Such vendors are advised to upload valid MSE UDYAM certificate online.

Assistant General Manager & Director, SBILD

**@ EVALUATION OF PRICE BID:**

1. The Bidders qualifying in the Technical Bid evaluation as above shall only be allowed to participate in the price bidding.
2. The award of contract will be made to the bidder whose bid has been determined to be the lowest, realistic and substantively responsive after arithmetic checking of all components of the price bid. In case more than one bidder quotes the same amount, the successful bidder will be decided by conducting lucky draw in front of the tender opening committee and vendors who have quoted the same amount.
3. The SBILD reserves the right to accept or reject any or all the bids without assigning any reasons there for and no correspondence shall be entertained in this regard.

We have read and understood the terms and conditions of this tender and shall abide by the same.

Signature of the authorised person and Seal of Co./Firm

Name:

Place:

Date:

## LETTER OF DECLARATION

(To be duly typed, signed & stamped by the Authorized Signatory of the Firm/Company on the Letterhead of the Bidder in Original and submitted along with Technical Bid document)

ASSISTANT GENERAL MANAGER & DIRECTOR,  
STATE BANK OF INDIA,  
STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT,  
65-A, SHREENAGAR SOCIETY, BPC ROAD, AKOTA, VADODARA - 390020

Email: [director.sbildvadodara@sbi.co.in](mailto:director.sbildvadodara@sbi.co.in)

Dear Sir,

**e-TENDER (THROUGH GeM PORTAL) FOR PROVIDING HOUSE KEEPING & MAINTENANCE OF FULL BUILDING (INCLUDING HOSTEL ROOMS & GUEST ROOMS) OF STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT, 65-A, SHREENAGAR SOCIETY, BPC ROAD, AKOTA, VADODARA - 390020**

Having examined the terms & conditions, schedule of requirements, scope of work etc. of the tender for the captioned work and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto and affecting the tender, I/we hereby offer to provide specified services in the said memorandum on the minimum manpower (including consumables etc.) basis mentioned in the attached schedule and in accordance, in all respects, with the schedule of instructions, scope of work and instruction in writing referred to in conditions of Tender, the articles of agreement, conditions of contract and with such conditions so far as they may be applicable.

a	Description of work	Providing HOUSE KEEPING & MAINTENANCE OF FULL BUILDING (INCLUDING HOSTEL ROOMS & GUEST ROOMS) OF STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT, 65-A, SHREENAGAR SOCIETY, BPC ROAD, AKOTA, VADODARA - 390020.
b	Earnest Money Deposit	<b>Rs. 48,000.00 (Rupees Forty-eight thousand Only). Scanned copy of DD must be uploaded along with other requisite documents and only original DD must be submitted at abovementioned address on or before due date. Tender shall be summarily rejected if original DD is not received.</b>
c	Validity of Contract	For an initial period of 1 (One) year period from the date of commencement of work, with the option of renewal for two similar terms (after expiry of initial period) at the discretion of Bank, subject to satisfactory performance.

2. Should this tender be accepted, I/we hereby agree to abide by and fulfil the terms and provisions of the said conditions of Contract annexed hereto, so far as they may be applicable, or in default thereof to forfeit and pay to SBILD, the amount mentioned in the said conditions.
3. I/we have deposited Demand Draft / Banker's Cheque for a sum of Rs. 48,000.00 (Rupees Forty-eight thousand only) as Earnest Money Deposit with SBILD. 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 SBILD.
4. We understand that as per terms of this tender, the SBILD may consider accepting our tender in part or whole or may entrust the work of housekeeping services for the proposed building. We, therefore, undertake that we shall not raise any claim / compensation in the eventuality of SBILD deciding to drop any of the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us on our approved rates and within the stipulated time limit without any extra claim for price escalation as per the Terms & Conditions of this tender.
5. We, hereby, also undertake that, we will not raise any claim for any escalation in the prices of any of the material and manpower during the currency of contract/execution/completion period except for regulatory revisions.
6. Further, we confirm that we are eligible to quote this tender. In case any information is found incorrect at any subsequent point of time, our tender may be annulled / rejected by SBILD, including taking any action against us as deemed fit. We have checked that no page is missing and all pages as per the index and check list are available and that all pages of tender documents submitted by us are clear and legible.
7. We confirm that our firm/company is not blacklisted by any Government /Semi-Government Organisation /PSUs or by any MNCs.
8. We have noted to seal the tender documents properly before submitting the same. We have not made any modification/corrections/additions/deletions/alterations etc. in the tender documents prescribed by Bank and downloaded from web by us. In case, at any later stage, it is found that there is difference in our uploaded tender documents from the original tender documents and/or any other documentation, SBILD shall have the absolute right to disqualify / reject our Tender and debar us from participating in any future tenders of SBILD without any prior intimation to us.
9. We have read and understood all the terms & conditions, schedule of requirement and scope of work of the tender and accept the same. We undertake and confirm that all the information furnished in this tender is correct and true to the best of our knowledge and belief and we own full responsibility for its correctness and authenticity.

Signature of the Bidder with Seal

## **INSTRUCTIONS TO BIDDER**

### **1. Copies of the following documents are to be enclosed with the Technical Bid:**

1. Bid Security declaration copy.
2. PAN of the Firm/ Proprietor
3. Labour License
4. ESI Registration
5. EPF Registration
6. GST Registration
7. Experience: List of Top 3 completed Annual Contracts  
(Details filled in sheet scan copy to be enclosed)

### **2. Purpose:**

Comprehensive Annual Maintenance Contract for services such as Housekeeping & Maintenance of full building (including hostel rooms & guest rooms) of STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT, 65-A, SHREENAGAR SOCIETY, BPC ROAD, AKOTA, VADODARA – 390020.

### **3. Invitation:**

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

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

### **4. Eligibility Criteria:**

The Tender is open to all Bidders who fulfill the eligibility criteria. The bidders must submit the documents of eligibility criteria **as per Annexure-C**.

### **5. Disclaimer:**

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

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

**SBILD reserves the right to accept or reject any Bid/offer received, and to cancel the bidding process at any stage and reject Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for SBILD's action. SBILD reserves the right to reject any Bid on security and /or other considerations without assigning any reason.**

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

The Bidder shall furnish EMD of Rs. 48,000.00 (Rupees Forty-eight thousand only) in the form of Demand Draft / Banker's Cheque / Pay Order drawn in favour of "STATE BANK OF INDIA", payable at Vadodara. No tender shall be considered unless the **scanned copy of DD is uploaded along with other requisite documents and only original DD must be submitted at the above-mentioned address on or before the due date. Tender shall be summarily rejected if original DD is not received.** No interest shall be paid on EMD.

The EMD of the unsuccessful Bidder 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 10 days after such deductions shall make good the amount so deducted. Firms registered under NSIC / MSME under valid/renewed/specific grade are exempted from submitting the EMD. The firms should submit the copies of the valid certificates.

#### **6.1 Performance Bank Guarantee (BG)**

The selected bidder would be required to submit a performance Bank Guarantee to the SBILD for an amount equivalent to **5.00% of the Annual Contract Value** within 15 days from the issue of work order. The bank guarantee will be valid for a period of 15 months or such other extended period as the SBILD may decide for due performance of the obligations undertaken by the successful bidder.

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

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

## **7. Bidding Document:**

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

## **7.2 Content of Bidding Document**

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

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

## **7.3 Clarifications & amendments:**

7.3.1 If deemed necessary, SBILD may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted. The bidder may be asked to give presentation for the purpose of clarification of the bid. SBILD's decision in this regard shall be final and binding.

7.3.2 The Bidders requiring any clarification on the bidding documents should submit written queries that should reach the SBILD on or before 12/02/2026, 1500 HRS by letter or by e-mail at [director.sbildvadodara@sbi.co.in](mailto:director.sbildvadodara@sbi.co.in). Personal phone calls will not be entertained.

7.3.3 At any time prior to the deadline for submission of bids, SBILD may modify or alter the bidding document by issuing an amendment/corrigendum on its site and the GeM portal. Intending bidders are advised to regularly keep watching the Bank website for such modification/corrigendum. No claim shall be entertained in this regard.

7.3.4 Any clarification issued by SBILD will be in the form of an addendum /corrigendum and will be available on the Bank's website – <https://bank.sbi> in "SBI in the news" under "procurement news" and on the GeM Portal. The amendment will be binding on all bidders. SBILD, at its discretion may

extend the deadline for submission of bids/ corrigendum which shall be informed to all through SBI's website - <https://bank.sbi> (SBI in the news → procurement news).

7.3.5 The Bidder shall ensure that they are fully acquainted with the premises in question as well as with the business activities thereat and the related manpower requirements for the work specified.

7.3.6 Tenders received after the due date and time shall not be considered.

7.3.7 Please note that it is Bidders' responsibility to provide all items which may not be specifically mentioned in the scope of works but are necessary to execute the work and provide services to the satisfaction of SBILD.

7.3.8 SBILD shall not be bound to accept the lowest bid and reserves the right to accept or reject any or all the bids without assigning any reason whatsoever.

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

7.3.10 All the parts of this tender documents i.e., Tender Notice, General rules and Instructions to Bidders, offer letter, General conditions of contract, Annexures etc. shall constitute part of the contract document that may be exchanged with the successful bidder while awarding the contract.

## **8. Bidding Process**

**8.1** The tender (two bid system) containing PART-A (Technical Bid) and Price Bid (PART-B) online to be conducted through GeM Portal. All details with the relevant information/documents/ acceptance of all terms and conditions strictly as described in this tender document will have to be submitted. In the first stage, only TECHNICAL BID will be opened and evaluated. Bidders satisfying eligibility criteria and agreeing to comply with all terms and conditions specified in this document will be evaluated for technical specifications. Only those who qualify in the Technical Bid shall be eligible to be considered for PART-B (Price Bid) opening. The Commercial Bids of those who do not qualify in the Technical Bid will not be opened.

## **9. Pre-Qualification Technical Bid**

**9.1** The bidders are advised to submit various documents on the GeM portal on or before the stipulated date i.e., 21/02/2026.

## **9.2 Preparation and Submission of Bids:**

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

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

**9.2.3** The technical bid must contain following details:

1. Bid Security Declaration.
2. A letter on bidder's letterhead containing:
  - a. Details about the technical competence and experience of the bidder.
  - b. A certificate that the period of the validity of the bid is 180 days from the date of submission of bid.
  - c. A confirmation that the bidder has quoted for all the items/services mention in the Tender in their commercial bid.
3. Supporting documents in respect of Eligibility Criteria as mentioned in **Annexure-C**.
4. Bidder's information as per **Annexure-D** on bidder's letterhead.
5. Audited balance sheets and profit & loss account statement for the last 3 financial years i.e., 2022-23, 2023-24 and 2024-2025. **Provisional figures of 2024-25 will not be considered.**
6. A copy of the board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender documents.
7. Bidder should submit price bid as per Annexure-K of the bid through e- Tendering.

#### **9.2.4 Bid Prices:**

The price quoted should be inclusive of profit, lump sum payment towards costs such as Insurance, personal protective equipment, tools required, mobile charges, all taxes, uniform, duties & statutory levies etc. including escalation on account of increase in tool cost during the contract period of initial one year and renewable at the same terms for another one-year period. The successful Contractor must submit system-generated GST invoice incorporating the Bank's GST number and vendor GST number and HSN code. Manual GST invoices will not be accepted. Any increase in minimum wages /VDA as per Central Govt. Act shall be reimbursed by SBILD.

#### **9.2.5 Revealing of Prices:**

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

#### **9.2.6 Pre-Bid Meeting:**

SBILD shall organize a pre-bid meeting on the date as mentioned in the NIT at the office address as mentioned in the NIT. All communications regarding points/queries requiring clarifications shall be given in writing to the address as mentioned in NIT. The clarification on the queries shall be communicated to the bidders.

### **9.2.7 Validity of Bids**

Bids shall remain valid for 180 days from date of submission mentioned at Bid Details. A bid valid for shorter period is liable to be rejected. The bidder may require giving consent for the extension of the period of validity of the bid beyond initial 180 days, if so desired by SBILD in writing or by email. Refusal to grant such consent would result in rejection of bid. However, any extension of validity of bids will not entitle the bidder to revise / modify the bid document.

### **9.2.8 Bid Integrity:**

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

## **10. Format and Signing of Bid:**

**10.1** The bidder should submit the bid through the GeM portal as per minimum eligibility criteria, Technical Bid, Price Bid and other requested information.

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

### **10.3 Bid Currency:**

Prices shall be expressed in Indian Rupees only.

### **10.4 Late Submission of bids:**

Any bid uploaded after the due date and time will be rejected/will not be accepted. Please observe timelines.

### **10.5. Modification and Withdrawal of Bids:**

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

10.5.2 If any Bidder withdraws his tender before the said period or make any modifications in the original terms and conditions of the tender, SBILD shall, without prejudice to any other right or remedy, be at liberty to cancel such tenders and forfeit full value of the EMD as aforesaid.

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

**11.1** Opening of Technical Bid: All the Bids will be opened at the date, time & locations mentioned under the clause Bid Details.

## **11.2 Evaluation process:**

### **11.2.1 Preliminary examination:**

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

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

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

### **11.2.2 PART-A Technical Evaluation:**

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

Bids meeting the eligibility criteria & having complied with the points of Technical Bid and attain minimum technical score shall be qualified for price bid opening & evaluation / E-tendering.

### **11.2.3 PART-B Commercial Evaluation:**

The price bid of only those Bidders who are short-listed after technical evaluation would be opened. The format for quoting price bid set out in Annexure-K. The commercial offer should consist of comprehensive Cost for the tendered work. Bidder must provide detailed cost breakdown, for each category mentioned in the commercial bid.

*Note: The Bidders should ensure to follow the minimum wages (Central Govt.) Labour act, ESIC, EPF, Insurance and all statutory obligations, etc. while quoting the price bid and final price in the e-tendering. The price quoted should be inclusive of profit, lump sum payment towards the cost such as insurance, personal protective equipment, tools required, mobile charges, all taxes, uniform, duties & statutory levies etc., including escalation on account of increase in tool cost during the contract period of initial one year and renewable at the same terms and contract period of another maximum two terms of one year., The successful vendor must submit system generated GST tax invoice with Bank's GST number and vendor GST no. Manual GST invoices will not be accepted. Any increase in minimum wages/VDA as per Central Govt Act shall be reimbursed by SBILD.*

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

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

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

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

## **13. Sub-contracting:**

As per scope of the TENDER, sub-contracting is explicitly prohibited.

## **14. Cancellation of Contract:**

SBILD shall have the right to cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of at least three (3) months, without assigning any reason.

## **15. Liquidated damage:**

If contractor fails to perform services in the technical specifications and scope of work with the requisite quality, minimum number of the manpower and within stipulated time schedule, SBILD shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent up to 5.00% of the monthly bill.

## **16. Statutory and other Regulations**

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

## **17. Settlement of Disputes and Arbitration:**

- a) **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.

- b) **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 sole arbitrator to be appointed by mutual consent of the parties. If no consensus is reached on the name of sole arbitrator, then the Arbitrator shall be appointed as per the provision of Arbitration Act. The arbitration proceedings shall be conducted in **Vadodara** 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.
- c) **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.
- d) **Jurisdiction:** All the suits arising out of the contract shall be instituted in the court of competent jurisdiction situated in Vadodara only and not elsewhere.
- e) **Saving clause:** No suits, prosecution or any legal proceedings shall lie against the **SBILD** or any person for anything that is done in good faith or intended to be done in pursuance of tender.

#### **18. Governing Law:**

The contract shall be interpreted in accordance with the Indian laws.

#### **19. Inspection:**

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

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

#### **20. Powers to Vary or Omit Work:**

No alterations, amendments, omissions, additions, suspensions or variations of the work (herein after referred to as variation) under the contract shall be made by the successful bidder except as directed in writing by SBILD. SBILD shall have full powers, subject to the provision hereinafter contained, from time to time during the execution of the contract, by notice in writing to instruct the successful bidder to make any variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any suggested variations would, in the opinion of the finally selected bidders, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall instruct the successful bidder to make such other modified variation without prejudice to the contract. The finally selected bidders shall

carryout such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If SBILD confirms its instructions, the successful bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference and cost occasioned by such variation shall be added to or deducted from the contract price.

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

The manpower required is tentative which may increase or decrease. The quantity for manpower, cleaning material, and machines mentioned in this tender is minimum indicative. It shall, be sole responsibility of the contractor to ensure deployment of additional manpower required, if any, for execution of work and service to the utmost satisfaction of client/employer/owner i.e., SBILD without any extra charge but within the accepted tender amount only. In the event of supply of lesser number of manpower, the proportionate amount shall be deducted from the monthly bill.

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

**21. No Waiver of Bank Rights or Successful Bidder's Obligations:**

Any indulgence, forbearance or waiver granted or shown by SBILD will not prejudices the rights of SBILD nor shall it relieve the successful bidder from carrying only his obligation under the contract.

**22. Deduction from Monthly Costs:**

SBILD reserves right to delete or reduce any item or sanction of the bills before effecting payment in case any complaints regarding quality of services, in efficient service, non-adherence to agreed quality of tools or services have been received or noticed by the Committee comprising of three members specifically constituted by SBILD for the purpose, without assigning any reason whatsoever and no claim will be entertained in this regard.

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

### **23. Period of Contract:**

Initial period of the contract is 01 (One) year. After initial contract period of one year the contract may be reviewed and on the same terms and conditions for further period of two terms, as per the discretion of the SBILD. The Contractor shall continue to render services under the contract till alternate arrangement is made by the SBILD.

However, SBILD may terminate the contract without assigning any reason by giving three (03) months' notice. In the event of disorderly behaviour of contractor or its employee or in the event of continuation of interim is considered not desirable in the interest of SBILD, the contract may terminate forthwith.

### **24. Commencement Period:**

The work must be commenced immediately an award of the contract in favour of the successful bidder. If the Contractor delays the commencement of the work or more than 7 days after award of the contract or such exceeded time as may be intimated to the successful bidder. The SBILD will be at liberty to cancel the award of contract without giving any notice.

### **25. Manpower, Wages, etc.:**

- 25.1 The contractor should ensure to comply with all the provisions of Labour Act/State/Central Govt. Agreed procedures. The Contractor shall be solely responsible for compliance of provisions of Various labour and industrial laws and all statutory obligations such as minimum wages as per Central Govt. Rules, allowances, compensations, EPF, gratuity, Insurance, ESIC, etc. relating to personnel engaged by them. The SBILD shall have no liability in this regard.
- 25.2 The Contractor should obtain necessary labour license from statutory authorities for deploying manpower. All personnel provided by the Contractor will be on the payrolls of the Contractor/Company and there will be no Employee and Employer relationship between the personnel engaged by the Contractor and the SBILD.
- 25.3 That the Contractor will not sub-contract or permit any other person to perform any of the work or services agreed to without prior written permission from the SBILD. The Contractor shall ensure the availability of a reliever for weekly off and a substitute is provided if a person is absent. The Contractor should arrange for replacing his workmen to give weekly off to his workmen as per the labour rules.
- 25.4 Contractor's personnel or their family members shall not be allowed to stay / reside at site. The documents related to submission of EPF, ESIC, salary paid, etc, to the respective statutory bodies must be submitted along with next month bill for scrutiny.
- 25.5 The SBILD shall have the right to have any person removed who is undesirable or otherwise and similarly the Contractor reserves the right to remove the personnel with prior permission of the SBILD, except under emergencies / unavoidable circumstances.

- 25.6 The Contractor shall exercise adequate supervision to ensure proper performance of Services in accordance with the requirements.
- 25.7 The Contractor shall issue identity cards/ identification documents to all its employees. These Identity cards will be enabled with biometric-enabled and attendance should be produced with monthly bills as a proof of claim for payment of bills.
- 25.8 The personnel of the Contractor shall not be the employees of the SBILD, and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract.
- 25.9 The Contractor shall also provide at its own cost all benefits; statutory or otherwise to its employees and the SBILD shall not have any liability whatsoever on this account.
- 25.10 The details of the machineries proposed to deploy, and other technical details can be furnished in the technical bid.
- 25.11 The contractor must maintain an attendance register of the persons employed and the same will be inspected daily by the SBILD's Officer-in-charge. In addition to this, the contractor shall also arrange to supply and install Bio-metric attendance system at his own cost close to the Security Cabin or any other location approved by the SBILD for maintaining daily record of attendance of all employees deployed at the site during the month and record thereof should be produced with monthly bills as a proof of claim for the same.
- 25.12 If any of the labour employed by the contractor is found to be under performing or any mobilization is found or found under the influence of alcohol or any abusive substance / reported while on duty, such person/persons shall not be allowed to work at site anymore and the SBILD reserves the rights to ask contractors for immediately removal such person(s) with suitable substitute immediately.
- 25.13 The staff deployed at site should be physically fit to handle the works detailed in the scope. The full biodata of the staff deployed at site like their full address, educational qualification, age proof etc. shall be made available before commencement of work. The staff must be deployed in consultation with the SBILD officials after performing the interview of the staff. **The age of staff should be generally Major i.e., aged from 18 years to 60 years so that the benefits of ESIC and EPFO is available to them.**
- 25.14 The contractor shall fully comply with all the applicable laws, rules and regulations. The contractor shall be responsible for proper maintenance of all Registers, Records and Accounts so far as these relate to the compliance of any statutory provisions/obligations. The contractor shall be responsible for maintaining record pertaining to payments of Wages Act and for depositing the PF Contributions, if required, with authorities concerned and ensure to afford credit of salary in their accounts. The contractor shall be bound to submit original challans and other documents about payment of ESIC/EPF/any other statutory dues /compliances/pay slip along with monthly bill to the SBILD, failing which bill will not be entertained.

- 25.15 The Contractor's supervisor shall be first line of contact for SBI, who shall report to the designated officers of SBILD for all requirements.
- 25.16 In case, any demand is raised by the SBILD for providing additional manpower for any extra work /activity other than those pertaining to the scope of work of the captioned project, the contractor shall arrange for the same and cost thereof shall be paid by the SBILD on the basis of minimum wages.
- 25.17 All the chemicals, consumables required for the purpose of providing services should be of standard brands as specified in the tender, and as per the approval of the SBILD. No sub-standard material shall be used. The chemicals used for the purpose of cleaning shall be eco-friendly and biodegradable.
- 25.18 The contractor shall abide by "The Prohibition of Employment as Manual Scavengers and their Rehabilitation Act-2013"

## **26. Safety, Security, etc.:**

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

In no case, safety norms shall be violated.

The Contractor agrees that its personnel shall comply with security regulations in effect from time to time at SBILD's premises.

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

The Contractor shall provide and ensure that the personnel engaged by them wear proper uniform, protection gears like helmets, safety shoes, hand gloves, fully body safety belts, ladders, and will wear ID card in SBILD premises.

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

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

thoroughly verify the antecedents, addresses, qualifications, character, family background and technical qualification etc. of its personnel.

The Contractor shall ensure that necessary tools and equipment are always available for the purpose of attending repairs on emergency basis.

The Supervisor, and other technicians shall be available and report to the concerned department every day.

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

The Contractor will open SB accounts in any SBI Branch of all personal engaged in work force. The contractor is required to maintain First Aid kits for use whenever it becomes necessary.

## **27. Payment Terms:**

Payment of wages/EPF/ESI etc. to all the workers engaged by the contractor should be through an Account maintained with SBI which should be witnessed by an officer of the SBILD, and evidence thereof should be submitted to the SBILD. The payment to be made before 7th of each Month. The performance of the contractor shall be monitored by the committee based on the feedback on quarterly basis.

## **28. Force Majeure:**

“Force Majeure” shall mean any event beyond the control of SBILD or of the Contractor 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 with 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.
- iv. 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.
- v. 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.

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

**29. Governing Language:**

The contract and all correspondence / communications and other documents pertaining to the Contract, shall be written in English or in Hindi.

**30. Signing of Agreement of Maintenance Contract:**

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

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

**30.2** Necessary CAR policy for all employees who are engaged for maintenance works, for safety & security & third-party Insurance to be obtained.

## DETAILS OF PREMISES

The bidders are required to provide housekeeping & maintenance of full building (including hostel rooms & guest rooms) of **STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT, 65-A, SHREENAGAR SOCIETY, BPC ROAD, AKOTA, VADODARA - 390020**

Leased premises comprising of:

<b>ACADEMIC WING / MAIN BUILDING</b>		
VIP Guest Rooms ( <i>VIP Suite + G1 + G2</i> ) including Toilets	03	~ 13,162.154 Sq. Ft.
Office (AGM + Admin. Office + Reserved Office)	03	
Classroom – <i>Vishwamitri &amp; Tapi</i> + Attached Gallery Areas	02	
Multi Utility Hall Auditorium – <i>Mahisagar</i> + Discussion Rooms	01	
Conference room – <i>Samvaad &amp; Auditorium – Abhivyakti</i>	02	
Dummy Branch / Smart Classroom	01	
Faculty Offices & Visiting Faculty Rest Room	04	
UPS Room/ Server Room	01	
Library / e-Library	02	
Pantry + Water Dispenser Area	02	
Storerooms and Record / Stationery Room	04	
Toilet Blocks (Staff Utility + Common Utility)	10	
Assembly Passages / Corridors	03	
Outdoor Space / Gallery Areas / Terrace	06	
<b>HOSTEL WING</b>		
Indoor Games Play Area + Attached Hall	02	~ 16,933.625 Sq. Ft.
Reception + Dispensary + <i>Divyaang</i> Room including Toilet	03	
Dining hall including VIP Guest Dining and All Basin Areas	01	
Entire Kitchen Area	01	
Hostel Rooms including Toilets	30	
Outdoor Space / Passage, Corridor & Terrace	04	
Toilets at all the Floors including Outhouse Toilets	35	
<b>GENERAL AREA</b>		
Main Building Entrance Passage + Security Area + Backyard Space		~ 1,368.239 Sq. Ft.
Parking Area & Badminton Court & Gym Area		
Garden Area and Surrounding Walkways, Passages & Corridors		
Entire Peripheral Compound Area including Utensils Wash Area & Outhouse		
Entire Staircase Areas in both the Wings / Blocks / Buildings		
All the Residual / Marginal Areas		
<b>Approximate Total Area</b>		<b>~ 31,914.00 Sq. Ft.</b>

## 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 SBILD 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 /SBILD’** means State Bank Institute of Learning & Development having its Office at 65-A, SHREENAGAR SOCIETY, BPC ROAD, AKOTA, VADODARA - 390020.

**‘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 SBILD to carry out the work. It shall also include their legal representative(s), successors or assigns.

**‘Site’** means State Bank Institute of Learning & Development having its Office at 65-A, SHREENAGAR SOCIETY, BPC ROAD, AKOTA, VADODARA - 390020. Office / Hostel/Guest rooms, 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 Gregorian / English 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.

“**Holiday**” means holiday declared by the Govt. of Gujarat under Section 25 of the Negotiable Instruments Act and as applicable to SBILD.

## **2. LANGUAGE:**

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

## **3. INSPECTION OF SITE:**

The Bidders 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 Bidder will provide high quality services without damaging the existing finishes provided in the different 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 ASSISTANT GENERAL MANAGER & DIRECTOR, STATE BANK OF INDIA, SBILD, 65-A, SHREENAGAR SOCIETY, BPC ROAD, AKOTA, VADODARA - 390020, as detailed in the NIT. Written inquires 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, and equipment which may be required for carrying out the works at 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. Signing of contract Documents**

The successful Bidder shall be bound to implement the contract by signing an agreement and conditions of contract with the respective establishments of SBILD within 7 days from the receipt of intimation of acceptance of the tender by the SBILD. However, the written acceptance of the tenders by the Bank will constitute a binding agreement between the Bank and successful Bidder whether such formal agreement is subsequently entered into or not.

## **8. 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.

## **9. CONTRACT DOCUMENT:**

On receipt of work order from the Employer, the successful Bidder shall be bound to implement the contract and within 7 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.

## **10. PERFORMANCE SECURITY/GUARANTEE DEPOSIT:**

The successful bidder should submit a Performance/ Financial Bank Guarantee for an amount equivalent to **5.00%** of the value of contract (i.e., 12-month value of contract) within 15 days from the date of issue of work order. The Bank guarantee will be valid for a period of 15 months or such other extended period as the Bank may decide for due performance undertaken by the successful bidder.

## **11. INSURANCE OF WORKS:**

- i) Before taking up the work, the Contractor shall, obtain and submit to the Employer (Bank), a third-party insurance policy in original, issued by any Public-Sector Insurance Company.
- ii) 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 Rs 5 Lakh each, for any type of accident / incidence.
- iii) 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.
- iv) 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 obtained requisite insurance cover.

- v) No work shall be taken up by the Contractor at site unless the Insurance Policies as mentioned above are obtained.
- vi) 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 SBILD. Nothing extra shall be payable on this account.
- vii) The Bank will not be responsible financially or otherwise for any injury/death caused to any staff of contractor while executing the work under the agreement. The contractor shall be solely responsible to his employees/labourers for any injury etc. under Workmen compensation Act or any other law in force applicable at the material time. The contractor shall obtain adequate insurance policy in respect of his workmen to be engaged for the work towards meeting the liability of compensation arising out of death, injury or disablement at work etc.

## **12. ASSIGNMENT, SUBLETTING AND CONTRACTOR'S SUPERINTENDENCE:**

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

## **13. 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, SBILD 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.

## **14. CONTRACTOR TO SUPPLY TOOLS ETC:**

- i) Schedule of major equipment to be kept at site should be attached.
- ii) The list of major equipment to be deployed by the contractor should be enclosed.
- iii) The equipment to be kept on site should be new and the contractor should submit the copies of the purchase bills to Bank.

- iv) The contractor should ensure that the equipment provided on the site are maintained in functional condition.

**15. WAGES TO BE PAID:**

1. 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.
2. The Contractor shall engage the services of sufficient number of able, trained, and skilled persons for housekeeping and maintenance work. The contractor will ensure that the supervisor engaged by him verified the conditions and status of the premises of Building for orderly cleaning and maintenance. The payment will be made as per manpower deployed for the housekeeping works and on satisfactory completion of the work and on submission of the bill.
3. All payments by the Bank under this contract will be made only at Vadodara 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.
4. All taxes prevailing during the currency of contract shall be payable by the Contractor within the accepted tender amount only and the Bank will not entertain any claim whatsoever in this respect except GST.
5. That the terms of this contract have been read by the Housekeeping & Maintenance Service Contractor and fully understood by him/ them. The Service Contractor shall not be entitled for the payments for the quantities beyond the tendered quantities unless ordered for, by specific instructions with prior approval from the Bank.
6. The rate quoted shall be inclusive of bonus, Employees provident fund, etc. and the Employer shall not be responsible for any payment towards the above components.
7. 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 compliance with details

8. 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. 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.
9. 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 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.

**16. UNIFORM:**

The contractor shall provide New Uniform (with Company's name badge) including Safety Shoes, Hand Gloves, ID card for entry 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.

**17. WORK ON SATURDAY/ SUNDAY AND BANK HOLIDAYS:**

The contractor will arrange for engaging their workers on Saturday (2<sup>nd</sup> & 4<sup>th</sup>), Sundays & Holidays, for thorough deep cleaning of the internal and external areas as required by the employer. No Extra payment on this account will be made by the Employer.

**18. 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.

**19. 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 would get the police verification of all his employees hired for the purpose done and a copy of which will be submitted to the Bank. List of employees with their Names, Photographs, permanent addresses, Local addresses, Contract Numbers and Identity cards (i.e. Aadhar Card, Voter ID card etc.) will be kept with the Department and no employee without pending documents will be allowed to enter in premises.

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 therefrom. All liabilities arising out of violation of local laws and or central laws shall be contractor's responsibility.

## **20. LOCAL LAWS, ACTS, REGULATIONS**

**20.1** 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

**20.2** 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.

**20.3** Any cost incurred by SBILD 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 or may be recovered by the Bank from the contractor.

**20.4 Formation of Union among the workmen is not allowed.**

**20.5** 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.

**21. TECHNICAL AUDIT /SCRUTINY:**

- i. 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 organization as appointed by the Employer.
- ii. 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.

**22. RECORDS OF DAILY OPERATION:**

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

**23. 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 officials immediately after such occurrence, but in any case, not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by the State Bank of India. In addition, the contractor to the authorized State Bank of India, official shall also submit periodic reports on safety from time to time as prescribed.

**24. TERMINATION:**

- a. SBILD shall be at liberty to terminate the contract by issuing three (03) months' 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 State Bank of India shall have

the right to terminate the contract forthwith with three (03) months' notice and re-arrange 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.

**25. 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 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 SBILD shall have right to review and suggest modification in the Safety Plan. Contractor shall abide by the SBILD's decision in this respect.

The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of SBILD 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 SBILD officials:

- i) Safety Shoes conforming to IS-1989:1978
- ii) Eye and Face protection devices conforming to IS-8520:1977 and IS-8940:1978.
- iii) 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, vacuum cleaner, mopping equipment 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 SBILD 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 SBILD.

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

## **26. INDEMNITY BOND:**

- i) Contractor shall sign an Indemnity Bond in an approved format as per **Annexure-F** before starting the work, indemnifying the SBILD from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the workplace 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.
- ii) In case of any damage to property by the contractor, SBILD shall have the right to recover the cost of such damages from payments due to the contractor and decision of the SBILD shall be binding on the Contractor.
- iii) 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.
- iv) If the contractor fails to improve the standards of safety in its operation to the satisfaction of SBILD 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 SBILD official, the SBILD 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 SBILD.
- v) 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.

## **27. 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.

## **28. INSOLVENCY:**

The competent authority of the Office of the SBILD, Vadodara 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 SBILD and provided also that the contractor shall be liable to pay the SBILD for any extra expenditure, it is thereby put to but shall not be entitled to any gain on repurchased.

**29. CONFIDENTIALITY:**

- i) Information relating to the examination, clarification, evaluation, and comparison of tenders, and recommendations for the award of a contract shall not be disclosed to Bidder or any other persons, not officially concerned with such process, until the notification of contract award is made.
- ii) Any effort by the Bidder to influence the SBILD in the bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Bidder's bid.

**30. CORRUPT OR FRAUDULENT PRACTICES:**

- i) SBILD as well as Bidder shall observe the highest standard of ethics during the procurement and execution of such contracts.
- ii) "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,
- iii) "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 SBILD and includes collusive practice among Bidder (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the SBILD of the benefits of free and open competition.
- iv) "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of SBILD, designed to establish tender prices at artificial, non-competitive level.
- v) "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.

- vi) The SBILD will reject a tender for award if it determines that the Bidder recommended for award has directly or through an agent engaged in corrupt or fraudulent practices in competing for the contract in question.
- vii) The SBILD will declare a firm or individual as ineligible, either indefinitely or for a stated period, 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.

**31. PENALTIES/LIQUIDATED DAMAGES:**

- i) The Contractor shall disburse salary to its deployed manpower as per Central Govt. minimum wages Act latest by the 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 SBILD 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 cashed. The SBILD will have the power to appoint any other agency for the manpower services at the risk and cost of the Contractor.
- ii) The Contractor must maintain adequate number of manpower as per this contract and 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.1,000/- per absentee per day shall be deducted from the bill(s).
- iii) 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 SBILD 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 SBILD.
- iv) An amount of Rs.2,500/- 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 SBILD within 15 days, liquidated damages clause as incorporated in the tender document of the Contractor by SBILD will be invoked.
- v) Under any circumstances the collected wastes should not be burnt or dumped inside the campus. In case of any such observation by the SBILD, the Contractor shall be penalized up to 5% of the monthly Bill amount which will be deducted from any bills/dues of Contractor.

### **32. PRICE VARIATION CLAUSE:**

- i) **Price variation for Labour component:** The rates of Materials 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 must take due care on this account while quoting the rates and note that the manpower central minimum wages shall be paid as per the prevailing rates as fixed by the Government of India from time to time and claim the same as reimbursement.

The Bank may consider renewal of contract for similar 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 SBILD, and the contractor shall have no right to claim for the same.

- ii) **Price Variation on material component, pest control and housekeeping:** No escalation of Material component will be allowed during the contract period.

### **33. VALIDITY OF CONTRACT:**

The contract, if awarded shall be valid for 1 (One) year from the date of commencement of work subject to the renewal on yearly basis for two years on similar terms after expiry of initial period of one-year subject to satisfactory performance of contractor and at sole discretion of the Bank. In case of breach of contract or in the event of not fulfilling the minimum requirements/statutory requirement/satisfactory services etc., the SBILD 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 SBILD.

### **34. SEXUAL HARASSMENT:**

The Contractor shall be solely responsible for full compliance with the provision of the “the Sexual Harassment of Women at Workplace (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 SBILD against any employee/s of the contractor shall be taken into cognizance by the SBILD.
- 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 workplace and related issues.

**35. 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 while discharging contractual obligations in connection with this agreement, to any third party and shall always 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 SBILD. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

## SCOPE OF WORK

The bidders are required to provide House Keeping & Maintenance for premises of State Bank Institute of Learning & Development at the following premises:

Sl. No.	Name of the Premises	Approx. Area 31,914 Sq Ft	Ownership	Remarks
1	SBILD, 65-A, SHREENAGAR SOCIETY, BPC ROAD, AKOTA, VADODARA - 390020	Basements, Ground floor, outer Surrounding area, terrace and all 03 floors of Admin & Hostel wings including Hostel & Guest Rooms.	Leased	Maintenance includes upkeep of Hostel/Guest Rooms/Offices.

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

At the above premises, all the following services are to be set up for an effective service delivery process:

- i. Housekeeping/cleaning and upkeep of Hostel & Guest Rooms.
- ii. Sanitization of Building as per Covid-19 Protocol as and when required.

The brief details of scopes of services are mentioned below:

**A. HOUSE KEEPING:**

Sl. No.	Nature of Services	Frequency
1	<p><u>Sweeping &amp; Cleaning:</u></p> <ul style="list-style-type: none"> <li>• Sweep and clean all floor areas, roads etc.</li> <li>• Damp moping of tiles, vitrified floors, staircases, sidewalls and entrance areas.</li> <li>• Floors shall be made free of stain, dirt, mud, sand, footprints, liquid spills, and other debris.</li> <li>• Chairs, computers, keyboards, trash, receptacles, and easily movable items shall be moved to clean underneath.</li> <li>• During inclement weather, the frequency of cleaning may be higher. When completed, the floors and halls shall have a uniform appearance with no streaks, smears, swirl marks, detergent residue, or any evidence of dirt remaining or water standing.</li> <li>• After sweeping all vitrified floors, areas would be scrub cleaned.</li> <li>• Sweep clean of debris from walkways and driveways and hose clean them during appropriate climatic and water use conditions.</li> <li>• Daily cleaning of lift cabins, mirrors &amp; doors in all the floors.</li> <li>• Removal of stagnant water.</li> <li>• Maintain high standards of cleanliness and hygiene at all assigned areas throughout the premises.</li> </ul>	Daily
2	<p><u>Vacuuming:</u></p> <p>Vacuuming all carpets, runners and carpet protectors so that they are free of dirt, lint, mud, etc.</p> <p>All Sofa set/chairs, revolving/non-revolving cushioned chairs cushioned stools, Curtains, venetian/vertical fabric blind, Roller Blinds etc.</p>	Fortnightly
3	<p>Washrooms &amp; toilets cleaning (To be carried out on hourly basis):</p> <p>Thorough cleaning and sensitization of toilets, bathrooms, wash basins and spray facilities, using suitable non- abrasive cleaners and disinfectants. All surfaces shall be free of grime, soap, mud and smudges.</p> <ul style="list-style-type: none"> <li>• Cleaning of mirrors, glass doors, glass windows, etc.</li> <li>• Replenishment of paper towels, toilet paper, liquid soap, urinal cubes, naphthalene balls, Odonil, etc. in all the toilets &amp; washrooms.</li> </ul>	Daily

4	<p><u>Trash Removal:</u></p> <ul style="list-style-type: none"> <li>• Emptying all wastepaper baskets from all floor areas and washing or wiping them clean with damp cloth, replacing plastic wastepaper basket linings and returning items where they were located.</li> <li>• All waste from wastepaper baskets will be collected and deposited in the building's waste containers.</li> <li>• Dry &amp; wet garbage would be segregated and temporarily dumped into designated area within the premises.</li> <li>• Collection of old newspapers, bundling &amp; shifting to specified place.</li> <li>• All the wastes, trash, debris, garden waste etc. must be disposed from the campus on daily basis as per the extant guidelines. Any co-ordination in this regard with VMC must be carried out by the Contractor.</li> </ul> <p>Under any circumstances the collected wastes should not be burnt or dumped inside the campus. In case of any such observation by SBILD, the Contractor shall be penalized up to 5.00% of bill amount and its deduction from the monthly bills.</p>	Daily
5	<p><u>Glass Surface Cleaning:</u></p> <ul style="list-style-type: none"> <li>• All glasses at entrance doors and windows of the premises would be cleaned using damp and dry method.</li> <li>• Glass tabletops, cabin doors, cabin partitions and glass accessories, railings, handles would also be cleaned.</li> <li>• Removal of grease marks or fingerprints on glass counters and partitions. This cleaning is done using approved all-purpose cleaner and lint free cloth or paper towels.</li> </ul>	Daily
6	<p><u>Spot Carpet Cleaning:</u></p> <p>Spot clean carpets whenever necessary to remove stains, using appropriate products, chemicals, etc.</p>	Daily
7	<p><u>Damp &amp; Dry Cleaning:</u></p> <ul style="list-style-type: none"> <li>• Clean all tabletops of workstations, cubicles and other furniture and fixtures.</li> <li>• Conference Rooms.</li> <li>• Cleaning includes cleaning of Glass windows, ceiling, marble cladding, carpets, chairs, Service Rooms/ bath/ toilets, etc.</li> </ul>	Daily
8	<p><u>Shifting of Furniture:</u></p> <ul style="list-style-type: none"> <li>• Attendants needed for Shifting of chairs, tables, cup boards, e-wastes, monitors, computers, printers, etc. within the premises using suitable trolley as per instruction of officials of SBILD.</li> <li>• Also, will be utilized by the SBILD in events of meetings, conferences and day to day works at different departments.</li> </ul>	As and when instructed by SBILD officials

9	<p><u>Deep Cleaning:</u></p> <ul style="list-style-type: none"> <li>• Stairways, surrounding common areas, terraces, generator rooms, basements, car parking, etc.</li> <li>• Ceiling, walls, partitions, etc.</li> <li>• Interior &amp; Exterior glasses will be cleaned on both sides, throughout the building.</li> <li>• Ceiling fans, pedestal fans, wall mounted fans, Indoor split AC units, etc.</li> <li>• Up-keeping &amp; removing choke-up in the storm water drains in the ground &amp; basement level and other drains located inside the premise. The Contractor should co-ordinate with Municipal Corporation, Ahmedabad and keep the inter-junctions clear from any obstruction.</li> <li>• During monsoon season the Contractor must ensure periodic cleaning of the basement, etc. with suitable materials for removing the algae / green patches formation.</li> </ul>	Weekly (only on Sunday / other Holidays)
10	<p><u>Window Glass Cleaning:</u></p> <ul style="list-style-type: none"> <li>• The service provider shall undertake cleaning of the glasses and glass panes from the interior in all floors.</li> <li>• Dusting windowsills and blinds.</li> </ul>	Weekly
11	<p><u>Sanitizing:</u></p> <ul style="list-style-type: none"> <li>• All items related to Computer (Monitor, CPU, Keyboard, Mouse etc.) are to be cleaned thoroughly and sanitized with precautions.</li> <li>• Office desk paper bins would be cleaned and sanitized.</li> <li>• All washroom dustbins would be thoroughly cleaned and sanitized.</li> <li>• All telephone instruments would be sanitized using disinfectants.</li> <li>• Waste bins from Pantry and Cafeteria areas would be thoroughly cleaned and sanitized with disinfectants.</li> <li>• Through washing of all walls and doors of all toilets with appropriate detergent and disinfectant.</li> <li>• All wooden partitions, wooden paneling, doors etc. are to be cleaned with detergent and disinfectant.</li> </ul>	Weekly
12	<p><u>Dusting &amp; Wiping:</u></p> <ul style="list-style-type: none"> <li>• Dusting and wiping light fixtures, when completed the light fixtures shall be free from dirt, grime, dust and marks.</li> <li>• Applying metal polishes to accessories or door handles, name plates, hand railings, lift walls, etc. where applicable.</li> </ul>	Fortnightly
13	<p><u>Scrubbing:</u> All floor areas with scrubbing machines.</p>	Fortnightly

14	<p><u>Deep Cleaning:</u></p> <ul style="list-style-type: none"> <li>• Deep cleaning, dusting and wiping of sanitary fittings in the washrooms, ladies' toilets etc.</li> <li>• Deep cleaning, dusting and wiping of handles, doors, door closers, fittings, windows, curtains etc.</li> <li>• Cleaning, dusting and wiping of false ceilings.</li> <li>• After cleaning, dusting and wiping of various items, these shall be free from dirt, grime, dust and marks.</li> <li>• Cleaning/sweeping of all the terraces on fortnightly basis.</li> <li>• Cleaning, dusting, cobwebs.</li> <li>• Dusting of fire extinguishers, fire hydrant heads located at various places.</li> </ul> <p><i>Note: The Contractor will ensure that no Acid or similar cleansing agent/material should be used in the process of cleaning of CP/Brass fittings. Any damages caused on account of violations shall be at the contractor's cost and risk. The contractor shall be responsible for replacement of such damaged fittings/fixtures with same brand/model fixtures at their own cost.</i></p>	Fortnightly
15	<p><u>Polishing:</u></p> <p>All the Brass/SS door handles/doorknobs, hand railings, lift walls, other brass fittings are required to be polished and kept in shining condition by using approved quality polishing agents including buffing as and when directed.</p>	Quarterly
16	<p><u>Cleaning Work:</u></p> <ul style="list-style-type: none"> <li>• Cleaning of vertical fabric blinds/ Roller Blinds and checking / rectification of the same using suitable material</li> <li>• Deep cleaning of all service ducts, chajjas in the floor, etc.</li> </ul> <p>Note: The contractor must take necessary safety precautions for their laborer by wearing personal protective equipment like safety belt, safety helmet, shoes, etc. while executing the work in the ducts, chajjas etc.</p>	Quarterly
17	<p><u>Chemical / Shampoo wash</u> – All sofa sets/chairs, revolving chairs, non-revolving chairs, cushioned stools, Curtains, Venetian/vertical/Roller blinds etc. are to be dry cleaned/ chemical washed / Shampooing. Cost of dry cleaning will be borne by Bank.</p>	Quarterly or as and when required.

**18. Hostel/Guest Room Maintenance**

<b>Sr. No.</b>	<b>Item</b>	<b>Periodicity of washing</b>
1	Bed sheet (double)	Change of occupancy or once in 3 days whichever is earlier
2	Bed sheet (single)	Change of occupancy or once in 3 days whichever is earlier
3	Pillow cover	Change of occupancy or once in 3 days whichever is earlier
4	Bed cover (double)	Weekly / change of occupancy
5	Bed cover (small)	Weekly / change of occupancy
6	Towel (big)	Change of occupancy or once in 3 days whichever is earlier
7	Towel (small)	Change of occupancy or once in 3 days whichever is earlier
8	Tablecloth (dining table)	Every day
9	T. V. cover	Twice in a month
10	Linen for Blanket	Change of occupancy or once in 3 days whichever is earlier

**B. MANDATORY DATA/ KYC REQUIREMENT OF EMPLOYEES**

**The following data relating to employees has to mandatory provided by the vendor:**

1. Name & Address of the employees
2. Photo ID & Address proof
3. Two copies of recent colored photographs of the employees
4. EPFO registration details
5. ESIC registration details
6. Account numbers in which salary of the employees is to be credited, along with details to reconcile (viz. Name of Bank, IFSC code, Branch Name, Address of the Bank)

**Signature of the Contractor**

**MANPOWER EQUIREMENT**

Total no of employees required for providing housekeeping & maintenance of full building (including hostel rooms & guest rooms) of

**THE STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT, 65-A,  
SHREENAGAR SOCIETY, BPC ROAD, AKOTA, VADODARA - 390020**

Manpower requirement is as under:

Sl. No.	Particulars	No. of Persons
1	Supervisor (Shift wise)	03
2.	Housekeeper / Sweeper/ WC and Bath Attendant	05
3.	Housekeeper / Sweeper/ WC and Bath Attendant (Female)	02
Total		10

The contract labour should not be allowed to work for long tenure in the office. The contractor should be advised to depute the contract labour on ROTATION basis. The contractor will ensure leave arrangements, so that the said number of manpower may be available on daily basis without fail. In case of non-deployment of the requisite number of manpower, the clause of WAGE CUT will be applicable on pro-data basis.

**MANPOWER QUALIFICATION AND EXPERIENCE CRITERIA**

Sl. No.	Particular	Manpower Category Along with Qualification
1.	<b>Housekeeping Staff</b> (General Shift)	<i>Unskilled Category</i>
2.	<b>Supervisor-cum-Receptionist</b> (All shifts)	<i>Semi-Skilled Category</i>

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

**Note:**

- i) All the above-mentioned scope of works is indicative and not exhaustive; Bank reserves the right to add/delete any work under the scope of work. However, the Contractor must properly maintain the campus/Building /Premises.
- ii) Also, all the expenses towards maintenance of the equipment will have to be borne by the Contractor.
- iii) The Contractor must provide Uniform (displaying contractor's name), Shoes, hand gloves, personal protective equipment, necessary tools, etc. to all their staff members.
- iv) Supervisors/Managers should visit different floors from time to time to ensure that each floors/toilet etc. remain clean and ready for use round the clock.
- v) All the consumables should be of specified make or equivalent brand of ISI mark as approved by the SBILD.

**TENTATIVE LIST OF MATERIAL TO BE USED IN SBILD PREMISES**

<b>MONTHLY SUPPLY OF CLEANSING MATERIAL</b>					
<b>Sl. No.</b>	<b>Description</b>	<b>Approx. Quantity</b>	<b>Unit</b>	<b>Mini. Rate (Rs.)/ Unit</b>	<b>Amount (Rs.)</b>
1	Handwash liquid soap of Dettol/Savlon/ Lifebuoy/ Godrej.	15	Ltrs.		
2	Washroom Cleaning Chemical (Stain remover) of Harpic (Red)/Taski/Trends/Gala/Rin Ala	30	Ltrs.		
3	Floor Cleaning Chemical of Harpic/Taski/ Trends/ Gala	30	Ltrs.		
4	Glass cleaning chemical of colin or equivalent approved by Bank	10	Ltrs.		
5	Soft Broom of Gala/Kleenal or equivalent approved by SBILD	25	No.		
6	Hard Broom of Gala/Kleenal or equivalent approved by SBILD.	10	Nos.		
7	Tall Sweeping Brush Gala/Kleenal or equivalent	5	Nos.		
8	Naphthalene Balls (White) of Seven Star/Sunny/Odonil	5	Kg.		
9	Sunny/Seven Star/Odonil Balls (Coloured)	10	Dozen		
10	Wet Mop Refill of Gala/Kleenal or equivalent approved by SBILD	15	No.		
11	Check Duster of approved quality Yellow Duster of approved quality Floor Duster of approved quality	12	No.		
12	Scraper of Good Quality	5	No.		
13	Sponge of Good Quality	10	No.		
14	Rubber Gloves of Good Quality	5	No.		
15	Cotton Gloves of Good Quality	5	No.		
16	Garbage bag Small of approved quality	20	Pkt.		

17	Garbage bag Big of approved quality	5	Pkt.		
18	Toilet disinfection Phenyl (Black0 of Lizol/Domex/Walker	20	Ltr.		
19	Freshner cube of Odonil / sunny (75 Grm packet)	50	No.		
20	Scrub of scotch Brite or equivalent approved make	20	No.		
21	Urinal Padof Good Quality Perfumed Net	10	No.		
22	Toilet Brush Gala/Kleenal or equivalent approved by SBILD	10	No.		
23	Paper roll for toilet of Premier/Selpak/Fun to use	10	Nos.		
TOTAL AMOUNT (Rs.) (Lumpsum Approx.)					

Note: The price should be quoted, taking into consideration the cost of above items to be supplied. Contractor must show the above materials to the concerned officer at SBILD, VADODARA and obtain their signature on consumable item's purchased bill and submit the same along with the monthly bill to SBILD, VADODARA for payment. Quantity may vary as per actual requirements. Payment will be made on actual quantity used on site.

- **All Chemicals for cleansing should be Eco-friendly and of good quality/standard brand.**

**ELIGIBILITY CRITERIA**

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

Sl. No.	Eligibility Criteria	Documents to be submitted
1	The bidder must be a firm/Proprietary /Company registered under Companies Act. With an experience of minimum 07 years in the field of Housekeeping & Maintenance	<ul style="list-style-type: none"> <li>• In case of proprietary firm, copy of the GST Registration certificate</li> <li>• In case of firms, copy of the firm registration Certificate</li> <li>• In case of company, copy of certificate of incorporation issued by Registrar of companies and full address of registered office.</li> </ul>
2	<p>Handled minimum 3 (three) completed annual contracts in PSU/BANK/ any other departments under State / Central Government anywhere in India with each contract having value of not less than Rs. 19.20 Lakh</p> <p style="text-align: center;">Or</p> <p>Handled minimum 2 (Two) completed annual contracts in PSU/BANK/ any other departments under State / Central Government anywhere in India with each contract having value of not less than Rs. 24.00 Lakh</p> <p style="text-align: center;">Or</p> <p>Handled minimum 1 (one) completed annual contracts in PSU/BANK/ any other departments under State / Central Government anywhere in India with each contract having value of not less than Rs. 38.40 Lakh</p>	<p>Copy of the work order and work completion certificates issued by the principal Employers specifying the below criteria for the works carried out during the period from 01/04/2018 to 31/03/2025.</p> <ol style="list-style-type: none"> <li>a. Scope of work.</li> <li>b. Contract value.</li> <li>c. Area of the building.</li> <li>d. No. of staff deployed by the contractor for the contract.</li> <li>e. Period of the contract.</li> <li>f. Monthly payment.</li> </ol> <p>Note:</p> <ul style="list-style-type: none"> <li>• Renewal of annual contracts shall be considered as a single contract.</li> <li>• Copy of agreement is enclosed.</li> </ul>
3	The bidder should have a minimum average annual turnover of Rs. 14.40 Lakh for the previous three years (as on 31-03-2025. Audited/Certified Balance Sheet (by Chartered Accountant) for the years 2022-23, 2023-24 and 2024-25, establishing the turnover criteria should be submitted.	Copy of the audited P&L Account and Balance Sheet duly Certified by the Chartered Accountant.

4	<p>Bidder should have existing Office in the state of Gujarat as on 07/02/2026 or undertake to open their office within two months at Vadodara if work is allotted to them as per documentary Proof submitted like Lease Deed or registration under shop &amp; establishment Act. The bidder should have:</p> <ul style="list-style-type: none"><li>i. Valid labour license under section 12(1) of then contract Labour regulation and Abolition) Act,1970.</li><li>ii. Registered with ESI, EPF, GST etc. authorities and must be in possession of Permanent Account No (PAN).</li></ul> <p>A copy of the Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.</p> <p>Signature <span style="float: right;">Seal of Company</span></p>
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**BIDDER- DETAILS**

1. Name of the Firm:
2. Date of Incorporation and/or commencement of business:
3. Certificate of incorporation:
4. Brief description of the Bidder including details of its mainline business:
5. Company website URL, if any
6. Labour License no.
7. ESI No .EPF No.
8. GST No.
9. PAN No.
10. Particulars of the Authorized Signatory of the Bidder
  - a. Name:
  - b. Designation:
  - c. Address:
  - d. Phone number (Landline):
  - e. Mobile Number:
  - f. Fax Number:
  - g. Email Address

Signature

Seal of the Company/Firm

**EXPERIENCE DETAILS**

LIST OF TOP-3 COMPLETED ANNUAL CONTRACTS (With individual contract value more than Rs.19.20 Lakhs & contract period between 01/04/2018 and 31/03/2025). The experience certificate with completed contract value duly issued by the client to be enclosed as evidence.

Sr. No.	Description	Details (please fill)
Completed Annual Contract -1		
1	Client Name & Address:	
2	Annual Contract Value (completed value):	
3	Duration of the contract:	From: To
4	Client representative Name:	
5	Contact Nos (Landline/Mobile Nos)	
6	Mail id:	
Completed Annual Contract -2		
1	Client Name & Address:	
2	Annual Contract Value (completed value):	
3	Duration of the contract:	From: To
4	Client representative Name:	
5	Contact Nos (Landline/Mobile Nos)	
6	Mail id:	
Completed Annual Contract -3		
1	Client Name & Address:	
2	Annual Contract Value (completed value):	
3	Duration of the contract:	From: To
4	Client representative Name:	
5	Contact Nos (Landline/Mobile Nos)	
6	Mail id:	

**DRAFT INDEMNITY BOND FORMAT**

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

THIS DEED OF INDEMNITY BOND executed at Vadodara on this \_\_\_\_ day of \_\_\_\_ month of year \_\_\_\_\_ Two Thousand and Twenty Six (2026) by M/s \_\_\_\_\_ duly represented by proprietor / one of its partners Shri \_\_\_\_\_, aged \_\_\_\_ years, son of Shri \_\_\_\_\_, residing at \_\_\_\_\_ (here in after referred to as “the Contractor”).

In favour of Whereas State Bank of India has invited open bid tenders from the contractors for Providing HOUSE KEEPING & MAINTENANCE OF FULL BUILDING OF STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT (INCLUDING HOSTEL ROOMS), 65-A, SHREENAGAR SOCIETY, BPC ROAD, AKOTA, VADODARA – 390020. The Contractor has become successful in securing the subject work through competitive tendering and the work specified in the tender documents has been awarded in favour of Contractor by SBILD vide their letter.....

And whereas as per tender documents, the Contractor must enter into a Contract Agreement with SBILD and execute an Indemnity Bond before starting the work. The Contractor has entered into Contract Agreement with SBILD on (here in after referred to as “the Contract”).

In consideration of SBILD having awarded the above said Contract, the Contractor hereby undertake to indemnify and keep harmless the SBILD from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations, any possible damage to the building and members of public in course of execution of the work for which Contractor shall be solely responsible.

Further, Contactor hereby indemnifies and keep SBILD indemnified for any loss or damages incurred or suffered or to be incurred or to be suffered by State Bank of India on account of breach of the terms and conditions of the Contract by the Contractor.

**Signature of Contractor with seal**

**DRAFT MEMORANDUM OF CONTRACT FOR PROVIDING HOUSE KEEPING SERVICES FOR FULL BUILDING (INCLUDING HOSTEL ROOMS & GUEST ROOMS) OF STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT, 65-A, SHREENAGAR SOCIETY, BPC ROAD, AKOTA, VADODARA - 390020**

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

This AGREEMENT is made at Vadodara on this -----  
between **THE STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT (SBILD), VADODARA**, having its office at **65/A SHREENAGAR SOCIETY, BPC ROAD, AKOTA, VADODARA, GUJARAT - 390020** (hereinafter called “**the SBILD or Bank**”) represented by its **Authorized Officer** on the One Part including his Successors, Assignees etc.

and

------(Proprietorship / **Partnership Firm** / Company),  
incorporated under the provisions of the Indian Companies Act, 2013 / Indian Partnership Act, 1932, as amended from time to time, and having its Registered Office at  
-----

------(Hereinafter called “**the Contractor**”) represented by ----- who is authorized to enter this AGREEMENT by its Board of Directors or in the capacity of **PARTNER as per partnership deed dated ----- and authority letter dated-----** on the Other Part including his Successors, Assignees etc.

AND WHEREAS The Bank has an intention of engaging a Contractor to provide Housekeeping & Maintenance Services at the State Bank Institute of Learning and Development (SBILD), Vadodara, situated at 65/A Shreenagar Society, BPC Road, Akota, Vadodara, Gujarat - 390020 (the Principal Place of Work under this Contract).

AND WHEREAS The Bank had invited Tenders from eligible Contractors interested to provide Housekeeping & Maintenance services at State Bank Institute of Learning & Development, Vadodara situated at 65/A Shreenagar Society, BPC Road, Akota, Vadodara, Gujarat - 390020 as indicated in the Scope of Work and other documents attached to the Tender.

AND WHEREAS the Contractor and others submitted the Tenders, and the Bank has awarded the Contract relating to Housekeeping & Maintenance Service at State Bank Institute of Learning & Development, Vadodara Situated at 65/A Shreenagar Society, BPC Road, Akota, Vadodara, Gujarat - 39020 as indicated in the Scope of Work and other documents attached to the Tender Document to the Contractor.

AND WHEREAS both the Parties to this AGREEMENT are desirous of recording the Terms and Conditions upon which the said services are to be rendered by the Contractor.

**A. NOW IT IS HEREBY AGREED BETWEEN THE TWO PARTIES AS FOLLOWS:**

- a. This AGREEMENT comes into effect from ----- and will remain in force up to ----- or unless it is terminated as per the Terms and Conditions hereinafter contained and/or recorded.
- b. In consideration of the Contract Amount (as per attached Price Bid accepted and approved by the Bank) to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon and described in the said Specifications and the Price Schedule of Quantities.
- c. The above charges include GST (Goods & Service Tax) and include all Other Taxes / Duties / Levies, whether existing or levied at present or in future by the Central Government or the State Government or any other Local Authority / Authorities.
- d. The Bank shall pay to the Contractor the said Contract Amount, or such other Sum or the Sums as shall become payable, at the time and in the manner specified in the said Conditions as per the Accepted Tender, for efficient rendering of the Housekeeping & Maintenance Services. Such Sum / Sums / Dues shall be payable, subject to tax norms, on Monthly Basis upon receipt of the Bills / Tax Invoices for the same from the Contractor to the Bank.
- e. The Contractor shall be responsible for providing Specified Contract Services on regular basis as per the Scope of Work of the contract notified in the Notice Inviting Tender (NIT) Document and Terms and Conditions of the Contract.

**B. SERVICES TO BE RENDERED BY THE CONTRACTOR:  
THE CONTRACTOR SHALL:**

- i. Ensure submission of Identity, Address Proofs and Police Verification Certificates for all the Personnel deployed in the Bank's premises and/or for the services to be provided to the Bank under this Contract.
- ii. Ensure that Trained and Competent Persons with specified Skills are engaged (i.e., preferably between age 18 years to 50 years for Workmen and up to the age of 55 years for the Supervisor), who are Medically & Physically Fit, as per Certificate issued by a Practicing Medical Doctor and are not suffering from any Chronic or Contagious Disease for carrying out the works and rendering the services as prescribed in the Contract.

- iii. Ensure that the required number of skill wise staff strength is available and maintained on all the days throughout the currency of this Contract. In case of any shortage on this part would construe as a deficiency in the Services and would attract the applicable penalty/ies.
- iv. Ensure that the housekeeping and maintenance is of the Standard Quality as specified in the NIT and other Documents of the Tender.
- v. Be responsible and liable for payment of Salaries, Statutory Minimum Wages and Other Legal Dues to the persons who are employed by him for the purpose of rendering the services required by the Bank under this agreement/Contract.
- vi. Ensure timely payment of Wages/Salary to the persons employed by him directly in their Bank Accounts and a certificate to the effect that the Salaries/Wages are being paid regularly shall be furnished to the Bank every month. Further, the Contractor shall furnish a Certificate every month to the effect that all the obligations under the various Labour Laws (including newly notified Labour Law Codes) and the Contract Labour (Regulation and Abolition) Act, 1970, as amended from time to time, and/or all other such related statutes are complied with by him.
- vii. Ensure that all the persons employed by him, for the purpose of rendering the services required by the Bank under this AGREEMENT, are insured with Government of India recognized Insurance Companies, for which no extra payment will be made by the Bank. The Contractor shall take all types of the necessary safety measures and precautions for the safety and Security of the persons employed by him for rendering the services to the Bank. The Contractor shall be solely responsible for any injury or damages to any persons, animals or any other things engaged / employed / deployed by them. In no case and to no extent, the Bank shall be made responsible for any such incident/accident.
- viii. Ensure that his employees, while in the premises of the Bank or while carrying out their obligations under this AGREEMENT, observe the standards of Cleanliness, Decorum, Safety, Good Behaviour, Courtesy, Politeness, Punctuality and General Discipline laid down by the Bank or its Authorized Representatives and the Bank shall be the Sole Judge as to whether or not the services provided by the Contractor and his employees are as per the Terms and Condition of this Contract or not.
- ix. Personally, Intensively and Exclusively supervise the work(s) of his employees to ensure that the services rendered under this AGREEMENT are carried out to the satisfaction of the Bank.
- x. Be liable and make good to the Bank, for any damages/losses caused to the Bank by way of damages to the Bank's premises, or any part thereof or to any fixtures or fittings thereof or any property / assets of the Bank and therein by any act, omission, default, or negligence of the Contractor and/or his employees or agents.

- xi. Agree and undertake that he and all his officials/ representatives will make it clear to all the persons employed / engaged by him to perform the obligations under this AGREEMENT that THEY ARE EMPLOYEES OF THE CONTRACTOR and that they shall have no claim against the Bank and the Bank shall not be liable to pay Wages, Salary or Any Other Type of Compensation / Remuneration to execute / fulfil the Contract obligations or provide any other statutory benefits under the Labour Law and / or any other legislation, Central or State, and the Contractor shall be SOLELY responsible for providing all such amenities / facilities / benefits to his employees admissible under the relevant Laws / Rules / Service conditions.
- xii. Obtain license, if any, required under Gujarat State Government Law or Central Government Law as applicable in case of the services covered under this Contract.
- xiii. Wherever warranted, as per the Scope of Work, provide Skilled Workmen Staff having appropriate and valid licenses / permits.
- xiv. Provide all their Staff deployed in and/or for the Bank, a Uniform of proper and appropriate size and fit, bearing his Company's Badge and Logo, and a pair of Safety Shoes / Footwear etc., once in a year. All staff deployed in and/or for the Bank, will wear such Neat and Clean Uniform and Shoes / Footwear while on duty. The Contractor shall implement this practice invariably and without any exception or deviation.
- xv. The Contractor shall arrange and pay for policy under the Public Liability Insurance Act, 1991 and insure and keep insured all materials which are or have been declared to be hazardous under the notifications issued or that may be issued from time to time under the above said Act or any Rule framed there under, and which are used by the Contractor during the Housekeeping & Maintenance services under these presents.
- xvi. Be responsible for the Training, Allotment of Duties, Hours of Work and Timings to the personnel engaged for the purpose of this Contract. The Contractor shall alone have the Right to Exercise Control, Give Directions and Manage the personnel engaged for the purposes of this Contract.
- xvii. Possess, for the entire duration of this Contract, all Licenses and Registrations as may be required under any law, State and/or Central, and shall be responsible to register himself and obtain a Valid License under Contract Labour (Regulation and Abolition) Act, 1970, as amended from time to time, and the Rules thereunder. The Contractor shall comply with all Rules and Regulations in force under the said Act and rules thereunder. The Contractor shall comply with all applicable Laws, Rules and Regulations relating to Provident Fund, Payment of Bonus, Minimum Wages, or any other State and/or Central Statutory / Regulatory requirements including newly notified Labour Law Codes. Any dispute regarding such benefits and/or dues thereto shall and be dealt with and settled by the Contractor.
- xviii. Provide all the prescribed amenities to its personnel, in terms of the provisions of Sections 16, 17 and 18 of the Contract Labour (Regulation & Abolition) Act, 1970, as amended from time to time and the rules framed under the said Act. However, in case

of failure of the contractor in complying with the said provisions, the bank may provide the same when called upon to do so by the competent authorities and deduct the expenses incurred thereof from the bills of the contractor without prejudice to its other rights and remedies under this contract. The Contractor shall be responsible for proper maintenance of all the Registers, Records and Accounts so far as those relate to the compliance of any/and all the Statutory Provisions / Obligations.

- xix. Disburse the minimum wages payable to its Personnel and submit Certification to that effect in terms of the provisions of the aforesaid Contract Labour (Regulation & Abolition) Act, 1970 and rules 72 and 73 of the Rules framed there under, as amended from time to time, in case the same are applicable to the Contractor. Any violation of the aforesaid provisions of the law will entail forthwith TERMINATION of this Contract in addition to such PENAL CONSEQUENCES as may be attended with under this Contract.
- xx. Act upon and devise all the corrective steps, in case the Bank notices that the Personnel of the Contractor has / have been Negligent, Careless in rendering the services of the Contract, and the same has/have been communicated immediately to the Contractor by the Bank and its representatives / agents, the Contractor will devise corrective steps immediately to avoid the recurrence of such incidents and report to and apprise the Bank about his and/ or his company's action plan in that regard.

#### **C. TERMINATION OF AGREEMENT:**

**(a) Without prejudice to what is contained hereinabove, the bank shall, at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice of Three months without assigning any reason(s) and without payment of any compensation, if:**

- I. In the opinion of the Bank (which shall not be called in question by the Contractor and shall be binding on the Contractor), the Contractor fails or refuses to implement this AGREEMENT to the Bank's satisfaction and/or
- II. The Contractor commits a breach of any Terms and Conditions of this AGREEMENT and/or
- III. For any reason whatsoever, the Contractor becomes disentitled in law to perform his obligations under this AGREEMENT and/or
- IV. There is any variation in the ownership/partnership or management of the Contractor or his business without the prior approval, in writing, of the Bank to such variation.

(b) In the event of termination of this AGREEMENT for any reason whatsoever, the Contractor/ or persons employed by him, or his agents shall not be entitled for any Sum or Sums, whatsoever, from the Bank by way of Compensation, Damages or Otherwise.

#### **D. STAMP DUTY:**

The Contractor shall bear all the expenses pertaining to EXECUTION of the AGREEMENT, including the Stamp Duty and the applicable Registration Charges. The Original copy of the AGREEMENT shall be retained by the Bank and the Contractor shall be provided with a Certified / Notarized Copy for his record.

#### **E. STATUTORY MINIMUM WAGES:**

The Contractor shall ensure payment of Statutory Minimum Wages to the workmen employed by him/ her/ them during currency of Contract as notified from time to time and shall also take care of escalation in (if any) in the Statutory Minimum wages prescribed by the appropriate government (as applicable) and pay it accordingly under due intimation to the Bank

#### **F. INDEMNITY:**

The Contractor agrees to indemnify and thereby will keep the Bank indemnified against all the Actions, Claims, Losses, Damages, Costs, Charges, Expenses (Including Attorney / Advocate Fees and Legal Expenses) which the Bank may suffer or incur on account of breach of confidentiality obligations as per this AGREEMENT by the Contractor or its Employees, Agents, Representatives, Sub-Contractors, Business Partners etc. The Contractor further agrees to make good the loss suffered by the Bank upon first demand by the Bank which shall be Final, Conclusive and Binding on the Contractor.

#### **G. FIDELITY AND CONFIDENTIALITY:**

The Contractor and/or their Agents, Representatives, Employees, Business Partners etc. shall not disclose, directly or indirectly, any Information, Material and/or details of the Bank's Infrastructure / Systems / Processes / Practices / Assets / Equipment etc., which may come to the possession or knowledge of the Contractor and/or his agents during discharging the Contractual Obligations in connection with this AGREEMENT, to any Third Party and shall at all times, hold the same in Strictest Confidence. The Contractor shall take all appropriate actions with respect to his employees to ensure that the obligations of non-disclosure of confidential information under this AGREEMENT are fully satisfied. The Contractor 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 / Rules / Statutes. 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 Bank. The Contractor 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 a Breach of Contract on the part of the Contractor and the Bank shall be entitled to claim damages and pursue Legal Remedies, including Termination of the Contract. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this AGREEMENT for whatever reason.

#### **H. DISCRETION OF THE BANK:**

The Bank reserves the right, without prejudice to the Terms and Conditions of this AGREEMENT, to alter the specifications and nature of the work by adding to or omitting any item of work or portions of the work(s) being/to be carried out under this Contract, at any time during the currency of this Contract, by issuing a letter to this effect to the Contractor.

#### **I. PAYMENTS AND TAX DEDUCTIONS THEREOF:**

The Bank shall pay the Contractor the said Contract amount or such other sum or Sums, as shall become payable, at the times not before the performance of the work, and in the manner specified in the said conditions, the Contractor shall, upon and subject to the said conditions execute and complete the work upon the said specifications and the schedule of the quantities. All the payments by the Bank under this Contract will be made only at Vadodara and by way of Bank Cheque or by way of Bank Account Transfers, the details of which, the Contractor will have to formally, clearly and explicitly, intimate on all the bills and Invoice raised by him from time to time. In any case, No ADVANCE PAYMENT would be made for any purpose. In no case, any payment would be made in Cash by the Bank. All the payments to the Contractor by the Bank would be subject to TDS deductions rules under the Income Tax/ GST Act and the rules and regulation thereunder, and/or any other applicable Acts, Rules, Guidelines of the Government, State and/or Central, as applicable from time to time.

#### **J. BASIS OF THE CONTRACT:**

This document containing the Terms and Conditions and Annexures thereto, along with the initial tender documents, read together and/or severally, shall construe as forming part of this AGREEMENT and would be the BASIS of the Intended Work Contract. The Parties hereto shall respectively abide by, submit themselves, to the said and/or implied terms and conditions and perform the OBLIGATIONS on their part respectively in their truest letter and the spirit. By whatsoever reason, if any of the material clauses/ conditions that was contained in the Initial Tender Document and has/have not been mentioned herein separately, unless the same are contrary to any terms and conditions mentioned specifically in this AGREEMENT, would hold true and very well form the part of this AGREEMENT and parties hereto shall respectively abide by, submit themselves, to all such clauses / conditions.

#### **K. SAFETY OF WOMEN / CHILDREN AT WORKPLACE:**

In no case, the Contractor shall employ any person to carry out any work required to carry out under this AGREEMENT, who has not attained the age, statutorily allowed for the purpose. In any case, No Minor / Child, who is of the age, barred by any law of the land / statute, to be employed for any Labour Job, shall be employed to carry out any work required to carry out under this AGREEMENT. The Contractor shall carry out all the necessary and sufficient steps to prevent any type of Sexual Harassment of not only any of their Women Employees, but of any Women Employee / Representative / Guest /

Visitor etc. of the Bank by their employees, agents etc. Also, for redressal of complaints relating to 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. In all cases and always, the dignity of all women, regardless of whether they are the staff of the Contractor, or the Bank, or of other Contractor(s), or are the Visitors and/or Guests at the SBILD, must be upheld by the Contractor and all the persons employed by them. The same is applicable for all the minors and children, visiting SBILD premises for whatsoever reasons.

#### **L. USAGE AND OWNERSHIP OF THE ASSETS:**

All the premises or parts thereof or the articles, assets, equipment, tools, crockery items, machines etc. provided by the Bank to the Contractor would be for use in good faith only. The Contractor must ensure the just, judicious, and careful usage by their employees of all such items. Nothing contained in these presents regarding such items is intended, nor shall be construed to be a Grant, Demise, Gift or Assignment in Law, of the premises or the articles, assets, equipment, tools, crockery items, machines etc. or any parts thereof, by the Bank to the Contractor or its personnel. They would use all such items judiciously and carefully and shall vacate and handover the same in good working condition, and order upon termination, of these presents either by efflux of time or otherwise.

#### **M. SUB-CONTRACTING / DELEGATION:**

The Contractor shall not assign or sublet the obligations and/or benefits of this Contract to any person or persons or entity or entities and in the event of any violation and/or breach thereof, the Bank may, at its discretion, but without prejudice to its other rights and remedies, terminate this Contract. No Sub-Contracting of any part of the Services by the Contractor shall be allowed other than those specifically mentioned in this AGREEMENT or agreed by the Bank in writing.

#### **N. AUDIT AND RESOLUTION OF THE DEFECIENCIES FOUND IN THE AUDIT:**

The Bank shall have the right to direct the Contractor to get themselves audited by external empanelled auditors appointed by the Bank annually or as decided by the Bank covering the risk parameters finalized by the Bank and the Contractor would be required to submit such Certification by the Auditors to the Bank. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance systems and processes created by the Contractor. The Contractor shall, whenever required by the Bank's empanelled Auditors, furnish all relevant information, records/data to them. Where any deficiency has been observed during such audit(s) on the risk parameters finalized by the Bank or in the Certification submitted by the empanelled Auditors, the Contractor shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolutions thereof and the empanelled auditor shall further certify in respect of resolutions of the deficiencies. The resolutions provided by

the Service Provider shall require to be certified by the empanelled Auditors covering the respective risk parameters against which such deficiencies have been observed.

**O. ACT IN INDEPENDENT CAPACITY:**

It is specifically agreed that the Contractor shall act as independent service provider and shall not be deemed to be the Agent of The Bank except in respect of the transactions/services which give rise to Principal - Agent relationship by express agreement between the Parties. Neither the Contractor nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of The Bank. None of the employees, representatives or agents of Contractor shall be entitled to claim permanent absorption or any other claim or benefit against the Bank. Neither the Contractor nor its employees, agents, representatives, Sub-Contractors avail any concession, credit etc. from the market, portraying him or his company so as acting in any official capacity assigned by the Bank. The Contractor specifically agrees hereby that, none of his or his company's commitments to any party in the market would be binding on the Bank. **JOINT VENTURE:**

This AGREEMENT shall not be construed as a Joint Venture of any type or any style or any fashion. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be an employee of the other Party.

**P. RESPONSIBILITY / OBLIGATIONS TOWARDS THE EMPLOYEES:**

All the obligations towards the employees of a Party including that on account of personal accidents occurred while working in the premises of the other Party shall be with the respective employer and not on the Party in whose premises the accident occurred.

**Q. DIGITAL PERSONAL DATA PROTECTION ACT, 2023:**

The Contractor agrees to comply with the obligations arising out of the Digital Personal Data Protection Act, 2023, as and when made effective. Any processing of Personal Data by the Contractor in the performance of this AGREEMENT shall be in compliance with the above Act thereafter.

**R. HOSPITALITY:**

The SBILD, Vadodara is a Learning Centre of the Bank with Residential Facility. Bank Staff are of different geographics, age, gender, social background, language, work experience and food preferences. The Contractor shall sensitize all their employees about honoring the diversity of the Visitors. All the employees of the Contractor would treat all the Visitors with utmost respect and courtesy. Carry and conduct themselves in utmost decent and highly professional manner.

#### **S. CLEANLINESS AND HYGIENE:**

The Contractor shall ensure that all the materials procured by them are of Standard Quality as specified in the NIT Document and other tender documents. The procured material must be stored in appropriate place. The Contractor will ensure the proper, timely and mannerly disposal of the garbage, wastage etc. without any exception and without any hardship in this regard to the neighbourhood of the SBILD, Vadodara premises.

#### **T. ETHICAL CONDUCT AND SERVICE STANDARDS:**

The Bank has comprehensive Ethical Code of Conduct for its staff majorly built on the Value System, popularly known as “STEPS”, that is, Service, Transparency, Ethics, Politeness, Sustainability. The Contractor shall ensure that the employees engaged by them follow, in all their acts and conducts, the same Ethical Code of Conduct and honour all the Values adopted by the Bank and its employees. The Contractor shall train its employees, the basic mannerism required for the hospitality outfits, preferably in the language they better understand and orient their conduct in line with the Bank’s Codes, Values and Discipline Norms. SBILD, Vadodara, the Principal Place of Work of this Contract, is an Institution of Repute and is recognized as an ISO 9001: 2015 Certified Learning Centre, and therefore, it is an obligation on the part of the Contractor, to keep their and their employees’ service performance matching to the said Standards.

#### **U. COMPLIANCE TO THE GST ACT, RULES, AND REGULATIONS /GUIDELINES THERETO:**

The Contractor shall raise the Invoice in strict compliance with the applicable rules and regulations of the GST Act from time to time. As mentioned in the forgoing clause A(c), the payments would be made by the Bank to the Contractor, as if the Price includes such GST liability. Further the Contractor shall be solely responsible for remittance of the GST amount to the Government timely and accurately and file the necessary GSTRs (GST Returns) so as to make the Bank eligible for claiming GST INPUT TAX CREDIT (ITC). Any lapse / commission / omission on the part of the Contractor in this regard would deprive the Bank of the Tax Benefits, for which not only the Contractor, would have to make good fort the same to the Bank, but also, the recurrent occurrence of such commission / omission would attract the deduction of the loss amount from the bills and this further may get up to TERMINATION of the Contract by the Bank without prejudice to any other rights and entitlements of the Bank. The Contractor shall produce, whenever called upon by the Bank, all the documentary proofs of GSTRs, Receipts etc. of the remittances of the Tax Amounts to the Government Accounts.

#### **V. WILLFUL AND INFORMED ACT:**

All and the Several Parts of this Contract have been read and fully and well understood by the Contractor. The Contractor has no Doubts, Reservation, Misunderstanding and/or Confusion about any part of this AGREEMENT.

## **W. SOCIAL MEDIA POLICY:**

The Bank has devised a Comprehensive “Usage of Social Media” Policy for its Staff. The same shall be equally applicable to the Contractor and to all the employees engaged by him for fulfilling the obligations of this Contract. Specifically, neither the Contractor nor any of his employees would make use of Bank’s name, logo, tagline, indicator, emblem, official documents etc., take or publish the photographs, images, graphics, videos etc. that contain the display of Bank’s premises and any parts thereof, post, make or write any comment on any social media platform and not portray himself/themselves as the voice of the Bank or act as to seem as acting on behalf of the Bank.

## **X. JURISDICTION, APPLICABLE LAWS & SAVINGS**

**Applicable Laws:** The contract shall be governed in accordance with the law prevailing in India – Acts, 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 Vadodara only and not elsewhere.

**Saving clause:** No suits, prosecution or any legal proceedings shall lie against the SBILD or any person for anything that is done in good faith or intended to be done in pursuance of tender.

IN WITNESS WHEREOF The Bank (through its duly authorized official) and the Contractor (with common seal to be affixed hereunto in case of Company) have set their respective hands to these presents and two duplicates hereof, the day and year first hereinabove written.

SIGNED AND DELIVERED BY

**THE STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT  
(SBILD), VADODARA.**

(Name and Designation)

SIGNED AND DELIVERED BY

**THE CONTRACTOR, ----- BY THE HAND OF Shri -  
-----, ----- Years**

(Name & Designation)

**(Note: If the party is a Partnership firm, this AGREEMENT should be signed by all  
or on behalf of all the partners)**

In the presence of:

Witnesses:

1. Signature \_\_\_\_\_

Name & Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name & Address \_\_\_\_\_

Date:

Place: VADODARA

**DRAFT FORMAT OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT**  
(Site-specific format shall be approved by the SBI prior to its execution)

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

B.G. No.

Date:

**To**

The .....  
State Bank of India,  
.....  
.....

Dear Sir,

Value Rs. -----

**Bank Guarantee of Rs..... towards Security Deposit for the work of Providing Facility Services of Housekeeping and Maintenance for STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT (INCLUDING HOSTEL ROOMS & GUEST ROOMS), 65-A, SHREENAGAR SOCIETY, BPC ROAD, AKOTA, VADODARA - 390020**

WHEREAS (Name and address of contractor/ vendor) (hereinafter called the Contractor) have entered into contract (for providing House Keeping Services STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT (INCLUDING HOSTEL ROOMS & GUEST ROOMS), 65-A, SHREENAGAR SOCIETY, BPC ROAD, AKOTA, VADODARA - 390020 with SBILD as mentioned vide letter no..... dated .....and the correspondence and tender relating thereto which is hereinafter referred to as “the said contract” the Contractor has now agreed to produce a Bank Guarantee amounting to 5.00 % of the annual contract Value to SBILD for performing their part of the contract obligations.

AND WHEREAS in terms of said contract, the contractor is required to furnish to State Bank Institute of Learning & Development, Vadodara a Guarantee of a Scheduled Commercial Bank for a value of Rs..... to be valid up to (date).

AND WHEREAS State Bank Institute of Learning & Development having their office at 65-A, SHREENAGAR SOCIETY, BPC ROAD, AKOTA, VADODARA - 390020 the Guarantor, at

the request of the contractor hereby furnishes a Performance Bank guarantee in favour of State Bank Institute of Learning & Development, Vadodara and Guarantees in the manner hereinafter appearing. In consideration of the premise, we (name of Bank and its branch) having our office at (address) here after called the "Guarantor" (which expression shall include it successors and assigns) hereby expressly, irrevocably & unreservedly undertaken and guarantee under that if the Contractor fails to execute the work according to his obligations under the said contract, then notwithstanding any dispute between State Bank Institute of Learning & Development, Vadodara and the contractor, the Guarantor shall, on demand without demur and without reference to the contractor pay to State Bank Institute of Learning & Development, Vadodara immediately any sum claimed by the State Bank Institute of Learning & Development, Vadodara under the said contract up to a maximum amount of Rs. (Rupees -----only).

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

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

The Guarantor shall not be discharged or released from the undertaking and Guarantee, by any arrangement, variations made between State Bank Institute of Learning & Development, Vadodara and the Contractor and or indulgence shown to the contractor by State Bank Institute of Learning & Development, Vadodara, with or without the consent and knowledge of the guarantor or by alterations in the obligations of the contractor by any forbearance, whether as to payment, time performance or otherwise.

This guarantee shall remain valid until or as may be caused to be extended by the contractor or until discharged by State Bank Institute of Learning & Development, Vadodara in writing whichever is earlier.

This guarantee shall be a continuing guarantee and shall not be revocable during its currency except with the previous written consent of State Bank Institute of Learning & Development, Vadodara.

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

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

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

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

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

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

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

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

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

Dated the .....

SIGNED AND DELIVERED

For & on behalf of State Bank Institute of Learning & Development, Vadodara.

For & on behalf of (Bankers Name & Seal)

(Signature/s with designation/s of signatories)

(Banker's seal)

**CERTIFICATE**

Certified that we have remitted the monthly subscription of Employees Provident Fund (EPF) & Employees State Insurance (ESI) to the workers employed by me in the Office for Housekeeping and Maintenance Services at STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT, 65-A, SHREENAGAR SOCIETY, BPC ROAD, AKOTA, VADODARA - 390020

For the Month.....Year.....

Office in which subscription remitted	Bill No. &Date	Emp. Prov. Fund (EPF)	ESI	Others

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

Place:

Date:

Signature with seal of the Contractor

Name in block letters:

Address:

**DETAILS OF LITIGATION / ARBITRATION CASES RESULTING FROM  
THE CONTRACTS EXECUTED IN THE LAST SEVEN YEARS OR  
CURRENTLY UNDER EXECUTION**

Year	Award for organist applicant	Name of client	Cause of litigation and matter of dispute	Disputed Amount	Actual Awarded Amount

Note:

1. Information must be filled up specifically in this format
2. Indicate other points, if any, to show your technical competence to indicate any important points in your favor.

Name of the authorized Signatory

Sign & Seal of the Applicant

**COMMERCIAL PRICE BID**

(To be submitted online through the GeM portal)

**TENDER FOR PROVIDING HOUSE KEEPING SERVICES FOR THE FULL BUILDING (INCLUDING HOSTEL/GUEST ROOMS) OF STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT, STATE BANK OF INDIA, 65-A, SHREENAGAR SOCIETY, BPC ROAD, AKOTA, VADODARA - 390020**

**SUMMARY OF PROJECT COST**

Sr. No.	Description	Reference	Amount	GST	Total
1	Monthly Cost of Manpower	Price Schedule-1	₹2,61,561.00	₹47,080.98	₹3,08,641.98
2	Monthly Cleansing Materials	Price Schedule-2			
3	Monthly Charges Towards Uniform, Shoes, Seasonal Outfit, Apron etc.	Price Schedule-3	₹1,000.00	₹180.00	₹1,180.00
4	Monthly Contractor's Profit and Supervision charges	Price Schedule-4			
5	Total Monthly Charges (In Figure) Sub Total	(A)			
6	Total Annual Charges (In Figure) Sub Total (B)	B=AX12			
<p>Cleansing Materials'/Consumables' cost (with GST) below the 90.00% of the estimated cost of Rs. 40,000.00 (with GST) will require Additional Security Deposit or Additional Performance Guarantee. The amount of such ASD/APG shall be difference between 90.00% of estimated cost put to tender and the quoted price, for 01 year.</p>					

SIGNATURE OF CONTRACTOR WITH SEAL

NAME:

ADDRESS:

NOTE:

1. GST amount shall be paid on actual basis. The successful vendor must submit system generated GST tax invoice incorporation Bank's GST in number and vendor GST no. Manual GST invoices will not be accepted.
2. Wages as per Central Government Minimum Wages w.e.f. 01.10.2025, hence contractor need not to quote Wages in price bid.
3. If the amount quoted by the bidder in the Price Bid is unreasonable/unrealistic or with Zero Profit Margin (should not less than 3.85%), based on the statutory payments or otherwise, the SBILD reserves the right to reject such bids.
4. Cleansing Materials'/Consumables' cost (with GST) below the 90.00% of the estimated cost of Rs. 40,000.00 will require Additional Security Deposit or Additional Performance Gurantee. The amount of such ASD/APG shall be difference between 90.00% of estimated cost put to tender and the quoted price, for 01 year.