



**SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD., (SBIIMS),  
(WHOLLY OWNED SUBSIDIARY OF SBI)  
GUWAHATI CIRCLE OFFICE**

<b>Sl. No.</b>	<b>Description</b>	
<b>(a)</b>	<b>Tender ID</b>	<b>GUW201908087</b>
<b>(b)</b>	<b>Tender Name</b>	Pre-qualification of vendors for Catering & Caretaking Services at the following SBI Guest House/Transit Camps :-  i) <b>Officers' Guest House, Panjabari, Guwahati</b>  ii) <b>Kaziranga Officers' Transit Camp</b>  iii) <b>Senior Officers Guest House, Sarumotoria, Guwahati</b>
<b>(c)</b>	<b>Ending Date of Tender</b>	09.09.2019 upto 02:00 PM
	<b>Opening Date of Tender</b>	23.08.2019
<b>(d)</b>	<b>Tender Fee Amount</b>	Rs.1,000.00 (Rupees One thousand only)

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**1. NOTICE INVITING APPLICATIONS (TENDER ID CODE) NO.GUW201908087 DATED 19.08.2019  
PRE-QUALIFICATION OF VENDORS  
FOR PROVIDING CATERING & CARETAKING SERVICES  
at State Bank Of India  
i) Officers' Guest House, Panjabari, Guwahati  
ii) Kaziranga Officers' Transit Camp and  
iii) Senior Officers Guest House, Sarumotoria, Guwahati.**

On behalf of State Bank Of India(hereinafter referred to as **SBI**), L.H.O., Guwahati, applications are invited by **SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.** (hereinafter referred to as **SBIIMS**) from **eligible intending vendors** for **PRE-QUALIFICATION OF VENDORS FOR PROVIDING CATERING & CARETAKING SERVICES** at the captioned Officers' Guest House/Transit Camps as under :-

1.	<b>Scope of the Work</b>	: <b>CATERING SERVICES</b> (Services of providing all meals viz. Bed tea, breakfast, lunch, evening tea/coffee with snacks, dinner for the occupants as per menu decided by SBI)  <p align="center">&amp;</p> <b>CARETAKING SERVICES</b> (Cleaning and Housekeeping of the premises) at <b>SBI Guest Houses/Transit camps/Offices etc. in North eastern Circle.</b>  <b>e-Tender for Price Bid will be floated separately for the following Officers' Guest House/Transit camps among the qualified vendors :-</b>  <ul style="list-style-type: none"> <li><b>i) SBI Officers Guest House, Panjabari, guwahati.</b></li> <li><b>ii) SBI Officers' Transit Camp, Kaziranga, Assam.</b></li> <li><b>iii) SBI Senior Officers Guest House, Sarumotoria, Guwahati</b></li> </ul>
2.	<b>User Department</b>	: Premises & Estate department, State Bank of India, Local Head Office, Guwahati, Assam (hereinafter referred to as <b>user</b> )
3.	<b>Availability of Application-cum-tender documents</b>	: <b>Application-cum-tender documents</b> can be downloaded from the Bank's website <a href="http://www.sbi.co.in">www.sbi.co.in</a> under section ' <b>Procurement news</b> ' from 23.08.2019 <b>to 09.09.2019</b>

4.	<b>Technical Bid</b>	: The Application-cum-Technical Bid( <b>Hard copy</b> ) with all supporting documents should be submitted in a sealed cover containing the name and complete address/contract number of the vendor on the cover and bear the title " <b><u>Application for pre-qualification of vendors for providing catering &amp; caretaking services at SBI Guest Houses/Transit camps</u></b> " in the " <b>TENDER BOX</b> " kept at 3 <sup>rd</sup> Floor, "A" Block of Local Head Office Building of State Bank of India, Guwahati on or before 09.09.2019 <b>upto 02:00 PM</b> alongwith the followings :-  i) <b><u>Tender Processing Fee</u></b> amounting to ₹1000.00 ( <b>Rupees One thousand only</b> ) (Non-Refundable) to be paid only through State Bank Collect(SB Collect an efficient MIS report generating tool). The steps involved in making the payment is provided at Annexure-D.  The receipt generated with a the Reference No. will be submitted along with the Technical Bid.  ii) <b><u>Earnest Money Deposit (EMD)</u></b> amounting to <b>₹50,000.00(Rupees Fifty thousand only)</b> to be deposited to the Bank's A/C No. 10242804581 (Name of the Account :- SBI, LHO, PREMISES & ESTATE Department Misc. Deposit account, maintained at SBI, Dispur Branch, IFSC code-SBIN0003030) <b>ONLY THROUGH ON-LINE TRANSFER (WHOSE WHO DEPOSIT BY CASH IN THE BANK, SBIIMS MAY DISQUALIFY THEM IN TECHNICAL BID</b> and submit the deposit voucher copy as proof of deposit of the amount.
5.	<b><u>Date and Time of opening of Technical Bids</u></b>	<b>On 09.09.2019 at 03.00 PM</b>  Authorised representatives of vendors may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the vendors representatives. After opening, the Technical Bids will be evaluated on the basis of the minimum eligibility criteria specified in this Tender including deposit of specified amounts for the Tender Processing Fee and Earnest Money as mentioned above. Technical Bids without Tender Processing Fee and Earnest Money Deposit will be summarily rejected.
6.	<b>Contact details for any clarification</b>	: The Circle Head & The Assistant Vice president, SBI Infra Management Solutions Pvt. Ltd. Guwahati Circle Office, 3rd Floor, SBI, LHO Building, Guwahati, Dispur-781006, <b>Ph: 0361-2237509</b> <b>Mobile No.9435047923(GIRISH CHOUDHURY)</b>
7.	<b>Pre-Bid Meeting</b>	A pre-bid meeting will be held in the office of the undersigned (SBIIMS) Circle Office, Guwahati at 03:00 PM on 30.08.2019 wherein the bidders may seek clarification required by them, if any, relating to terms & conditions of the tender.
8.	<b>Notes:</b>	
a)	In case the date of submission of Technical Bids / Pre-Bid Meeting is declared as a holiday, the date will be considered on the next working day at the same time.	
b)	Vendors who do not fulfill the minimum eligibility criteria need not apply. Any incomplete application and / or not fulfilling the minimum eligibility criteria will be summarily rejected. Moreover, the conditional application (Technical Bids) are liable for rejection.	

c)	The EMD of the unsuccessful applicants in Technical Bid shall be returned on finalisation of the empanelment.
d)	All pages of the Technical Bid documents should be serially numbered and shall be signed by the authorized person(s) of the applicant only. The person(s) signing the bid shall sign all pages of the bid and official stamp should be affixed on each page.
e)	Application-cum-Technical Bid with documents received after the due date and time will not be considered and be summarily rejected
f)	Applicants are advised to fill in the details asked for strictly as per the enclosed forms. Applications may be rejected if relevant details are not furnished in prescribed formats and also which do not meet the qualification requirements.
g)	In case multiple applications from the same bidder is received, all the bids of such bidders shall be liable to be cancelled.
h)	Corrigendum, if any, is to be followed as published in SBI website <a href="http://www.sbi.co.in">www.sbi.co.in</a> under Procurement news only.
i)	The SBIIMS reserves the right to cancel or postpone or modify the tender at any stage without assigning any reason thereof.
	<b>Circle Head &amp; Assistant Vice President(Civil)</b> <b>SBIIMS, Circle office, Guwahati.</b>

#### Annexure-D

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

1. The Vendor needs to use SBI internet banking site <https://www.onlinesbi.com/>.
2. Select "**SB Collect**" from Top Menu, that will lead to the next page:
3. "**Proceed**" will lead to the next page:
4. Select "**All India**" in "State of Corporate / Institution " & Select "**Commercial Services**" in "Type of Corporate / Institution".
5. "**Go**" will lead to the next page:
6. Select "**SBI Infra Management Solutions**" in Commercial Services Name and "**Submit**"
7. Select "**Tender Application Fee**" in "Payment Category" and enter the "**Tender ID**" exactly as we preloaded with characters in Uppercase only in place of Circle Codes.
8. The next Page will be ready with few of the Preloaded Tender Details:
9. The Vendor will have to fill up the fields properly and upon making the payment a receipt will be generated with a Reference No.

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

## 2. MINIMUM ELIGIBILITY CRITERIA FOR QUALIFYING IN TECHNICAL BID :-

### A. Only those applicants who possess the following eligibility criteria should apply along with the documentary proof.

The applicant shall be an established firm having adequate similar experience in providing for both regular catering services(providing all meals viz. bed tea, breakfast, lunch, evening tea/coffee with snacks, dinner **regularly for minimum 30 persons per day**) and caretaking services(Housekeeping & maintenance for **minimum 2000 sq. ft. areas**) services for **minimum 1(one) year contract period** in Training Institutes/Guest Houses/Transit Houses/Hostels of PSU/ nationalized Banks/State and Central Govt. Organizations/ reputed Universities, Autonomous Institutes and Corporate Entities of repute etc. **during last 7 years**. The experience of catering may either be in the same organization in which the firm has been providing caretaking services or it may be in a different organisation of the eligibility type). However, **Partial bids (only for catering service or only for caretaking services)** will not be entertained.

- i) The Applicant's **average Annual Financial Turnover during last 3(three) years** should be at least **INR 10.00 lakh**.
- ii) **Bank's solvency certificate** amounting to **INR 10.00 lakh**.
- iii) The applicant must possess valid certificates / license for food catering services from the Central Licensing Authority under Food Safety and Standards Act,2006 as applicable.
- iv) **The applicant must be in continuous operation for the last 3(Three) years.**
- v) **The Tenders from Individual/Firms/Organisations including their Partners/Directors who have been blacklisted/prosecuted by any departments/statutory bodies, anywhere in India or by any Court of Law, shall not be considered.**
- vi) The Tenderer must be having sufficient number of experienced staff.
- vii) The cut-off date for reckoning experience would be 30<sup>th</sup> June, 2019.
- viii) Bidder should have Office at Guwahati or should be in position to open office in Guwahati within 3 months of receiving work order, failing which the contract will be terminated by Bank.

### B. The vendors should possess the following supporting documents and must submit self-attested photocopies of the following supporting documents along with application-cum-Technical Bid:

- a) Valid Certificate / License from the appropriate authority( the Central Licensing Authority under Food Safety and Standard Act,2006).
- b) PAN Card in the name of the proprietor/firm/company.
- c) Goods & Service Tax(GST) registration.
- d) Documents supporting Applicant's average **Annual Financial Turnover** during last 3(three) years for minimum **INR 10.00 lakh**.
- e) Details of sufficient experienced Staff engaged by the firm.
- f) Latest valid Bank's solvency certificate amounting to **INR 10.00 lakh**.
- g) Income Tax return for last 3(three) years.
- h) Work order & completion/in operation satisfactory certificate from the clients whose work has been undertaken in the last Seven years.
- i) Document as proof of year of Establishment of the firm with not less than 3(Three) years
- j) Trade License.
- k) Details of Bidder's Office at Guwahati or an undertaking to establish the office at Guwahati within three months from the date of issue of the work order.
- l) EPF & ESI registration.
- m) Labour license.

**3. APPLICATION –CUM- TECHNICAL BID FORM :-**

(Please strike-off which is not applicable.)

1.	a) Name of the applicant/organization	
	b) Full Postal Address of the Firm  c) Contact Details (i) Phone No. (ii) Mobile No. (iii) Fax No. (iv) E- mail address.	
2.	Year of establishment <b>Please enclose documentary evidence</b>	
3.	Constitution of Firm <b>Enclose certified copies of documents as evidence.</b> Sole proprietorship/ Partnership /Private Ltd. / Ltd. Co. / Any other (Please specify)	
4.	Name of the Proprietor/Partners/Directors of the organization/firm <b>Enclose certified copies of document as evidence.</b>	
5.	Name/s of authorized signatory with designation	
6.	Mode of Authorization <b>Enclose certified copies of document as evidence</b> Resolution / Partnership Deed / Registered Power of Attorney / Proprietor / Any Other ( Please specify)	
7.	Details of registration-whether partnership firm, company, etc. Name of registering authority, date and registration number (Note: <b>partnership firms not registered with the appropriate authority need not apply</b> ), if any <b>Enclose certified copies of document as evidence.</b>	
8	Details of valid certificates / license for food catering services from the Central Licensing Authority under Food Safety and Standards Act,2006 as applicable. <b>Enclose certified copies of document as evidence</b>	
9.	Whether registered with Govt. /Semi Govt./Banks/CPWD/Municipal Authorities or any other Public Organization and if so, since when? (Enclose certified copies of document as evidence). i. Name of Organization  No. & Date of Registration ii. Name of Organization  No. & Date of Registration iii. Name of Organization  No. & Date of Registration	<b>Yes/No</b>
10.	No. of years of experience in the field and details of work in any other field.	
11.	Yearly turnover of the organization during last 3 (three) years (year wise) and furnish balance sheet and Profit & Loss A/c. for the last 3 years.	

12.	Banker's Details (i) Banker's Name (ii) Full Postal Address (iii) Telephone No. (iv) Account No. (v) Type of Account	
13.	Bank's Solvency Limit ( Please enclose latest valid Solvency certificate from the Banker for minimum Rs.10.0 Lakh)	
14.	PAN No. (Income tax) <b>Enclose certified copies of document as evidence</b>	
15.	Goods & Service Tax(GST) No. <b>Please enclose documentary evidence</b>	
16.	Whether last three years IT returns filed (Pl. enclose certified copies of the IT returns of the last three FY years	
17.	Details of similar works in operation/completed	Please fill up enclosed Annexure -P & enclose copies of work completion /in operation certificates
18.	Details of Key Personnel Permanently employed.	
19.	Other infrastructural information to be used/referred for this work .	
20.	Furnish the names of -3- responsible persons along with their designation, address, telephone no., etc., for whose organization, you have completed / in operation for similar jobs and who will be in a position to certify about the performance of your organization.	
21.	Whether any Civil Suit/litigation arisen in contracts executed during the last 10 years. If yes, please furnish the name of the employer, nature of work, contract value, work order and brief details of litigation. Give name of the Court, place, and status of pending litigation. Attach a separate sheet if required.	
22.	Information relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed off during the last ten years by an arbitrator. If so, the details of such litigation are required to be submitted. <b>(The Tenders from Individual/Firms/Organisations including their Partners/Directors who have been blacklisted/prosecuted by any departments/statutory bodies, anywhere in India or by any Court of Law, shall not be entertained).</b>	
23.	Please mention whether your any relative(s) is (are) working in the State Bank of India with the name, relationship, address etc.	<b>Please submit declaration certificate as per Annexure-2.</b>
24.	Registration details for the EPF/ESI/Labour License/Trade License details under the Labour Contract Act. as applicable.	

I/We have read and understood the Press notice, Pre-qualification Notice & this Application form along with Annexure and my/our firm fulfills the ELIGIBILITY CRITERIA FOR QUALIFYING IN TECHNICAL BID described in this TENDER Notice.

(SIGNATURE OF AUTHORIZED SIGNATORY)

I/We hereby confirm and certify that the information given above is correct and true and the enclosures annexed herewith are genuine to the best of my / our knowledge.  
I/We are authorized to sign and submit these documents.



I /We understand that if any stage it is found / noticed by SBIIMS that any information thus provided by us is untrue / incorrect partly or fully and in case of receipt of adverse / unsatisfactory report from other clients / Bankers, SBIIMS may not consider our application or may take any appropriate action against us.

I /We also understand that partly / wrongly filled application and / or applications not on prescribed pro-forma and / or applications not accompanying relevant documents / enclosures / annexed documents may liable to be summarily rejected by SBIIMS.

I / We understand that this is merely an application & does not entitles me /us to be necessarily qualified in Technical Bid by SBIIMS and SBIIMS reserves the right to reject all and / or any application without assigning any reason whatsoever.

**All the terms & conditions etc. mentioned in this Tender are acceptable to us.**

(SIGNATURE OF AUTHORIZED SIGNATORY)

NAME:

SEAL OF THE FIRM

PLACE:

DATE :-

**Note: Please enclose all the Annexure with relevant supporting documents duly self attested.**

#### Annexure-P

List of clients whose work has been undertaken/in operation for the last 7 years (copy of work orders to be attached):

Sr. No.	Name of the Client, Location, and Name and Mobile No. of Contact Person	Details of Catering & Caretaking services	Number of Employees engaged	Contract Value/Total Monthly Bill amount (Rs.)
1				
2				
3				

Signature of Authorized Representative \_\_\_\_\_

Name of Authorized Representative \_\_\_\_\_

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

Place: \_\_\_\_\_

Note: SBIIMS may make telephonic or written inquiries about the work done, including satisfaction of the client, and may also visit the client sites. Vendors should note that by providing the names of the clients in this form, they are authorizing SBIIMS to make inquiries about them with those clients.

#### **4. SCOPE OF CATERING SERVICES :-**

**CATERING SERVICES** for providing all meals viz. tea, breakfast, lunch, dinner regularly for 26 trainees or more/less persons per day depending upon the programme held as under :-

A) Both vegetarian and non-vegetarian meals will be served according to the menu decided by the SBI and will be indicated in each e-Tender for Price Bid for each guest house/Transit camps separately as per requirement of SBI. Tentative Timing of the meals will be as under :-

- i) Bed Tea** :- 6.00 AM – 7.00 A.M
- ii) Breakfast** :-8.30 AM to 9.30 AM
- iii) Fore-noon Tea** :-11.15 AM to 11.30 AM
- iv) Lunch** :-1.15 PM to 2.00 PM
- vi) Afternoon Tea** :- 3.15 PM – 3.30 PM
- vii) Evening Snacks with tea / coffee** :- 5.00 PM – 5.30 PM
- viii) Dinner** :- 8.30 PM – 9.30 PM

#### **B) GENERAL REQUIREMENTS :-**

a. The following arrangements will be under the scope of the Bank :-

Cooking utensils, appliances, crockery, cutlery, table linens, plates, Tumblers / Jugs in the guest rooms, supply of napkins, neat towels, Refrigerator, Micro-oven, Gas connection including refills, hot plates etc. as required at site to site. The Bank will, also, supply furniture i.e. the requisite number of dining tables, chairs, crockery cabinets, in the Dining Hall as per requirements.

b. The Contractor will engage bearers / waiters including cooks exclusively for the kitchen / Dining Hall. The bearers/waiters shall be provided with appropriate uniforms by the Contractor at his own expenses and the Contractor shall ensure that the bearers/ waiters are in uniform and wearing gloves and caps while serving tea / coffee, lunch / dinner, etc.

c) The Contractor will also engage a separate set of workers/labourers for Caretaking (maintenance) services. They shall also be provided with appropriate uniforms by the Contractor at his own expenses, differentiating them from those engaged in Catering services and the Contractor shall ensure that the workers/labourers are in the uniform while they are on duty. Any default will lead to penalty per person out of uniform

d) The bearers/ waiters/ workers will be the workmen of the Contractor only and there shall be no relation of employee & employer, master & servant etc between the bearers/ waiters/ workers engaged by the Contractor & the Institute (Bank). In no case they shall claim to be the employees of the Bank or the Institute. Nor they shall claim their wages/ any compensation etc. from the Institute as they shall be the sole responsibility/ liability of the Contractor.

- e) The Contractor shall have to engage the services of only major, able, efficient, healthy, honest and well-behaved person for cooking, catering, cleaning, etc. at his cost and responsibility. These person shall be considered for all legal and contractual purposes as the employees of the Contractor himself. The Contractor will have full control and responsibility for the service conditions, wages, claims, damages, compensation, etc. in respect of employees appointed by him and will also be responsible for the due compliance with all the requirements of all statutory obligations and to pay all claims, costs, damages, expenses , fine or penalties, which may arise out of any claims, suit or prosecution for contravention thereof. The Contractor shall comply with all the statutory laws and local laws like Labour Laws, Payment of Minimum Wages Act, ESI, Employee's P F Act, Insurance Act, etc and the Contractor undertakes, accepts and admits absolute and complete responsibility for service conditions etc as said herein. The Contractor will have to supply and get verified a list of bearers/waiters/workers engaged by him on daily basis along with the next day's menu of meals. Any default will be considered a deficiency in services
- f) The Contractor shall arrange and pay for policy under the Public Liability Insurance Act, 1991 & ensure and keep insured all materials which are or have been declared to be hazardous under the notifications issued or that may be issued from time to time under the above said Act or any Rules framed there under and which are used by the Contractor during the course of the services under the contract. The Contractor shall also obtain adequate insurance policy in respect of his workmen engaged for the service, towards meeting the Liability of compensation arising out of death, injury/ disablement at work etc. & shall regularly and punctually pay each and every premium as & when the same shall become due during the currency of the contract and provide a copy to the Institute for record.
- g) The Contractor will ensure high quality of services. The Contractor or his authorized Manager will always be present while breakfast, lunch and dinner are being served in the Dining Hall at the premises and during pre-lunch and post-lunch tea / coffee breaks. The Contractor will also call on the In-Charge of SBI user deptt. atleast thrice a week or whenever requested, to discuss the arrangements, complaints regarding the running of the mess.
- h) The user deptt. reserves the right to get the sanitation arrangements in the mess checked by the Health Department or any competent authority and it will be the sole responsibility of the Contractor to keep the kitchen / mess in good sanitation with use of disinfectants. It should be ensured that no insects/cockroach etc., are found in the food. Any deviation will lead to penalty.
- i) One room-cum-store with one single bed to the Contractor for his use. The Contractor will ensure that no other person / outsider is allowed to use the bed-room allotted to him. No living quarters will be provided by the Bank for the kitchen staff/bearers/waiters/workers. The Contractor will also ensure that his staff does not trespass the office/hostel premises except while on duty.
- j) The Bank will provide water supply and electricity but not electric power for cooking.

Other terms & conditions including penalty clauses would be incorporated in the tender document while conducting e-tender guest house/transit camp wise.

**Note:** All the above-mentioned scope of works is indicative and not exhaustive and it will vary Guest House to Guest House; Bank reserves the right to add/delete any work under the scope of work.

## **5. SCOPE OF CARETAKING SERVICES :-**

**CARETAKING SERVICES for providing** Cleaning and Housekeeping services of the premises of the Guest House/Transit Camps including all rooms/other areas/parking/surrounding areas, lobbies etc. as applicable.

The contractor shall be responsible for performance of under noted duties :-

### **A) CLEANING :**

The Contractor shall maintain the premises regularly in the context of Sweeping, brooming, washing and cleaning of the floors, cleaning and dusting of furniture, fixtures & fittings in the entire premises of the Guest House/Transit Camps and other miscellaneous cleaning such as cleaning electrical fittings, doors, windows, furniture, etc. The sanitary fittings shall always be kept in first class condition by using the necessary cleaning materials such as Phenyl, Naphthalene balls, Vim and acid, chemicals, liquid soaps etc.. The mess and kitchen premises shall be swept and cleaned at least three times a day. Responsibility for getting the blocked flush systems/ gutters cleaned shall be that of the Contractor. The Contractor shall also arrange for daily spray of Baygon/Good Night/ All Out to keep the rooms/bathrooms/Dining Halls / Class rooms / Corridors free from mosquitoes/ cockroaches/ pests.

### **B) HOUSE KEEPING :-**

The housekeeping shall include making the beds of the rooms i.e. spreading bed-sheets on bed, bed sheets under quilts/blankets, bed covers, changing of the bed-sheets, pillow covers, handling of curtains, etc to maintain a 5\*(Five Star rated) hotel ambience in the hostel rooms. The bed-sheets, bed covers, pillow covers, towels shall be got washed by the Contractor only from the washerman (to be approved by the Bank). The charges thereof shall be paid by the Bank at the rates decided from time to time. The total stock of bed covers/ sheets, mosquito nets, blankets, towels etc. handed over in bulk shall be under the custody of the Contractor. However, torn/worn out articles shall be replaced by new articles at the cost of the Bank on which marking SBI in indelible ink shall be got done by the Contractor. Any loss due to any other reason would be recovered from the Contractor. The Contractor shall be responsible for any loss due to theft/pilferage/damage of Bank's property caused due to negligence or carelessness or any fault on the part of the Contractor or any of his workers and also liable to pay to the Bank such amount of loss as per penalty clause of the Tender Document.

### **C) OTHER REQUIREMENTS :-**

- i) The Contractor shall arrange for providing of drinking water at the rooms in jugs.
- ii) Movement of furniture and other articles from one place to another within the premises of the Institute would be provided by the Contractor at his cost.
- iii) The Contractor shall carry out duties entrusted to him in a satisfactory manner. For this purpose he shall employ adequate staff.
- iv) The Contractor shall also arrange for the smooth running of the premises, such as visit to State Electricity Board's Office or Telephone Office, or local Municipal authorities etc. on work relating to power supply or telephone connection and garbage disposal etc. The Contractor will take care of the premises, the fittings, furniture & fixtures and installations in the buildings.
- v) The Contractor shall keep the Bank indemnified against all the claims, if any that may arise out of negligent handling.
- vi) If the Bank suffers any loss on account of non-performance or on account of any act of commission or omission on the part of the Contractor or the persons engaged by him or by reason of his negligence or misconduct in the due discharge of the duties, the Bank will be entitled to recover the loss from the Contractor.

- vii) The Contractor shall bear all costs and expenses in respect of all charges, stamp duty, etc. in respect of all Agreements that may be entered into with the Institute to give effect to this agreement and also in respect of Agreement that may be entered into at a later date.
- viii) The Contractor shall alone bear all the taxes, rates, charges, levies or claims whatsoever as may be imposed or levied by the State/ Central Government(s) or any local body or authority for and in connection with the rendering the services. Bank will not entertain any claim whatsoever on this account.
- ix) The Contractor should possess, for the entire duration of the contract, all the licences and registrations as may be required under any law and shall be responsible to register himself and obtain a valid licence under Contract Labour (Regulation & Abolition) Act, 1970 and comply all the statutory Laws including provisions of Section 16, 17, 18, 72 and 73 of the CL(R&A) Act, 1970 .
- x) The contractor would employ a separate set of his/her/their own personnel in the age range of 18 to 35 years for Caretaking services and above with sound physique free from any contagious disease. They shall also be provided with appropriate uniforms by the Contractor at his own expenses, differentiating them from those engaged in Catering services and the Contractor shall ensure that the workers/labourers are in the uniform while they are on duty. Any default will lead to penalty per person out of uniform.
- xi) The workers/labourers will be the workmen of the Contractor only and there shall be no relation of employee & employer, master & servant etc between the bearers/ waiters/ workers engaged by the Contractor & the Bank. In no case they shall claim to be the employees of the Bank. Nor they shall claim their wages/ any compensation etc. from the Bank as they shall be the sole responsibility/ liability of the Contractor.
- xii) The Contractor shall have to engage the services of only major, able, efficient, healthy, honest and well-behaved labour/workers at his cost and responsibility. These persons shall be considered for all legal and contractual purposes as the employees of the Contractor himself. The Contractor will have full control and responsibility for the service conditions, wages, claims, damages, compensation, etc. in respect of employees appointed by him and will also be responsible for the due compliance with all the requirements of all statutory obligations and to pay all claims, costs, damages, expenses , fine or penalties, which may arise out of any claims, suit or prosecution for contravention thereof. The Contractor shall comply with all the statutory laws and local laws like Labour Laws, Payment of Minimum Wages Act, ESI, Employee's P F Act, Insurance Act, etc and the Contractor undertakes, accepts and admits absolute and complete responsibility for service conditions etc as said herein.
- xiii) The Contractor shall arrange and pay for policy under the Public Liability Insurance Act, 1991 & ensure and keep insured contractor's all materials which are or have been declared to be hazardous under the notifications issued or that may be issued from time to time under the above said Act or any Rules framed there under and which are used by the Contractor during the course of the services under the contract. The Contractor shall also obtain adequate all risk insurance policy in respect of his workmen engaged for the service, towards meeting the Liability of compensation arising out of death, injury/ disablement at work etc. & shall regularly and punctually pay each and every premium as & when the same shall become due during the currency of the contract and provide a copy to the Bank for record.

**Note:**

i. All the above-mentioned scope of works is indicative and may vary from guest house to guest house ; Bank reserves the right to add/delete any work under the scope of work.

## 6. General Terms & Conditions of the Tender :-

### 1) **Opening & Evaluation of Application-cum-Technical Bids :-**

- i) The Bidders' names, the presence or absence of requisite EMD, Tender Processing Fee and such other details, at the discretion of SBIIMS, will be announced at the time of technical Bid opening.
- ii) Bids and modifications sent, if any, that are not opened at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances.
- iii) SBIIMS will examine the Bids to determine whether they are complete in all respect and all required formats have been furnished. The submitted documents have been properly signed, and the Bids are generally in order.
- iv) Prior to the detailed evaluation, SBIIMS will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, the Bid which conforms to all the terms and conditions of the Bidding Document without any deviations will be treated as a responsive Bid.
- v) SBIIMS determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi) If a Bid is not responsive, it will be rejected by SBIIMS and shall not subsequently be made responsive by the Bidder by correction of the non-conformity.
- vii) Only those Bidders and Bids who have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by the Bank for further detailed evaluation. Those Bids who do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.
- viii) During evaluation and comparison of bids, SBIIMS may, at its discretion ask the bidders for clarification of its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

2) The acceptance of any Technical Bid or otherwise for consideration for empanelment will vest with SBIIMS and SBIIMS does not bind to accept any or all the applications received and reserves the right to reject any or all the applicants / vendors which do not fulfill all or any of the conditions and are incomplete in any respect, without assigning any reason whatsoever. The applicant shall not be entitled to claim any cost, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of Technical Bid/Price Bid.

3) **The Price Bid shall be conducted through on-line(e-Tendering) through Bank's Service Provider as per BOQ finalized as per Bank's requirement amongst the empanelled vendors from time to time.**

4) The EMD(Earnest Money Deposit) deposited shall not carry any interest and will be retained till expiry of the empanelment. During e-Tender for price bids, no further EMD will be required to be deposited. If the vendor, who quoted lowest amount in the Price Bid, backs out and will not execute the work in time, the EMD amount will be forfeited.

5) Selected vendor will be required to comply with all statutory requirements of the Govt. bodies. In case they fail to comply with any of the statutory requirements, **SBIIMS** may pay the full or the unpaid balance due, as the case may be, either by deduction from any amount payable to the vendor under any contract, or as a debt recoverable from the contractor, **or by invoking the deposited amount with SBI, at the sole discretion of SBIIMS.**

### 6) **Contacting the Bank :-**

- i) No Bidder shall contact either SBI or SBIIMS on any matter relating to its Bid, from the time of opening of Technical Bids to the time the empanelment is finalised.
- ii) Any effort by a Bidder to influence SBIIMS/SBI in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

## **7) PERFORMANCE BANK GUARANTEE [PBG] :-**

After finalization of each e-Tender in future, the contractor will have to submit the Performance Bank Guarantee for an amount (which will be fixed and intimated while inviting Price Bids for the three Guest Houses/Transit Camps) from a Scheduled Commercial Bank other than SBI or Security Deposit in the form of Bank's draft in favour of Astt. General Manager(P&E), SBI, LHO, PREMISES & ESTATE Department Misc. Deposit account, maintained at SBI, Dispur Branch, IFSC code-SBIN0003030) within a week of receipt of formal communication from the SBIIMS about their successful bid. Work Order will be issued only after receipt of the Performance Bank Guarantee/Security Deposit. In case the Vendor fails to perform/commence the contract, Institute shall invoke the Performance Bank Guarantee [PBG] or forfeit the Security Deposit to recover penalty/damages or any other amount due to the Bank /amount recoverable, the right to invoke the BG for any non compliance of the terms and conditions or any financial loss directly or indirectly by any act of commission or omission on the part of the Contractor and/or Contractor's workers, the Contractor shall compensate the Bank such loss fully.

8) In case the contractor fails to discharge any of his obligation under the agreement (relating to catering/caretaking) upto the level of performance desired, Institute will have the right to get the job done (at the level of performance desired by the Institute) at its own expense and recover the actual expenses from the amounts payable to the contractor under the agreement.

9) The empanelled list will be valid for 3(Three) years or till finalization of new panel. If the Bank/SBIIMS in its sole discretion feels that any of the conditions/clauses in the agreement has/have been breached/violated by the contractor, the Bank/SBIIMS shall have the absolute right to de-list the contractor forthwith without giving any notice to the contractor.

**10) ASSIGNMENT :-** The vendor shall perform its obligations under the contract personally and shall not assign, in whole or in part its obligations to perform under the contract or any third party.

## **11) RESOLUTION AND DISPUTES**

All disputes or differences whatsoever arising between the parties shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the Arbitration and Conciliation Act 1996, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of the courts at Guwahati. During the arbitration proceedings the vendor shall continue to work under the Contract unless otherwise directed in writing by the bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained. The venue of the arbitration shall be Guwahati.

## **12) USE OF CONTRACT DOCUMENTS AND INFORMATION**

The vendor shall not without SBI's prior written consent, make use of any document or information provided by them in Bid document or otherwise except for purposes of performing contract.



