



## **Technical Bid**

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

**CIRCLE OFFICE**

**Block – “D”, 9<sup>th</sup> Floor, SamriddhiBhavan,  
1, Strand Road, Kolkata – 700 001**

**Tender For MAINTENANCE, HOUSE-KEEPING AND CATERING AT SENIOR OFFICERS’  
TRANSIT HOUSES, GUEST HOUSES, TRAINING CENTRES AND HOLIDAY HOMES AT  
DIFFERENT PLACES OF KOLKATA CIRCLE”.**

Tender reference No: **KOL201908022**

Last Date of submission of tenders: **02.09.2019 up to 15:00 Hrs**

Name of the bidder M/s.....



**SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.**

**(A wholly owned subsidiary of SBI)**

**CIRCLE OFFICE, KOLKATA**

**9<sup>th</sup> floor, Block-D, SamriddhiBhavan, 1 Strand Road, Kolkata- 700001**

**Phone No. 033-22436677, e-mail: headkol.sbiims@sbi.co.in**

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**PRE-QUALIFICATION OF CONTRACTOR**

SBI Infra Management Solutions Pvt. Ltd. (SBIIMS) on behalf of State Bank of India (SBI) invites Expression of Interest in sealed cover offers for **Pre-qualification** of contractors from eligible Companies/Registered Partnership Firms having sound financial background, required experience, technical expertise, mechanized equipments, adequate qualified technical/skilled personnel and who satisfy the Bank's specified qualification criteria for **"Maintenance, House-Keeping and Catering at Senior Officers' Transit Houses, Guest Houses, Training Centres and Holiday Homes at Different Places of Kolkata Circle"**. The application form, details of eligibility criteria etc. can be downloaded from Bank's web-site [www.sbi.co.in](http://www.sbi.co.in) under **"Procurement News"**. Corrigendum, if any, shall be displayed in the aforesaid Bank's web-site only. Bank reserves the right to reject any or all the proposals without assigning any reasons thereof. Bank will not be liable for the postal or any other delay and the offer(s) not received on time will be rejected summarily. **Agencies who are already empaneled with SBI, Kolkata Circle need not apply.**

**Last date of submission of offer: 02.09.2019 up to 15.00 hours.**

**Place: Kolkata**

**Date:**

**Vice President & Circle Head**

**SBIIMS, Circle Office**

### NOTICE INVITING TENDERS

THE VICE PRESIDENT AND CIRCLE HEAD, SBI INFRA MANAGEMENT SOLUTIONS PVT LTD, 9<sup>TH</sup> FLOOR, BLOCK – “D”, SAMRIDDHI BHAVAN, 1, STRAND ROAD, KOLKATA – 700 001, INVITES SEALED TENDERS ON BEHALF OF THE STATE BANK OF INDIA FOR INTEGRATED FACILITY MANAGEMENT (IFM) SERVICES(SPECIALY HOUSEKEEPING,MAINTENANCE AND CATERING SERVICES) FOR BANK'S GUEST HOUSES, HOLIDAY HOMES AND SBILD(TRAINING CENTRES) AT DIFFERENT PLACES UNDER KOLKATA CIRCLE AS PER FOLLOWING SCHEDULE.

1.	NAME OF WORK	TENDER FOR PROVIDING INTEGRATED FACILITY MANAGEMENT SERVICES, SPECIALY HOUSE KEEPING/CATERING/MAINTENANCEFOR STATE BANK OF INDIA GUEST HOUSES, HOLIDAY HOME AND SBILD (TRAINING CENTRES)LOCATED IN KOLKATA CIRCLE.
2.	EARNEST MONEY DEPOSIT	RS. 2,80,000.00 IN THE FORM OF DEMAND DRAFT ISSUED BY ANY SCHEDULED BANK DRAWN IN FAVOUR OF SBI INFRA MANAGEMENT SOLUTIONS PVT LTD PAYABLE AT KOLKATA WHICH SHALL BE CONVERTED INTO SECURITY DEPOSIT FOR SUCCESSFUL CONTRACTOR, WHOSE TENDER IS ACCEPTED.
3.	SECURITY DEPOSIT.	BALANCE AMOUNT TO MAKE A TOTAL OF 5% OF TENDER AMOUNT IN TO S.D IN THE FORM OF BANKERS CHEQUE/DEMAND DRAFT ISSUED BY ANY NATIONALISED BANK FAVOURING STATE BANK OF INDIA PAYABLE AT KOLKATA OR BG OF EQUIVALENT AMOUNT ISSUED BY ANY NATIONALISED BANK/SCHEDULED BANK.
5.	Tender Processing Fee (TPF)	RS. 5000/- (RUPEES FIVE THOUSAND ONLY) (NON-REFUNDABLE)) TO BE CREDITED THROUGH <b>STATE BANK COLLECT (SB COLLECT AN EFFICIENT MIS REPORT GENERATION TOOL) ONLY</b> . THE STEPS INVOLVED IN MAKING THE PAYMENT IS PROVIDED AT ANNEXURE-A. THE RECEIPT GENERATED WITH REFERENCE NO. TO BE SUBMITTED ALONG WITH TECHNICAL BID. <b>GST NUMBER OF CONTRACTOR TO BE MENTIONED ON IT. CONTRACTOR SHOULD SUBMIT TENDER PROCESSING FEE (TPF) THROUGH ONLINE MODE OR IN FORM OF DRAFT ISSUED BY ANY NATIONALISED BANK IN FAVOUR OF SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD. PAYABLE AT KOLKATA . TENDERS WITHOUT ONLINE PAYMENT RECEIPT OF TPF OR DD WILL BE REJECTED</b>
6.	DATE & TIME FOR AVAILABILITY OF TENDER DOCCUMENT IN WEB SITE	19.08.2019 TO 02.09.2019, WHICH CAN BE DOWN LOADED FROM BANK'S WEB SITE <a href="http://WWW.SBI.CO.IN">WWW.SBI.CO.IN</a> UNDER “PROCUREMENT NEWS.
7.	ADDRESS AT WHICH THE TENDERS ARE TO BE SUBMITTED	AT SBI INFRA MANAGEMENT SOLUTIONS PVT LTD, 9 <sup>TH</sup> FLOOR, BLOCK – “D”, SAMRIDDHI BHAVAN, 1, STRAND ROAD, KOLKATA – 700 001,
8.	LAST DATE & TIME OF RECEIPT OF TENDERS	02.09.2019 UP TO 3.00 PM
9.	DATE AND TIME OF OPENING TENDERS	03.09.2019 AT 03.30 PM
10.	PLACE OF OPENING TENDER	AT SBI INFRA MANAGEMENT SOLUTIONS PVT LTD, 9 <sup>TH</sup> FLOOR, BLOCK – “D”, SAMRIDDHI BHAVAN, 1, STRAND ROAD, KOLKATA – 700 001,
12.	VALIDITY FOR OFFER	6 (SIX) MONTHS FROM THE DATE OF OPENING OF TECHNICAL BID
13.	COMMENCEMENT OF WORK	WITH IN 15 DAYS ON THE ISSUANCE OF WORK ORDER
14.	PENALTY	AS PER TERMS AND CONDITIONS OF THE TENDER DOCUMENT
19.	PERIOD OF HONORING PAYMENT CERTIFICATE	15 DAYS AFTER RECEIPT OF BILL.
20.	INSURANCE	AS PER TENDER DOCUMENT
21.	WORKING SCHEDULE FOR COMMERCIAL BUILDINGS	IN CO-ORDINATION WITH ALL THE OTHER AGENCIES WITHOUT DISTURBING THE FUNCTIONING.
22.	CONTACT PERSON	GIVE DETAILS FOR CONTACT (DESIGNATION & PHONE NO.)

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

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

Sd/-

VICE PRESIDENT AND CIRCLE HEAD

**SBI Infra Management Solutions Pvt. Ltd, Circle Office, Kolkata.**

**Tender No. : KOL201908022**

**SBI Infra Management Solutions Pvt. Ltd. (SBIIMS) on behalf of the SBI, invites Tenderin sealed cover from the eligible bidder for Providing integratedfacility management services, specially House Keeping/Catering/Maintenance forGuest Houses, Holiday Homes and SBILD (Training Centres)located in Kolkata Circle, as per following schedule.**

<b>S. No.</b>	<b>Description</b>	<b>EMD (In Rs)</b>
1.	Tender For Providing Integrated Facility management services, specially House Keeping/Catering/Maintenance for State Bank of India <b>for Guest Houses, Holiday Homes and SBILD (Training Centres) located in Kolkata Circle</b>	Rs. 2,80,000.00

**TENDER SCHEDULE**

Availability of Tender document  
In Bank's web site

: 19.08.2019 to 02.09.2019.

Date of Pre-bid meeting & Site Visit

: Site Visit from 20.08.2019 to 29.08.2019 during the period from 10:30 to 16:00 Hrs.Pre-Bid meeting at our below mentionedoffice address on 27.08.2019from 16:30 Hrs to 18:00 Hrs

Date and time for submission of tender

: 02.09.2019up to 15:00 Hrs

Date and time of opening of Technical Bid

: 03.09.2019up to 15:30 Hrs

Address for Communication

:Vice President & Circle Head,  
SBI Infra Management Solutions Pvt. Ltd,  
Circle Office, 9<sup>th</sup> Floor, Block – "D",  
SamriddhiBhavan, 1, Strand Road  
Kolkata – 700 001.

The complete tender documents can be downloaded from the State Bank of India website i.e [www.sbi.co.in](http://www.sbi.co.in) under "procurement" news section.Technical bid to be submitted by interested eligible tenderer along with the requisite EMD of Rs. 2,80,000.00 in the form of a Demand Draft issued by any Nationalized/Scheduled Bank drawn in favour of "SBI Infra Management Solutions Pvt. Ltd" payable at Kolkata and a non-refundable tender fee of **Rs.5000/-** (Rupees Five Thousand only) which is to be deposited in online mode or in the form of a Demand Draft issued by any Nationalized/Scheduled Bank drawn in favour of "SBI Infra Management Solutions Pvt. Ltd" payable at Kolkata.Tender documents without tender fees and Earnest Money Deposit (EMD) shall be rejected summarily. SBI/SBIIMS reserves the right to increase or decrease the quantum of services to be provided and also reserves the right to reject, cancel or revise or accept any or all the tenders or part of tenders without giving any reasons thereto.

Vice President& Circle Head  
SBI Infra Management Solutions Pvt. Ltd

## APPLICATION FORM

### REQUEST FOR PROPOSAL FOR INTEGRATED FACILITY MANAGEMENT SERVICES, SPECIALLY HOUSE KEEPING/CATERING/MAINTENANCE FOR STATE BANK OF INDIA FOR GUEST HOUSES, HOLIDAY HOMES AND SBILD (TRAINING CENTRES) LOCATED IN KOLKATA CIRCLE

#### PROFILE

1. Name of the Applicant/Firm :
  
2. Address
  - i) Registered office
  
  - ii) Branch office :
  
  - iii) Kolkata Office :
3. Name, Telephone Nos. including Mobile of contact person :
4. Fax No. :
5. Constitution of the Firm :
6. Year of Establishment :
  
7. Name of the Proprietor/Partners / Directors :
  
8. Bio-data of Board of Directors/Key personnel of the company, Details may be given in the Enclosed format (Annexure '6') :
  
- 9 (a) Details of GST :  
(b) Amount of GST paid year-wise during last 3 financial years ending on 31.03.2019 :
  
10. Name and value of major facility management services, specially House Keeping/Catering/Maintenance works completed during the continuous last 7 years. Details may be given in the enclosed format (Annexure '3') :
  
11. Name & value of the Major facility management services work in hand. Details may be given in the enclosed format (Annexure '5') :
  
12. Name & value of facility management services, specially House Keeping/Catering/Maintenance provided in reputed **Public/Private Sector Banks/ Enterprises.** Details may be given in the enclosed format (Annexure '4') :

13. List of Professionals / Technical Personnel employed :
14. List of other Personnel employed :
15. List of consultants engaged by the **Firm** :
16. List of office infrastructure / equipment owned by the Firm :
17. Banker's Name and address :
18. Latest Income Tax Clearance Certificate to be enclosed :
- 19.(a) List of empanelment / enlistment / registration with other Organizations :
- (b) List of work orders / completion Certificate etc. from the clients for Completed projects. :
- (c) List of Certified copies of the letter of intent for award of the work from reputed **Public/Private Sector Banks/ Enterprises** :
20. Particulars of participation in competitions and awards (if any received) :

21. **Experience in the field of facility management**(specially Housekeeping, maintenance and catering)

**Note:**

1. Please enclose separate sheets for additional information, photographs, documents and **proof of information furnished above.**
2. Application without details as mentioned in NIT documents or with insufficient details shall be rejected.
3. All pages of the application annexures, tender documents and schedules shall be **signed by the authorized person** of the firm and shall be duly stamped.

**UNDERTAKING**

I/We hereby declare that the information provided above and elsewhere in Tender is true and the tender is liable for rejection if the same is found to be false or the information is found to be suppressed by me/ us.

Signature of the applicant with seal

Date:

Place:

**Tender Form**

To,

The Vice president & Circle Head,  
SBI Infra Management Solutions Pvt. Ltd,  
Circle office, 9<sup>th</sup> floor, Block – “D”,  
Samriddhi Bhavan, 1, Strand Road,  
Kolkata – 700 001.

Dear Sir

Having examined the tender document, the receipt of which is hereby acknowledged, we, the undersigned, offer to provide Integrated Facility management services, specially House Keeping/Catering/Maintenance at various places/locations of SBI, Kolkata Circle under the above-named Contract in full conformity with the said tender document.

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

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

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

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

In the capacity of \_\_\_\_\_

Duly authorized to sign this bid for and on behalf of \_\_\_\_\_

**Signature & stamp of tenderer**

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

**ANNUAL TURN OVER STATEMENT FOR THREE YEARS**

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

Sr. No.	Year	Turnover in Crores (Rs.)	Profit / Loss incurred in crores (Rs.)	Net Worth in Crores (Rs.)	ITR
1	2016-17(audited)		+ / -		
2	2017-18(audited)		+ / -		
3	2018-19(unaudited)		+ / -		

**ITR OF 2015-16,2016-17,2017-18 IS ALSO ENCLOSED**

Date:

Seal

Signature of Auditor/Chartered Accountant/  
authorized person of the company  
Name (in capital letters)

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

**ANNEXURE 3**

**LIST OF MAJOR SIMILAR WORKS COMPLETED DURING THE LAST 7 YEARS  
ENDING AS ON 31.05.2019**

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

Signature of the applicant with seal

Date:

Place:

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



**LIST OF MAJOR SIMILAR WORKS COMPLETED IN REPUTED PRIVATE/PUBLIC SECTOR BANKS/ENTERPRISES ONLY  
DURING THE LAST 7 YEARS ENDING AS ON 31.05.2019**

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

**Signature of the applicant with seal**

**Date:**

**Place:**

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

**LIST OF MAJOR WORKS ON HAND AS ON 31.05.2019**

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

**Signature of the applicant with seal**

**Date:**

**Place:**

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

**BIO-DATA OF THE PARTNERS/ BOARD OF DIRECTORS**

1. Name :
2. Association with the Company since :
3. Date of Birth :
4. Professional Qualifications :
5. Professional Experience :
6. Professional Affiliation :
7. Membership in :
8. Details of Published papers  
in Magazine :
9. Details of cost effective methods/  
techniques adopted in the projects :
10. Exposure to new materials/  
Techniques :

Signature of the applicant with seal

Date:

Place:

**ANNEXURE-9****DETAILS OFSITES**

SI No.	PARTICUALRS GUEST HOUSES/SBILD (TRAINING CENTRES)	GUEST ROOMS/AREA OF PREMISES
1	SENIOR OFFICERS' GUEST HOUSE AT RONALDSHAY ROAD AT KOLKATA	11 NOS. / 1960.00 SQ. FT.
2	OFFICERS' GUEST HOUSE AT SALT LAKE, KOLKATA	9 NOS./ 1320.00 SQ. FT.
3	OFFICERS' GUEST HOUSE AT CONVENT ROAD, KOLKATA	10 NOS./5000.00 SQ. FT.
4	OFFICERS' GUEST HOUSE AT GOLF CLUB, KOLKATA	12 NOS./ 6000.00 SQ. FT.
5	HOLIDAY HOME AT DIGHA	20 NOS. + OPEN SPACE/14400.00 SQ. FT.
6	STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT AT SALT LAKE	35NOS. + OPEN SPACE /46800.00 SQ. FT.
7	STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT AT DURGAPUR	48 NOS. + OPEN SPACE/196000.00 SQ. FT.
8	STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT AT SILIGURI	30 NOS./32000.00 SQ. FT.

**Note: There may be variation in area ETC. on either side (+/-). No extra claim will be entertained for variation in area of any buildings/sites.**

**Tender For "MAINTENANCE, HOUSE-KEEPING AND CATERING AT SENIOR OFFICERS' TRANSIT HOUSES, GUEST HOUSES, TRAINING CENTRES AND HOLIDAY HOMES AT DIFFERENT PLACES OF KOLKATA CIRCLE".****GENERAL TERMS AND CONDITIONS OF THE CONTRACT****1. Contract period:**

- a. The contract shall be initially for a period of one year from the date of finalizing the contractor and may be further extended subject to satisfactory service & conduct up to three years (two extensions each of one year) at the same terms and conditions at the sole discretion of the Bank/SBIIMS or for further period as may be requested for by the Bank/SBIIMS, and agreed to in writing by the Contractor, but not beyond 3 years.
- b. The contractor shall have to make arrangement for all tools, hardware, plant & machinery for cleaning and maintenance of guest houses/ of SBI in Kolkata at his own cost. The skilled; unskilled & Un-Skilled manpower etc., which are necessary for carrying out the work will be supplied by the contractor who will charge commission on the salary and allowance paid to the contract labour by the Bank.
- c. In case of leave/absence of any of the workmen, the contractor should make appropriate reliever arrangement of the workmen. The entire maintenance work shall be carried out to the satisfaction of the Bank/SBIIMS.
- d. The Bank/SBIIMS shall have full discretion to terminate the contract at any time subject to serving of notice of 30 days. In such circumstances, no compensation, whatsoever, shall be payable by the Bank to the contractor. The Bank/SBIIMS's decision with regard to termination shall be binding, conclusive and non-challengeable on the part of contractor.
- e. If the successful bidder fails to execute the agreement and unable to take over the work within 15 days of issue of work order, the EMD will be forfeited and the contractor will not be allowed to participate in any tender process of the Bank/SBIIMS in future. The EMD will be forfeited if bidder withdraws or amends its bid during the period of bid validity specified hereon.
- f. The work order will be issued by SBI/SBIIMS.

**2. Terms of Payment**

The contractor shall submit the bill for maintenance service of one calendar month for payment to the Assistant General Manager, Premises & Estate Department at LHO in case of Guest Houses and to the in-charge of the respective training centres for SBILDs, duly certified by the authorized official from the said Department, by 5<sup>th</sup> of the following month. No advance payment shall be made under any circumstances. The contractor should submit the bill in accordance with Minimum wages as per minimum wages Act, EPF & ESIC etc. payable per contract labour basis. The contractor will charge @ Rs. 1000.00 per employee as service charges. The Bonus payable to the contract employees as per bonus Act 1965 for the period 1<sup>st</sup> April to 31<sup>st</sup> March for a particular financial year will be paid during the month of September of that financial year. The Leave wages will be paid as per West Bengal Shops & establishment Act. The contractor shall issue salary slips to the contract employees each month. The contractor will supply the plant and machinery viz. vacuum cleaner, floor scrubber etc. for cleaning and maintenance of the SBI premises/residences/quarters at his own cost.

**3. Earnest Money Deposit (EMD):** The empanelled contractors shall be allowed to participate in E-TENDERING only after submission of EMD for an amount of Rs. 2,80,000.00 (Rupees two lakhs eighty thousand only) in the form of 'Demand Draft/Banker's Cheque in favour of "SBIIMS of India" payable at Kolkata. Please note that such EMDs shall not carry any interest. If the work is not carried out, the EMD will be forfeited.

**4. Rate:**

- a. Rate quoted should be inclusive of all taxes, duties, freight, labour charge, profit & overhead etc. excluding GST and Bank/SBIIMS shall not entertain any claim on these accounts or any other accounts afterwards.
- b. The rates quoted shall be inclusive of all costs and charges including transportation of the workmen, steps for disposal of unwanted rubbish as per prevailing Municipality Law, cleaning of the whole of the area, and any other activity or work, which are ancillary/ auxiliary or connected with the nature of services mentioned in the tender terms and conditions.

- c. The amount stated in the tender shall also be inclusive of all taxes and charges, including Excise duty, or any other taxes which are applicable as on date or may be levied by the State or Central Govt. or any Authorities in future also.
- d. All statutory deductions including Income Tax, Sales Tax, and Security Deposit or under any Local Acts, etc. shall be deducted from the amount payable to the contractor.
- e. The contractor/bidder has to deposit a security deposit equal 02(two) months value of contract or submit a Performance Guarantee to the Bank/SBIIMS for an amount equivalent to two months value of the contract within 15 days from the issue of work order. The Bank Guarantee/Fixed Deposit will be valid for a period of 13 months or such other extended period as the Bank/SBIIMS may decide for due performance of the obligations undertaken by the successful bidder. The Bank Guarantee/Fixed Deposit should be issued by any schedule commercial Bank, other than SBI. A format for BG is attached. The Performance Bank Guarantee/Fixed deposit is required to protect the interest of the Bank/SBIIMS 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/Fixed deposit (BG). Also, if any act of the Contractor results in imposition of liquidated damage then the Bank/SBIIMS reserves the right to invoke the performance BG.
- f. There will be no change in quoted amount under any circumstances during the contract period.
- g. By accepting the work order from the Bank/SBIIMS, the contractor shall assume all responsibility to indemnify the Bank/SBIIMS in case of any damage or loss caused to the Bank, its building, structure, furniture or equipment or any accident or injury or harm caused to any person, due to the fault of the contractor or any of his / their employee(s). The Bank/SBIIMS shall be entitled to deduct the amount of such loss or damage from the amount payable to the contractor.
- h. Accepted tender will be valid for a period of **SIX MONTHS (validity of bid)** from the date of acceptance of tender which may be extended for a further period of 6(six) months subject to agreement.

#### **4. Other Terms and Conditions:**

- a. That the contractor shall engage fully trained and adequately experienced workmen, who are medically fit, with proven integrity. They should be free from all infectious diseases. The contractor shall ensure that workmen observe cleanliness and they are courteous, polite and prompt while rendering their services.
- b. The contractor should acquaint himself with the site conditions, rules and regulations issued by the local authorities, availability of materials, applicable labour laws, etc., and quote the rates accordingly. No extra charges / increase in the rate shall be considered on any account, under any circumstances.
- c. The plant & machinery required viz. Vacuum cleaner, Floor scrubber etc. will be supplied by the contractor at his own cost for cleaning and maintenance of the premises of Guest Houses/SBILD (Training Centres). Cleansing materials will be supplied by the bank.
- d. In case, any permission/license or approval from any Municipal, Local authorities or any other Govt. Authorities is necessary, it will be contractor's responsibility to obtain the same at his own cost.
- e. Removing debris from the site shall be contractor's responsibility at his own cost.
- f. The quoted amount shall cover for execution of the work as per the requirement of the Bank.
- g. The contractor will be provided with a store room by the Bank/SBIIMS and they have to make their own arrangements for protection of the materials etc. at all times during the currency of the contract and will be responsible for the theft or loss of the material / tools, etc. **No inflammable materials shall generally be allowed to be stored at site. However, reasonable quantity may be permitted for storage subject to the compliance of all rules/ instructions issued by the competent authorities and as per direction of Bank. The site for storage of aforesaid materials will be selected by the competent authority of the Bank who will verify the quantity and quality of the materials.**
- h. The contractor will attend all the meetings whenever called for by the Bank/SBIIMS and the decisions taken in the meeting will be binding on the contractor.
- i. Electric power / water required for execution of the work will be provided by the Bank. The contractor will have to make his own arrangement for carrying the same to the place of work at his own cost by providing necessary cable, wiring, pipes etc. with proper safeguard /caution boards prominently displayed for the safety

of Bank/SBIIMS's staff and others. The contractor shall not be allowed to use Bank's electricity for cooking purpose except running grinder, micro wave oven only for use at Guest Houses/Holiday Homes/Training Centres.

- j. Bank/SBIIMS will not be responsible for any loss to the contractor under any circumstances.
- k. In respect of all workmen or employees employed by the contractor for the performance of the works mentioned herein, the contractor shall at his own expense arrange for all the safety provision as per relevant provision of law.
- l. The contractor shall have full control over workmen engaged by him, whether skilled or unskilled, and the contractor shall give necessary guidance and instructions to his employees to carry out the jobs assigned to them by him.
- m. The contractor shall be responsible for the payment of wages and other dues to the workmen employed by him to the Bank A/c (SBI) of the respective workmen and no other means of payment is acceptable. The payment to the contractor will be made by the Bank in compliance of Minimum Wages Act and Equal Remuneration Act. The contractor will be responsible for depositing the monthly statutory deductions like EPF, ESIC contribution paid by the Bank to each employee and the own contribution of the employees to the respective departments/ authorities within due dates and shall submit the challan copy of the same alongwith contribution history/ ECR to Bank/SBIIMS within 7 days of deposit and has to produce a certificate confirming deposit of the same in enclosed format.
- n. The contractor should maintain proper wage register as per the Minimum Wages Act and produce before the Bank/SBIIMS whenever asked to do so.
- o. The contractor shall ensure that the working hours and other service conditions of employment of the contract labour is in consonance with all applicable laws and rules, including Contract Labour (Regulation and Abolition) Act etc. The contractor should maintain a proper Leave register of all the workmen or employee supplied by him and should update it regularly and keep proper record of leave availed by the employee or workmen supplied by the contractor in compliance with the statutory norms.
- p. The contractor may be advised by the Bank/SBIIMS to replace any workmen with suitable one for improving services.
- q. It will be contractor's responsibility to ensure that each obligation under this contract is duly performed and observed.
- r. The contractor shall be responsible for any loss caused due to theft/pilferage/damage to the Bank's property including the fittings, fixtures, furniture or other equipment, entrusted in his charge or any property belonging to the Bank/SBIIMS's staff / guest / customers when such a loss / damage is, in the Bank/SBIIMS's opinion, caused due to negligence or carelessness or any fault on contractor's part or that of his supervisor or any of the contractor's labourers and the contractor shall be liable to pay to the Bank/SBIIMS such amount in respect of such damages / losses as may be assessed by the Bank/SBIIMS. Further the contractor shall personally be responsible for good conduct and satisfactory antecedents of the contract workmen/staff employed by contractor.
- s. The Bank/SBIIMS will not be responsible for any compensations or otherwise for any injury/death caused to any of the contract labour/workmen of the contractor while executing the work under this tender.
- t. The contractor shall not permit any of his employees to use any area of the premises / building for residential or any other purposes.
- u. All the plant & machineries and equipment required for carrying out the work will be provided by the contractor in sufficient quantity and these shall be of best quality as approved by the Bank/SBIIMS. All expenses for the same shall be borne by the contractor only.
- v. The contractor shall be liable to comply with all applicable laws, rules and regulations in respect of all the labour laws and statutory requirements, including fire safety regulations and other regulations, which are in vogue or will become applicable in future.
- w. The contractor shall accept and bear full and exclusive liability for the payments of any or all taxes etc. now in force or hereafter imposed, increased and revised from time to time by the Central or State Govt. or by

any other authority with respect to or covered by wages, salaries, or other compensations paid or payable to persons engaged by the contractor.

x. The contractor shall bind himself / its executor or administrator or successors and shall indemnify and hold harmless the Bank/SBIIMS in respect of this contract, including all claims, damages proceedings, costs, charges and/or any expenses whatsoever which may be imposed, enforced or brought against the Bank/SBIIMS or any of its directors, officers or employees for reasons of or consequent upon any breach or default on the part of the contractor in respect of violation of any of the provisions of Laws/Acts/Rules or regulations having the force of law or any award or decision by any competent tribunal, court of authority in respect of the workmen or any one, employed/engaged by the contractor in connection with this contract.

y. The contractor shall be responsible for all the claims for its workmen and the said workmen of the Contractor shall not make any claims whatsoever against the Bank/SBIIMS. The contractor's workmen will not have any right whatsoever to get absorbed in the Bank/SBIIMS.

z. The contractor shall provide weekly off/holidays to his workmen as per labour laws, but it will be his responsibility to ensure that the work is completed within time stipulated in the work order from the Bank/SBIIMS, without any delay at all.

aa. All types of taxes applicable now or made applicable in future for the materials, equipment and services, etc. will have to be borne by the contractor and Bank/SBIIMS shall not make any extra payment. The Bank/SBIIMS shall make statutory deductions at source as applicable.

bb. The contractor will take out adequate insurance and keep the items and work insured until the completion of the work, against loss or damage by fire and/or earthquake, flood, etc., at his own cost, and the Bank/SBIIMS shall not be liable for any loss caused to the contractor.

cc. No child labour shall be employed by the contractor to carry out any of the works/services covered by this tender.

dd. The near relatives of employee or employees of the Bank/SBIIMS are prohibited from participation in this tender. The contractor shall have to submit an undertaking to the effect that his/their no near relative or relatives is/are employee(s) of the Bank/SBIIMS as per enclosed format.

ee. The contractor shall be entirely responsible for any mis-happening, accident to his worker while performing duty and shall have no claim/binding on Bank/SBIIMS with respect to any compensation/monetary benefits etc., whatsoever.

ff. The contractor shall make arrangements to identify each of his workmen at the security point while entering the premises before resuming work and while departure after completing each day's work. However, they are liable to be checked at any point of time during their work and anywhere within the premises by the Security personnel. The Security personnel of the Bank/SBIIMS are authorized to check the belongings of the workmen while entering and leaving the residential as well as office premises for security reasons. The contractor shall provide uniform and issue identity card to their workmen & Supervisor.

gg. If the contractor fails or neglects to observe or perform the terms and conditions of the agreement or any of them, the Bank/SBIIMS may: -

- i. Hold the contractor liable for all losses or damages caused to the Bank/SBIIMS by such failure or neglect.
- ii. Hold the contractor liable to pay damages and compensation for loss and inconvenience caused by dislocation of services.
- iii. In case, it is felt by the Bank/SBIIMS that any workman is not suitable for carrying out the work inside the premises, then such workman is to be replaced immediately by the contractor.
- iv. If Bank/SBIIMS requires additional contract employees /workmen for housekeeping & maintenance for any of its offices/residential buildings at Kolkata/any part of West Bengal, Sikkim and Andaman & Nicobar then Bank/SBIIMS may at its discretion can issue requisition for the work to same contractor or to the other empanelled contractors at the same terms & conditions.
- v. In addition to all the terms and conditions mentioned above, the terms and conditions of the Technical bid (for pre-qualification) will remain binding on the contractor.

kk. The security deposit shall be released to the contractor after successful completion of the contract, subject to production of clearance certificate to the Bank/SBIIMS from Labour Department, GOI, Govt. of West Bengal, Sikkim and Andaman & Nicobar Islands as applicable by the contractor.

ll. The disputes relating to the meaning of the specifications, quality of workmanship or materials used on the work or as to any questions, claim, right, matter or thing whatsoever and any way arising out of or relating to the contract, specifications, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same, whether arising after the cancellation, termination, completion shall be dealt with as mentioned hereinafter. The contractor/contractor shall forthwith give notice in writing of his claim or dispute to the Bank/SBIIMS within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank/SBIIMS be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the Bank/SBIIMS in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the Bank/SBIIMS in writing in the manner and within the time aforesaid.

## **5. Statutory and other Regulations:**

a. The Contactor shall comply with all the statutory obligations of the Government of India / State Governments / Municipal Authorities and local authorities applicable and the SBI/SBIIMS shall not be liable for any action under the statutes applicable due to non-fulfilment of statutory obligations by the Contract. The contractor shall fully comply with all the applicable laws, rules and regulations relating to Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour (R&A) Central Rules 1971, Provident Funds Act including the payment of P.F. contribution, Payment of Bonus Act, Minimum Wages Act, Workmen's Compensation Act, ESI Act, Migrant Labour Act and / or such other Act or laws or regulations passed by the Central, State, Municipal and Local Government agency or authority including TDS as per I.T. Act, applicable from time to time. Noncompliance of any of the statutory norms will be viewed very seriously. The Performance Guarantee to the Bank/SBIIMS by the contractor which is equal to 2 (Two) months billing amount will be forfeited and further payment of the monthly bill to the contractor will be stopped and the contract agreement will be treated as cancelled and the Bank/SBIIMS will engage the service of the other service provider at its discretion.

b. The contractor shall be responsible to register himself and obtain a valid license under the Contract Labour (Regulation and Abolition) Act, 1970 and rules there under and the / contractor must comply with and carry out all the provisions and obligations under the said Act and Rules there under, including renewal of license and furnish all information to the Bank/SBIIMS as may be required by Act/Rules and the contractor shall indemnify the Bank/SBIIMS against the penalties/claims or for any default on his part.

c. The contractor shall be responsible for proper maintenance of all Registers, Records and counts so far as these relate to the compliance of any statutory provision/obligations. The contractor shall be responsible for maintaining record pertaining to payment of wages Act and also for depositing the P.F. contributions, ESIC with authorities concerned.

d. The contractor shall make regular and full payment of labour charges, salaries and other payments as per labour laws especially under Minimum Wages Act and Payment of Wages Act to his workmen deputed for the work to the S.B.A/c maintained with SBI of the workmen and no other mode of payment is acceptable and furnish necessary information as and when asked.

e. In case of labour unrest/disputes arising out of non-implementation of any law, the responsibility shall solely lie with the Contractor and he shall resolve the same satisfactorily at his cost and risk. The Contractor will abide by rules, regulations, bylaws and statutes etc. for executing for his job.

f. The contractor shall at all times indemnify and keep indemnified the Bank/SBIIMS and its Officers, servants and agents from and against all third-party claims, whatsoever including not limited to property loss and damage, personal accident, injury or death of person of the contractor. The contractor shall be at his own cost and initiative at all times maintain all liabilities under workman's Compensation Act/Fatal Accident Act,

Personal Injuries, Insurance Act and/or their industrial legislation from time to time in force. The indemnity shall survive even after termination of contact.

g. All personnel/workmen/staff provided by the contractor will be on the payrolls if the contractor and there will be no employer-employee relationship between Bank/SBIIMS and the personnel/workmen/staff engaged by contractor.

**6. Termination:**

i. The Bank/SBIIMS reserves the right to terminate the contract at any time during the pendency of the contract on failure by the contractor to adhere to the conditions hereinabove indicated or agreed in the contract. Such termination will be communicated in writing to the contractor and any work affected beyond date of termination of the contract shall not be measured and paid for.

ii. In case the Bank/SBIIMS decides to terminate the contract, it shall do so by giving 30 days notice.

iii. If the performance of the successful contractor is found to be unsatisfactory, the Bank/SBIIMS reserves the right to cancel in part or whole the contract and get the work executed through alternative means at the entire risk and cost of the contractor with whom the work order was first placed. In such cases, the contractor should make good all losses that the Bank/SBIIMS may incur due to this. The Bank/SBIIMS may proceed with legal actions if necessary.

**7. AGREEMENT ON STAMP PAPER:** The selected contractor will have to enter into agreement on non-judicial stamp paper of requisite value, within 10 days from the date of the award of the contract to him, and all the costs with respect to the same shall be borne by the contractor.

**SPECIAL CONDITIONS OF CONTRACT**

1. Please note that no deviation from the terms and conditions specified in the NIT shall be acceptable. Any deviations found elsewhere in the bid will not be considered and evaluated by the Bank/SBIIMS. Bank/SBIIMS reserve the right to reject the bid, if a bid determined as not substantially responsive.

2. **Clarifications of Bids:** To assist in the examination, evaluation and comparison of bids the Bank/SBIIMS may, at its discretion, ask the bidder for clarification. The response should be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

3. **Packing, shipping and marking:** The contractor shall be responsible for assuring that all commodities shipped are properly packed and protected to prevent damage or deterioration during shipment. Packaging and shipping costs shall be borne by the contractor. Customs clearance and all costs and actions associated with import duties, taxes and processing of documents within India are borne by the bidder.

**4. Commissioning of the work**

a. The contractor is responsible for all unloading, unpacking and lifting of materials to be used for the work.

b. The items and list not included in the tender document but required for successful completion of the works shall also be considered to be part of the supply scope without any extra cost.

**5. Inspections and Quality Control Test**

a. The Bank/SBIIMS reserves the right to carry out inspection by a team of Bank/SBIIMS officials engaged by the Bank/SBIIMS of any of the locations referred to in the Technical specifications for the maintenance contract and the same shall be taken care of by the bidder or his representative.

b. The Bank/SBIIMS's right to inspect, test and where necessary reject the products after the product arrival at the destination shall in no way be limited or waived by reason of the products having previously been inspected, tested, and passed by the Bank/SBIIMS or its representative prior to the products' shipment from the place of origin.

**ANNEXURE-I**

**UNDERTAKING**

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:



**Format for Performance Guarantee**

**BANK GUARANTEE**

To,  
The Asst. General Manager,  
State Bank of India,  
Premises and Estate Department,  
Local Head Office, 9<sup>th</sup> floor, Block – “B”, Samriddhi Bhavan,  
Kolkata-700 001.

(Hereinafter referred to as “State Bank of India, Local Head Office, Kolkata/you”)

Whereas consequent to your Request For Tender dated \_\_\_\_\_ you have awarded the contract vide letter No. \_\_\_\_\_ dated \_\_\_\_\_ to M/s \_\_\_\_\_ having its Corporate Office at \_\_\_\_\_ (hereinafter referred to as “the Contractor”) to \_\_\_\_\_.  
Whereas as per the payment terms of the said TENDER the Contractor has to submit a Bank Guarantee from any scheduled commercial Bank, other than SBI and its Associate Bank in favour of you.

And whereas, we, \_\_\_\_\_ Bank, having our branch office at \_\_\_\_\_ (hereinafter referred to as “the Guarantor”) on the request of the Contractor hereby expressly and unreservedly undertaken and Guarantee to pay to you, a sum not exceeding Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only), in the event of any breach by the Contractor of the obligations under the contract, or reasons attributable to the Contractor on account of the same. This Guarantee shall be limited to an amount not exceeding Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only). You may raise a demand on us in writing stating the amount claimed under the Guarantee and on receipt of your claim in writing, without any demur, protest or contest and without any reference to the Contractor, we the Guarantor shall make the payment under this Guarantee to State Bank/SBI/IMB of India, Local Head Office, Kolkata within 24 hours of receipt of written claim / demand.

We the Guarantor, further confirm that a mere letter from the State Bank of India, that there has been a breach by the Contractor of its obligations or there are sufficient reasons for invoking this Guarantee, shall without any other or further proof be final conclusive and binding on the Guarantor.

We shall not be discharged or released from this undertaking and the Guarantee by any arrangement, variation, violation between you and the Contractor, indulgence to Contractor by you with or without our consent or knowledge and this Guarantee shall be in addition to any other Guarantee or security you possess against the Contractor.

This Guarantee shall be a continuing Guarantee and shall not be discharged by any change in the constitution of the Bank, Guarantor or the Contractor. It is further guaranteed that the payment under this Guarantee shall be made by us on receipt of your written demand as aforesaid making reference to this Guarantee.

Notwithstanding anything contained herein above, our liability under this Guarantee is restricted to Rs \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only).

This Guarantee shall remain in full force and effect for a period of \_\_\_\_\_ years up to \_\_\_\_\_ unless a claim under this Guarantee is made against us within one month from that date i.e. on or before \_\_\_\_\_, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

Thereafter, our Guarantee shall be considered as null and void whether returned to ourselves or not.

Date:  
For \_\_\_\_\_  
(Branch and Bank)

Place:

## **ANNEXURE-B**

### **CERTIFICATE**

Certified that we have remitted the monthly subscription of Employees Provident Fund & Employees State Insurance to the workers employed by me in the State Bank of India, Local Head Office, Kolkata for **“MAINTENANCE, HOUSE-KEEPING AND CATERING AT SENIOR OFFICERS’ TRANSIT HOUSES, GUEST HOUSES, TRAINING CENTRES AND HOLIDAY HOMES AT DIFFERENT PLACES OF KOLKATA CIRCLE”**.

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

**Signature with seal of the Contractor**

## **ANNEXURE-C**

### **DECLARATION OF NEAR RELATIVES OF SBI EMPLOYEES**

I/We.....S/o/D/o.....

.....Residing at.....

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

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

Place :

Date :

**Signature with seal of the Contractor**

Name in Capital Letters:

Address:

SCHEDULE -II

### **(1) SCHEDULE OF WORK**

#### **MAINTENANCE, HOUSE KEEPING & CATERING AT**

- (I) SENIOR OFFICERS’ GUEST HOUSE AT RONALDSHAY ROAD AT KOLKATA
- (II) OFFICERS’ GUEST HOUSE AT SALT LAKE, KOLKATA
- (III) OFFICERS’ GUEST HOUSE AT CONVENT ROAD, KOLKATA
- (IV) OFFICERS’ GUEST HOUSE AT GOLF CLUB, KOLKATA
- (V) HOLIDAY HOME AT DIGHA
- (VI) STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT AT SALT LAKE
- (VII) STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT AT DURGAPUR
- (VIII) STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT AT SILIGURI

## SPECIFICATION OF WORK

1 Sweeping, mopping, and cleaning of floor with superior quality cleansing materials and disinfectant	Once daily (Morning)
2 Dusting of curtains, windows etc.	Daily once or as and when required.
3 Arranging Bed	Daily once or after change of occupant.
4 Changing of Bed Sheet & Pillow covers	Once in 2 days in case of Continuance of occupancy or on Change of occupant.
5 Replacement of Towel and a soap morning or on change of Occupancy.	Once in alternate days in the
6 Cleaning of Toilets, WC, washbasins floor/wall tiles and floor traps with good quality cleansing materials and disinfectants.	Once daily (morning) and with change of occupancy.
7 Cleaning of common toilets and above Items of item no. 6.	Twice daily or as and when required.
8 Cleaning of footpaths of the campus, staircase, corridor, removal of cobweb and drains etc. if any, in corridor or rooms.	Daily.
9 Cleaning of overhead tank and underground tank. Minor repair of water supply system, roof top	Quarterly/as and when required.
10 Preparation and supply of Bed Tea to Occupant	On demand paid service.
11 Preparation & serving of breakfast, lunch and dinner.	On demand at the cost of occupant.
12 Replacement, Cleaning and care taking of electrical fittings, TV and other /as and when required.	Cleaning of Electrical fixtures to be carried out weekly beside daily dusting
13 Electric gadgets. Minor repairs of electrical faults. (Both external and internal)	Any damage/defect, replacement will be carried out at Bank/SBIIMS's cost on prior approval.
14 Washing of bed sheets, towels, pillow covers etc.	On replacement.
15 Dry cleanings of curtains	Quarterly.
16 Vacuum cleaning of carpets, blinds, Sofa sets etc.	Alternate day and as and when required
18 Garden maintenances including	Daily.

provision and replacement of seasonal plants, potted plants and application of compost, manures, pesticide etc., also pruning of branches/hedges etc.

19 Operation and maintenance of pump set and generator.

As and when required

20. Shifting of furniture etc:

The Contractor has to arrange for shifting of chairs, tables, cup boards, e-wastes, monitors, computers, printers, etc within the premises using suitable trolley. The requirement shall be need based and instruction for such shifting shall be provided by the Bank. No additional charges shall be paid for such shifting.

21. The SBIIMS/Bank may add/delete works time to time in consultation with the stake holders.

### **TERMS AND CONDITIONS OF CONTRACT**

#### **Housekeeping and Maintenance**

a. The Contractor shall ensure a high-class cleanliness, housekeeping and maintenance of all the premises and surrounding areas. Collected /accumulated garbage from these sites shall be disposed of on alternate days or as and when required at a suitable place by tractor/truck at his cost, risk and responsibility.

b. The contractor should ensure round the clock water supply. In case of failure of water supply, prompt arrangements for supply of water to the building by portable tankers should be made. The cost of such water will be reimbursed on production of bills. Overhead tanks should be cleaned at quarterly interval with bleaching powder or as and when required.

c. The contractor should ensure proper maintenance of garden, lawn spotted indoor and outdoor seasonal plants by engaging trained and experienced gardeners. The contract price will include the responsibility for necessary watering, manuring, treating with insecticides, pesticide. The contractor should provide for required spares and equipment for garden maintenance at his cost and expenses on account of supply of seasonal plants/potted plants

#### **Catering**

a. The catering of food at the Guest/Transit House/ Training Centres will be as per the terms and conditions at the timings and the fooding charges are to be finalized in discussion with the Committee of the Bank/SBIIMS periodically every year.

b. The items and beverages and dishes agreed to be served by the "Caterer" at the time of (i) bed tea (ii) breakfast (iii) Lunch (iv) Dinner and the tea/coffee is to be provided as and when required.

c. The quality of ingredients used in the preparation of food and beverages should be of high quality, nutritious and delicious and from good renowned manufacturer with ISI certification.

d. The "Caterer" will be entirely responsible for the quality of food and for serving it free from any contamination in hygienic, neat and clean way.

e. Any authorized officer of Premises and Estate Department/L&D department at LHO, Kolkata/ Training Centres or any other official may at any moment inspect the quality of food. This however, does not absolve the caterer of his responsibility for serving food of the highest quality.

f. List of menu with price should be made available in the shape of menu card/displayed in board.

## **1. GENERAL INSTRUCTIONS**

- a. The Contractor should engage approved by the Bank number of skilled/unskilled contract laborers/ Supervisors to ensure proper catering and day-to-day proper housekeeping and maintenance equipped with proper tools and machinery as per schedule - I. The Contractor can claim reimbursement for spare parts used for repair and replacement of plumbing/sanitary fittings. However, cost of perishable materials like spun yarn, putty, cotton thread, washers etc. and requisite expert labour wherever required shall be borne by the Contractor.
- b. The Contractor at his sole discretion shall fix the hours of work of each contract labour.
- c. The Contractor will be responsible to immediately attend to all the complaints/requirements within the purview of the contract.
- d. The Contractor shall ensure that its contract Labour observe cleanliness and wear neat and clean uniforms with plastic name badges for their identification and that they are courteous, polite, honest and prompt while rendering efficient service in their respective areas.
- e. The Contractor shall also be responsible for payment of wages and or dues to its contract labour including compliance of hours of work and condition of employment in consonance with the applicable laws/rules. All liabilities arising out of violation of local laws and/or Central laws shall be the sole responsibility of the Contractor.
- f. Neither the contractor nor its employees shall be permitted to use any area of the premises/building for their residential / any other purposes, except carrying out Bank/SBIIMS's work.
- g. The contractor shall be responsible to register himself and obtain a valid license under the Contract Labour (Regulation & Abolition) Act, 1970 and Rules there under, and the contractor must comply with and carry out all the provisions and obligations under the said Act and Rules there under including renewal of license and furnish all information to the Bank/SBIIMS as may be required by the Act/Rules and the Contractor shall indemnify the Bank/SBIIMS against the penalties/ claims or for any default on their part.
- h. The Contractor shall be responsible for any loss, due to theft/pilferage/damage to Bank/SBIIMS's property, under the Contractor's area of service of the fittings, fixtures, furniture or other equipment entrusted in his charge as bailee, the occupants when such a loss/damage is, in the Bank/SBIIMS's opinion caused due to negligence or carelessness or any fault on Contractor's part or that of his contract labourers and the contractor shall be liable to pay the Bank/SBIIMS such amount in respect of such damages / losses as may be caused by the Bank/SBIIMS or any other officer authorized in this regard.
- i. The Contractor shall accept and bear full and exclusive liability for payment of any or all the taxes etc. in force or hereafter imposed, increased and revised from time-to-time by the Central or State government or by wages, salaries or other compensation paid or payable to persons engaged by the Contractor.
- j. The Contractor shall be responsible for maintaining record pertaining to payment of wages and also for depositing the ESI / PF contributions, if required with authorities concerned. He is required to produce the same with the Bank/SBIIMS authorities for verification or ratification.
- k. The Contractor's workmen will not have any right whatsoever to get absorbed in the Bank/SBIIMS.
- l. The contract shall be for a period of one year, subject to review at the end of each completed period of one year. Either party can terminate the Agreement by giving 30 days notice in writing in advance. The contractor will look after the catering and maintenance & house-keeping of the same till the alternative arrangement made by the Bank/SBIIMS.

m. The Bank/SBIIMS shall pay the contracted price per month to the Contractor awarded with the contract for each month latest by the 1st week of the following month after deducting applicable taxes as per extant Tax laws subject to satisfactory performance and payment of salary/wages to its employees, any other dues paid/payable by him under any law.

- 1.1 The Contractor shall ensure that all personnel are fully conversant with the premises and with the SBIIMS/SBI's business activities and its related manpower requirements.
- 1.2 The SBIIMS/SBI shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the personnel with prior permission of the SBIIMS/SBI, emergencies exempted.
- 1.3 The Contractor shall exercise adequate supervision to ensure proper performance of Services in accordance with the requirements.
- 1.4 The Contractor shall issue identity cards/ identification documents to all its employees.
- 1.5 The personnel of the Contractor shall not be the employees of the SBIIMS/SBI and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract.
- 1.6 The contractor shall also provide at its own cost all benefits; statutory or otherwise to its employees and the SBIIMS/SBI shall not have any liability whatsoever on this account.

## **2. SUPERVISION:**

- 2.1 The Contractor shall have adequate Supervisory control at SBIIMS/SBI's premises as per SBIIMS/SBI's requirement, failing which it shall invite penalties as prescribed in the following paragraphs.
- 2.2 The contractor's Supervisor shall be first line of contact for SBIIMS/SBI, who shall report to the designated officers of SBIIMS/SBI for all requirements where there is no supervisor, the contractor will identify one employee for take care of the work and for correspondence with the Bank/SBIIMS.
- 2.3 The contractor shall ensure that all statutory / mandatory requirements either related to wages disbursements or related to depositions of EPF/ESIC or WC policy, are complied with as applicable, with concerned authorities.

## **3. DEPLOYMENT AND TENTATIVE REQUIREMENTS OF MANPOWER**

- 3.1 The SBIIMS/SBI intends to outsource the services which will require manpower to be deployed in different categories such as Skilled, Semi-Skilled, Un-Skilled and Supervisory/ Managerial Staff etc as per the norms of the Government.
- 3.2 The manpower appointed in different categories shall be deployed by the contractor for the work of Integrated facility management services, specially House Keeping/Catering/Maintenance at Various guest houses/SBILD (Training Centres)/Holiday homes under SBI, Kolkata Circle.
- 3.3 The personnel who are appointed as wash room cleaners shall be provided with all cleaning material for cleaning purposes by the Contractor.
- 3.4 The Contractor shall ensure that except that of the Service Margin/Charges/commission (as defined in the Price Schedule) all other levies (Wages, Uniform, ESIC, EPF, Bonus etc.), which are charged to SBIIMS/SBI in the Price Schedule are passed on to the deployed employees, as applicable, on occurrence.
- 3.5 The tentative category wise requirement of manpower per day (without reliever) in each of the premises shall be as mentioned in Schedule - I
- 3.6 The quantity for Manpower and Machines mentioned, is indicative and for calculation of Price variation only. The agency if required will deploy more man power for doing the work as per utmost satisfaction of the user if approved by the Bank. In case of any other work other than specified in scope of work, man power will be required to be provided by the agency to SBI/SBIIMS on demand and the Cost of the same will be paid to the contractor on the basis of minimum wages plus commission/charges.
- 3.7 All the Chemicals, pest control materials and consumables required for the purpose of providing services should be of standard brands, and as per the approval of the SBIIMS/SBI. No sub-standard material shall be used. The Chemicals used for the purpose of cleaning shall be Eco-friendly and bio-degradable.
- 3.8 The Contractor staff shall always be disciplined, properly dressed and be presentable all the time during

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

**4. PENALTIES** - Refer tender terms.

**5.SCOPE OF WORK** – FOR SERVICES: Please refer tender terms.

**6. ADDITIONAL DETAILS:** Please refer tender terms.

**TERMS AND CONDITIONS**

**1. Introduction**

- 1.1 SBI Infra Management Solutions Pvt. Ltd, invites tenders on behalf of the State Bank of India (SBI) in sealed Envelope for facility management services, specially House Keeping/Catering/Maintenance provided at SBI guest houses/SBILD (Training Centres)/Holiday homes located in Kolkata Circle as per Schedule of Requirements.
- 1.2 Interested eligible Tenderer may obtain further information of the requirement, required quantities and other terms and conditions applicable for the said work from the document.
- 1.3 All tender related activities (Process) like Tender Documentation, Tender submission, opening of tender documents etc. will be governed by the time schedule.
- 1.4 The tender document is available at the Bank's web site [www.sbi.co.in](http://www.sbi.co.in) under "Procurement News". Tenderers are required to submit the tender cost of Rs. 5000/- (Rupees Five Thousand only) (Non-refundable) by way of separate demand draft issued by any Nationalized /Scheduled Bank drawn in favour of "SBI Infra Management Solutions Pvt. Ltd " payable at Kolkata or in online mode and the same should essentially be submitted at the Office while submitting tender.
- 1.5 The services mentioned in the tender only approximate estimated quantities/man power. SBIIMS/SBI reserves the right to increase or decrease the quantum of services/man power without assigning any reason thereof.
- 1.6 If any tenderer wishes to lodge any complaint against the other tenderer regarding submission of false documents, information etc. the tenderer has to deposit Rs.1,00,000 (Rupees One Lac only) in the form of Demand Draft drawn in favour of "SBI Infra Management Solutions Pvt. Ltd" payable at Kolkata in terms of deposit. The amount so deposited shall be refunded, if after scrutiny, the complaint is found to be true by the Authority. However, if the complaint is found to be false and malafide, the deposit will be forfeited. No interest shall be paid against this deposit.

**2. Minimum Eligibility Criteria**

The bids fulfilling the following Minimum Eligibility criteria shall be the eligible bids and entitled for further evaluation, based on Quality Cost Based Selection. The Bidders not fulfilling the Minimum Eligibility criteria shall be rejected summarily and will not be further evaluated. No communication shall be entertained by Bank/SBIIMS with regard to rejected bids. The Service Contractor should be capable of providing various services under one roof. The agency should have the capability to provide various manpower-based services as per the requirement of SBIIMS/SBI.

- 2.1.1.1 Registration: The Bidder should be registered with the Income Tax and also registered under the Labour laws, Employees Provident Fund Organization & Employees State Insurance Corporation.
- 2.1.1.2 The Average annual turnover of the bidder in facility management shall be **minimum Rs. 5.00 Cr.** or more in last three F.Y years i.e., **2016-17, 2017-18 & 2018-19** to qualify.
- 2.1.1.3 Bidder shall produce Certificate from Chartered Accountant for Annual **turnover of last 3 years** i.e. **2016-17, 2017-18 & 2018-19**.
- 2.1.1.4 Bidder shall produce Balance Sheet and **Profit and Loss Accounts for last three years** i.e. **2016-17(audited), 2017-18 (audited)& 2018-19(provisional)** certified by the Auditor. The bidder should not have incurred a loss for more than 1 years in last 3 years.
- 2.1.1.5 The Bidder should have vast experience in manpower handling (facility management), **minimum**

**200 numbers on payroll** at any given time, in last 5 years at a stretch.

- 2.2 The bidder should have works, completed or on-going, providing housekeeping, maintenance and catering along with minimum any other five services such as Hospitality Services, Pest control, AC (Windows/splits) Maintenance, Carpentry Services, Electrical Maintenance services, Horticulture Maintenance Services, Operation of lifts, or Civil/ Plumbing Maintenance services etc. in reputed Public/Private sector Banks/ Enterprises in last 5 Financial Years continuous as below:
- a. One such work having completed value of minimum Rs. 3 crores.  
Or
  - b. Two such works having completed value of minimum Rs. 2 crores each.  
Or
  - c. Three such works having completed value of minimum Rs. 1 crores each.
- 2.3 The Bidder should have a **minimum positive Net-worth of Rs. 2.00 crores** and **minimum Bank Solvency of Rs. 2.00 crores** from Scheduled/Nationalized Bank.
- 2.4 The bidder having **valid ISO 9001, SA & OHSAS Certification** will be given additional weightage.
- 2.5 It is mandatory that the Memorandum of Association (MOA) of the bidder should allow him to carry out the desired scope of work of this tender. **Copy of MOA** to be submitted along with the technical bid in case of company.
- 2.6 The agency should have **office at Kolkata**. In case they do not have office in Kolkata they will have to open a sub-office at Kolkata if work is awarded to them within 15 days. SBI/SBIIMS may, at its discretion, inspect the offices for confirmation. Having office at Kolkata will be given additional weightage for selection.

Note:

1. Tenders are not allowed from the firms which are found guilty of malpractice, misconduct in any Department, Govt. or by any local authority, Other State Government/Central Government's organizations.
2. The SBIIMS/SBI reserves the right to verify the certificates, documents submitted and the quality of the services as provided by the tenderer at the respective employer's premises, as per his discretion.
3. **Cost of bidding**

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

- 3a. Conditional tenders are not acceptable.

#### **4.0 Clarification of tender document**

A prospective tenderer requiring any clarification of the tender document shall contact the SBIIMS/SBI by letter or phone, 7 days prior to last date & time of tender submission. Tender related Queries can be clarified on Help line number-033-22436677 or email s.kushari@sbi.co.in.

#### **5.0 Amendment of tender document**

- 5.1 At any point of time prior to the deadline for Submission of tender, the SBIIMS/SBI may amend the tender documents **by issuing Addenda/Corrigendum in Bank's web site only.**
- 5.2 Any addendum/corrigendum as well as clarification thus issued shall be a part of the Tender documents and it will be assumed that the information contained in the amendment would have been taken into account by the Tenderer in its tender submission.
- 5.3 To give prospective Tenderer reasonable time in which to take the amendment into account in preparing their tenders, the SBIIMS/SBI shall extend, at its discretion, the deadline for submission of tenders, in which case, the SBIIMS/SBI will notify all tenderers by placing it on website.



## 6. Submission of tenders:

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

Tender **should be submitted in sealed envelopes**. The EMD along with Tender fee required in the tender documents should invariably be submitted, in a separate envelope which should be kept in Envelope no. 1 i.e Technical Bid Envelope. Covers shall be clearly super scribed **"Integrated Facility management services, specially House Keeping/Catering/Maintenance for State Bank of India, Kolkata Circle"**. Tender Number and due date and same should be submitted on or before the last date and time of tender submission on address mentioned below.

The Vice President & Circle Head,  
SBIIMS, Circle office, 9<sup>th</sup> Floor,  
Block – "D", Samriddhi Bhavan, 1, Strand Road,  
Kolkata – 700 001

### 6.1 Late tender offers:

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

### 6.2 Envelope containing Technical Bid:

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

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

1. Tender Form as per Annexure-1 with all annexures duly filled in with supporting documents.
2. The instruments such as power of attorney, resolution of board etc. authorizing an officer of the tenderer and nominating a responsible person of the tenderer to transact the business with the SBIIMS/SBI.
3. Goods and Service Tax Registration certificate
4. The latest copy of the Goods and Service Tax return submitted.
5. All attested supporting documents in proof of having fully adhere to minimum eligibility criteria.
6. Affidavit on non-judicial stamp paper of Rs. 100/- regarding the firm has not been found guilty of malpractice or misconduct either by any Department of Govt. or by any local authority and other State Government/Central Government's organizations in the past.
7. Application form.
8. Earnest Money Deposit of Rs. 2,80,000.00 Only and tender fees of Rs. 5000/- (Non-Refundable) in the form of DD drawn in favour of SBI Infra Management Solutions Pvt. Ltd. payable at Kolkata for EMD and for tender processing fees in online mode or DD drawn in favour of SBI Infra Management Solutions Pvt. Ltd. payable at Kolkata.
9. After Pre-bid meeting, common terms and conditions, change in specifications, scope of Work etc. will be advised to the all eligible agency.
10. Other relevant documents required as per tender terms & conditions.

## 7. Deadline for submission of tenders

- 7.1 For Submission of tender, tenderer must complete bid submission stage as per schedule of the tender.
- 7.2 The SBIIMS/SBI may, at his discretion, extend the deadline for the submission of tenders by amending the tender document in which case all rights and obligations of the SBIIMS/SBI and Tenderer previously subject to the deadline will thereafter be subject to the deadline as extended.
- 7.3 Offers not submitted in time will not be entertained.

## 8. Opening of Technical bid:

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

### **8.1 Opening of Technical bid**

Envelope containing Technical bid of the tenderer will be opened in the presence of tender opening committee and in the presence of tenderer / their representatives, if they wish to remain present. Presence or absence of any of the tenderers shall not hamper the tender opening process.

### **9. Period of Validity of tenders:**

9.1 The tenders shall remain **valid for a period of 6 months** after the date of opening of price bid through E- Tendering.

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

### **10. Earnest Money Deposit:**

10.1 All tenders must be accompanied with Earnest Money Deposit (EMD) for the amount Rs. 2,80,000.00 (Rupees two lacs eighty thousand Only).

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

10.3 The tenders submitted without EMD will be summarily rejected.

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

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

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

#### **10.7 The EMD shall be forfeited:**

- (a) If a Tenderer withdraws its tender during the period of bid validity as specified in the Tender.
- (b) In case of a successful Tender, if the tenderer fails:
  - (i) To sign the Contract in accordance with terms and conditions or.
  - (ii) To furnish security deposit as per tender clause 15.
  - (iii) To start the work within given time.

### **11. Prices**

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

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

11.3 In case of any enhancement in existing tax structure or introduction of any new tax due to statutory Act of the Govt. after the date of submission of tenders and during the tender period, the quantum of additional taxes so levied will be allowed to be charged extra as separate item without any change in price structure of the items approved under the tender. Price structure will be solely dependent upon the rate approved as per work order & revisions of the same as per price variation/ escalation clause mentioned in the tender. For claiming the additional cost on account of the increase in Tax structure, the tenderer should produce proof from the concerned Competent Authorities for having paid additional Tax on the services provided to the SBIIMS/SBI and can also claim the same in the invoice.

## 12 Evaluation of tenders:

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

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

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

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

**(i) Experience in facility management  
(especially housekeeping/maintenance  
/catering service) for a continuous period of**

**Max 05 Marks**

- |     |                          |          |
|-----|--------------------------|----------|
| (a) | 7 to less than 12 years  | 01 Marks |
| (b) | 12 to less than 15 years | 03 Marks |
| (c) | Above 15 years           | 05 Marks |

**(i) Number of Manpower on roll**

**Max 10 Marks**

- |     |                |          |
|-----|----------------|----------|
| (a) | 200 to 300     | 03 marks |
| (b) | >300 up to 400 | 06 marks |
| (c) | >400           | 10 marks |

**(ii) Experience of providing housekeeping, maintenance and catering services at  
guesthouses/Training Centres in reputed Public/private banks/Enterprises.**

**Max 20 Marks**

- |     |  |          |
|-----|--|----------|
| (a) | Single work of value Rs.1 Cr. To less than 2 cr. | 10 Marks |
| (b) | Single work of value Rs.2cr to less than 3 cr.   | 15 Marks |
| (c) | Single work of value above R. 3 cr.              | 20 Marks |

**(iii) Avg. Turnover (Last 3 Financial Year)**

**Max 10 Marks**

- |     |                                 |          |
|-----|---------------------------------|----------|
| (a) | 5cr to less than up to 8 crores | 03 marks |
| (b) | > 8 crores up to 10 crores      | 06 marks |
| (c) | > 10 crores                     | 10 marks |

**(iv) Net Worth(Solvency) of the Company**

**Max 10 Marks**

- |     |                               |          |
|-----|-------------------------------|----------|
| (a) | 2 Crores to less than 3 crore | 03 marks |
| (b) | 3 crores to less than 5 crore | 06 marks |
| (c) | >5 crores                     | 10 marks |

**(v) Quality Related Marks**

**Max 05 Marks**

- |     |  |          |
|-----|--|----------|
| (a) | ISO 9001 certification                     | 02 marks |
| (b) | SA 8000 (More than 5 Years)                | 03 marks |
| (c) | OHSAS 18001 (More than 5 Years continuous) | 05 marks |

**(vi) Constitution**

**Max 10 Marks**

- |     |                         |          |
|-----|-------------------------|----------|
| (a) | Registered Partnership  | 05 marks |
| (b) | Private Limited Company | 10 marks |

**(vii) Office at Kolkata****Max 10 marks**

- (a) No
- (b) Yes

0 marks  
10 marks

**(viii) Facility Management Service (especially Housekeeping/maintenance/catering Service) provided to****Max 10 marks**

- (a) Public/Private Sector Enterprise
- (b) Public/Private Sector Banks

05 marks  
10 marks

**(ix) Ranking by site (office and client's Premises of the bidder) verification By officials of SBI/SBIIMS****Max 10 marks**

- (a) Good
- (b) Excellent

5 marks  
10 marks

<b>Total</b>	<b>100 Marks</b>
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12.3.3 Besides fulfilling eligibility and after completion of scoring exercise through the aforesaid criteria, all the bidders who will score 80% or above or as per the discretion of the Selection Committee will be considered for bucket of empanelled bidders/contractors. The empanelled bidders/contractors will then be shortlisted on descending order of their marks as per our job requirement. The empanelled bidders/contractors which are shortlisted for empanelment will be intimated individually by post/email.

12.3.4 Providing work order to the empanelled bidders/contractors is at the discretion of the SBI/SBIIMS. Empanelment of bidders/contractors does not guarantee job provision to the empanelled bidders/contractors by SBI/SBIIMS.

The technical bid not meeting the minimum requirements as per the tender documents shall be rejected.

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

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

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

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

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

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

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

**13. Dismissal of Workmen**

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

**14. Site Visit Report**

If required, SBIIMS/SBI officials will visit the sites of the contractors, where already engaged for verifying their quality of services provided to the respective organisations. Following are the parameters are to be considered for verification of quality of services and the organizational set up during the visit by the officials of the SBI/SBIIMS.

SL. NO.	PARTICULARS	MARKS OBTAINED
1	DATE OF VISIT	
2	NAME OF THE OFFICER (S)	
3	NAME OF THE AGENCY	
4	NAME OF THE DIRECTORS/PARTNERS/PROPRIETOR OF THE AGENCY	
5	REGISTERED ADDRESS OF THE AGENCY WITH PIN CODE WHERE VISITED	
6	ANY BRANCH OFFICE OF THE AGENCY (MENTIONED ADDRESS WITH PIN CODE)	
7	ANY ADDRESS PROOF SUBMITTED BY THE AGENCY TO CONFIRM REGISTERED ADDRESS	
8	DATE OF ESTABLISHMENT OF THE AGENCY	
9	WHETHER THE AGENCY IS ALSO ENGAGED IN WORK(S) OTHER THAN PROVIDING HOUSEKEEPING AND MAINTENANCE SERVICES <b>ESPECIALLY HOUSEKEEPING, MAINTENANCE AND CATERING SERVICES</b>	
10	IF YES, MENTION NATURE OF WORK, NUMBER OF EMPLOYEES ENGAGED AND OTHER DETAILS (IF ANY)	
11	DATE OF PROVIDING HOUSEKEEPING AND MAINTENANCE SERVICES <b>ESPECIALLY HOUSEKEEPING, MAINTENANCE AND CATERING SERVICES</b> TO BANKs OTHER THAN SBI	
12	DATE OF PROVIDING HOUSEKEEPING AND MAINTENANCE SERVICES <b>ESPECIALLY HOUSEKEEPING, MAINTENANCE AND CATERING SERVICES</b> TO THE ORGANISATION OTHER THAN BANKS	
13	NUMBER OF EMPLOYEES WORKING IN THE REGISTERED/BRANCH OFFICE(S) OF THE AGENCY	
14	AMBIENCE OF REGISTERED/BRANCH OFFICE	
15	CLEANLINESS OF THE OFFICE (EXCELLENT/GOOD/AVERAGE/BELOW AVERAGE)	
16	WHETHER THE AGENCY PROVIDE MACHINES (NAME OF THE MACHINE ENCLOSED) *(MUST PROVIDE EITHER PHYSICAL OR INVOICE OF THE MACHINE)	
17	WHETHER COMPANY HAS ITS OWN TRAINING INSTITUTE FOR THEIR OWN STAFF MEMBERS	
18	IF YES, MENTION (1) NUMBER OF INSTITUTE (2) NUMBER OF STAFF MEMBERS THEY HAVE ALREADY TRAINED IN THE LAST FY (i.e. FY 2018 – 19) AND THIS YEAR. GUEST FACULTY OR OWN FACULTY FOR PROVIDING TRAINING	
19	ANY HR POLICY	
20	ANY DISCIPLINARY ACTION INITIATED AGAINST ANY ERRING EMPLOYEE OF THE COMPANY	
21	VISIT OF THE OFFICES OF THE ORGANISATION WHERE THE AGENCY HAS PROVIDED HOUSEKEEPING AND MAINTENANCE SERVICES OTHER THAN SBI. *(MENTION (1) PLACE OF VISIT (2) NAME OF THE ORGANIZATION WHERE VISITED (3) NUMBER OF EMPLOYEE ENGAGED (4) OTHERS IF ANY	
22	IS THE AGENCY PROVIDING UNIFORM TO THEIR EMPLOYEES IN TIME	
23	COMPANY HAVE CERTIFICATE FROM GOVT. AUTHORITIES FOR REGULAR PEST CONTROL WITHIN THE PREMISES INCLUDING EXTERIORS AND INTERIORS WITH APPROPRIATE CHEMICALS	

#### **MACHINES FOR MAINTENANCE OF THE PREMISES**

SL NO	NAME OF THE MACHINE	PHYSICALLY VERIFIED	INVOICE SUBMITTED	NOT SUBMITTED
1	FLOOR SCRUBBING MACHINE			
2	SHAMPOOING MACHINE			
3	DRY- WEY VACUUM CLEANER			
4	JET PRESSURE CLEANING MACHINE			
5	TITLE SCRUBBING MACHINE			
6	AUTOMATIC SQUEEZER			
7	ROAD SWEEPER MACHINE			

## **15. Security Deposit & Contract Agreement**

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

15.1.2. The Security Deposit should be in the form of Bank Guarantee/Fixed deposit in favour of the "State Bank of India" from any Nationalized or Scheduled bank.

15.3 The Security Deposit will be discharged by the SBIIMS/SBI and returned to the Contractor not later than 60

days following the date of completion of the Contractors' performance obligations, under the contract.

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

### **16. Award of contract:**

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

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

## **17. COMMENCEMENT OF SERVICES**

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

17.1 Submission of Performance Bank grantee/Fixed deposit in accordance with tender terms and prescribed format.

17.2 The Contractor shall commence services in SBIIMS/SBI's said premises within 15 days from the date of issue of Work Order.

## **18. CONTRACTOR'S OBLIGATIONS**

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

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

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

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

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

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

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

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

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

18.10 Adequate supervision shall be provided to ensure correct performance of the services in accordance with

the prevailing requirements agreed upon between the two parties.

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

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

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

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

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

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

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

#### **19.CONTRACTOR'S LIABILITY**

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

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

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

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

19.3 The Contractor shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, SBIIMS/SBI shall be entitled to terminate the contract.

#### **20.INSURANCE:**

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

#### **21.SBIIMS/SBI'S OBLIGATIONS:**

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

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

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

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

#### **22. TERMINATION**

This Contract may be terminated by either party by giving written notice of 30 days to the other if:

22.1 The other party is in material breach of its obligations under this Agreement and / or, in the case of such

breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach;

**or**

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

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

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

22.2.3 The Contractor goes bankrupt and becomes insolvent.

### **23. INSOLVENCY**

23.1 The competent authority of the Office of the **SBI/SBIIMS, Kolkata Circle** may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

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

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

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

### **24. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES**

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

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

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

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

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

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

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

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

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

24.4 the estimated Force Majeure Period,

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

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

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

### **25. Confidentiality**

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

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



## **26. PAYMENTS**

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

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

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

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

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

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

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

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

## **27. Corrupt or Fraudulent Practices**

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

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

27.3 "Fraudulent practice" means a misrepresentation or omission of facts in order to Influence a procurement process or the execution of a contract to the detriment of SBIIMS/SBI and includes collusive practice among Tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the SBIIMS/SBI of the benefits of free and open competition.

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

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

27.6 "The SBIIMS/SBI will reject a tender for award if it determines that the tenderer recommended for award has directly or through an agent engaged in corrupt or fraudulent practices in competing for the contract in question;.

27.7 The SBIIMS/SBI will declare a firm or individual as ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

## **28. LABOUR LAW COMPLIANCES**

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

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

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

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

course of performance of contract.

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

## **29. OFFICIAL RECORD:**

29.1 The Contractor shall maintain complete records of its employees.

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

## **30. PENALTIES**

30.1 The Contractor shall disburse salary to its deployed manpower inclusive of DA, if any, latest by 7th 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 payable to him by the contractor.

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/Fixed deposit shall be forfeited, and Bank grantee/Fixed deposit shall be encashed. The SBIIMS/SBI will have the power to appoint any other agency for the manpower services at the risk and cost of the Contractor.

30.2 The Contractor has to maintain adequate number of manpower as per this contract and also arrange a pool of standby manpower / supervisor. If the required number of manpower / supervisors are less than specified number as mentioned in the contract, a penalty of Rs.500/- per absentee per day shall be deducted from the bill(s).

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

## **31.ADDITIONAL CONDITIONS**

### **31.1 Resolution of dispute:**

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

### **31.2 Arbitration:**

In the event of failure to settle the dispute amicably between the parties, the same shall be referred to the sole arbitrator Assistant General Manager (Premises & Estate), Government of West Bengal. The award passed by the sole Arbitrator shall be final and binding on the parties. The arbitration proceedings shall be carried out as per the Indian Arbitration and Conciliation Act, 1996 and the rules made hereunder.

### **31.3 Governing Language:**

English language version of the contract shall govern its interpretation.

### **31.3 Applicable Laws:**

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

### **31.3 Indemnification:**

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

### **31.6 Jurisdiction**

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

### **31.7 Saving clause**

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

## **32.Price Variation Clause :**

a. Price variation for Labour component: It will be given, based on the actual rise in the minimum wages structure, as per applicable notifications issued by the Central/ State Govt, whenever applicable along with the statutory compliance. After occurrence of any such incidence, the Contractor will raise a separate bill, quarterly, clearly showing the difference in minimum wages between the current minimum wage and during the time of bidding, the calculation of statutory compliances and the Service charge of the Contractor at prorated basis considering @ Rs. 1000.00 per employee per month. However, all taxes will be mentioned separately and paid by the SBI at actual as applicable. The SBI/SBIIMS will scrutinize the calculations and make all endeavour to pay the dues within 21 days from submission of the bill.

b. Price Variation on Material Component, pest control, housekeeping & horticulture: No escalation of Material component will be allowed during the contract period of 1 Years.

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

**33. Validity of Contract:**

The contract, if awarded shall be valid for a period of 1 Years from the date of award of work. Subject to continuous satisfactory performance. In case of breach of contract or in the event of not fulfilling the minimum requirements/ statutory requirement/ satisfactory services etc., the Bank shall have the right at any time to terminate the contract forth with in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative action for black listing etc. solely at the discretion of the competent authority of the SBIIMS/SBI.

Yours faithfully,

Sd/-

**Vice President & Circle Head (SBIIMS)**

**TERMS AND CONDITIONS**

1	All Cleansing materials of reputed brands approved by the Bank/SBIIMS should be supplied by Contractor, within maintenance service contract.
2	The Contractor shall carry out improvements as may be necessary for ensuring satisfactory service and shall take due notice of complaints made by the staff members. The Contractor, duly attending to the complaint, shall submit the Complaint Register to the Officer(Maintenance) every day and to Assistant General Manager, Premises & Estate Department at LHO in case of Guest Houses and to the in-charge of the respective training centres for SBILDsonce in a week for further putting up to the Competent Authority.
3	i)The Contractor shall be liable to comply with all rules and regulations in respect of all the labour laws and statutory requirements, including fire safety regulations and other regulations, which are in vogue or will become applicable in future.
	ii)The Contractor shall accept and bear full and exclusive liability for the payment of any or all taxes etc. (Except GST), now in force or hereafter imposed, increased and revised from time to time by the Central or State Government or by any other local authority with respect to provision of services or arising out of or in connection with wage, salaries, or other compensations paid or payable to persons employed by the Contractor.
	iii)The Contractor shall fully comply with all the applicable laws, rules and regulations relating to P.F. Act including the payment of P.F. contributions, Minimum Wages Act, Workmen's Compensation Act, ESI, CL(R&A) Act. Essential Commodities Act, Migrant Labour Act and / or such other Acts or Laws or regulations passed by the Central & State, Municipal and Local Government agency or authority, including T.D.S. as per I.T. Act, applicable from time to time. Applicable GST shall be paid extra.
	iv)The Contractor shall be responsible for proper maintenance of all Registers, Records and Accounts as required under the applicable laws / statutory provisions and or Rules / Regulations framed there under. The Contractor shall be responsible for maintaining records pertaining to payment of Wages Act and also for depositing the P.F. contributions, ESI contribution if required, with authorities concerned. Penalties, if any, imposed by the concerned authorities will be recovered from the payments to be made to the contractor.
	v)The Contractor shall bind himself and shall indemnify and hold the State Bank/SBIIMS of India, LHO, Kolkata in respect of this contract, including all claims, damages proceedings, Costs, charges and or any expenses whatsoever which may be imposed, enforced or brought against the State Bank/SBIIMS of India or any of its Officers or employees for reasons of or consequent upon any establishment or default on the part of contract or in respect of violation of any of the provisions of Law / Act /Rules or Regulations having the force of Law or under any Award or decision by any competent Tribunal, Court or Authority in respect of the workmen or any one employed/ engaged by the Contractor in connection with this contract. This indemnity shall survive even after termination of the contract. The courts at Kolkata shall have exclusive jurisdiction in respect to any disputes that may arise/occur out of this tender.
	vi)The Contractor shall be responsible for all the claims of his employees and the employees of the Contractor shall not make and claim whatsoever against the State Bank/SBIIMS of India, Kolkata. The Contractor's workmen will not have any right whatsoever to get absorbed in the State Bank/SBIIMS of India. All personnel/workmen/staff provided by the contractor will be on the pay rolls of the contractor and there will be no employee -employer relationship between them and Bank/SBIIMS.
	vii)The Contractor shall engage fully trained and adequately experienced workmen, who are medically fit. They should be free from any infections.
	viii)The Contractor shall obtain adequate insurance policy / policies in respectof his workmen to be engaged for the work, towards meeting the liability of compensation arising out of death / injury / disablement at work etc. The Contractor shall provide weekly off / holidays to his workmen as per applicable laws / labour laws but it will be his responsibility to ensure uninterrupted services to the Bank/SBIIMS on all days.
	ix) House-keeping and maintenance services are to be done in such timings that the occupying guests will not be disturbed in any way.
4	In case the Contractor, or any of his employees, fails to fulfill his obligations for any day or any

	number of days to the satisfaction of the Bank/SBIIMS, for any reason whatsoever, the contractor shall pay by way of liquidated damages up to 5% of the monthly bill and the Bank/SBIIMS shall without prejudice to its other rights and remedies, shall be entitled to deduct such damages from the money, if any, payable to the Contractor.
5	The Contractor shall bear all the costs and expenses in respect of all charges, including stamp duty, registration etc. of this agreement and/or any other documents/agreements, which are required to be executed.
6	The contractor will ensure warding off stray animals in Guest House/Bank/SBIIMS's premises.
7	The Contractor's rate shall remain firm throughout the contract period. The services will cover all the existing rooms at both the guest houses, Officers' as well as Senior Executive Chummeries, Community Hall and any rooms to be covered under guest house/holiday home/training centres in future.
8	<p>A system of checking the quality of services by the Contractor will be as under: -</p> <p>i) Care taker/Supervisor of the Contractor will visit all the sites with Officer (Maintenance) / Engineer at convenient time and record their findings on a register (format to be prescribed).</p> <p>ii) Care taker/Supervisor of the Contractor will arrange to obtain a weekly certificate on a register regarding the Jobs done by his employees at all the sites.</p> <p>iii) Care taker/Supervisor of the Contractor will also visit the pathways at campuses along with Officer (maintenance) / Engineer (Civil) and record their findings on the prescribed register on cleanliness of the open area in the campus area and daily completion of other contract works for all the sites and all other works as deemed to be fit by the supervisor by the SBI/SBIIMS.</p> <p>iv) The above registers will be maintained at the respective locations. As per records of the registers the Bank/SBIIMS will arrange to impose penalty at the time of release of payment to the Contractor every month. Each deficiency should attract penalty of the 1 day's, 1 labor's cost, or 3.33% of the aggregate monthly contract value, subject to the minimum of Rs 5000/- per day.</p>
9	<b>Responsibility of the Contractor</b>
(a)	<p>(i) Contractor must have a valid license under Shops &amp; Establishment Act, 1988 (that regulates working conditions and employment conditions of the employees). The Registration certificate is issued by Labour Dept. of the State for a calendar year and it has to be got reviewed by the Contractor every year.</p> <p>ii) The Contractor has to pay the minimum wages (Central Government wages) to his employees and shall also pay ESI and PF contributions and comply with all rules and regulations.</p> <p>iii) The Contractor must maintain the following register:-</p> <p>a) Attendance Register.</p> <p>b) Wages Register.</p> <p>c) Leave Register.</p> <p>d) Register of fines.</p> <p>e) Register of advances.</p> <p>f) Register of deductions on account of damage or loss caused to the employees.</p> <p>h) Register for Contract employees.</p> <p>j) Contractor shall submit half yearly return before 30 days of completion of half year for the previous half year.</p>

	<p>j) Every Contractor shall issue a wage slip to his employee at last 1 day prior to disbursement of wages.</p> <p>k) All the records to be retained for a period of 3 calendar years.</p> <p>l) Contractor shall possess own ESI code number and remit of ESI contribution before 10th of every month and submit a copy of the challan to the principal employer.</p> <p>m) Every Contractor shall maintain an Inspection book in which the Inspector visiting may record his remarks. The Inspection book shall be of 18 x 15 cms size bind book. The first page of the book shall contain the following particulars: -</p> <p style="text-align: center;">Name and address of the establishment. Registration No. Name of employees. Father's name. Postal address.</p> <p>All the above registers/records should be available for inspection /scrutiny by the officials of the Bank/SBI/MS at each place/location separately.</p>
b)	Contractor shall maintain the First Aid Box in the Establishment with the prescribed contents.
c)	The contractor shall abide by "The Prohibition of Employment as Manual Scavengers and their Rehabilitation Act-2013"
d)	The contractor shall pay monthly wages within the 7 <sup>th</sup> day of the succeeding month in the Bank account of the persons engaged by him. If in case advance payment of wages in part or full is made, that shall be only through his/her Bank account maintained with SBI.
e)	The contractor shall obtain food license from competent authority.
f)	The contractor/caretaker shall arrange to shift any guest falling sick to the nearby hospital if required.

### **MATERIALS AND CONSUMABLES**

Cost of Materials & Consumables will be reimbursed on production of purchase Challan/ Bills on actual basis after due verification / satisfaction of supply of materials/ consumables by our department/ officials. Contractor has to maintain a stock register for proper controlling of materials/ consumables. The consolidated bills of materials / consumable will be produced for payment on monthly basis along with the contract bill.

**SCHEDULE OF MANPOWER**

Details of persons to be provided by the contractor to carry out the maintenance, house- keeping and catering work smoothly for all the above works taken together.

SL. NO.	LOCATION	HOUSEKEEPER (Unskilled)	COOK (Semi-Skilled)	SUPERVISOR/ELECTRICIAN/PLUMBER (Skilled)	TOTAL
1	Senior Officers' Guest House at Ronald shay Road at Kolkata	5	2	1 Supervisor	8
2	Officers' Guest House at Salt Lake, Kolkata	4	2	----	6
3	Officers' Guest House at Convent Road, Kolkata	3	2	----	5
4	Officers' Guest House at Golf Club, Kolkata	2	2	---	4
5	Holiday Home at Digha	7 +3(Gardener)	2	1 Supervisor + 1Electrician + 1 Plumber)	15
6	State Bank Institute of Learning and Development at Salt Lake	19	3	1Supervisor + 1 Plumber	24
7	State Bank Institute of Learning and Development at Durgapur. Additional hostel block at David Hare Complex (Proposed)	8+6	2+1	1 Supervisor	18
8	State Bank Institute of Learning and Development at Siliguri (Proposed)	15	2	1 Supervisor	18
	Total	<b>72</b>	<b>18</b>	<b>4</b>	<b>98</b>

**Note: No. of manpower and category are tentative and subject to change.**

## **Annexure-A**

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

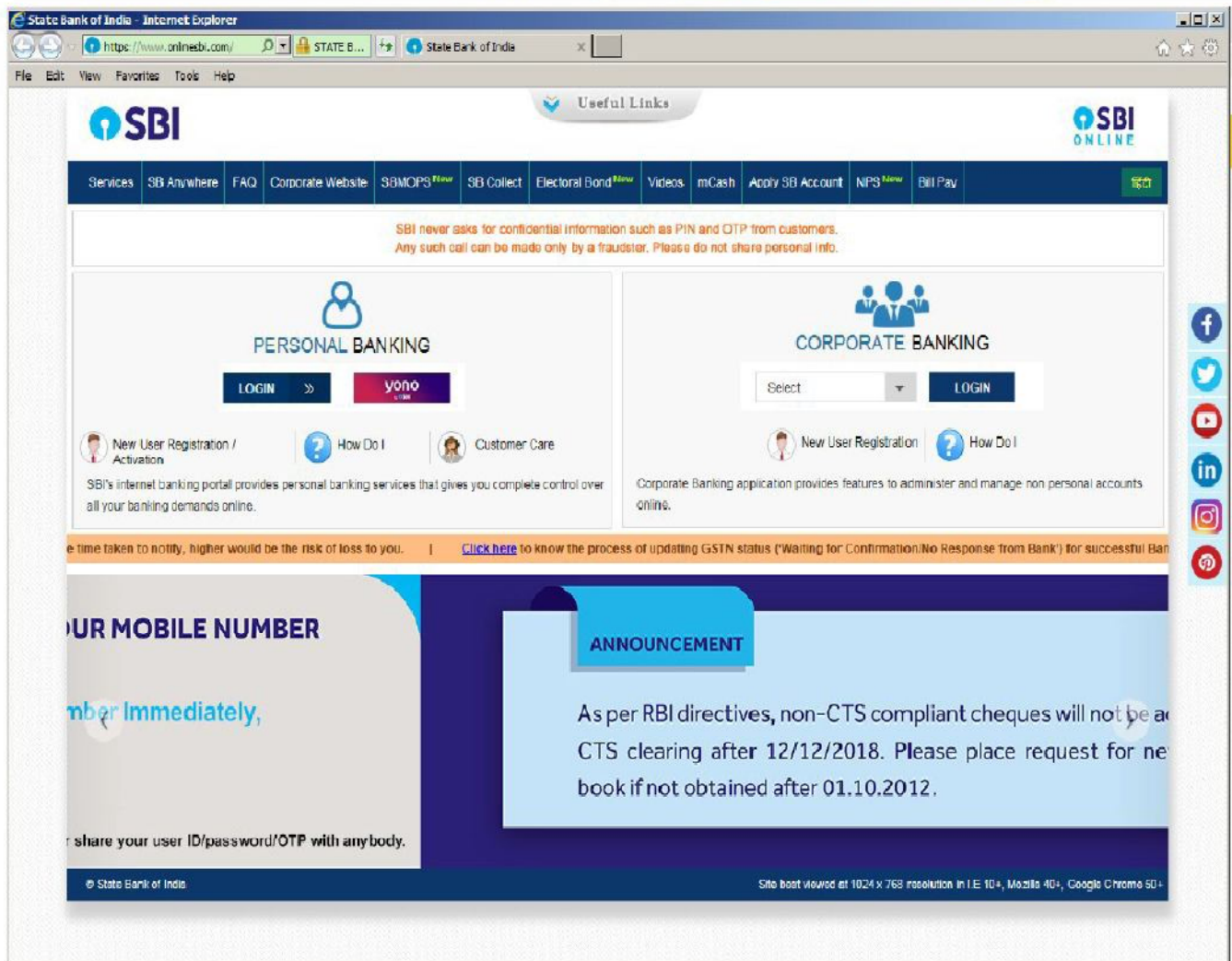
1. The Vendor needs to use SBI internet banking site <http://www.onlinesbi.com/>.
2. Select **"SB Collect"** from Top Menu, that will lead to the next page:
3. **"Proceed"** will lead to the next page"
4. Select **"All India"** in State of Corporate/Institution" & select **"Commercial Services"** in "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 Vender 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 vender, whether dealing with SBI or other bank can use the 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 vender himself.**



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



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

**State Bank Collect - Internet Explorer**

Products & Services Know More

**STATE BANK COLLECT**  
A MULTI-MODAL PAYMENT PORTAL

**DISCLAIMER CLAUSE**

**Terms Used**

- > Corporate Customer: Firm/Company/Institution (F/C/I) collecting payment from their beneficiaries.
- > Users: The beneficiary making a payment to F/C/I for the service/goods availed.
- > Bank shall not be responsible, in any way, for the quality or merchantability of any product/merchandise or any of the services related thereto, whatsoever, offered to the User by the Corporate Customer. Any disputes regarding the same or delivery of the Service or otherwise will be settled between Corporate Customer and the User and Bank shall not be a party to any such dispute. Any request for refund by the User on any grounds whatsoever should be taken up directly with the Corporate Customer and the Bank will not be concerned with such a request.
- > Bank takes no responsibility in respect of the services provided and User shall not be entitled to make any claim against the Bank for deficiency in the services provided by the Corporate Customer.
- > The User shall not publish, display, upload or transmit any information prohibited under Rule 3(2) of the Information Technology (Intermediaries Guidelines) Rules, 2011.
- > In case of non-compliance of the terms and conditions of usage by the User, the Bank has the right to immediately terminate the access or usage rights of the User to the computer resource of the Bank and remove the non-compliant information.

☒ I have read and accepted the terms and conditions stated above.  
(Click Check Box to proceed for payment)

**Proceed**

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"Proceed" will lead to the next page:

**State Bank Collect - Internet Explorer**

State Bank Collect - State Bank Mops

State Bank Collect / State Bank Collect

**State Bank Collect** 09-Jan-2019 [12:23 PM IST]

Select State and Type of Corporate / Institution

State of Corporate / Institution \*

Type of Corporate / Institution \*

**Go**

Mandatory fields are marked with an asterisk (\*)

State Bank Collect is a unique service for paying online to educational institutions, temples, charities and/or any other corporates/institutions who maintain their accounts with the Bank.

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

“Go” will lead to the next page:

The screenshot shows the State Bank Collect website in Internet Explorer. The browser address bar displays <https://www.onlinesbi.com/sbico>. The page header includes the SBI logo and "State Bank Collect". Below the header, there is a navigation bar with "State Bank Collect" and "State Bank Mops". The main content area has a section titled "State Bank Collect" with a timestamp "09-Jan-2019 [12:25 PM IST]". Underneath, it says "Select from Commercial Services". A dropdown menu for "Commercial Services Name" is shown with the option "-- Select Commercial Services --". Below the dropdown are "Submit" and "Back" buttons. A red banner at the bottom of the form area states "Mandatory fields are marked with an asterisk (\*)". The footer includes "© State Bank of India" and links for "Privacy Statement", "Disclosure", and "Terms of Use".

Select **"SBI Infra Management Solutions"** in Commercial Services Name and **"Submit"**

The screenshot shows the State Bank Collect website after selecting "SBI Infra Management Solutions Pvt Ltd" from the dropdown menu. The page header and navigation bar remain the same. The main content area now displays the selected service with its logo and address: "SBI Infra Management Solutions Pvt Ltd, Ground Floor, Raheja Chambers, Free Press Journal Marg, Nariman Point, Mumbai 400021". Below this, there is a section titled "Provide details or payment". A dropdown menu for "Select Payment Category" is shown with the option "-- Select Category --". Below the dropdown, a red banner states "Mandatory fields are marked with an asterisk (\*)". Underneath, there is a text input field for "Enter Tender ID" and a "Submit" button. A red banner at the bottom of the form area contains the following information: "Mandatory fields are marked with an asterisk (\*)", "The payment structure document if available will contain detailed instructions about the online payment process.", and "Date specified (if any) should be in the format of 'ddmmYYYY'. Eg., 02052008". The footer includes "© State Bank of India" and links for "Privacy Statement", "Disclosure", and "Terms of Use".

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.

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

The screenshot shows the State Bank Collect website interface. At the top, there's a navigation bar with 'State Bank Collect' and 'State Bank Mops'. Below this, a header section displays the company logo and name: 'SB Infra Management Solutions Pvt Ltd' with its address: 'Ground Floor, Ralheja Chambers, Free Press Journal Marg, Nariman Point, Mumbai-400021'. The main content area is titled 'Provide details of payment'. It contains a form with the following fields: 'Select Payment Category' (dropdown menu showing 'TENDER APPLICATION FE'), 'Tender ID' (text field with 'MUM2015010005'), 'Tender Name' (text field with 'Corp 05'), 'Open Date' (text field with '06-01-2019'), 'End Date' (text field with '12-01-2019'), 'Amount in Rupees' (text field with '10000'), 'Vendor Email ID' (text field), 'Vendor GST No.' (text field), 'Vendor Mobile No.' (text field), 'Vendor Name' (text field), and 'Remarks' (text area). Below these fields, there's a section for user verification: 'Please enter your Name, Date of Birth (For Personal Banking) / Incorporation (For Corporate Banking) & Mobile Number. This is required to reprint your e-receipt / remittance(PAP) form, if the need arises.' This section includes fields for 'Name', 'Date Of Birth / Incorporation' (with a calendar icon), 'Mobile Number', and a CAPTCHA field with the text '39E10'. At the bottom of the form are 'Submit', 'Reset', and 'Back' buttons. A footer section contains a copyright notice '© State Bank of India' and links for 'Privacy Statement', 'Disclosure', and 'Terms of Use'.

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:**

1. VENDORS ARE REQUESTED TO SUBMIT THE COPY OF PAYMENT RECEIPT OF TENDER APPLICATION FEE ALONG WITH THE TECHNICAL BID IN HARD COPY.
2. VENDORS ARE REQUESTED TO CONTACT THE CONCERNED EIC FPR ANY FUTHER QUARRY RELATED TO THIS PROJECT.