



SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.

(A Wholly Owned Subsidiary of SBI)

CIRCLE OFFICE

SBI Local Head Office, 4th Floor, III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 751001

Part – I

(Technical Bid)

PROVIDING CARETAKERS (WATCH & WARDS CATEGORY (WITHOUT ARM)) IN BANK'S SELECTED ATMS/ E-CORNERS LOCATED ACROSS ODISHA STATE

Tender reference No: BHU201904008

Note: SBIIMS approved agencies; those who are participated & qualified in Pre-qualification process and received mail from SBIIMS, Bhubaneswar are only eligible to participate in this tender.

TENDER SUBMITTED BY:

NAME OF THE COMPANY : _____

ADDRESS : _____

GSTIN NO : _____

DATE : _____



NOTICE INVITING TENDERS

SBI Infra Management Solutions Pvt. Ltd. (hereinafter mentioned SBIIMS), SBI Local Head Office, 4th Floor, III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 01 on behalf of SBI Invites two bid online E- Tenders for “ Providing Care takers (watch& ward (without arm)) in Bank’s selected ATMs/ E-corners located across Odisha State” from SBI/SBIIMS approved agencies those who are participated & qualified in Pre-qualification process are only eligible to participate in this tender.

The other details of the tender are as under:

1.	Name of Work	Providing Care takers (watch& ward (without arm)) in Bank’s selected ATMs/ E-corners located across Odisha State
2	Nature of the work	Providing Caretakers in ATMs/ E-Corners.
3	Locations	ATMs/ E-Corners located all across Odisha. (approx. 237 Sites)
4	Eligibility of criteria	<u>SBIIMS approved agencies; those who are participated & qualified in Pre-qualification process and received mail from SBIIMS, Bhubaneswar are only eligible to participate in this tender.</u>
5	Estimated annual value of the work.	Rs. 16.72 Crore plus GST
6	Tender Processing Fee (Non-refundable)	Rs.25,000/- + 18 % GST = Rs.29,500.00 (Rupees Twenty Nine Thousand Five Hundred Only) non-refundable to be deposited online through https://www.onlinesbi.com using State Bank Collect gateway. Steps involved in making such payments is provided in details in Annexure II attached in this tender and to be paid on or before 13.05.2019 up to 02:00 PM.
7	Earnest Money Deposit (EMD)	Rs.16,72,000.00 (Rupees Sixteen Lakh Seventy Two Thousand Only) in the Form of Demand Draft/Banker’s Cheque issued by any Nationalised /Scheduled Bank Drawn in favour of “ State Bank of India. ” Payable at Bhubaneswar, ”. The EMD is to be submitted to SBIIMS, Circle Head in a separate envelope super scribing “EMD” <u>Vendor having NSIC certificates are exempted to submit the EMD. However, Copy of the NSIC certificate to be submitted as proof.</u>
8	Performance Bank Guarantee	The successful Contractor/agency whose tender is accepted by the Bank shall be bound to deposit a sum equivalent to 10% of accepted “Annual Contract Value” as Performance Bank Guarantee (PBG) within 14 Days of receipt of intimation from the Bank/SBIIMS.
9	Availability of Tender document.	30.04.2019 to 13.05.2019 from Bank’s website “ https://www.sbi.co.in/portal/web/home/procurement-news ” and e-Tender portal www.tenderwizard.com/SBIETENDER
10	Last date, time and place for submission of	The eligible agencies/ companies are required to submit the scan copies of following documents online on service provider portal i.e www.tenderwizard.com/SBIETENDER , on or before Dt.13.05.2019



	<p>Online Technical Bid.</p>	<p>up to 02:00 PM.:</p> <p>i) Payment receipt of the Tender processing fee.</p> <p>ii) Earnest Money Deposit (EMD) / For NSIC registered firm, copy of the NSIC certificate duly signed and stamped by authorize representative.</p> <p>iii) Process Compliance form (Annexure-I) in company letter head duly signed and stamped by authorized representative.</p> <p>iv) Letter of Undertaking (annexure-VI) in company letter head duly signed and stamped by authorize representative.</p> <p><u>The scan copy of the EMD to be submitted online and hard copy of same of the same must be submitted to SBIIMS office address as mentioned below and it should reach to us on or before</u> Dt.13.05.2019 up to 02:00 PM.:</p> <p>Asst. Vice President & Circle Head. SBI Infra Management Solutions Pvt. Ltd. Circle Office, SBI Local Head Office, 4Th Floor, III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 751001.</p> <p><u>The SBIIMS shall not entertain bids/EMD received late due to any delay on account of delivery by the courier agency/speed post or any other mode for the reasons whatsoever. Tenders received without any one or more document mentioned above shall be rejected.</u></p> <p>After the accomplishment of tendering procedure, the successful bidders/agency shall submit the hard copy of the Technical document duly signed with seal in all pages by the authorized representative at the above mentioned office.</p>
<p>11</p>	<p>Last date, time and Mode of submission of Online Price Bid</p>	<p>The Price Bid to be uploaded/submitted online on service provider portal i.e www.tenderwizard.com/SBIETENDER on or before Dt.13.05.2019 up to 02:00 PM.:</p> <p>The bidder (Company/Authorized person) should have valid digital signature for this e-tender.</p> <p>E-tendering guidelines may be obtained from:</p> <p>Service provider: M/s Antares Systems Limited, Registered Office at: - #24, Sudha Complex, 3rd Stage, 4th Block, Bangalore – 560079. Ph: - 080-49352000 / 40482000 Fax: - 080-49352034 Help Desk: Contact Person: Mr. Babu Priyabrata / Mr. Kushal Bose / Mr. Tousik Gohsh Mobile no. 08249111837 / 07686913157 / 09674758724 (On work-</p>



		ing days-9 hours–18 hours) E- mail:babupriyabrata@antaressystems.com/kushal.b@antaressystems.com / tous-ik.g@antaressystems.com
12	Place of opening of Tender	Asst. Vice President & Circle Head. SBI Infra Management Solutions Pvt. Ltd. Circle Office, SBI Local Head Office, 4Th Floor, III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 751001.
13	Date and Time of opening of online Technical Bid.	Technical bid (Part-1): At 2:30 PM on Dt. 13.05.2019.
14	Date, Time and Place of opening of Online Price Bid.	The online Price bid (Part-2)of only technically qualified bidder shall be opened at our office on 13.05.2019 at 4:30 PM.
15	Last date and time for submission of written queries for clarification.	At 12:00 Noon on 07.05.2019 all communication regarding points/queries requiring clarification shall be given by mail strictly as per the excel format mentioned in Annexure-XI (Only written queries submitted by the bidders till stipulated date and time shall be discussed and clarified in the meeting)
15	Pre-Bid Meeting	Optional
17	Date of posting of clarifications on the Bidder's queries.	08.05.2019 (Clarifications, if any, shall be posted only on the Bank's website. No individual communication shall be provided to the Bidder).
18	Validity for Offer	180 days from The Date of Opening of Price-Bid
19	Commencement of work.	1 st Day of Succeeding month of the Work Order or as advised in the Work Order.
20	Penalty	As per the tender and Annexure- IX
25	Contact Person, Mail, Phone No of officials. (Email address for sending any kind of correspondence regarding this tender)	<u>For Technical queries:</u> Tapan kumar Behera Dy. Manager (Elect.) SBIIMS Pvt. Ltd. Bhubaneswar. Ph-9867991919 & tapan.behera1@sbi.co.in Circle Head: 9674717368 & headbhu.sbiims@sbi.co.in

- In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.
- The bidder, who is the authorized representative and participating on behalf of company/ Dealer/vendor, should have a valid digital signature certificate (DSC) for this e-tender. The validity of the DSC should be at least 3 months.



- **Tenders received without EMD and Non-Refundable tender processing fee shall be summarily rejected. Vendor/Company having NSIC certificate are exempted from submission of EMD, However, tender processing fee to be submitted online. Tender received without tender processing from NSIC vendor/firm will be not considered. As vendors/firms participating on virtue of NSIC certificate if, emulate to L1 aftermath the tendering procedure withdraw/back out to execute the job, it results great loss to the Bank and inconvenience to the SBIIMS. Therefore serious bidders are requested to participate.**
- SBIIMS reserves the right to increase or decrease the quantum of services, manpower to be provided and also reserves the right to reject, cancel or revise or accept any or all the tenders or part of tenders without giving any reasons thereto.
- SBIIMS reserves its rights to accept/reject any/all tender without assigning any reasons whatsoever and to increase or decrease the quantities of any item and contractor has to execute the same at the rate quoted and no correspondence shall be entertained in this regard.
- **After opening of the tender (Price Bid) if two or more company, quoting the same lowest rate, work would be awarded to the agency which has the highest average turnover for the last three consecutive financial years i.e. 2015-16 & 2016-17 & 2017-18.**
- The successful bidders shall sign and stamp each page of the tender document thereby ensuring the number and sequence of all pages after completion of the tendering procedures.
- Conditional tenders are liable for rejection.

Sd/-
(AVP & Circle Head)
SBIIMS, Bhubaneswar



E-TENDERING INSTRUCTIONS TO BIDDERS

General:

State Bank of India hereby publish the TENDER on e-tendering Portal (Website) www.tenderwizard.com/SBIETENDER in Electronic mode hereinafter referred as “e Tendering” and TENDER will be hereunder called as “e-Tender”. The e-tender published online through above portal (website) consisting of standard tender conditions, specifications, schedule of quantities, drawings (if any) for above referred work. Please note that copy of the above e-tender can be downloaded from above portal (website) and should be mandatorily submitted in Online Electronic Mode hereinafter referred as “Online Offer”. The submission of Online offer duly Encrypted & Digitally signed on above portal should be in prescribed Electronic Forms (Online) available on above portal for respective tender in Online Envelope(s) on or before As per the key Dates mentioned in the Tender Notice in this document and online portal for above tender .

Instructions:

1. Tender Bidding Methodology:

Electronically Sealed Bid System – Two Stage - Two Envelopes’, followed by ‘e-Reverse Auction’, if required, after opening of Financial-part.

2. Broad outline of activities from Bidders prospective:

- Procure a Digital Signing Certificate (DSC)
- Register on the e-Procurement portal www.tenderwizard.com/SBIETENDER .
- (The contractors need to upload scan copy of their valid empanelment letter in the portal otherwise their registration would be cancelled)
- Create Users and assign roles on the above portal
- View Notice Inviting Tender (NIT) on the above portal
- Download Official Copy of Tender Documents from the above portal
- Clarification to Tender Documents on the above portal
- Bid-Submission on the above portal
- Attend Public/Limited Online Tender Opening Event (TOE) on the above portal-Opening of Technical-Part
- Post-TOE Clarification on the above portal (Optional) – Respond to SBI's Post-TOE queries
- Attend Public/Limited Online Tender Opening Event (TOE) on the above portal – Opening of Financial-Part (Only for Technical Responsive Bidders)

3. Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be complaint with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class II or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. Registration

To use the Electronic Tender portal www.tenderwizard.com/SBIETENDER, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons vis-a-vis Authorised Signatory who will be the main person coordinating for the e-tendering activities. In the above portal terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and follow further instructions as given on the site.

Note: After successful submission of Registration details please contact to the Helpdesk of the portal to get your registration accepted/activated.



Help Desk:

Contact Person: Mr. Babu Priyabrata / Mr. Kushal Bose / Mr. Tousik Gohsh

Mobile no. 08249111837 / 07686913157 / 09674758724 (On working days-9 hours–18 hours)

e-mail: babupriyabrata@antaressystems.com / kushal.b@antaressystems.com / tousik.g@antaressystems.com

5. Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on the portal. Broad outline of submissions are as follows:

- Submission of Bid Security/ Earnest Money Deposit (EMD) & Cost of Bid Document
- Submission of digitally signed copy of Tender Documents/ Addendum
- Power of Attorney, • Two Envelopes,- Technical-Part, Each of the above electronic envelopes consists of Main bid and Electronic form (both mandatory) and bid Annexure (Optional).

NOTE: Please note that above e-Tendering system is an automatically time locked system which will be locked immediately as soon as due date and time is over and will not accept any offer after that. So, the tenderers are strictly advised to do their process well before the due date and time to avoid any such instances.

5. Tender Opening Event (TOE):

The e-Procurement portal offers a unique facility for 'Public/Limited Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public/Limited Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier or-organization) dully authorized are requested to carry a Laptop and Wireless Connectivity to Internet. Every legal requirement for a transparent and secure 'Public/Limited Online Tender Opening Event (TOE)' has been implemented on the portal. As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public/Limited Online Tender Opening Event (TOE)'. The portal has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens. The portal has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'. There are many more facilities and features on the portal. For



a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

IMPORTANT NOTE: In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public/limited tender opening event, during e-tender, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement/ e-tender service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of SBI/SBIIMS by the bidders in time, then SBI/SBIIMS will promptly re-schedule the affected event(s).

6. Minimum Requirements at Bidders end:

In order to operate on the electronic tender management system, the user's machine is required to be set up. The machine must have running XP service Pack 3 or higher version of Windows like Vista or Window 7. Also need to install Mozilla Fire fox web browser and latest Version of Java.

**(AVP & Circle Head)
SBIIMS, Bhubaneswar**



PROCESS COMPLIANCE STATEMENT

(Annexure- I)

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

To,

M/s Antares Systems Limited,
#24,3rd stage 4th block,
Basaveswarnagar,
Bangalore-560079
Telephone no:080-49352000; 8249111837; 7980042472
Email ID: babupriyabrata@antaressystems.com;
kushal.b@antaressystems.com

AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE ONLINE E-TENDERING PROVIDING CARETAKERS (WATCH & WARDS CATEGORY (WITHOUT ARM)) IN BANK'S SELECTED ATMS/ E-CORNERS LOCATED ACROSS ODISHA STATE

Dear Sir,

This has reference to the Terms & Conditions for the E-tendering mentioned in the Tender Document.

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the E-tendering as mentioned in Tender of SBIIMS as well as this document and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the E-tendering tool and have understood the functionality of the same thoroughly.
- 4) We confirm that SBIIMS and M/s. Antares Systems ltd. Limited shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-E-tendering platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the E-tendering event.
- 5) We confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.
- 6) We, hereby confirm that we will honour the Bids placed by us during the E-tendering process.

With regards,

Date:

Name:

Company / Organization:

Designation within Company / Organization: Address of Company / Organization:

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



MODE OF PAYMENT OF TENDER PROCESSING FEE

Annexure-II

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

https://www.onlinesbi.com/sbico STATE B... State Bank Collect

File Edit View Favorites Tools Help

SBI State Bank Collect

Products & Services Know More हिंदी

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.
- > User: The beneficiary making a payment to F/C/I for the services/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:



Select **"All India"** in "State of Corporate / Institution" & Select **"Commercial Services"** in "Type of Corporate / Institution". **"Go"** will lead to the next page:

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



State Bank Collect - Internet Explorer


https://www.onlinesbi.com/sbico STATE B... State Bank Collect

File Edit View Favorites Tools Help

SBI State Bank Collect

State Bank Collect / State Bank Collect Exit

State Bank Collect 09-Jan-2019 [12:28 PM IST]

 SBI Infra Management Solutions Pvt Ltd
Ground Floor, Raheja Chambers, Free Press Journal Marg, Nariman Point, , Mumbai-400021

Provide details of payment

Select Payment Category * -- Select Category --

Mandatory fields are marked with an asterisk (*)

Enter Tender ID *

Submit

- Mandatory fields are marked with an asterisk (*)
- The payment structure document if available will contain detailed instructions about the online payment process.
- Date specified(if any) should be in the format of 'ddmmyyy'. Eg., 02082008

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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 is a navigation bar with 'State Bank Collect' and 'State Bank Mops'. Below this, the user is logged in as 'State Bank Collect' and the date is '09-Jan-2019 [12:35 PM IST]'. The main content area features the SBI logo and the name 'SBI Infra Management Solutions Pvt Ltd' with its address: 'Ground Floor, Raheja Chambers, Free Press Journal Marg, Nariman Point, , Mumbai-400021'. The form is titled 'Provide details of payment' and contains the following fields:

- Select Payment Category * (Dropdown menu): TENDER APPLICATION FEI
- Tender ID * (Text field): MUM2019010005
- Tender Name (Text field): Corp 05
- Open Date (Text field): 06-01-2019
- End Date (Text field): 12-01-2019
- Amount in Rupees * (Text field): 10000
- Vendor Email ID (Text field): [Empty]
- Vendor GST No * (Text field): [Empty]
- Vendor Mobile No * (Text field): [Empty]
- Vendor Name * (Text field): [Empty]
- Remarks (Text area): [Empty]

Below the form, there is a section for user details:

- 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.
- Name * (Text field): [Empty]
- Date Of Birth / Incorporation * (Text field with calendar icon): [Empty]
- Mobile Number * (Text field): [Empty]
- Enter the text as shown in the image * (Text field): 39E10

At the bottom of the form, there are three buttons: 'Submit', 'Reset', and 'Back'. A red box contains the following instructions:

- Mandatory fields are marked with an asterisk (*)
- The payment structure document if available will contain detailed instructions about the online payment process.
- Date specified(if any) should be in the format of 'ddmmyyyy'. Eg., 02082008

The footer of the page includes '© 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.

Take a print of the payment receipt for onwards submission to SBIIMS through E-tender website.



1. GENERAL CONDITIONS OF THE CONTRACT:

- i. SBIIMS shall mean **SBI Infra Management Solutions Pvt. Ltd. (SBIIMS)**, its wholly owned subsidiary having Head Office at Mumbai and One of its Circle office at 4th Floor, SBI, Local head Office, 4th Floor, III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 01 issues this tender on behalf of SBI, Bhubaneswar Circle for procurement of Caretaker Service for aprox. at 237 Sites located in the states of Odisha.
- ii. In order to meet the Services requirements, the SBIIMS proposes to invite tenders from SBI/SBIIMS approved agencies, those who are participated & qualified in Pre-qualification process are only eligible to participate in this tender.
- iii. Bidder shall mean any entity (i.e. juristic person), those who were fulfilled and qualified the **eligibility criteria in the pre-qualification process** to our earlier notice ref no. **SBIIMS/BHU/PQ/2019/01 dated 29.03.2019** and agree to all the terms and conditions contained in this tender document may submit their Bids.
- iv. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- v. The eligible Bidders are advised to go through the entire document before submission of Bids to avoid any chance of elimination.
- vi. **'Part B'** of the Tender containing the 'Price Bids' of only those bidder who have qualified in the "Technical Bid" are have fulfilled all the conditions laid down in the General Conditions (including the Demand Draft for Earnest Money), Special Clauses of the Tender and the Terms & Conditions of the Tender, will be opened.
- vii. Part B' of the Tender containing the Price Bid will not be opened, in case the bidder does not fulfil the requirements laid down for 'Part A' of the Tender. Such Tenders will be rejected.

2. **DISCLAIMER:**

- i. The information contained in this document or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or SBIIMS on behalf of State Bank of India (Bank), is subject to the terms and conditions set out in this tender document.
- ii. This document is not an offer by SBIIMS/State Bank of India, but an invitation to participate from the eligible Bidders. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized official(s) of State Bank of India with the selected Bidder.



- iii. The purpose of this tender document is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This document does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this tender and where necessary obtain independent advices/clarifications. SBIIMS may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender.
- iv. The SBIIMS/Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the tender and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- v. The SBIIMS/Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this tender.
- vi. The issue of this tender document does not imply that the SBIIMS/Bank is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
- vii. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding Document. Failure to furnish all information required by the bidding Document or to submit a Bid not substantially responsive to the bidding Document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

3.0 SCOPE OF WORK:

The Company will provide Caretaker Services to SBI where the Caretaker shall be based at the ATM Sites advised by SBI, LHO, Bhubaneswar. The Company shall be responsible for managing the Caretaker Service and ensuring the presence and performance of duties of the Caretaker at the ATM Sites. The Company has the right to transfer/rotate/remove/replace all or any of the Caretakers from the ATM Site locations at any point of time with prior intimation to LHO after ensuring that replacement is provided. SBI may also require the Company to Transfer/rotate/remove/replace all or any of the Caretakers from the ATM Site locations at any point of time. The details **scope of work** mentioned in **Annexure-IV** of this tender document.

3.0 SITE AND ITS LOCATION:

ATMs/ E-Corners located all across Odisha (approx. 237 sites)

4.0 TENDER DOCUMENTS :

4.1 The work has to be carried out strictly according to the specifications and conditions stipulated in tender consisting the following documents and the most workman like manner,

4.1 (a) E-tendering Instructions to tenderers/bidder



- 4.1 (b) General conditions of the Contract
- 4.1 (c) Special Conditions of Contract
- 4.1 (d) Chatter of duties and Responsibility.
- 4.1 (e) Schedule of deployment
- 4.1 (f) Terms and condition of the Contract.
- 4.1 (g) Penalties
- 4.1 (h) Non-Disclosure Agreement
- 4.1 (i) Price Bid

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

- a. Price Bid
- b. Chatter of duties and Responsibility.
- c. Terms and condition of the Contract.
- d. Special Conditions of Contract
- e. General Conditions of Contract
- f. Instructions to Tenderers
- g. Penalties.

4.3 Complete set of tender documents can be downloaded from www.sbi.co.in (link) <Procurement News>

5.0 EARNEST MONEY:

- i. The Bidder shall furnish EMD for the amount and validity period mentioned in tender of this document.
- ii. EMD is required to protect the Bank against the risk of Bidder's conduct.
- iii. The EMD may be in the form of a Demand Draft or Pay Order drawn in favour of State Bank of India payable at Bhubaneswar.
- iv. Any Bid not accompanied by EMD for the specified amount as mentioned elsewhere in the tender will be rejected as non-responsive.
- v. The EMD of the unsuccessful Bidders shall be returned within 2 weeks from the date of Bid finalization.
- vi. The EMD of successful Bidder will be discharged upon furnishing the Performance Bank Guarantee for the amount and validity as mentioned in this tender, which



should be strictly on the lines of format placed at **Annexure-VIII and the satisfaction of the Bank.**

- vii. No interest is payable on EMD.
- viii. The EMD may be forfeited:-
 - a) if a Bidder withdraws his Bid during the period of Bid validity specified in this Tender; or
 - b) if a Bidder makes any statement or encloses any form with this tender and submitted at the time of pre-qualification process, which turns out to be false / incorrect at any time prior to signing of Contract; or
 - c) if the successful Bidder fails to sign the contract or furnish Performance Bank Guarantee, within the specified time period in the tender/Purchase Order.
- ix. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the SBIIMS/Bank/this department, in future, as per sole discretion of the Bank/SBIIMS.

6.0 SIGNING OF CONTRACT DOCUMENTS:

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

7.0 CLARIFICATION OF TENDER DOCUMENT:

- i. Bidder requiring any clarification of the bidding Document may notify the Bank in writing **strictly as per the format given in Annexure-XI** at the address/by e-mail given in NIT of this document within the date/time mentioned in the NIT.
- ii. A pre-Bid meeting may be held, if required, on the date and time specified in the schedule of events which may be attended by the authorized representatives of the Bidders interested to respond to this Tender.
- iii. The queries received (without identifying source of query) and response of the Bank thereof will be conveyed to the Bidders.
- iv. SBIIMS reserves the right to amend, rescind or reissue the Tender, at any time prior to the deadline for submission of Bids. The SBIIMS, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding Document, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the schedule of events/email and ensure that clarifications / amendments issued by the SBIIMS, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the SBIIMS will be binding on the participating Bidders. Bank/SBIIMS will not take any responsibility for any such omissions by the Bidder. SBIIMS, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this tender or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and con-



clusions in respect of the matters addressed in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

v. No request for change in commercial/legal terms and conditions, other than what has been mentioned in the tender or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.

vi. Queries received after the scheduled date and time will not be responded/acted upon.

8.0 PERIOD OF VALIDITY OF BIDS:

- a. **Bids shall remain valid for 180 days** from the date of opening of price Bid. A Bid valid for a shorter period is liable to be rejected by the Bank as non-responsive.
- b. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids will not entitle the Bidder to revise/modify the Bid document.
- c. The Bank reserves the right to call for fresh quotes at any time during the Bid validity period, if considered, necessary.

9.0 BID INTEGRITY:

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become property of SBI. The Bidders shall be deemed to license, and grant all rights to SBI, to reproduce the whole or any portion of their product for the purpose of evaluation, to disclose the contents of submission to other Bidders and to disclose and/ or use the contents of submission as the basis for RFP/Tender process.

10.0 CONTACTING THE BANK:

- i. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Price Bid to the time, the Contract is awarded.
- ii. Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

11.0 AWARD CRITERIA:

- i. Bank will notify successful Bidders in writing by letter or fax/email that its Bid has been accepted. The Selected Bidder has to return the duplicate copy of the same to the Bank within **7 working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance. The entire tender document duly signed and stamp by authorized person (as per power of attorney) of the company to be submitted with same.



- ii. The successful Bidder will have to submit Non-disclosure Agreement (wherever applicable), Performance Bank Guarantee for the amount and validity as desired in tender/RFP and strictly on the lines of format given at **Annexure-G** of this document together with acceptance of all terms and conditions of RFP/Tender.
- iii. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA (Non disclosure agreement) should be submitted.
- iv. The notification of award will constitute the formation of the Contract.
- v. The successful Bidder shall be required to enter into a contract/ SLA with the Bank, within 15 days of award of the tender or within such extended period as may be decided by the Bank. The stamp duty shall be payable by the service provider.
- vi. Until the execution of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder.
- vii. The contract/ agreement will be based on Bidder's offer document with all its enclosures, modifications arising out of negotiation /clarifications etc. and will include SLA, project plan – phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc.
- viii. The Bank reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.
- ix. Failure of the successful Bidder to comply with the requirements/terms and conditions of this tender and Pre-qualification process shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or PBG.
- x. Upon notification of award to the L1/Successful Bidder, the Bank will promptly notify the award of contract to the successful Bidder. The EMD of each unsuccessful Bidder will be discharged and returned.

12.0 BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

13.0 PERFORMANCE BANK GUARANTEE:

- i. Performance Bank Guarantee [PBG] of the amount with validity period specified in this RFP/tender as per the format at **Annexure-VIII**, which is to be submitted by the finally selected Bidder within a period of 14 days of the receipt of intimation from the Bank/SBIIMS about acceptance of its bid offer by the Bank. The PBG has to be issued by a Scheduled Commercial Bank other than a cooperative Bank, SBI and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected. Purchase Order will be released only after receipt of the Performance Bank Guarantee.



- ii. For any delay in submission of the PBG beyond the stipulated period, an amount by way of pre-estimated liquidated damages of Rs. 2000/- per day shall be payable to the Bank and shall recover from the EMD /any outstanding payments to be made by the Bank to the Service provider, if any. In event the service provider fails to furnish the PBG within the time limit stipulated above, the Agreement shall be liable to be forthwith terminated by the Bank and the EMD shall be forfeited.
- iii. In the event of invocation of the PBG, the service provider has to make good the amount paid by the Bank and furnish a fresh PBG for the full amount as stipulated at the time of awarding the contract. It is agreed between parties that, the right of the Bank to recover any monies as aforesaid, shall be in addition to the Bank's rights to terminate the agreement for the above violation and also to take necessary appropriate legal action against service provider.
- iv. The tenure of the PBG should be one year and would have to be extended/renewed if the contract is extended/ renewed for the period of extension/renewal. Further, if additional ATM sites are awarded, the value of PBGs furnished will also increase proportionately so that the total PBG value is maintained at 10% of the annual value of the contract awarded.

14.0 SERVICES:

The Care Taker Agency (CTA) will continuously ensure giving Services strictly as per the specifications of the RFP / Tender/Service Level Agreement (SLA).

15.0 CONFLICT OF INTEREST:

Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Performance Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:

- (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institu-



tion referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- (i) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
 - (ii) subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (b) a constituent of such Bidder is also a constituent of another Bidder; or
 - (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
 - (d) Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
 - (f) such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the Project.

16.0 FRAUD & CORRUPT PRACTICES:

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.
- ii. Without prejudice to the rights of the Bank/SBIIMS. if a Bidder is found by the Bank/SBIIMS to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EO/RFP issued by the Bank/SBIIMS during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.



- iii. For the purposes of this Clause , the following terms shall have the meaning hereinafter, respectively assigned to them:
- (a) **“Corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the bidding Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the bidding Process); or (ii) engaging in any manner whatsoever, whether during the bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;
 - (b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding Process
 - (c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding Process;
 - (d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding Process; or (ii) having a Conflict of Interest; and
 - (e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding Process.



ANNEXURE-III

SPECIAL CONDITIONS OF THE CONTRACT:

1. Invitation for application for issue of Tender does not constitute any guarantee for issue of Work Order to the bidder(s).
2. Tenders with corrections and/or overwriting are liable to be rejected, if these are not authenticated by one of the Directors /authorized Signatory, as the case may be.
3. In the event of award of the contract, the **Successful Bidder(s) shall not sub- contract the job awarded or outsource the manpower.** The contract is non- transferable/assignable. The manpower to be engaged at the Bank's sites should be on the Company's payroll.
4. Contract awarded shall be for one year, which may be extended / renewed up to three years, subject to satisfactory performance, after annual review, at the same rate and under the same terms and conditions.
5. The successful bidder would provide Caretaker service immediately.
6. All the statutory obligations as laid down with reference to the Company or its employees should be fulfilled by the successful Company(s), in terms of the relevant acts/rules/laws/guidelines laid down by the Labour Department of the Central /State / UT Government(s) and/ or any other Statutory Authority from time to time. The Company shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages Act and Contract Labour (Regulation & Abolition) Act 1970, EPF, ESIC, Bonus, Labour welfare etc. with regard to the Caretakers engaged by them. It will be the responsibility of the Company to provide details of manpower deployed by them to the Labour Department and SBI.
7. The age of Caretaker personnel should not be below the age of 18 years and above the age of **45** years and should be in good health.
8. The Caretaker personnel should be preferably 8th Pass.
9. Indemnity Bond in respect of all the employees engaged will have to be submitted by the successful Bidder(s) at the time of signing of the Contract.
10. Police Verification of Character and Antecedents of all the employees of the Company engaged at the Bank's ATM sites, will have to be obtained by the successful Bidder(s), will be submitted to the Bank within 30 days of their employment by the company and photo copy retained by them.



11. An Identity Card, should be issued by the successful bidder Company to each of the personnel engaged at the Bank's ATMs.
12. Letter of fidelity has to be obtained from the employee of the successful Bidder(s) who are engaged at the Bank's ATMs. These will be submitted to the Bank before commencement of the work.
13. One third of the engaged personnel at all the locations / sites should be changed over / rotated every six months.
14. Boarding/Lodging of the employees/caretaker to be engaged by the successful bidder(s) will not be provided by the Bank nor shall the Bank pay for it. Bank shall not provide any accommodation to the employees engaged at the Bank's ATMs.
15. The payments to the Company, to whom the work order will be awarded, shall be on a monthly basis and service provider submit the invoice for the month to the Bank in the succeeding month (i.e the invoice relates to January should be submitted to the Bank in the month of February), upon production of auditable Bill(s) in triplicate, along with supporting documents as under:
 - i) Bank receipt as proof of salary (wages and other statutory allowance) credited for that month in the saving bank a/c of the caretaker/ paid salary statement – duly certified by service provider, for that month in respect of caretaker engaged at SBI Sites.
 - ii) Taxes, EPF & ESIC receipt/token receipt of billing month and EPF & ESIC contribution details.
 - iii) Monthly visit/feedback report.
 - iv) Original attendance sheet of caretaker duly certificated/ countersigned by respect designated branch or Channel manager, to be furnish separately for area category A,B & C which ever applicable.
 - v) Monthly certificate by the service provider in regard to correctness of payment of all wages/statuary & mandatory dues as per format provided by SBI/SBIIMS.
 - vi) Any other requirement as notification by the Bank/SBIIMS in future.
16. The Bank will not issue or pay for uniform, shoes and/or any liveries / accessories for the employees/caretakers of the successful Bidder(s) who are engaged at the Bank's ATMs. These should be provided by the Company from their resources to each and every person engaged at the Bank's ATMs.
17. Accessories like baton, whistle, torch with batteries, umbrella, raincoat, cleansing materials (Colin , floor cleaning liquid/detergent, duster, dustbin, broom, bucket & Mug etc) as per below schedule, mobile phones etc. will have to be provided by the successful Bidder(s) for their employees to be engaged at the Banks ATMs.



18. The Bank will not pay any extra allowances and/or wages for Duty Checking as mentioned at Para (xxvii.) of the "CHARTER OF DUTIES & RESPONSIBILITIES" (**ANNEX-URE-IV**).
19. Bank shall make only the statutory payments under the following heads to the company. Payment on any other head will NOT be made by the Bank. However, GST and statutory taxes, if applicable, will be paid by the Bank.
- Minimum Wages for watch & ward (**unarmed**) as per Central Minimum wages Act. Notified by the Ministry of Labour, Government of India from time to time.
 - DA as notified by the Ministry of Labour, Government of India from time to time.
 - Minimum statutory EPF contribution.
 - Statutory ESIC contribution.
 - Statutory Bonus once a year i.e. on or before Durga Puja.
 - Statutory contribution towards Labour Welfare Fund.
 - Pay for three National Holidays in a year.
20. However the bidders are expected to bid as per prescribed applicable minimum wages & other applicable statutory dues as mentioned in Price Bid. Anybody bidding below it will be disqualified.
21. Any Forgery/False information detected at any stage shall lead to **IMMEDIATE** cancellation of Work Order (if already awarded) and / or disqualification from the tendering process and also the Company will be liable to prosecution. Jurisdiction of the Court will be at Bhubaneswar only.
22. **Bank can accept or reject any/all tender without assigning any reason.**

After opening of the tender (Price Bid) if two or more agencies, quoting the same lowest rate, work would be awarded to the agency which has the highest average turnover for the last three consecutive financial years i.e. FY2015-16 & 2016-17 & 2017-18.

However, the Bank reserves the right to accept and/or reject any or all tenders without assigning any reason whatsoever at any stage of the tendering process or even after the same is completed. The Bank also reserves the right to change/modify any condition/specification at a later date/during the process of tendering without assigning any reason.

23. **HOURS OF DUTY:**

The Caretaker Services shall be provided in **3** shifts of eight hours each as under. However, at the discretion of the Bank, the number of shifts can be limited with changes in timing, but limited to 8 hours each.

- Shift 1: from 06.00 AM to 02.00 PM
- Shift 2: from 02.00 PM to 10.00 PM



- iii. Shift 3: from 10.00 PM to 06.00 AM (next day)
(However The Bank may suitably change the duty hours)

24 PENALTIES: In case of one or more of the Caretaker not performing the services as stated herein above, SBI shall be entitled to levy following penalty:

- a) In case any of the Company's personnel deployed under the contract is (are) absent, a penalty equal to double the wages of the number of guards absent on that particular day shall be levied by the SBI/SBIIMS and the same shall be deducted from the Company's bills.
- b) In case of unavoidable circumstances, if the delay in reporting of new shift man occurs the previous one will continue until the new man reports & the company shall be liable to pay the previous man an additional sum in accordance with the law at their cost. In case any public complaint is received attributable to misconduct/misbehaviour of the Company's personnel, a penalty of Rs.1,000/- for each such incident shall be levied and the same shall be deducted from the Company's bill. Further, the Company's personnel/Caretaker concerned shall be removed by the company from the SBI system immediately.
- c) In case the Company fails to commence/execute the work as stipulated in the agreement or performance is unsatisfactory or does not meet the statutory requirements of the contract, SBI reserves the right to impose the penalty as detailed below:-
 - i. 20% of monthly cost of order/agreement per week, up to four weeks delays.
 - ii. After four weeks delay, SBI reserves the right to cancel the contract and get this job carried out preferably from other successful bidder agreeing to the terms and conditions of the contract. The difference, if any, will be recovered from the defaulter Company. Further, the Company shall also be black listed for a period of 4 years from participating in such type of tenders and the earnest money/security deposit may also be forfeited, if so warranted.
 - iii. If any of the Company's personnel deployed under the contract is (are) found sleeping while on duty, a penalty of Rs 1000/- per incident shall be levied and the same shall be deducted from the Company's bills.
 - iv. For any failure in communicating incident report to the Management Centre / SBI/SBIIMS, as applicable, and exceeding one hour from the incident, a penalty of Rs 2000/- per incident shall be levied and the same shall be deducted from the Company's bills.
 - v. The details of penalties of different head are mentioned in **Annexure-IX**

25. WARRANTIES AND LIMITATION OF LIABILITY:

- The Company warrants that it will perform its obligations under this Annexure in a professional and workmanlike manner.
- The ATM and the valuables inside the ATM as well as in the ATM site are and shall always remain SBI property. The Caretaker will take all reasonable steps which are required from a man of common prudence, to protect SBI.s property.



26. TERMINATION:

The agreement may be terminated as set forth below:

- i. By either party upon a default by the other party in the performance of any of its material obligations under this Annexure if it is not cured within 15 (Fifteen) days after written notice by the non-defaulting party.
- ii. SBI may terminate the Caretaker Services at a particular ATM Site by giving 30 days written notice to the Company.

27. FORCE MAJEURE:

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

28. OBLIGATION OF THE COMPANY:

The Company shall ensure full compliance with tax laws & other applicable laws of India with regard to this contract and shall be solely responsible for the same. The Company shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Bank fully indemnified against liability of tax, interest, penalty etc. of the Company in respect thereof, which may arise.

29. DISPUTE RESOLUTION:

- a. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorised representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Chief General Manager, SBI, Local Head Office, Bhubaneswar.
- b. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.
- c. The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the Company shall continue to be made in terms of the contract. Arbitration proceedings will be held at Bhubaneswar only.

29. JURISDICTION OF COURT:

The courts at **Bhubaneswar** shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.



30. MIS REPORT/CERTIFICATE/UNDERTAKING:

With a view to monitor and constantly improving the Caretaker services, the service provider will provide various MIS as called by the Bank/SBIIMS. Like details of salary and allowance paid to the Caretaker with proof, the details provision of cleaning material/uniform etc. to caretaker, details of the visit made by the rounder/supervisor to each site, undertaking every month certifying provision of Minimum wages act are complied with etc.

Sr. No	Report	Period	Description
1	Minimum Wages Act.	Monthly	Certificate of Compliance of Minimum Wages act.
2	Statement of minimum wages & Statuary payment paid furnishing details caretaker wise.	Monthly	Details of Wages/Payments made to caretakers (Name of the caretaker : Amount paid: Payment Mode: Date of payment)
3	Cleansing Material	Monthly	Details of Cleansing material provided.
4	Supervision	Monthly	Details with dates of visits to ATM sites by rounder/supervisor
5	PF and ESIC contribution	Monthly	Receipt of deposit of PF and ESIC of the personnel deployed at ATMs sites of the preceding month
6	Certificate	Monthly	A certificate signed by the principal officer of the service provider certifying that all the applicable licences, permission, registrations, certificates , exemptions are valid and subsisting that the service provider has complied with all applicable law.

In addition to this Bank may ask/ call for any other report which will be required during the course of the contract period.

31.0 INSURANCE:

The service provider shall take, at its own cost, insurance policies for adequate amount against death or injury of the care takers while providing services, theft, robbery, forgery, fraud, fidelity, and/or any other dishonest acts or negligence on the part of service providers or caretaker. The Bank/SBIIMS shall not, at any time whatsoever, be liable or called upon to pay any amount as compensation or damages etc. to any other person, including the personnel of the service provider, resulting from aforesaid activity and having been called upon to pay so, the service provider shall indemnify the Bank/SBIIMS for any and all such cost, without affecting, in any manner whatsoever, the legal rights accrued to the Bank hereunder, in law or otherwise.



ANNEXURE-IV

CARETAKER SERVICES

CHARTER OF DUTIES & RESPONSIBILITIES

This document is an Annexure, which serves to clarify the responsibilities with regard to the Caretaker Services that the Company will provide to the State Bank of India (SBI), Local Head Office, Bhubaneswar for SBI's ATM sites, in the state of Odisha, as may be advised by SBI in writing from time to time.

1.0 Definitions

“**Contract**” means the documents forming the tender and the acceptance thereof and the formal agreement executed between SBI and the contractor, together with the documents referred therein including these conditions, the scope of work, all annexures, specifications and instructions issued from time to time by the SBI/SBIIMS and all these, documents taken together shall be deemed to form one contract and shall be, complementary to one another.

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

1.1.1 ‘**SBI / Bank**’ shall mean State Bank of India (client) a body Corporate created under SBI Act 1955, having one of its Circle Office at State Bank of India, III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 01 and includes the client’s representatives, successors and assigns.

1.1.2 “**SBIIMS**” shall means **SBI Infra Management Solutions Pvt. Ltd.** (SBIIMS), its wholly owned subsidiary having Head Office at Mumbai and One of its Circle office at 4th Floor, SBI, Local head Office, 4th Floor, III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 01 and includes the client’s representatives, successors and assigns.

1.1.3 “**Bidder/vendor/Service Provider/Company**” ” is the successful Bidder found eligible as per eligibility criteria as per pre-qualification criteria and an eligible entity submitting the Bid in response to this tender as Caretaker Agencies (CTA) for providing Caretaker services (CTS) at Automated Teller Machine (ATM).

1.1.4 **The Contract Price/Project Cost**” means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.

1.1.5 “**ATM Site**” means the ATM site or sites containing ATMs, CDMs, Recyclers or e-Corners sites identified and advised by SBI to the Company from time to time for providing Caretaker Services.

1.1.6 “**Services**” means all services, scope of work and deliverables to be provided by a Bidder as described in the tender and include provision of technical assistance, training, certifications, auditing and other obligation of the Vendor covered under this document.

1.1.7 “**Branch**” means branch (es) of SBI.

1.1.8 “**Caretaker**” means the employee of the Company providing Caretaker Services at the ATM Site.

1.1.9 “**Caretaker Company(CTA)**” means the Company engaged by SBI to provide Caretaker Services to SBI pursuant to this Annexure.



1.1.10 “**Caretaker Services(CT)**” means the services to be provided by Caretaker Company at the ATM Site and more specifically covered in clause 3.0 of Instruction to the bidders

1.1.11 “**Customer**” means the customer of SBI.

1.1.12 “**LHO**” means SBI, Local Head Office, Bhubaneswar.

2. SCOPE:

2.1 The Company will provide Caretaker Services to SBI where the Caretaker shall be based at the ATM Sites advised by SBI, LHO, Bhubaneswar. The Company shall be responsible for managing the Caretaker Service and ensuring the presence and performance of duties of the Caretaker at the ATM Sites. The Company has the right to transfer/rotate/remove/replace all or any of the Caretakers from the ATM Site locations at any point of time with prior intimation to LHO after ensuring that replacement is provided. SBI may also require the Company to Transfer/rotate/remove/replace all or any of the Caretakers from the ATM Site locations at any point of time.

2.2 The Caretaker shall:

- i. Be available at the ATM Site for 24 x 7x 365 (in three shifts from 06.00 AM to 02.00 PM, from 02.00 PM to 10.00 PM & 10.00 PM to 6.00AM (next day). Shift timing is liable to be changed with prior notice to company;
- ii. Be uniformed with proper authorization/identification badges/identity card of the Company. The Company will give prior notification to the LHO and the Branch Manager concerned of the Branch or its authorized official about the Caretaker posted at a particular ATM Site;
- iii. Maintain discreet internal surveillance of the ATM Site;
- iv. Clean the site including Sweeping and Cleaning of ATM sites, including all items in the room like wall, ceiling, floor, gates, stairs, ATM exterior, ATM screen, fascia & signage etc. without keeping the cleansing materials inside the ATM room, so as to maintain befitting ambience of the ATM room.
- v. Guide customers in operating the ATM. However, the Caretaker shall not operate the ATM in any manner whatsoever on the Customer’s behalf;
- vi. SBI may entrust to the Caretakers, the distribution of pamphlets of SBI products /customer education leaflets to the customers/visitors to our Bank ATMs;
- vii. During duty hours, the Caretaker will not engage themselves in any activity that is not in the interest of SBI. If any Caretaker indulges in activities detrimental to the interest of SBI, SBI may bar him from duty in any ATM site of the Bank. The decision of SBI in this regard will be binding on the Caretaker Company;
- viii. Escalate problems of any kind (e.g. malfunctioning / breakdown of ATM, lighting, AC, UPS, access door, if any) to the Vendor’s Management Centre and the SBI Branch Manager/ Channel
- ix. Manager concerned. The Caretaker will maintain a suitable register for recording details of such reports made including persons called etc.;
- x. In case of fire, he should try to extinguish it with the Portable Fire Extinguisher at the site, if available. If it is beyond his control, he should call Fire Brigade, Police and also inform Bank officials;



- xi. Prevent theft / damage of Bank's property from the ATM site including theft / damage of the outdoor units of the Split AC;
- xii. Provide protection to the property of the Bank / customers against crimes like theft, burglary, snatching, hold up, pilferage, sabotage, fire, etc.;
- xiii. Promptly call police station, fire services, etc., in case of emergencies;
- xiv. Clean the site, floor and to empty garbage bins and arrange for disposal of garbage and waste material;
- xv. Guide customers to various equipment available at the site and indicate availability of brochures/ leaflets etc. of SBI, kept on site;
- xvi. Where necessary, switch off/on the AC/genset and refill the fuel provided and arranged by SBI;
- xvii. Allow access, in addition to the customers, to the officials from SBI, Vendors or authorized persons of the vendors including NCR, Diebold, FSS, AGS, e-surveillance & AC maintenance vendors, HCL COMNET, Datacraft and Reliance or any other person duly authorized by SBI only on verification of their identity/ authority. The caretaker will maintain an access register for such entries where the particulars like name, name of the organization, time, purpose and signature or thumb impression, as the case may be, have to be recorded;
- xviii. Guide the customer to the nearest ATM Site in case of failure of service by the ATM; Deal with the customers politely;
- xix. Have the contact numbers of the local designated officials of the Caretaker Company;
- xx. The caretaker should take care of the ATM room/kiosk ensuring that the Site is clean, electrical fittings and signage are working and switched off when not required, racks are filled with brochures /pamphlets when provided at Site. the caretaker should ensure suitable temperature of AC cooling;
- xxi. Caretaker should notify appropriate Company as and when required to repair electricity, replace fittings, etc. or advise Management Centre or Bank's designated official. If at any time the.
- xxii. ATM is out of service, Caretaker should immediately notify Management Centre and/or Branch/Channel Manager concerned;
- xxiii. They should prevent use of the premises by squatters, hawkers or undesirable persons;
- xxiv. They should prevent misuse of the premises by antisocial elements or any such activities
- xxv. **The maintenance personnel on duty will:-**
 - Report for duty well groomed in proper uniform with a cap/ hat.
 - Remain alert and vigilant at all times and take appropriate action in case of any untoward incident.
- xxvi. **They should not:-**



- Be under influence of liquor/drug.
- Engage in any unnecessary conversation with anyone.
- Leave the post without being relieved.

xxvii. Weekly Check of all the sites will have to be carried out by the Company at their own cost, about the duty being performed by their personnel. The so deputed Duty-Inspectors shall endorse their comments in the Duty Roster of the concerned site. Any adverse observation/ laxity found on part of the duty personnel of the site must immediately be brought to the notice of the Bank.

It is clarified that the Caretaker shall not be armed or shall not carry any firearms either on his person or keep the same in the ATM Site.

2.3. As a part of the management and supervision of Caretaker Services, the obligations of the Company are detailed as under:

- i. The Caretaker Services will be requisitioned for ATM Sites by SBI;
- ii. The Company should have in place a policy for engaging Caretakers including thorough background check;
- iii. SBI will communicate in writing the list of sites for which Caretaker Services will be requisitioned and the dates for commencement of the Caretaker Services to the Company from time to time;
- iv. The Company will ensure that there is no violation by them of any statute and all the laws, rules and regulations will be strictly followed / implemented by the Company in regard to deployment of Caretakers for such services. SBI may, at its own cost, obtain independent audit report in respect of the statutory compliances by the Company;
- v. The Company will be responsible for the services provided to SBI by the Caretakers;
- vi. The Company will examine the Access Register maintained at the ATM Site by the Caretaker at periodic intervals and inform SBI about discrepancy noticed by them. The designated official of the Company will have to sign the said register in token of his examining the same; The register will be countersigned by the Channel Manager/Link Branch official, whenever they visit the ATM site as token of their having also examined the same;
- vii. In the event of emergency or irregular situation, the Caretaker shall escalate to respective Company, SBI and Management Centre of Vendor. The Vendor in coordination with the Bank will be responsible to initiate necessary steps to redress any irregular and/or emergency situation;
- viii. The Company will have overall responsibility to ensure that the Caretaker Service is rendered by the Caretaker efficiently and initiate corrective steps of its own where necessary. The Company will respond promptly to any complaint made by LHO/SBI/SBIIMS in regard to dereliction of duties/default in performance by its personnel.
- ix. They should provide protection to the property of the Bank & its customers against crimes like theft, burglary, snatching, hold up, pilferage, sabotage, fire, etc.
- x. The service provider shall depute its representative every month along with bank representative to inspect the ATM sites for the purpose of examining whether caretaker services are delivered as per the terms hereof and ascertaining any deficiency in the same.



- xi. The company has to provide the under mentioned cleansing materials to the caretaker at each SBI ATM sites. The amount to be considered by the company while quoting their rate in price bid.

SL.NO	CLEANING MATERIAL PER ATM SITE	Remarks
1	500 ML Glass Cleaning Liquid (Colin)	Every month
2	500 ML floor cleaning detergent/Liquid (Lizol/Harpik/ or equivalent brand as approved by SBI/SBIIMS)	Every month
3	Two Duster	Every month
4	Broom/jharu	Bi-Monthly
5	Dustbin	Half-yearly
6	Other cleaning equipments (Bucket & Mug etc.) (make: Ankur/Milton/cello)	Half-yearly

2.4 Employees of Caretaker Company:

The Caretakers engaged by the Company shall be the employees of the Company, and in no event the said Caretakers shall be deemed to be the employee of SBI. SBI is not responsible/liable to the said Caretakers and payment of salary, allowances and any other amount shall be the responsibility of the Company. The Company shall ensure that the requisite payment including salary, provident fund/ gratuity and pension, if any, will be paid by the Company and no liability of any kind whatsoever towards the said Caretaker shall devolve upon SBI. The Company hereby indemnifies SBI/SBIIMS and agrees to keep SBI/SBIIMS indemnified against all losses, damages, expenses and claims which SBI/SBIIMS may suffer/incur or which may be made against SBI/SBIIMS in respect of the services provided by the said company.



ANNEXURE-V

SCHEDULE OF DEPLOYMENT

The Caretaker Services shall be provided at the identified ATM sites normally in three shifts of eight hours each, as under. However, at the discretion of the Bank, the number of shifts can be limited with changes in timing, but limited to 8 hours each.

Shift 1 : from 06.00 AM to 02.00 PM

Shift 2 : from 02.00 PM to 10.00 PM

Shift 3 : from 10.00 PM to 6.00 AM (next day)

NOTE: Any other requirement at identified ATMs will have to be met by the Company at a short notice under same terms and conditions and at proportionate rate of payment. However the bank has discretion to change the timing of shift and to hire any ATM in any shift.

Area Category	Nos of ATM sites	Nos. of Manpower/Caretakers
B	62	178
C	173	464
	235 Nos	642 Nos

Note: The above figures of ATMS sites, Shift schedule, Nos. of caretakers to be deployed, Nos. of Centre (B & C category) are subject to change (may increase or decrease) and at the discretion of the Bank/SBIIMS. The final list will be given along with work order to the successful bidder.



ANNEXURE -VI

(To be submitted on the Company's letter head on this proforma only)

LETTER OF UNDERTAKING

To,

The Circle Head
Circle Office,
SBI Infra Management Solutions Pvt. Ltd.,
SBI Local Head Office, 4Th Floor,
III/1 Pandit Jawaharlal Nehru Marg,
Bhubaneswar- 751001

Dear Sir,

PROVIDING CARE TAKERS (WATCH& WARD (WITHOUT ARM)) IN BANK'S SELECT-ED ATMS/ E-CORNERS LOCATED ACROSS ODISHA STATE

Having examined the terms & conditions, scope of the works relating to the captioned work specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto and affecting the quotation, I/We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum on the rate as per min. wages Act. mentioned in the attached schedule and in accordance in all respect with the scope of work, instructions in writing referred to in conditions of Tender, conditions of contract and with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Description of work	Providing Care takers (watch& ward (without arm)) in Bank's select-ed ATMs/ E-corners located across Odisha State
(b)	Earnest Money	Rs.16,72,000.00 (Rupees Sixteen Lakh Seventy Two Thousand Only) in the Form of Demand Draft/Banker's Cheque issued by any Nationalised /Scheduled Bank Drawn in favour of "State Bank of In-dia." Payable at Bhubaneswar, ". The EMD is to be submitted to SBIIMS, Circle Head in a separate envelope super scribing "EMD" Vendor having NSIC certificates are exempted to submit the EMD, However, Copy of the NSIC certificate to be submitted.
(c)	Commencement of work	1st Day of Succeeding month of the Work Order or as advised in the Work Order.

Should this tender be accepted, I/we hereby agree to abide by and fulfill the terms and provisions of the said conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to SBIIM, the amount mentioned in the said conditions.



I/we have deposited Demand Draft / Banker's Cheque / FDR for a sum of Rs.16,72,000.00 (Rupees Sixteen Lakh Seventy Two Thousand Only) as Earnest money deposit with the SBI Infra Management Solutions Pvt. Ltd. Should I/we do fail to execute the contract when called upon to do so, I/we hereby agree that this sum shall be forfeited by me/us to SBI Infra Management Solutions Pvt. Ltd.

I/We read and understood the General Conditions, Special Clauses of Tender, Charter of Duties & Responsibilities for Personnel to be engaged, Schedule of Deployment and Terms and Conditions of the Contract for providing Caretaker Services at various ATM sites under State Bank of India, Local Head Office, 2 Floor, Bhubaneswar-751001. We, therefore, undertake that we shall not raise any claim / compensation in the eventuality of Bank deciding to drop any of the ATMs or Site from the schedule of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us in phases on our approved rates.

As when ask by the SBIIMS/Bank, I/we shall submit the Salary slip, Bank statement, EPF& ESI contributions, all statutory compliance and any documents as required by the Bank time to time.

We, hereby, also undertake that, we shall strictly adhere to all prevailing labour laws, Minimum Wages Act and other safety regulations. The company shall comply with the provision of all labour legislation including the latest requirements of all the Acts, laws, any other regulations that are applicable to provide the caretaker service. We shall ensure full compliance with tax laws & labour laws of India with regard to this contract and shall be solely responsible for the same. We also obtained all necessary

I / We have not made any modification / corrections / additions /deletions etc. in the Tender documents downloaded from web by me / us. In case at any stage later, it is found there is difference in our downloaded Tender documents from the original and / or any documentation, SBIIMS on behalf of SBI shall have the absolute right to disqualify / reject our Tender and also debar me / us in participating in any future tenders of SBIIMS/SBI without any prior intimation to me / us.

I/We hereby undertake and confirm that all the information furnished in this tender is correct and true to the best of our knowledge and belief and we own full responsibility for its correctness and authenticity.

I/We also understand that the SBI reserves the right to reject any or all quotations/tender at any stage without assigning any reason thereof.

I / We hereby understood and accordingly confirm that all Tender documents along supporting documents/annexures etc. are required to be submitted by us strictly in the prescribed format only. In case, the Bid/documents submitted by us along with this tender is found in any other formats and not complying this condition, we hereby authorize the SBIIMS/SBI to summarily reject our tender for which we shall not make any protest.

Yours faithfully,

Signature of authorized person
With Seal



ANNEXURE VII

TERMS AND CONDITIONS OF THE CONTRACT:

- 1) The Caretaker personnel provided shall be the employees of the Company and all statutory liabilities such as ESI, PF, other benefits under Workmen's Compensation Act, etc. will be paid by the Company. The list of staff going to be deployed shall be made available to the State Bank of India (SBI) and if any change is required on part of the SBI fresh list of staff shall be made available by the Company after each and every change.
- 2) The Company shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and Contract Labour (Regulation & Abolition Act) 1970, EPF etc. with regard to the personnel engaged by them for works. It will be the responsibility of the Company to provide details of manpower deployed by them in the SBI, to SBI and to the Labour Department.
- 3) As far as EPF is concerned, it shall be the duty of the Company to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month. Particulars of the employees engaged for the SBI works, is required to be submitted to the SBI. In any eventuality, if the Company fails to remit employee/employer's contribution towards PF subscription etc. within the stipulated time, SBI is entitled to recover the equal amount from any money due or that will accrue to the Company under this agreement or any other contract and pay to RPFC, duly furnishing particulars of personnel deployed for the SBI with penalties.
- 4) The antecedents of the Caretaker staff deployed shall be got verified by the Company from local police authority and an undertaking in this regard to be submitted to the SBI and SBI have the right to verify the same.
- 5) The Company will maintain a register on which day to day deployment of personnel will be entered. Additionally, an attendance register will be maintained at each ATM site. This will be countersigned by the authorized official of the SBI. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Company has to give an undertaking regarding payment of wages as per rules and laws in force.
- 6) All liabilities arising out of accident or death while on duty shall be borne by the Company.
- 7) Adequate supervision will be provided to ensure correct performance of the said caretaker services in accordance with the prevailing assignment instructions agreed upon between the two parties.
- 8) All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the SBI.
- 9) Company and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste & will not misuse the areas of responsibility given to them by the SBI and shall not knowingly lend to any person or company any of the effects of the SBI under its control.



- 10) The Caretaker staff shall not accept any gratitude or reward in any shape.
- 11) The Company shall have his own Establishment/set up/mechanism/Training institute to provide training aids or should have tied up with a training institute, with 2-3 Ex-Servicemen/Ex-Para Military Forces/Ex-Police for training purpose at its own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
- 12) Under the terms of their employment agreement with the Company, the Caretaker staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Company.
- 13) That in the event of any loss occasioned to the SBI, as a result of any lapse on the part of the Company which will be established after an enquiry conducted by the SBI, the said loss can be claimed from the Company up to the value of the loss. The decision of SBI will be final and binding on the Company.
- 14) The Company shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the SBI may issue from time to time and which have been mutually agreed upon between the two parties.
- 15) The responsibility to maintain discipline of the personnel will be with the company, however SBI may suggest for change or removal of recalcitrant considered being undesirable or otherwise and similarly Company reserves the right to change the staff with prior intimation to the SBI.
- 16) The Company shall be responsible to maintain all property and equipment of the SBI entrusted to it. The Company will not be held responsible for any damage caused to the property of SBI due to natural calamity.
- 17) The personnel engaged by the Company shall be dressed in neat and clean uniform (including proper name badges), failing which a penalty of Rs.1000/- will be levied on each occasion and habitual offenders in this regard shall be removed by the company from the SBI ATM Sites. The penalty on this account shall be deducted from the Company's bills.
- 18) The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Customers/SBI ATM users and should project an image of utmost discipline. The Company shall have to arrange for immediate suitable replacement in case of complaints against its personnel.
- 19) The eight hours shift generally will be from 06.00 hrs. to 14.00 hrs. , 14.00 hrs. to 22.00 hrs and 22.00 hrs. to 06.00 hrs.(next day). But the timings of the shift are changeable and shall be fixed by the SBI from time to time depending upon the requirements. Prolong duty hours (more than 8 hrs. at a stretch) shall not be allowed as a rule. No payment shall be made by the SBI for double duty, if any.
- 20) The Caretakers will have to report to the SBI's ATM Sites **at least 15 minutes in advance** of the commencement of the shift.



- 21) The payment would be made at the end of every month based on the actual shift manned/operated by the personnel supplied by the Company and based on the documentary proof jointly signed by the representative of the SBI and the Company/his representative/ personnel authorized by them. No other claim on whatever account shall be entertained by the SBI.
- 22) Any damage or loss caused by Company's persons to the SBI in whatever form would be recovered from the Company.
- 23) The company will give basic training/familiarization of the Security and Caretaker Services required to be deployed under the contract for 2 to 3 days and this period will not be counted as shift manned by Company's personnel for the purpose of payment under the contract.
- 24) In case any of Company's personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of guards absent on that particular day shall be levied by the SBI and the same shall be deducted from the Company's bills.
- 25) In case any of Company's personnel deployed under the contract fails to report in time and Company is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point 24(a) shall be levied.
- 26) In case any public complaint is received attributable to misconduct/misbehaviour of Company's personnel, a penalty of Rs.1,000/- for each such incident shall be levied and the same shall be deducted from Company's bill. Further the concerned Company's personnel shall be removed by the caretaker company from the SBI system immediately.
- 27) In case the Company fails to commence/execute the work as stipulated in the agreement or performance of the Company is unsatisfactory or does not meet the statutory requirements of the contract, SBI reserves the right to impose the penalty as detailed below:-
 - i. 20% of monthly cost of order/agreement per week, up to four weeks delays.
 - ii. After four weeks delay, the Bank reserves the right to cancel the contract and withhold the agreement and get this job carried out preferably from other successful bidders who agree to the terms and conditions of the contract. The difference, if any, will be recovered from the defaulter Company and the Company shall also be black listed for a period of 4 years from participating in such type of tender and the earnest money/security deposit may also be forfeited, if so warranted.
- 28) If any of the Company's personnel deployed under the contract is (are) found sleeping while on duty, a penalty of Rs 1000/- per incident shall be levied and the same shall be deducted from the Company's bills.
- 29) For any failure in communicating incident report to the Management Centre / SBI, as applicable, and exceeding one hour from the incident, a penalty of Rs 1000/- per incident shall be levied and the same shall be deducted from the Company's bills.
- 30) The Company shall ensure that the company and its personnel shall not at any time, without the consent of the SBI in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the SBI and shall not disclose to anyone information about the affairs of the SBI. This clause does not apply to the information, which becomes public knowledge.



- 31) Any liability arising out of any litigation (including those in consumer courts) due to any act of Company's personnel shall be directly borne by the Company including all expenses/fines. The Company and its personnel concerned shall attend the court as and when required.
- 32) The Company shall deploy its personnel in consultation with SBI. SBI shall be informed at least one week in advance and Company shall be required to consult SBI for any changes in personnel.
- 33) Force Majeure: If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.
- 34) The Company shall have its own Establishment/Setup/Mechanism, etc. at its own cost to ensure correct and satisfactory performance of its liabilities and responsibilities under the contract.
- 35) "NOTICE TO PROCEED" means the notice issued by the SBI to the Company communicating the date on which the work/services under the contract are to be commenced.
- 36) **There shall be NO joint venture/consortium/group/partnership or outsourcing in any form & manner of the services to be provided under this agreement.**
- 37) The contract period is twelve months from the date of the commencement (as mentioned in Notice to Proceed). SBI will have the option to extend / renew the contract up to three years, subject to satisfactory performance, after annual review, at the same rates and under the same Terms & Conditions.
- 38) During the course of the contract, if any of the Company's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the SBI, the Bank shall be entitled to terminate the contract forthwith duly forfeiting the Company's Performance Guarantee.
- 39) In the event of default being made in the payment of any money in respect of wages of any person deployed by the Company for carrying out of this contract and if a claim thereof is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the SBI may, failing payment of the said money by the Company, make payment of such claim on behalf of the Company to the said Labour Authorities and any sums so paid shall be recoverable by the SBI from the Company with penalty.
- 40) If any money shall , as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the SBI, such money shall be deemed to be payable by the Company to the SBI within seven days. The SBI shall be entitled to recover the amount from the



Company by deduction from money due to the Company or from the Performance Security with penalty.

- 41) The Company shall not engage any sub contract or transfer the contract to any other person/organisation in any manner.**
- 42) The Company shall indemnify and hold the SBI/SBIIMS harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the Company.
- 43) The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970.
- 44) The contracting Company shall not employ any person below the age of 18 years and above the age of 45 years. Manpower so engaged shall be trained for providing security services and fire-fighting services before joining. Caretakers shall be preferably 8 pass and training of 2-3 days duration for providing security and fire-fighting services shall be imparted by the Company at their cost.
- 45) The Company shall get personnel screened for visual, hearing, gross physical defects and contagious diseases and keep a certificate to this effect for each personnel deployed. The SBI will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.
- 46) Caretaker staff engaged by the Company shall not take part in any staff union and association activities.
- 47) The Company shall bear all the expenses incurred on the following items i.e. provision of torches and cells, baton, cleaning materials (Colin, floor cleaning liquid/detergent, duster, Dustbin, broom, bucket & mug etc.) and other implements to the Caretaker staff, stationary for writing duty charts, registers at ATM sites (Complaint Register and Access register for vendors/supervisors) and records keeping as per requirements.
- 48) The SBI shall not be responsible for providing residential accommodation to any of the employee of the Company.
- 49) The SBI shall not be under any obligation for providing employment to any of the worker of the Company after the expiry of the contract. The SBI does not have any employee- employer relationship with any of the workers of the Company. There should be no relationship of master & servant between the personnel of the company and the bank.
- 50) If as a result of post payment audit any overpayment is detected in respect of any work done by the Company or alleged to have done by the Company under the tender, it shall be recovered by the SBI from the Company. If any underpayment is discovered, the amount shall be duly paid to the Company by the SBI.
- 51) The Company shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the SBI, etc.
- 52) The Company will have to deposit the proof of depositing employee's contribution towards EPF/ESI etc. of each employee every month.



- 53) **The Company shall disburse the wages to its staff deployed in the SBI every month by direct credit to account to be opened with SBI branches. The company shall furnish the list of the employees along with a/c number to bank.**
- 54) The Company should have round the clock control room service along with quick response teams to deal with emergent situations.
- 55) The Earnest Money of the Successful Bidder will be return to the service provider on submission of a performance Bank Guarantee (PBG) of 10% of the annual value of the contract awarded within fourteen days of receiving intimation from SBI/SBIIMS for submission of the PBG. For any delay in submission of the PBG beyond fourteen days, penalty @ Rs. 2,000/- per day will be levied and recovered from the Earnest Money Deposited/outstanding payments, if any. The tenure of the PBG should be one year and would have to be extended/renewed if the contract is extended/renewed for the period of extension/renewal. Further, if additional ATM sites are awarded, the value of PBGs furnished will also increase proportionately so that the total PBG value is maintained at 10% of the annual value of the contract awarded. The PBGs should be issued by a scheduled commercial bank in India other than the co-operative Bank, State Bank of India.
- 56) The SBI/SBIIMS shall not be responsible fully or partly to any labour or other dispute that may arise between successful company and their staff (caretaker).
- 57) **OBLIGATION OF THE COMPANY:** The Company shall ensure full compliance with tax laws & labour laws of India with regard to this contract and shall be solely responsible for the same. The Company shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the bank fully indemnified against liability of tax, interest, penalty etc. of the Company in respect thereof, which may arise.
- 58) **Disputes / Arbitration (applicable in case of successful Bidder only):**
- a) Any dispute and/or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the parties concerned. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Chief General Manager, SBI, Local Head Office, Bhubaneswar.
 - b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.
 - c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the Company shall continue to be made in terms of the contract. Arbitration proceedings will be held at Bhubaneswar only.
 - d) The Company shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

59. JURISDICTION OF COURT: The courts at Bhubaneswar shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.



60. Local Laws, Acts, Regulations

The contractor shall obtain all required licence, permission, approval from Govt. authority/statutory body/local authority and strictly adhere to all prevailing labour laws inclusive of contract labour (regulation and abolition act of 1970) and other safety regulations as applicable for caretaker service at his own cost. The contractor shall comply with the provision of all labour legislation including the latest requirements of all the Acts, laws, any other regulations that are applicable to the provide the caretaker service.

- i) Minimum Wages Act, 1948 (Amended)
- ii) Payment of Wages Act 1936 (Amended)
- iii) Workmen's Compensation Act 1923 (Amended)
- iv) Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971(Amended)
- v) Apprentice Act 1961 (Amended)
- vi) Industrial Employment (Standing Order) Act 1946 (Amended)
- vii) Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
- viii) Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- ix) Shop and Establishment Act
- ix) Any other Act or enactment relating thereto and rules framed there under from time to time.

61. 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 whenever applicable along with the statutory compliance. After occurrence of any such incidence/notification, the service provider will raise revise monthly bill as per the new Central minimum wages notification, with a prior approval.

b. Price Variation on Material Component, service charges etc.: No escalation will be allowed during the contract period.



ANNEXURE VIII

PERFORMANCE BANK GUARANTEE FORMAT

(TO BE STAMPED AS AN AGREEMENT)

THIS PERFORMANCE BANK GUARANTEE AGREEMENT executed atthis.....day of 2019 by (Name of the Bank)..... having its Registered Office atand its Branch at(hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) **IN FAVOUR OF** State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at-----

(procuring office address), hereinafter referred to as "SBI" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

WHEREAS M/s _____, incorporated under _____ Act having its registered office at _____ and principal place of business at _____ (hereinafter referred to as "**Service Provider/ Vendor**") which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to develop, implement and support (name of Services) (hereinafter referred to as "**Services**") to SBI in accordance with the Tender No. :xx:xx dated dd/mm/yyyy.

WHEREAS, SBI has agreed to avail the Services from the Service Provider for a period of _____ year(s).

WHEREAS, in accordance with terms and conditions of the Tender/Purchase order/Agreement dated....., Service Provider is required to furnish a Bank Guarantee for a sum of Rs._____/-(Rupees _____ only) for due performance of the obligations of the Service Provider in providing the Services, in accordance with the Tender/Purchase order/Agreement guaranteeing payment of the said amount of Rs._____/-(Rupees _____ only) to SBI, if Service Provider fails to fulfill its obligations as agreed in Tender/Agreement.

WHEREAS, the Bank Guarantee is required to be valid for a total period of _____ months and in the event of failure, on the part of Service Provider, to fulfill any of its commitments / obligations under the Tender/Agreement, SBI shall be entitled to invoke the Guarantee.

AND WHEREAS, the Guarantor, at the request of Service Provider, agreed to issue, on behalf of Service Provider, Guarantee as above, for an amount of Rs._____/-(Rupees _____ only).

NOW THIS GUARANTEE WITNESSETH THAT

1. In consideration of SBI having agreed to entrust the Service Provider for rendering Services as mentioned in the Tender, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Service Provider shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the Tender/Agreement



and in the event of Service Provider failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the Tender/Agreement, we (the Guarantor) shall on demand(s), from time to time from SBI, without protest or demur or without reference to Service Provider and notwithstanding any contestation or existence of any dispute whatsoever between Service Provider and SBI, pay SBI forthwith the sums so demanded by SBI in each of the demands, subject to a cumulative maximum amount of Rs. _____/- (Rupees _____only).

2. Any notice / communication / demand from SBI to the effect that Service Provider has failed to fulfill its commitments / obligations in respect of rendering the Services as mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and shall not be questioned by the Guarantor in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be honoured by the Guarantor without any delay.
3. We (the Guarantor) confirm that our obligation to the SBI, under this guarantee shall be independent of the agreement or other understandings, whatsoever, between the SBI and the Service Provider.
4. This guarantee shall not be revoked by us (the Guarantor) without prior consent in writing of the SBI.

WE (THE GUARANTOR) HEREBY FURTHER AGREE & DECLARE THAT-

- (i) Any neglect or forbearance on the part of SBI to Service Provider or any indulgence of any kind shown by SBI to Service Provider or any change in the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.
- (ii) This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by SBI at its discretion.
- (iii) This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.
- (iv) The guarantee shall not be affected by any change in the constitution of SBI or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise
- (v) This guarantee shall be a continuing guarantee during its validity period and the SBI can make its claim in one or more events within the total liability of the Guarantor mentioned herein.
- (vi) This Guarantee shall remain in full force and effect for a period of ___ years from the date of the issuance i.e. up to _____. Unless a claim under this Guarantee is made against us within three (3) months 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.
- (vii) This guarantee shall be governed by Indian Laws and the Courts in Bhopal, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.



Notwithstanding anything contained herein above:

(a) Our liability under this Bank Guarantee shall not exceed Rs...../(Rupeesonly)

(b) This Bank Guarantee shall be valid upto.....

(c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if SBI serve upon us a written claim or demand on or before (date which is 3 months after date mentioned at (b) above.

Yours faithfully,

For and on behalf of Bank.

Authorised official

Sr. No	Deficiency in criterion/ services	Penalty (Amount in Rs.)
1	Age of Caretaker (CT) less than 18 or more than 45 years and/ or Qualification of CT less than 8 th pass	1000/- per instance
2	Non-supply/ non- wearing of uniform by CT / not in proper attire.	1000/- per instance
3	Non-supply of cleaning material by CTA and/ or poor upkeep/ non-cleaning of ATM kiosk by CT	1000/- per instance
4	Non-supervision/ false/ incorrect reporting by CTA/ Supervisors	1000/- per instance
5	Non Supply / Non maintenance of registers at ATM site	1000/- per instance
6	Impolite/ inappropriate behavior by CT/ Supervisors/ Rounders etc.	1000/- per instance
7	Caretaker found sleeping/ drowsing/ drunken/Selling Goods and Products.	1000/- per instance
8	Absenteeism of CT for a day	Double the wages of no of day absent
9	Failure to replace suitable Caretakers in place of absent/ undesirable Caretakers within 24 hours	1000/- per instance
10	Delay/ Failure by CT/ CTA in reporting untoward incident to SBI (Beyond delay of 1 hour from the time of happening of incident)	2000/- per instance
11	Caretaker committing / attempting involvement in illegal/criminal activity including fraud/ Theft/ Vandalism etc	25000/- per instance besides recovery of loss from CTA, initiation of legal action and termination of the CTA from the site.
12	Delay/ failure by CTA in payment of Salary, minimum wages as per Minimum Wages Act, 1948, ESIC, EPF, Workmen Compensation, service tax, etc.	30000/- per instance in Addition to recovery of Payment made to statutory authority.
13	Receiving notice for any dispute related to caretaker due to act of CTA and Bank has to appear in RLC/Dy.Chief Commissioner (CLC) or any such forum	30000/- per instance.
14	Any undesirable act / omission or commission/ wrong doing by CT/ CTA causing reputation loss to the Bank	Termination of site and penalty of Rs. 500/- to Rs. 10000/- depending upon gravity of incident.
15	Closing the ATM site at night or day without the permission of Bank	1000/- per instance



NON-DISCLOSURE AGREEMENT

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made at Mumbai between:

_____ constituted under the _____ Act,
_____ having its Corporate Centre at _____
_____ (hereinafter referred to as "Bank"

which expression includes its successors and assigns) of the ONE PART;

And

_____ (hereinafter referred to as
"_____") which expression shall unless repugnant to the subject or context
thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

And Whereas

1. _____ is carrying on business of
providing _____, has agreed to
_____ for the Bank and other related tasks.

2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER

1. **Confidential Information and Confidential Materials:**

- (a) "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other



storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement

- (b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.
- (c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

2. **Restrictions**

- (a) Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's own employees and other persons and then only to those employees and persons who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement. If the Service Provider shall appoint any Sub-Contractor then the Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Bank an undertaking in similar terms to the provisions of this clause.
- (b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
 - (1) the statutory auditors of the Bank and
 - (2) regulatory authorities regulating the affairs of the Bank and inspectors and supervisory bodies thereof
- (c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement
- (d) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.



- (e) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

3. **Rights and Remedies**

- (a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
- (b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
- (c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
 - a. Suspension of access privileges
 - b. Change of personnel assigned to the job
 - c. Financial liability for actual, consequential or incidental damages
 - d. Termination of contract
- (d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4. **Miscellaneous**

- (a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.
- (b) Any document provided under this Agreement is provided with RESTRICTED RIGHTS.
- (c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- (d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work



resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the pro
- (f) Visions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- (g) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.
- (g) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (h) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

5. Suggestions and Feedback

- (a) Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this _____ day of _____ 2019 at _____

(month) (place)

For and on behalf of _____

Name		
Designation		
Place		
Signature		

For and on behalf of _____

52/55		Signature and Seal of the Tenderer



Name

Designation

Place

Signature



ANNEXURE-XI

Clarification/ Pre-Bid Query Format
(To be provided strictly in Excel format)

Vendor Name	Sl. No	Tender Page No	Tender Clause No.	Existing Clause	Query/Suggestions



SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.

(A Wholly Owned Subsidiary of SBI)

CIRCLE OFFICE

SBI Local Head Office, 4th Floor, III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 751001

Part – II

(Price Bid)

PROVIDING CARETAKERS (WATCH & WARDS CATEGORY (WITHOUT ARM)) IN BANK'S SELECTED ATMS/ E-CORNERS LOCATED ACROSS ODISHA STATE

Tender reference No: BHU201904008

(Not to be filled by the Bidder, Rate to be quoted Online)

Note: SBIIMS approved agencies; those who are participated & qualified in Pre-qualification process and received mail from SBIIMS, Bhubaneswar are only eligible to participate in this tender.

TENDER SUBMITTED BY:

NAME OF THE COMPANY : _____

ADDRESS : _____

GSTIN NO : _____

DATE : _____



SCHEDULE OF RATES

For **Bhubaneswar Circle for a Caretaker Personnel**

Sl. No	Charges under Head	Rs. for "B" Centre (Bhubaneswar, Cuttack & Rourkela)	Rs. for "C" Centre (Rest of Odisha)
1	Minimum Wages notified by the Ministry of Labour, Government of India vide Order dated 27.03.2019 issued from the office of the chief labour commissioner for watch & ward (without arm) (Amount per person per month)	17370.00	14820.00
2	DA notified by the ministry of Labour, Government of India from time to time (Amount per month)	1980.00	1710.00
	Sub Total (1+2)	19350.00	16530.00
3	Minimum statutory EPF contribution @13% on Basic plus VDA for 26 days(Amount per person per month)	2180.10	1862.38
4	Statutory ESIC contribution@4.75% for 30 days (Amount per person per month)	919.13	785.18
5	Statutory contribution towards Labour Welfare Fund (Amount per person per month)	3.33	3.33
6	Pay for three National Holidays in a year (Basic + VDA/30*3/12) (Amount per person per month)	161.25	137.75
7	Statutory Bonus @ 8.33% on Basic per month (Basic + VDA for 26 days)	1396.94	1193.36
8	Total amount per person per month	24010.75	20511.99
9	Quote charges towards cleaning of ATM site including cost of supply of cleansing materials as per the tender (Amount per person per month) (zero or -ve value will not allowed)		
10	Service Charges (Amount per person per month) (zero or -ve value will not allowed)		



11	Grand total per person per month (subtotal of SL.8 + SL.9 + SL.10)		
12	Approx. Nos. of Caretaker required to be deployed at 235 sites in differ- ent shifts.	178	464
13	Total amount in Rs. per month (subtotal of Sr. No. 11 X Sr. No 12)		
14	Total annual Value in Rs. (Subtotal of Sr. No. 13 X 12)		
15	Grand total annual amount in Rs. for both B and C Centre. (Subto- tal of Sr. No 14 for B & C centre) excluding GST		

(Total Amount in Word Rupees.....Only)

IMPORTANT INSTRUCTIONS TO THE BIDDERS:

The Bidders are advised to note and ensure compliance of the following while quoting their rates:-

- i) **Item nos. 1 to 8 will be reviewed as and when there is a statutory change. Details as per price variation clause.**
- ii) **Item nos. 9 & 10 will remain fixed for the period of the contract.**
- iii) **GST as applicable, will be paid extra.**
- iv) **After opening of the tender (Price Bid) if two or more company, quoting the same lowest rate, work would be awarded to the agency which has the highest average turnover for the last three consecutive financial years i.e. 2015-16 & 2016-17 & 2017-18.**
- v) **The above figure of ATMs sites, Shift schedule, No of caretakers, Nos of Centre (B & C category) are subject to change and at the discretion of the Bank/SBIIMS. The final list will be given along with work order.**
- vi) **All payment shall be subject to statutory deductions towards TDS etc. as applicable during currency of contract.**