SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.
(A Wholly Owned Subsidiary of SBI)

CIRCLE OFFICE
Mezzanine Floor, State Bank of India, Local Head Office Building, Hoshangabad Road Bhopal

Part – I
(Technical Bid)

TENDER FOR ANNUAL CONTRACT FOR RUNNING/MANAGING CRECHE AT SBI OFFICER’S COLONY AT CHAR IMLI, BHOPAL

Name of The Tenderer: .....................................................

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

.................................................................

.................................................................

GSTIN: .................................................................
NOTICE INVITING TENDER

SBI Infra Management Solutions Pvt. Ltd., Bhopal on behalf of State Bank of India, invite tenders from prequalified bidders for engaging agency for running/managing Crèche at SBI Officer’s colony, Char Iml, Bhopal.
(The vendor who received NIT from this office are only eligible to participate in the tendering process.)

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

<p>| | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>1</td>
<td><strong>Name of Work</strong></td>
</tr>
<tr>
<td></td>
<td>Annual Contract for running/managing Crèche at SBI Officer’s colony, Char Iml, Bhopal</td>
</tr>
<tr>
<td>2</td>
<td><strong>Cost of Tender processing Fee (Non-refundable)</strong></td>
</tr>
<tr>
<td></td>
<td>Tender Processing Fee amounting to Rs 3,000.00 (Rupees Three Thousand only) (Non-Refundable) to be credited only through State Bank Collect. The steps involved in making the payment is provided at Annexure-A .The receipt generated with the Reference No. will be submitted along with the EMD as a proof for payment.</td>
</tr>
<tr>
<td>3</td>
<td><strong>Earnest Money Deposit (EMD)</strong></td>
</tr>
<tr>
<td></td>
<td>Rs. 10,000/- (Rupees Ten Thousand Only) in the form of Demand Draft only issued by any Nationalized/Scheduled Bank drawn in favour of “SBI Infra Management Solutions Pvt. Ltd.” payable at Bhopal to be sent to Vice President &amp; Circle Head, SBI Infra Management Solutions Pvt. Ltd., Circle Office, Mezzanine Floor, SBI LHO Building, Bhopal – 462011 before the last date &amp; time for online submission of tender.</td>
</tr>
<tr>
<td>4</td>
<td><strong>Security Deposit (SD)</strong></td>
</tr>
<tr>
<td></td>
<td>The successful Bidder whose tender is accepted by the Bank shall be bound to deposit a sum equivalent to 5% of accepted “Annual Contract Value” including EMD as Security Deposit (SD) in the form of Banker’s Cheque/demand draft/FDR issued by any Nationalized/Scheduled Bank favouring “SBI Infra Management Solutions Pvt. Ltd.” payable at Bhopal. 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 SBIIMS/Bank’s approved format.</td>
</tr>
<tr>
<td>5</td>
<td><strong>Date for Downloading of Tender Document (Technical and Price Bid)</strong></td>
</tr>
<tr>
<td></td>
<td>From 13.12.2019 to 20.12.2019 on Bank’s Website: <a href="http://www.sbi.co.in">www.sbi.co.in</a> &lt;LINK&gt;Procurement News</td>
</tr>
<tr>
<td>6</td>
<td><strong>Last date &amp; time for submission of tender</strong></td>
</tr>
<tr>
<td></td>
<td>Up to 03:00 PM on 20.12.2019.</td>
</tr>
<tr>
<td>7</td>
<td><strong>Date, Time and Address for opening of tenders</strong></td>
</tr>
</tbody>
</table>
|   | 03:30 PM on 20.12.2019  
Vice President & Circle Head,  
SBI Infra Management Solutions Pvt. Ltd.,  
Circle Office, Mezzanine Floor, SBI LHO Building, Bhopal – 462011  
E-mail: headbho_sbiims@sbi.co.in  
Ph: 0755-2572556 |
| 9 | **Validity for Offer**                                                               |
|   | 3 (three) months from the date of opening of bids.                                  |
| 10| **Penalty/Liquidated damages**                                                       |
|   | As per relevant clause in the tender document                                        |
| 11| **Period of Honoring Payment Certificate**                                           |
|   | 15 days from the date of receipt of bill (excluding Sunday and Public Holidays).    |
12. Insurance
   As per insurance clause of the tender document

13. Period of contract
   Initially for a period of ONE (1) Year subject to its renewal for two more similar terms upon satisfactory performance.

Vice President and Circle Head
(BHOPAL CIRCLE)
Annexure-A

The steps involved in making the payment through SB Collect are as under:-

1. The Vendor needs to use SBI internet banking site https://www.onlinesbi.com/.

2. Select "SB Collect" from Top Menu that will lead to the next page:

3. “Proceed” will lead to the next page:

4. Select "All India" in "State of Corporate / Institution" & Select "Commercial Services" in "Type of Corporate / Institution".

5. “Go” will lead to the next page:

6. Select "SBI Infra Management Solutions" in Commercial Services Name and “Submit”

7. Select “Tender Application Fee” in “Payment Category” and enter the “Tender ID” exactly as we preloaded with characters in Uppercase only in place of Circle Codes.

8. The next Page will be ready with few of the Preloaded Tender Details:

9. The Vendor will have to fill up the fields properly and upon making the payment a receipt will be generated with a Reference No.

NOTE : Any type of vendor, whether dealing with SBI or other bank can use this SB Collect facility. Even a contractor not dealing with any bank can use this portal and generate challan and deposit by cash in any SBI branch. The bank charges for cash deposit will be also borne by the vendor himself.
INSTRUCTIONS TO TENDERER

1. **Purpose:**

   Annual Contract for running/managing Crèche at SBI Officer’s colony, Char Imlı, Bhopal.

2. **Invitation:**

   The bidders desirous of taking up the project for supply of above Services for SBI are invited to respond 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.

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

3. **Eligibility Criteria:**

   Bid is open to prequalified bidders only, who received NIT from us for the proposed services.

4. **Disclaimer:**

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

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

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

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

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

5. **Clarifications & Amendments:**

If deemed necessary the Bank may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted. The bidder may be asked to give presentation for the purpose of clarification of the bid.

6. **Bid Integrity:**

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

7. **Format and Signing of Bid**

   i. The bidder should prepare submission as per minimum eligibility criteria, Technical Bid, Price Bid and other requested information.

   ii. All pages of the Bid document should be serially numbered and shall be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature. The bidder should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.

   iii. Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) them in full.

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

8. The Bidders requiring any clarification on the bidding documents should submit written queries on or before the date prescribed in the NIT.

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

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

11. Any clarification issued by SBIIMS will be in the form of an addendum / corrigendum and will be available in SBI’s website – http://sbi.co.in under “procurement news”. The amendment will be binding on all bidders. SBI, at its discretion may extend the deadline for submission of bids which shall be informed to all through SBI’s website- http://sbi.co.in (procurement news).

12. The Contractor shall ensure that they are fully conversant with the premises in question as well as with the business activities thereat and its related manpower requirements for the work specified.
13. The SBIIMS shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the personnel with prior permission of the SBIIMS, except under emergencies / unavoidable circumstances.

14. The Contractor shall exercise adequate supervision to ensure proper performance of Services in accordance with the requirements.

15. The Contractor shall issue identity cards/ identification documents to all its employees.

16. The personnel of the Contractor shall not be the employees of the SBIIMS/SBI and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract.

17. The Contractor shall also provide at its own cost all benefits; statutory or otherwise to its employees and the SBIIMS/SBI shall not have any liability whatsoever on this account.

18. No costs incurred by the applicant in applying, in providing necessary clarifications or attending discussions, conferences or site visits will be reimbursed by the Bank.

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

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

21. All entries in tender documents should be in one ink. All cancellation and insertion should be duly signed by tenderer concerned with proper indication of the name designation and address of the person signing.

22. Tenderers shall fill in all the required particulars in the blank space provided for this purpose in the tender documents and also sign & stamp in each and every page of the tender document before submitting tender.

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

24. In quoting rates, the tenderers are advised to take into account all factors including any fluctuations in market rates. Please note that the rate quoted in the tender shall remain firm and valid for the contract period of ‘ONE YEAR’ from the date of commencement of work. During this period no request for enhancement / escalation in rates shall be considered under any circumstances.

25. The rate quoted by the tenderer shall remain firm and shall cover and include cost of all materials required for upkeep of the premises, wages to the labourers, supervisors, equipment deployed, maintenance of the machineries, contractors profit, transportation charges and all statutory levies, applicable taxes, EPF, ESI, and any other statutory component as per the Central Government Minimum Wages Act but excluding Goods & Service Tax (GST).

26. In no case, the rates quoted by the L-1 bidder for a particular month after deduction of TDS, shall not be less than or equal to minimum wages payable to the workers as per latest Central provisions for that particular month. The bidder not adhering to conditions while quoting the rates, the tender shall be summarily rejected without assigning any reasons and no correspondence in this regard shall be entertained.
27. The tenderers are advised to inspect the site and acquaint themselves with the actual working and prevailing site conditions before quoting the rates.

28. Please note that it is tenderers' responsibility to provide all items which may not be specifically mentioned in the scope of works but are necessary to complete the work and subject services to the satisfaction of the Bank.

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

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

31. The tenderer shall deposit a sum of Rs. 10,000/- (Rupees Ten Thousand Only) Earnest Money Deposit. This EMD (Earnest Money Deposit) shall be in the form of demand draft from any nationalized bank or from a scheduled bank drawn in favour of SBI Infra Management Solutions Pvt. Ltd., payable at Bhopal. The cost of tender processing fee Rs. 3,000/- (Rupees Three Thousand Only) shall be paid by using SB Collect.

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

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

34. The contractor has to maintain an attendance register of the persons employed and the same will be inspected daily by the Bank's Officer-in-charge.

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

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

37. The staff deployed at site should be physically fit to handle the works detailed in the scope. The full bio-data of the staff deployed at site like their full address, educational qualification, age proof etc shall be made available before commencement of work. The staffs have to be deployed in consultation with the SBIIMS officials after performing the interview of the staff.

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

39. Tender shall be quoted on the prescribed format only. The tenders quoted in any other format shall be summarily rejected and EMD of such tenderer shall be forfeited.
40. Quoted rates per unit being different from those prescribed in the tender shall render the bid disqualified without any claim/explanation.

41. All the parts of this tender documents i.e. Tender Notice, General rules and Instructions to tenderers, offer letter, General conditions of contract, Annexures etc. shall constitute part of the contract document.

42. The contractor shall follow such Act, rules and regulations of the Local government bodies, State/Central Government labour laws that are in force and that may be framed from time to time for completion of work. SBI/SBIIMS shall not be responsible for any infringement of the various statutes in force by the contractor.

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

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

45. The contractor shall be responsible to ensure making payment of “Prevailing Minimum Wages” as notified by Regional Labour Commissioner (Central) to their labourers/employees directly in their Bank accounts and shall produce relevant documents to the SBIIMS for verification every month along with their monthly bills failing which bills may not be paid.

46. The contractor shall be bound to submit original challans and other documents with regard to payment of ESIC/EPF/any other statutory dues/compliances/pay slip along with monthly bill to the SBIIMS, failing which bill will not be entertained.

47. The Contractor’s supervisor shall be first line of contact for SBIIMS/SBI, who shall report to the designated officers of SBIIMS/SBI for all requirements.
GENERAL CONDITIONS OF THE CONTRACT

DEFINITIONS:

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

‘The Contract’ means the documents forming the tender and acceptance thereof and the formal agreement executed between SBIIMS on behalf of SBI and the contractor, together with the documents referred to therein including these conditions and other instructions issued by the Employer from time to time and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

‘Employer / Bank’ means SBIIMS and State Bank of India having its Circle Office at Mezzanine Floor, SBI LHO building, Hoshangabad Road, Bhopal and Assistant General Manager (HR), State Bank of India, Local Head Office, Bhopal.

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

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

‘Site’ means Crèche situated at SBI Officer's colony, Char Imli, Bhopal.

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

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

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

‘Month’ means calendar month.

‘Week’ means seven consecutive days.

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

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

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

3. INSPECTION OF SITE:

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

4. CONTRACTOR TO INFORM HIMSELF FULLY:

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

5. WORK TO BE CARRIED OUT:

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

6. SUFFICIENCY OF TENDER:

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

7. AWARD OF CONTRACT:

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

(ii) The SBIIMS/SBI reserves the right to increase or decrease the quantum of service to be provided and also reserves the right to cancel or revise any or all the tenders or part of tenders without giving any reasons thereto with no cost to the SBIIMS/SBI.

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

(iv) The SBIIMS/SBI reserve their rights to withdraw/cancel/delete any work of any site in part or whole any time during the currency of contract by giving one month’s notice in writing without assigning any reasons therefor and the contractor shall have no right to make any representation for the same.
8. SIGNING OF CONTRACT DOCUMENTS

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract with the respective establishments of SBI within 15 days from the receipt of intimation of acceptance of the tender by the SBIIMS. However, the written acceptance of the tenders by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.

9. WORK ORDER:

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

10. CONTRACT DOCUMENT:

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

11. EARNEST MONEY DEPOSIT (EMD)

The tenderer shall furnish EMD of Rs.10,000/- (Rupees Ten Thousand Only) in the form of Demand Draft drawn in favour of SBI Infra Management Solutions Pvt. Ltd., payable at Bhopal. No tender shall be considered unless the EMD is so deposited in the required form along with the tender.

No interest shall be paid on EMD.

The EMD of the unsuccessful tenderer shall be returned within 30 days without interest after the decision to award the work is taken.

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

12. FORFEITURE OF EMD:

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

13. SECURITY DEPOSIT:
i. The successful bidder should submit a Security Deposit for 5% of awarded Annual contract value in the form of FDR/TDR issued by any Nationalised Bank in favour of “SBI Infra Management Solutions Pvt. Ltd. A/c M/s ……. (Name of the Contractor firm)” payable at Bhopal within fourteen days from the date of acceptance of the tender for due performance of the Contract.

ii. The contractor may choose to deposit the prescribed Security Deposit by way of Bank Guarantee issued by a Scheduled Bank in India other than SBI in the format approved/provided by the SBIIMS. The Bank Guarantee should be valid for initial contract period of 1 (One) year from the date of commencement of contract. The Bank guarantee should also contain a claim period of three months from the last date of validity. The BG shall be further renewed on yearly basis subject to renewal of the contract by the SBIIMS.

14. The contractor’s authorized representative shall be in attendance in the premises during all working hours for supervising the work. For any negligence of the service employed by the contractor or for any loss or damage caused or occasioned by himself, his agents or workmen in respect of the property of SBI, the contractor shall be personally responsible and shall make good the loss forthwith.

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

16. Without prejudice to any rights or remedies under this agreement if the contractor dies, the SBIIMS authorities shall have the right to terminate this agreement without any liability whatsoever as regards execution of the work for the balance contract period after the death of the contractor.

17. INSURANCE OF WORKS:

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

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

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

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

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

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

18. ASSIGNMENT, SUBLETTING AND CONTRACTOR’S SUPERINTENDENCE:
The whole of work included in the contract shall be carried out by the contractor and he shall not directly entrust and engage or indirectly transfer assign or underlet the contract or any part or share thereof or interest therein without the written consent of the Employer and no undertaking shall relieve the contractor from the responsibility of the contractor from active superintendence of the work.

In case of breach, the SBIIMS shall be at liberty to serve notice and rescind the contract along with forfeiting of the EMD (i.e. security deposit) and invoke the bank guarantee / performance guarantee if required.

19. PROTECTION OF WORKS AND PROPERTY:

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

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

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

20. CONTRACTOR TO SUPPLY TOOLS & PLANTS ETC.:

- Schedule of major equipment to be kept at site should be attached.

- The list of major equipments to be deployed by the contractor should be enclosed.

- The equipments to be kept on site should be absolutely new and the contractor should submit the copies of the purchase bills to Bank.

- The contractor should ensure that the equipment provided on site are functioning at all times.

21. WAGES TO BE PAID:

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

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

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

All taxes prevailing during the currency of contract shall be payable by the within the accepted tender amount only and the Bank will not entertain any claim whatsoever in this respect except GST.
TENDER ID: BHO201912008
13.12.2019

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

The rate quoted shall be inclusive of bonus, house rent allowance, Employees provident fund, overtime, conveyance, food expenses etc. and the Employer shall not be responsible for any payment towards the above components.

The following components should necessarily be present in the pay structure applicable to the housekeeping staff and the break-up of same should be submitted by the Contractor in their price bid:

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

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

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

22. PROCUREMENT OF MATERIALS:

All the materials and consumables required for the work shall be supplied by the Contractor within their quoted rates only.

23. UNIFORM:

The contractor shall provide New Uniform (with Company’s name badge) to all its employees deployed within the quoted rate(s) and no extra payment shall be made to contractor on this account.

24. PAYMENT OF BILLS BY THE BANK:

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

The payment of your monthly bills in respect of the captioned Contract shall be paid by the State Bank of India on the recommendations of SBIIMS only after all documents as indicated below are submitted along with the bill:

i. PF challan for the previous month.
ii. A separate sheet mentioning the names of the staff deputed at SBI Site,
iii. Wages/Salary amount credited in the Bank’s account of individual,
iv. Amount of PF & ESI Deposited in their respective account. The statement should have the PF number of the staff and the agency shall fix its official seal and signature on the statement.
v. A separate covering letter undertaking that the PF amounts have been credited rightly as per the statement enclosed should also be submitted.

vi. ESIC challan for the previous month along with separate sheet mentioning the names of the staff deputed at SBI Site (name of site to be mentioned) and the amount credited against their account with the ESIC office.

vii. The statement should have the ESIC number of the staff and the agency shall fix its office seal and signature on the statement. A separate covering letter undertaking that the ESIC amounts have been credited rightly as per the statement enclosed should also be submitted. For staff who are out of the ESIC ambit, clear details of number of people covered under ESIC and Workmen compensation policy shall be indicated.

viii. The original wages register, signed by your employees deputed to SBI sites, in token of receipt of payment for the previous month, should be submitted for certification of SBI/SBIIMS representative, as the principal Employer, every month.

ix. GST Paid Original Bills/Invoices in support of claims of all the material (including consumables during the month) duly counter signed by the Officer-in-charge from SBI confirming the procurement and use of all such material at site.

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

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

27. WORK ON SUNDAY AND HOLIDAYS:

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

28. ADDITIONAL WORK:

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

29. COMPLIANCE WITH ALL STATUTORY REQUIREMENTS:

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

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

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

30. OTHER COMPLIANCES:

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

- Identity card should be issued by the contractors to the contract staff deputed on State Bank of India site.
- All contract staff deputed by the contractor at SBI site should have in possession Identity card issued by the contractors.
- The Payment slips should be issued by the contractors to the staff deputed on SBI site.
- All Contract staff should bear specified uniform bearing badges of Company’s name.

31. LOCAL LAWS, ACTS, REGULATIONS

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

- Minimum Wages Act, 1948
- Payment of Wages Act 1936
- Workmen’s Compensation Act 1923 (Amended), as applicable
- Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971
- Apprentice Act 1961
- Industrial Employment (Standing Order) Act 1946
- Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
- Employees’ Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- Employees State Insurance Corporation Act
- Shop and Establishment Act, as applicable
- Any other Acts Central or States, that may be applicable or bye law or enactment relating thereto and rules framed there under from time to time.
- Factories Act,
- Employment of Children Act 1938,
- Employers Liability Act 1938,
- Industrial Disputes Act 1947

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

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

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

32. CONTRACT PERIOD:

- The work shall be awarded for an initial period of one year from the date of commencement of the work subject to its renewal maximum for two similar terms on expiry of the current contract period, within sole discretion of the Bank / SBIIMS, on the same terms and conditions subject to satisfactory performance of the Contractor.
- The extension of contract is to the entire discretion of the Bank and cannot be claimed as right of the Contractor.
- If the contractor fails to perform any of its duties under this agreement and if the Employer is dissatisfied with the services of the contractor during the contract period or extended period of service, the Employer may terminate the services of the contractor, by issuing one month’s notice in writing to winding up.

33. DISMISSAL OF WORKMEN:

The contractor shall on the request of the Employer immediately dismiss from works any person employed thereon by him, who may in the opinion of the Employer be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of any claim for compensation or damages against the Employer or any of their officer or employee. The contractor shall take necessary steps as per law in such situations.

34. TECHNICAL AUDIT / SCRUTINY:

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

35. RECORDS OF DAILY OPERATION:

The Contractor shall maintain and provide comprehensive logbook daily record.

36. INSPECTION BY EMPLOYER:

- General
  - The Employer shall have the right to inspect at all times any tools, instruments, materials / chemicals, or equipment used or to be used in the performance of the WORKS. The contractor shall make all parts of the WORK accessible for these inspections.
- Rejection of work and Equipment
  - The Employer shall have the right to condemn any or all tools, instruments, materials / chemicals, equipment or work which does not confirm to the specifications.
  - The contractor shall be responsible for any breakage caused by its workers at the site. Breakage of any light fixtures, furniture, tiles, mirror, glass, any other fittings/fixtures provided in the building by the persons employed by the contractor due to their negligence will have to be set right by the contractor at his cost within 3 days of such damages. In case of their failure to do so, the SBIIMS shall be at liberty to get the same done from any other agency at the Contractor’s cost, risk and consequences.

37 REPORTING AND RECORD KEEPING:
Management reporting and process reviews

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

Operating Meetings

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

Performance Review Meeting

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

Quality Assurance

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

38. FORCE MAJEURE:

“Force Majeure” shall mean any event beyond the control of SBIIMS/SBI or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

a. War, hostilities, invasion, act of foreign enemy and civil war;

b. Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;

c. Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;

d. Earthquake, fire, flood or cyclone, or other natural/ manmade disaster;

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

i. The date of commencement of the event of Force Majeure;

ii. The nature and extent of the event of Force Majeure;

iii. The estimated Force Majeure Period,

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

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

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

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

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

40. LABOUR:

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

ii. The contractor shall furnish to the SBIIMS at the intervals specified by SBIIMS, a distribution of the number and description of labour employed in carrying out various works / activities.

iii. The Contractor shall submit on every month to the SBIIMS a statement showing in respect of the preceding month:

(a) The number of labourers employed by them on the work.
(b) Their working hours.
(c) The wages paid to them.
(d) The accidents occurred, if any, during the said month showing the circumstances under which they happened and the extent of damage and injury caused by them and
(e) The number of female workers who have been allowed maternity benefits as provided in the maternity benefit Act, 1961 or Rules made there under and the amount paid to them.

iv. The contractor shall apply and obtain license under the Contract Labour (R&A) Act 1970 and comply with the relevant provision of this Act, in respect of the labour employed by him for executing this contract. The contractor shall furnish necessary returns to the authority through Bank.

v. The minimum age of the labour employed shall not be below 18 years.

vi. The contractor should take independent code numbers under EPF Act 1952 and ESI Act 1948 and shall cover his workmen under the employee’s provident fund schemes and Employees State Insurance Act 1948 and show proof of payment of subscriptions/contributions to the concerned authorities.

vii. Both in respect of ESI/EPF the contractor shall obtain necessary declaration forms from his employees and obtain individual insurance and PF number and shall furnish to the Bank every month, necessary proofs for having made remittance of ESI and PF contributions in respect of all contract labourers engaged by him.

viii. As regards Employees State Insurance Act, the contractor shall submit photostat copies of the challans of remittance of the contributions (both the employee’s contributions and his own contribution there on) to the ESI corporation in respect of the employees engaged in State Bank of India by him for this work for the relevant period before any payment is released by State Bank of India.

ix. As regards the Employees Provident Fund and Miscellaneous Provision Act 1952 and rules and regulations and schemes framed there under, he shall be liable to pay employees compensation under the Act in respect of all labour employed by him for the execution of the contract. For this purpose, he shall indicate the code number obtained by him from the Regional Provident Fund Commissioner and produce the Photostat copy of the challan receipt of monthly remittance.
x. He shall also furnish such returns as are due under the Act to be sent to the appropriate authorities through State Bank of India.

xi. The contractor is required to take Insurance for all the workers employed on the works towards payments for workmen compensation. The Insurance has to be taken within 15 days of the award of work and has to be provided at the signing of the agreement.

xii. The contractor shall be fully responsible for the consequences arising out of default and Bank may treat it as breach of Contract and reserves the right to terminate the Contract.

xiii. The contractor shall pay wages to his workmen at the rates as applicable under the Minimum Wages Act as per Central Government guidelines for unskilled and for semiskilled/equivalent categories.

xiv. The contractor shall disburse the wages through credit to their accounts and account statement should be enclosed along with the monthly bill.

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

xvi. The staff/workers employed by the contractor shall not find under the influence of alcohol or any abusive substance at any point of time. Further, the mobilization of the workers engaged shall be such that they maintain the dignity of the office at all time and any incident of mobilization or indecency is noticed at the work place bank shall have the right for asking replacement of such workers employed by the contractor.

41. TERMINATION:

(a) SBIIMS shall be at liberty to terminate the contract by issuing one month’s notice to the contractor without assigning any reason whatsoever. Bank shall not pay any claim/compensation by Contractor for such termination of Contract.

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

42. SETTLEMENT OF DISPUTES AND ARBITRATION:

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

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

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

- **Jurisdiction:** All the suits arising out of the contract shall be instituted in the court of competent jurisdiction situated in Bhopal only and not elsewhere.
• **Saving clause:** No suits, prosecution or any legal proceedings shall lie against the **State Bank of India, Bhopal** or any person for anything that is done in good faith or intended to be done in pursuance of tender.

43. **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.

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

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

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

The contractor shall be required to submit for the Banks approval a detailed utilization plan and a detailed manpower deployment schedule with details of manpower assigned to each task. All comments by Employer will be incorporated and executed at no extra costs to the Employer.

45. **PRICES:**

The amount quoted and accepted will be binding on the tenderer. In case of any change in GST or introduction of any new tax due to Statutory Act of The Government after the date of submission of tenders and during the tender period, the quantum of additional taxes so levied will be allowed to be charged extra as separate item without any change in price structure of the items approved under the tender. Similarly, if there is any reduction in tax etc. shall be deducted. Price structure will be solely dependent upon the rate approved as per work order and revisions of the same as per price variation/escalation clause mentioned in the tender. For claiming the additional cost on account of the increase in tax structure, the tenderer should produce proof from the concerned Competent Authorities for having paid additional tax on the services provided to the SBIIMS/SBI and can also claim the same in the invoice.

46. **INSOLVENCY:**

The competent authority of the Office of the SBIIMS, Bhopal may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:

i) If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or
assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

ii) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or manager.

iii) If the contractor commits any breach of this contract not herein specifically provided for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the SBIIMS/SBI and provided also that the contractor shall be liable to pay the SBIIMS/SBI for any extra expenditure, it is thereby put to but shall not be entitled to any gain on repurchased.

47. CONFIDENTIALITY:

- Information relating to the examination, clarification, evaluation, and comparison of tenders, and recommendations for the award of a contract shall not be disclosed to tenderer or any other persons, not officially concerned with such process, until the notification of contract award is made.
- Any effort by the tenderer to influence the SBIIMS/SBI in the SBIIMS/SBI’s bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Tenderer’s bid.

48. CORRUPT OR FRAUDULENT PRACTICES:

- The SBIIMS/SBI as well as Tenderer shall observe the highest standard of ethics during the procurement and execution of such contracts.
- “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and.
- Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the detriment of SBIIMS/SBI and includes collusive practice among Tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the SBIIMS/SBI of the benefits of free and open competition.
- “Collusive practice” means a scheme or arrangement between two or more tenderers, with or without the knowledge of the SBIIMS/SBI, designed to establish tender prices at artificial, non-competitive level; and.
- “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of the contract.
- The SBIIMS/SBI will reject a tender for award if it determines that the tenderer recommended for award has directly or through an agent engaged in corrupt or fraudulent practices in competing for the contract in question.
- The SBIIMS/SBI will declare a firm or individual as ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.
49. PENALTIES / LIQUIDATED DAMAGES:

- The Contractor shall disburse salary to its deployed manpower as per Central Govt. minimum wages Act latest by 15th of every month, failing which penalty equivalent to one-day salary (Basic + DA) per delayed day shall be credited by the contractor into the account of the respective employees whose salary has been delayed, apart from his regular remuneration which the contractor is payable to him. Proof of the same shall be submitted to the SBIIMS/SBI along with the bills of the next month. If such scenario continues for a period of 3 continuous months then the contract shall be liable to be terminated. Security Deposit / Performance Bank Guarantee shall be forfeited and Bank guarantee shall be encashed. The SBIIMS/SBI will have the power to appoint any other agency for the manpower services at the risk and cost of the Contractor.

- The Contractor has to maintain adequate number of manpower as per this contract and also arrange a pool of standby manpower/supervisor. If the required number of manpower/supervisors are less than specified number as mentioned in the contract, a penalty of Rs. 100/- per absentee per day shall be deducted from the bill(s).

- In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned number of manpower, the SBIIMS/SBI shall make deductions at double the rate of hiring rate on pro-rata basis from the bills preferred by the Contractor or that may become due to the Contractor under this or any other contract or from the security deposit or may be demanded from the Contractor to be paid within seven days to the credit of the SBIIMS/SBI.

52. PRICE VARIATION CLAUSE:

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

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

No escalation of Material component will be allowed during the contract period.

53. VALIDITY OF CONTRACT:

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

The Contractor shall not assign or sublet the benefits of this contract to any person or entity and in the event of any violation or breach thereof, the Bank may at its discretion but without prejudice to its other rights and remedies terminate this contract.

55. SEXUAL HARASSMENT:

The Contractor shall be solely responsible for full compliance with the provision of the “the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013”

i. In case of any complaint of sexual harassment against its employee/s, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor and the contractor shall ensure appropriate action under the said Act in respect to the complaint.

ii. Any complaint of sexual harassment from any aggrieved employee of the State Bank of India (SBI) against any employee/s of the contractor shall be taken cognizance of by the State Bank of India (SBI).

iii. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual harassment/violence by the employee of the contractor is proved.

iv. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

56. NON-DISCLOSURE:

The Contractor shall not disclose directly or indirectly any information, materials and details of the State Bank of India's infrastructure / systems/ equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the State Bank of India (SBI). The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.
SCOPE OF WORK

1. Scope of Work:

SBIIMSP, a wholly owned subsidiary of State Bank of India on behalf of SBI intends to appoint an agency for running/managing Crèche for children with age ranging from 6 months to 6 years through personal participation of any agency on yearly contract extendable thereafter on year to year basis in the premises of SBI officer’s colony at Char Imli, Bhopal. The Crèche with basic infrastructure having two rooms and one hall to accommodate kids. In addition, there is kitchen and two washrooms for 15 children’s. The security, housekeeping, consumables for toiletries, electricity & water charges, and maintenance of the Crèche will be the responsibility of SBI. As running/management of Crèche is a professional work involving dedication and sincerity towards little kids, this organisation invites bids (technical & financial) from experienced and well established agencies who are ready to provide their services with utmost care.

Responsibilities of the Crèche/Day Care Centre Running Agency

a) Subsequent to signing of the contract agreement, the agency shall take charge of site from the Bank and shall nominate a responsible Supervisor/Executive/official for execution of the Crèche activities under intimation to Bank/SBIIMSP.

b) The other supporting staff/employees shall also be deployed simultaneously by the selected agency for carrying out all the required jobs for manning the Crèche in befitting manner to ensure that the premises are maintained and children are given due care to make the Crèche as an exemplary example for others.

c) The selected agency shall execute all the activities essentially required to make the Crèche management/functioning interesting for children in the form of taking appropriate measures such as games, various other children related activities of drawing/reading/poem recitation or whatsoever considered necessary for making it a place where children should like to come/stay in such ambience as kids could feel comfortable.

d) All the employees/staff members deployed by the selected agency shall in no way be related to SBI nor shall these organizations be responsible for any act/service of such manpower deployed for manning the Crèche. All such responsibilities/liabilities related to the employees/staff engaged and deployed for Crèche shall be of the selected agency.

e) All the employees/staff members deployed by the selected agency shall be medically fit & should not suffer from any contagious disease and also to be verified by police. Medical fitness certificate be obtained and submitted to SBI in respect of all personnel working at Crèche. These employees would also be medically examined at such periodical intervals as decided by Bank.

f) The minimum qualification for Crèche / teaching faculty will be any Degree. However, the age limit
for both categories should be between 18 to 50 yrs at the time of appointment. In genuine cases, however, this age limit can be relaxed subject to recommendation/approval of Competent Authority of the Bank. Further, all the appointed staff for crèche by the selected agency should have minimum prescribed qualification and requisite training done through approved training centre at the time of appointment itself, so as to enable them to understand and cater to the children’s individual needs and development capabilities. The training will be provided by the probable bidder/service provider from their own resources.

g) The selected agency shall not be allowed sub contract or entrust management of the Crèche to any other agency/person.

h) The selected agency will be provided fully furnished Crèche on as is where basis is. The water and electricity connections and their availability and telephone facility, CCTV is already provided by Bank on its own.

i) The Crèche will remain functional from 08.30 hrs to 18.00 hrs (Sunday Closed). The Crèche operating agency shall be required to have the infrastructure available from 08.30 hrs to 18.00 hrs for all days in a month except Sundays and National holidays in the Bank.

j) No food/eatables/beverages (other than water) will be provided by the Bank. This is the responsibility of the agency to provide food/beverages and actual cost shall be reimbursed to the agency upon production of receipt of original bills. No Service charge shall be payable for making foods, etc. However, the selected agency may on its own consider providing such food items subject to obtaining written consent of parents and with the approval of Bank. The children are allowed to consume their own food provided by their parents.

k) The first aid kit should be made available and maintained by the agency in the Crèche premises.

l) The selected agency will also ensure safety of children, their health check-up via their parents/guardians at intervals, to ensure that no health related issue crops up with the children.

m) The Agency shall deploy minimum one supervisor, one teaching faculty, one cook and one attendant irrespective of children’s minimal strength.

n) The selected agency shall keep complete detail of children, their parents including telephone and residential addresses. The enrolment forms of children duly filled in by the parents (containing Address Proof, Photo, PAN, Aadhaar, and Organisations’ ID etc.) should be available with the available staff in Crèche. The Crèche managing agency will maintain basic record/registers which could be inspected any time during working hours.

(i) Admission/Enrolment Register for recording profile of children and their parents
(ii) Attendance Register of Children.
(iii) Attendance Register of functionaries.
(iv) Health Check-ups including immunization of the child.
(v) Register for consumable and non-consumable items.
(vi) Supplementary nutrition register for recording the food provided to the children
(vii) Mothers’ meeting register
(viii) Visitors’ register.

o) The record of all will be maintained properly and complete details will be provided by the agency to Bank/SBIIMSPL by 10th of every following month.

p) The deployment of staff for managing the Crèche will be as under:-

<table>
<thead>
<tr>
<th>S No</th>
<th>Children Age Group</th>
<th>Number of Children</th>
<th>Crèche Supervisor</th>
<th>Teaching faculty</th>
<th>Cook</th>
<th>Helper (female only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>6 Months to 6 Years</td>
<td>15</td>
<td>01</td>
<td>01</td>
<td>01</td>
<td>01</td>
</tr>
</tbody>
</table>

q) The agency will not carry out any such activity which is prejudicial to the existing rules, regulations and prevalent practices governing running of Crèche facility. In case anything is brought to the notice
of Bank, the contract/award of work would be terminated by giving notice of one month. In such a case, the Performance Guarantee shall also be forfeited in addition to initiation of suitable action as per applicable law.

r) The agency will be responsible and accountable for its belongings and also for the entire premises along with infrastructure inclusive of all items of any kind provided by Bank, accident, loss of money or theft or any personal accident etc. whatsoever. The agency shall indemnify Bank for all acts and deeds directly or indirectly performed for Crèche. Any insurance required or considered appropriate by the agency, the amount of premium or related expenditure will be borne by it and in no case Bank would be responsible or liable for the same. The maximum number of children's strength will be not more than 15.

s) The Crèche Management Committee of Bank/SBIIMSPL would be overall responsible to oversee the affairs of running of Crèche. Bank/SBIIMSPL shall have the right to make inspection of the Crèche premises and its functioning at any time.

t) As this work is being assigned with mutual coordination/cooperation and consent basis, in case of any disagreement or dispute concerning running of Creche, the same will be resolved amicably with mutual consent and in case the matter remains unresolved, it shall be resolved by an Arbitrator to be appointed for the purpose with the mutual consent. The award of the arbitrator shall be final.

u) The bidder participating in this bidding process must not have a conflict of interest of any kind with any other party/bidder/individual, whatsoever.
LETTER OF DECLARATION

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

The Vice President & Circle Head,
SBI Infra Management Solutions Pvt. Ltd,
Mezzanine Floor, SBI LHO building,
Hoshangabad road, Bhopal

ANNUAL CONTRACT FOR RUNNING/MANAGING CRECHE AT SBI OFFICER’S COLONY AT CHAR IMLI, BHOPAL

Dear Sir,

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

<table>
<thead>
<tr>
<th>a</th>
<th>Description of work</th>
<th>Annual Contract for running/managing Crèche at SBI Officer’s colony, Char ImlI, Bhopal</th>
</tr>
</thead>
<tbody>
<tr>
<td>b</td>
<td>Earnest Money</td>
<td>Rs. 10,000/- (Rupees One Lakh Thirty Five Thousand Only)</td>
</tr>
<tr>
<td>c</td>
<td>Validity of Contract</td>
<td>For an initial period of 1 (One) year from the date of commencement of work subject to the renewal for two similar terms after expiry of initial period subject to satisfactory performance.</td>
</tr>
</tbody>
</table>

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

3. I/we have deposited Demand Draft for a sum of Rs. 10,000/- (Rupees Ten Thousand Only) as Earnest Money Deposit with SBI Infra Management Solutions Pvt. Ltd. Should I/We do fail to execute the contract when called upon to do so, I/We hereby agree that this sum shall be forfeited by me/us to SBI Infra Management Solutions Pvt. Ltd.
4. We understand that as per terms of this tender, the SBIIMS may consider accepting our tender in part or whole or may entrust the work. We, therefore, undertake that we shall not raise any claim / compensation in the eventuality of Bank / SBIIMS deciding to drop any of the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us on our approved rates and within the stipulated time limit without any extra claim for price escalation as provided in Terms & Conditions of this tender.

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

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

8. Further, we confirm that we are eligible to quote this tender. In case rates quoted by us are unrealistic or any information is found incorrect at any subsequent point of time, our tender may be annulled / rejected by SBIIMS, including taking any action including debarring from the list and any against shall be initiated as deemed fit.

We have read and understood all the terms & conditions, schedule of requirement and scope of work of the tender and accept the same.

Signature of the Tenderer
With Seal