REQUEST FOR PROPOSAL (RFP):

COMPREHENSIVE ANNUAL CONTRACT FOR

HOUSEKEEPING

& MAINTENANCE SERVICES AT

SBLC AURANGABAD

Ref: ABD/17-18/32 Dated: 05.07.2017

The Asst. General Manager
State Bank of India
State Bank Learning Centre,
Jalgaon Road,
CIDCO, N-7,
Aurangabad – 431 003
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### RFP: Comprehensive Annual Contract for Housekeeping & Maintenance Services at SBLC Aurangabad

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# RFP: Comprehensive Annual Contract for Housekeeping & Maintenance Services at
# SBLC Aurangabad

## 1. Bid Details

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<td><strong>1.</strong> Date of Advertisement in the newspaper</td>
<td><strong>Date:</strong> <strong>14.09.2017</strong></td>
<td></td>
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<tr>
<td><strong>2.</strong> Tender document</td>
<td>To be downloaded by bidder from <a href="http://www.sbi.co.in">www.sbi.co.in</a></td>
<td></td>
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<tr>
<td><strong>3.</strong> Last date and time for receipt of written queries for clarification from bidders</td>
<td><strong>Date:</strong> <strong>20.09.2017</strong>  <strong>Time:</strong> up to <strong>03:00 pm</strong></td>
<td></td>
</tr>
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<td><strong>4.</strong> Date of clarifications on the Bidder’s queries.</td>
<td><strong>Date:</strong> <strong>20.09.2017</strong>  <strong>Time:</strong> up to <strong>05:00pm</strong></td>
<td></td>
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<td><strong>5.</strong> Last Date and Time for Bid Submission of Tender at State Bank of India State Bank Learning Centre, Jalgaon Road, N-7 , CIDCO, Aurangabad. 431003</td>
<td><strong>Date:</strong> <strong>21.09.2017</strong>  <strong>Time:</strong> <strong>05:00pm</strong></td>
<td></td>
</tr>
<tr>
<td><strong>6.</strong> Date and Time of Technical Bid Opening</td>
<td><strong>Date:</strong> <strong>22.09.2017</strong>  <strong>Time:</strong> <strong>10.30am</strong> Representatives of Bidder may be present during opening of Technical Bid. However Technical Bids would be opened even in the absence of any or all of the bidders representatives</td>
<td></td>
</tr>
<tr>
<td><strong>7.</strong> Place of opening of Bids</td>
<td>State Bank of India State Bank Learning Centre, Jalgaon Road, N-7 , CIDCO, Aurangabad. 431003</td>
<td></td>
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<tr>
<td><strong>8.</strong> Address for communication : Asst. General Manager (Training) State Bank of India State Bank Learning Centre, Jalgaon Road, N-7 , CIDCO, Aurangabad. 431003</td>
<td>1. Name: Shri R S Lote 2. Designation : Asst. General Manager (SBLC) 3. Contact Number : 0240-2485915 4. Fax : 0240-2483305 5. Email : <a href="mailto:sblc.aurangabad@sbi.co.in">sblc.aurangabad@sbi.co.in</a></td>
<td></td>
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<td><strong>9.</strong> Earnest Money Deposit</td>
<td><strong>Rs.10,000/- in the form of Demand Draft</strong> in favor of State Bank of India payable at Aurangabad. EMD should be enclosed along with Technical Bid.</td>
<td></td>
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<td><strong>10.</strong> Bidder Contact Details</td>
<td>Bidder to Provide following information: 1.Name of the Company 2.Contact Person 3.Mailing address with Pin Code 4.Telephone number and Fax Number 5. Mobile Number 6. E-mail</td>
<td></td>
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<td></td>
<td>Site visit/inspection</td>
<td>25.09.2017 &amp; 26.09.2017 upto 2.00 p.m.</td>
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<td>11</td>
<td>Date of Commercial Bid Opening</td>
<td>**Date:**27.09.2017 <strong>Time:</strong> 04:00 pm Bidders who qualify in the Technical Bid will be communicated. Representatives of Bidder may be present during opening of Indicative Commercial Bid on 22.09.2017 at 04:00pm. However Bids would be opened even in the absence of any or all of the Bidder’s representatives.</td>
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### 2. Overview
State Bank of India is India’s largest Bank with a network of over 22000 branches, spread across India. Bank also has presence in 32 countries across the globe. The Bank offers wide range of products and services to both Corporate and Retail Customers. The Bank also has one of the largest networks of 59000+ ATMs spread across geographical locations. Bank also provides services to its customers through alternate channels such as Internet Banking, Debit Cards, and Mobile Banking etc.

To expand further reach, Bank is also forging ahead with cutting edge technologies and innovative new banking models.

### 3. Purpose
**Part – A**: Tenders are invited for Annual Housekeeping & maintenance services contract at SBLC Aurangabad, only from the Service Provider Firms / Companies (hereinafter referred to as “Contractor / Bidder”) of repute and having experience in providing services such as housekeeping hereinafter referred to as (“Comprehensive Annual House-keeping Contract”).

### 4. INVITATION FOR TENDERS FOR HOUSE KEEPING AND MAINTENANCE AT STATE BANK LEARNING CENTRE AURANGABAD DESCRIBED IN SCHEDULE

1. The specification of the work for which the tenders are invited is as per Schedule II
2. Sealed tender documents duly completed in all respects shall be submitted to Administrative officer, State Bank Learning Centre, N-7 CIDCO, Aurangabad in envelope sealed and clearly as indicated below:-
   “Tender for care-taking, house keeping and gardening at State Bank Learning Centre, N-7 CIDCO, Aurangabad “

   Inspection of the premises referred to in Schedule I, will be permitted on all working days during office hours between 3.00 p.m. to 5.00 p.m. with prior permission. Please intimate us in advance to
3. The tender documents must accompany Earnest Money Deposit of Rs.10,000/- (Rupees ten thousand only) in the form of Demand Draft or Bankers Cheque of any schedule bank in favor of State Bank of India (payable at Aurangabad). The tenders may be delivered either in person or by post so as to reach the Bank on or before outsourcing and the outsourcing either in person or by post so as to reach the Bank on or before 21.09.2017 Time : 05:00 pm. The Bank will not be responsible for any postal delay / loss/ non receipt thereof. No consideration will be given to a Tender received after the date specified above and such tenders are to be rejected.

   i  The tender documents are not transferable.

   ii Incomplete tenders and those which do not conform to the requirements of the invitation for the tenders are liable to be rejected. Tenders submitted by a firm shall be signed separately by each member thereof and in the absence of any partner, shall be signed by the power of Attorney holder. Tender by a company shall be executed by person/s duly authorized under the resolution of the Board of Directors of the Company.

4. Pre bid meeting will be held on 22.09.2017 at State Bank Learning Centre, N7 CIDCO, Aurangabad 431009.

5. Earnest money deposited will be refunded without any interest therein to all except successful bidder within 3 days from the date of approval of the tenders by the Competent Authority.

6. Opening of Tenders: The tenders will be opened at 10:30 am on the last date of submission i.e. on 22.09.2017.

7. The tenderer should submit Revenue/ Banker’s solvency certificate for Rs. 5 lacs.

8. The duration of the contract for the above services would be for a period of 12 months from the date of acceptance subject to renewal for a further period of one year on the same terms and conditions upon renewal of License by the Contractor on or before expiry of the License granted by the “Appropriate Authority under the Contract Labour (Regulation and Abolition) Act 1970. However, the contract will not be renewed beyond 2 years.
9. The Courts in Aurangabad city alone shall have the jurisdiction in respect of any or all matters relating to or connected with the tender.

10. State Bank of India discourages the stipulations of any condition by the tenderers. The conditional tender will be liable to be rejected.

11. THE BANK DOES NOT BIND ITSELF TO ACCEPT THE LOWEST TENDER AND RESERVES TO ITSELF THE RIGHT TO REJECT ANY OR ALL THE TENDERS RECEIVED WITHOUT ASSIGNING ANY REASONS. THE BANK HAVE APPOINTED COMMITTEE TO CONDUCT DETAILED SURVEY TAKING INTO CONSIDERATION MINIMUM WAGES AS PER MINISTRY OF LABOUR & EMPLOYMENT OFFICE OF THE CHIEF LABOUR COMMISSIONER AND REASONABLE PROFIT. THE COMMITTEE’S RECOMMENDATIONS ABOUT REASONABLE RATE OF CONTRACT WILL BE DECLARED BEFORE OPENING OF THE PRICE BID. THE TENDERS UPTO 5% LESS THAN THE REASONABLE RATE WILL BE CONSIDERED AND THE PRICE BID LESS THAN THIS REASONABLE RATE (i.e. reasonable rate of contract declared less 5%) WILL BE REJECTED, AS IT WILL NOT BE ECONOMICALLY VAILABLE TO ANY CONTRACTOR TO PROVIDE EXPECTED EXCELLENT QUALITY SERVICES WITH LESS THAN THIS REASONABLE RATE CONSIDERING ABOVE STATED ALL COSTS.

12. **Validity of tender**: The tender shall be valid for a period of 90 days from the last date of submission of the tender.

13. Final award of contract for the above services will be subject to the approval of the Competent Authority in the Bank.

14. The specifications, duration of the work and the terms and conditions under which the contract is required to be performed and also the rights and obligations of the person/s whose tender is accepted shall be under an Agreement to be executed strictly in terms of the format enclosed as Annexure and the tenderers submitting the tender shall have read the same and is always deemed to have read and understood the same before submitting the tender.

Yours faithfully, 

Accepted above terms & conditions

ASST. GENERAL MANAGER (TRG) 

by Duly Authorised Signatory
The bidders desirous of taking up the project for supply of above Services for SBI are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBI Housekeeping services adhering to Bank's requirement outlined in this RFP.

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

4. **RFP Terminology**
Definitions – Throughout this RFP, unless inconsistent with the subject matter or context:
5.1 Bidder / Service Provider/ Contractor – An eligible entity/firm submitting a Proposal/Bid in response to this RFP
5.2 Supplier/ Contractor/ Vendor – Selected Bidder under this RFP.
5.3 The Bank/ SBI - Reference to the “the Bank”, “Bank” and “SBI” shall be determined in context and may mean without limitation “State Bank of India”.
5.4 Proposal/ Bid – the proposal submitted by the Bidder duly filled in response to this RFP
5.5 RFP – the request for proposal (this document) in its entirety, inclusive of any addenda that may be issued by the Bank.
5.6 ITB – mean instructions to the Bidder.
5.7 Annual Maintenance Contract (AMC) - It would be the annual cost of Maintenance for providing Services indicated above.

5. **Eligibility Criteria**
Bid is open to all Bidders who fulfill the eligibility criteria. The bidder has to submit the details of eligibility criteria as per Annexure – B.

6. **Disclaimer**
The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of State Bank of India (Bank), is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is pro-vided.
This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with infor-mation.
to assist the formulation of their proposals. This RFP does not claim to contain all the in-formation each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.

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

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

7. **Earnest Money Deposit (EMD)**

Bidder to submit the EMD of Rs. 10,000/- ( Rs. Ten thousand only) as Bid Security in the form of Demand draft/ BC in favor of State Bank of India, payable at Aurangabad.

**EMD (Demand Draft) should be kept in the envelope containing technical Bid.** Any bid not accompanied with the requisite EMD shall be treated as non-responsive and is liable to be rejected.

The EMD of the unsuccessful bidders will be returned as early as possible. Successful Bidder’s EMD will be returned upon the bidder signing the contract and submitting the required security deposit of Rs 1,00,000.00 ( Rupees One lakh only/-).

No interest is payable on the amount of EMD.

If EMD is forfeited for any reason, the concerned bidder will be debarred from further participation for the RFPs to be floated by the Bank during next one year, as per sole discretion of the Bank.

**The EMD may be forfeited:**

If a Bidder withdraws or amends its bid during the period of Bid validity specified herein; or

If a Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of contract; or

In case of a successful Bidder, if the Bidder fails:

To sign the contract with the Bank within a period of 30 days; or
8. Bidding Document

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

8.2 Content of Bidding Document

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

8.2.2 The Bidder is expected to examine all instructions, statements, terms and specifications in the bidding document. Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in rejection of its bid. While SBI has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders. Furthermore, during the RFP process, SBI has disclosed or will disclose in the RFP and corrigendum/ addenda, available information relevant to the Scope of Work to the extent, detail, and accuracy allowed by prevailing circumstances. Nothing in this RFP or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in the RFP or any addenda.

8.3 Clarifications & Amendments

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

8.3.2 The Bidder requiring any clarification of the bidding documents should submit written queries on or before Date: 20.09.2017 Time: 3.00 p.m.

8.3.3 At any time prior to the deadline for submission of bids, SBI may modify the bidding document by amendment.

8.3.4 Any clarification issued by SBI will be in the form of an addendum/ corrigendum and will be made available. The amendment will be binding on all bidders. SBI, at its discretion may extend the deadline for submission of bids which shall be in-formed.

9. Bidding Process

The bids shall be submitted in two separate sealed envelopes, one containing Technical Bid and other Indicative Commercial Bid along with Demand Draft of EMD, both to be submitted together in one envelope. All details with the relevant information / documents / acceptance of all terms and conditions strictly as described in this RFP will have to be submitted. In the first stage, only TECHNICAL BID will be opened and evaluated. Bidders satisfying eligibility criteria and agree to comply with all terms and conditions specified in this document will be evaluated for technical specifications. Those bids that have complied to Technical bids shall be qualified for commercial bid opening and further RFP process.
**10. Preparation and Submission of Bids**

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

11.2 Vendor must provide specific and factual replies to specific questions asked in the RFP.

10.3 The bids should be submitted in 2 separate envelopes “Technical Bid” & “Indicative Commercial bid”. Technical bid should comprise of the following documents and placed in a sealed envelope superscribed as “Technical bid for Comprehensive Annual Contract for Housekeeping & Maintenance Services at SBLC Aurangabad.”

The technical bid should consist of the following:

i. Earnest Money Deposit as specified in this document

ii. A letter on bidder’s letter head mentioning
   a) Details of EMD submitted, technical competence and experience of the bidder
   b) Certifying that the period of the validity of the bid is 90 days from the target date of submission of bid
   c) Confirming that the bidder has quoted for all the items/services mentioned in the bid in their commercial bid
   d) Supporting documents in respect of Eligibility Criteria as mentioned in Annexure - B.

iii. Bidders information as per Annexure - D on bidder’s letter head

iv. Audited balance sheets and profit and loss account statement for last 3 years

v. A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.

vi. Response to all points of the Technical evaluation format as per Annexure C

11.4 Bidder should submit indicative commercial bid as per Annexure - F of the bid document and the indicative commercial bid should be a complete document and placed in a sealed envelope superscribed as “INDICATIVE COMMERCIAL BID for Comprehensive Annual Contract for Housekeeping & Maintenance Services at SBLC Aurangabad”.

11.5 **Bid Prices**

The prices should be specified only in “Indicative Commercial Bid” and must not be specified at any other place in the bid document. The Price quoted should inclusive minimum wages (Central Govt.), EPF, ESIC, Bonus, escalation on account of increase in minimum wages during the contract period of initial one year, include profit, lump sum payment towards the cost such as Insurance, personal protective equipment, shoes, tools required, consumables, all taxes, duties & statutory levies such as Service Tax, VAT/Sales Tax, Octroi, LBT, GST etc.

11.6 **Revealing of Prices**

The rates and/ or prices in any form or for any reasons should not be disclosed in the technical or other parts of the bid except in the indicative commercial bid, failure to do so make the bid liable to be rejected.

11.7 **Validity of Bids**

Bid shall remain valid for 90 days from date of submission mentioned at Bid Details. A bid valid for
shorter period is liable to be rejected. The bidder may require to give consent for the extension of the period of validity of the bid beyond initial 90 days, if so desired by the Bank in writing or by fax. Refusal to grant such consent would result in rejection of bid without forfeiture of the EMD. However any extension of validity of bids will not entitle the bidder to revise/ modify the bid document.

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

11.9 Format and Signing of Bid
11.9.1 The bidder should prepare submission as per minimum eligibility criteria, Technical Bid, Indicative Commercial Bid and other requested information.

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

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

11.9.4 Bid should be typed and submitted on A4 size paper [font times new roman 12], spirally bound securely and in serial order. Bidders responding to this RFP shall submit covering letter included with the bid and compliance certification statement required for submission of a proposal. In the event of the target date for the receipt of bids being declared as holiday for the Bank, the bids will be received till the target time on the next working day. The bank may at its discretion extend the bid submission date.

11.10 Bid Currency
Prices shall be expressed in Indian National Rupees only.

11.11 Late Submission of bids
Any bid received by the Bank after target date and time prescribed at Bid details will be rejected and/or returned unopened to the bidder at his risk and responsibility.

11.12 Modification and Withdrawal of Bids
No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity.

11. Opening and Evaluation of Bids

12.1 Opening of Technical Bid
All the Bids will be opened at the date, time & locations mentioned under the clause Bid De-tails. The technical bids will be open in the presence of representatives of the bidders who choose to attend.

12.2 **Evaluation Process**

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

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

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

12.2.2 **Technical Evaluation**
Detailed technical evaluation will include, scrutiny of minimum eligibility criteria (as men-tioned in Annexure B) and technical information submitted as per technical bid format (An-nexure C).

Bids meeting the eligibility criteria & having complied with the points of Technical Bid and at-tain minimum technical score shall be qualified for commercial bid opening & evaluation / Re-verse Auction.

12.2.3 **Commercial Evaluation**
Bidder should provide indicative price only.

The envelope containing the Commercial offers of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting commercial bid set out in Annexure F. The commercial offer should consist of comprehensive Cost for the tendered work. Bidder must provide detailed cost breakdown, for each and every categories mentioned in the commercial bid.

NOTE: The Bidders should ensure to follow the minimum wages (Central Govt.), ESIC, EPF, Bonus, Insurance and all statutory obligations, etc. while quoting the indicative price and final price in the reverse auction. The Prices quoted are inclusive of minimum wages (Central Govt.), EPF, ESIC, Bonus, profit, lump sum payment towards the cost such as Insurance, personal protective equipment, shoes, uniform, consumables, required tools & machineries, all taxes, duties & statutory levies such as Service Tax, VAT/Sales Tax, Octroi, LBT, GST etc.

12. **Award & Signing of contract**

SBI will notify successful bidder (LI) in writing by letter in duplicate or fax that its bid has been accepted. The Selected bidder has to return the duplicate copy to the Bank within 2 working days duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
The successful bidder shall be required to enter into a contract with the Bank, within 8 days of the award of the tender or within such extended period as may be decided by the Bank along with the letter of acceptance, NDA and other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.

[Marginal Comment: In case, if the bid price offered by L1 is not reasonable, then the tender issuing Department should review its own data and details relied upon to prepare its estimates, to ascertain whether the estimated price is reasonable or not. If Banks estimates are correct, the Bank may strictly as an exception than as a rule, negotiate the price with the lowest (L1) bidder in an attempt to bring down the price to the reasonable level. Justification of such negotiations should be recorded and duly approved by competent authority without any loss of time.]

13. **Subcontracting**
As per scope of the RFP, subcontracting is explicitly prohibited.

14. **Cancellation of Contract**
The Bank shall have the right to cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of at least one (1) month, without assigning any reason.

15. **Liquidated Damages**
If contractor fails to perform services in the technical specifications and scope of work with the requisite quality, minimum qualification of the manpower and within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent up to 10% of the monthly bill.

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

17. **Arbitration**
In case of dispute the decision of the SBI is Final.

**Governing Law:** The contract shall be interpreted in accordance with the laws of the Government of India.

19 **Inspection**
The Bank shall have the right to inspect duties being performed by the personnel, and the quality of materials used, to ensure that the Contractor is effectively carrying out the obligations under this
RFP: Comprehensive Annual Contract for Housekeeping & Maintenance Services at SBLC Aurangabad

Maintenance Contract. All questions relating to the performance of the obligations under this Maintenance Contract, and all the disputes and differences which shall arise either during or after the agreement period or other matters arising out of or relating to this agreement or payment to be made in pursuance thereof shall be decided by the Bank, whose decision shall be final, conclusive and binding on the Contractor. The Bank may also require that the Contractor should get the quality and quantity of material used by him, and the jobs completed/executed by him, certified by an official of the Bank, before the bills related to those items/jobs are paid by the Bank.

20. Powers to Vary or Omit Work
No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful bidder to make any variation without prejudice to the contract. The finally selected bidders shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any suggested variations would, in the opinion of the finally selected bidders, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful bidder to make such other modified variation without prejudice to the contract. The finally selected bidders shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If Bank confirms his instructions, the successful bidder’s obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

In any case in which the successful bidder has received instructions from Bank as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of Bank shall prevail.

21. No Waiver of Bank Rights or Successful Bidder’s Liability
Neither any payment sign-off by Bank, nor any payment by Bank for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by Bank shall affect or prejudice the rights of Bank against the finally selected bidders, or relieve the finally selected bidders of his obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in Bank to pay for alterations/ amendments/ variations, or discharge the liability of the successful bidder for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify
Bank nor shall any such certificate nor the acceptance by him of any such paid on account or otherwise affect or prejudice the rights of the successful bidder against Bank.

22. Deduction from Monthly Costs
The Bank reserves right to delete or reduce any item or sanction of the bills before effecting payment in case any complaints regarding quality of services, inefficient service, non-adherence to agreed quality of materials or services have been received or noticed by the Committee comprising of four members specifically constituted for the purpose, without assigning any reason whatsoever and no claim will be entertained in this regard. The Contractor shall reimburse the Bank all costs, charges, damages or expenses which the Bank may have paid, (which the Contractor is obliged under this Maintenance Contract to pay) within 30 days upon written request of the Bank, failing which such costs, charges, damages or expenses including statutory payments, if any shall be deducted / recovered / set off by the Bank against the bills raised by the Contractor or from any money due or becoming due to the Contractor under this Maintenance Contract or may be recovered by arbitration/ action under law or otherwise from the Contractor or by invoking the Bank Guarantee furnished by the Contractor.

23. Right to acquire more area
The Bank reserves the right to add additional area up to a maximum of 3% over and above the area of the existing office premises elsewhere at the same price (Monthly Cost) and on the same terms and conditions.

24. Period of Contract
Initial period of the contract is 01(one) year. After initial contract period of one year the contract may be renewed at same terms and conditions for a further period of one year on the same term and conditions, at the discretion of the Bank.

25. Commencement Period
The work has to be commenced within 8 days (Mobilization period) from the date of Work Or-der. If the Contractor delays by more than 7 days over and above the specified time, the Bank is at the liberty to terminate the contract without giving any notice. Failure to commence the contract within the above period will lead to forfeiture of the EMD amount.

26. Manpower, Wages, etc.

- The Contractor should ensure to comply with all the provisions of Labour Act / State / Central Govt. agreed procedures. The Contractor shall be solely responsible for compliance to provisions of Various labour and industrial laws and all statutory obligations such as minimum wages as per Central Govt. rules, allowances, compensations, EPF, Bonus, gratuity, Insurance, ESIC, etc. relating to workers provided to the Bank. The Bank shall have no liability in this regard.
- The Contractor should obtain necessary labour license from statutory authorities for deploying man power.
- All personnel provided by the Contractor will be on the payrolls of the Contractor /
Company and there will be no Employee and Employer relationship between the personnel engaged by the Contractor and the Bank.

- That the Contractor will not sub-contract or permit any other person to perform any of the work or services agreed to without prior permission from the Bank.
- The Contractor shall ensure the availability of a reliever for weekly off and a substitute is provided if a person is absent. The Contractor should arrange for replacing his workmen to give weekly off to his workmen as per the labour rules.
- Contractor’s personnel or their family members shall not be allowed to stay / reside at site.
- The documents related to submission of EPF, ESIC, salary paid, etc. to the respective statutory bodies has to be submitted along with the next month bill to the SBLC for scrutiny.

27. **Safety, Security, Insurance, etc.**

- That the Bank shall not be liable for any compensation in case of any fatal injury / death caused to any other Contractor’s employees while performing / discharging their duties / visiting Bank’s premises for inspection or otherwise. The contractor shall alone be fully responsible for safety and security & insurance or life insurance of their personnel who is working on the operation and maintenance works.

- In no case, safety norms shall be violated. Even in case of urgency, when temporary rectification is done, etc. no such compromise is allowed as regards to safety provisions.

- The Contractor agrees that its personnel shall comply with security regulations in effect from time to time at Bank’s premises and externally for materials belonging to SBI at all times. The Contractor alone shall be fully responsible for safety and security & insurance or life insurance of their personnel who are working at site.

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

- The Contractor shall provide and ensure sufficient personal protection gears like safety shoes, hand gloves, full body safety belts, ladders, etc. are being worn by their workers while carrying out works.

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

- The Contractor shall ensure that necessary tools and equipment are always available at site for the purpose of attending repairs on emergency basis. All the tool kits and meters should be of an ISI marked wherever applicable and the required numbers are to be made available by the Contractor.

- All Contractor personnel will be subjected to a thorough physical checking while coming and leaving the premise. Those persons so deputed will sign in the Register for arrival and departure at the site and the registers should be made available to the Bank for verification.
• The contractor has to provide minimum two sets of First Aid kits at site. The contractor has to ensure that all the items in the kit are within the valid usable date.

28. Payment Terms
• Payment of AMC shall be made post monthly basis. Copy of the routine maintenance works have to be submitted along with the Bills.
• There would be no increase in rates payable to the Contractor during the Contract period.
• The performance of the contractor shall be monitored by the monitoring committee based on the feedback from the residents on quarterly basis. The monitoring committee is empowered to recommend termination of the contract if the performance of the contractor is found to be unsatisfactory.
• Payment under all the heads in the commercial bid shall be made on post monthly basis upon submission of completion certificates.

29. Payment of Consumables
• In case of any materials are not available in the scope of housekeeping works, the Contractor should immediately arrange for purchase of the materials from the market after obtaining approval from Bank. The cost of such material purchased by the contractor shall be borne by the Bank.

30. Termination of the Contract
The Bank reserves the right to terminate the agreement in case of breach of any terms and conditions of this agreement by the Contractor, with 24 hours notice. The Bank also reserves its right, to claim damages for such breaches and the decision of the bank in this regard shall be final. Bank can terminate the agreement if the services provided by the Contractor are found to be dis-satisfactory. Delivery of the services and performance of the services shall be made by the contractor in accordance with the time schedule, technical specification, scope of the project and other terms & conditions as specified in the RFP. Any delay in performing the obligation/defect in performance by the contractor may result in imposition of liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract.

31. Force Majeure
Neither party shall be liable for delay in performing obligations if the delay or failure is due to any of the following force majeure i.e. Act of God or any Government Act, fire, earthquake, ex-plosion, strikes/ Bandh, civil commotion or anything beyond the control of either party. The party shall use all reasonable endeavours to minimize any such delay.

32. Business Termination
In the event that the contractor shall close conducting business in the normal course or wind up, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or shall avail itself or become subject to any proceeding under any Act or statute of any country or state relating to insolvency or protection of rights of creditors, then this agreement shall terminate and be of no further force and effect and any property or rights of such other party tangible or intangible shall forthwith be returned to it.
33. Governing Language
The contract and all correspondence/ communications and other documents pertaining to the Con-tract, shall be written in English.

34. Notices
Any notice given by one party to the other pursuant to this contract shall be sent to other party in
writing or by Fax and confirmed in writing to other Party’s address. For the purpose of all notices,
the following shall be the current address:

<Address> State Bank of India
State Bank Learning Centre, Jalgaon Road, N-7 , CIDCO, Aurangabad. 431003
<Fax> 0240-2483305
<Telephone> 0240-2485915
>Email: sblc.aurangabad@sbi.co.in

The notice shall be effective when delivered or on the notice effective date whichever is later.

35. Right to accept part tender
The Bank reserves the right to accept the tender either in whole or in part at a pro-rata price
(Monthly Cost) quoted by the Tenderer.

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

37. Vendor’s Obligation
The vendor is obliged to work closely with SBI’s staff, act within its own authority and abide by
directives issued by SBI from time to time.
The Vendor is responsible for managing the activities of its personnel and will hold itself respon-
sible for any misdemeanours on the part of its personnel.
The Vendor will treat as confidential all data and information about SBI, obtained in the process of
executing its responsibilities, in strict confidence and will not reveal such information to any other
party without prior written approval of SBI as explained under “Non Disclosure Agreement” in
Annexure E of this document.
TECHNICAL SPECIFICATIONS & SCOPE OF WORK

38. TECHNICAL SPECIFICATIONS & SCOPE OF WORK FOR State Bank of India, State Bank Learning Centre, Jalgaon Road, N-7, CIDCO, Aurangabad. 431003

TERMS AND CONDITIONS REGARDING CARETAKING OF HOSTEL, ADMINISTRATIVE BLOCK AND OTHER PREMISES IN WHOLE CAMPUS

CARETAKING SERVICES FOR 24 HOURS AND 365 DAYS

1. The caretaker will be provided toilet soap, toilet paper in Hostel and Admin Block rooms/guest suits, hand towels, cleaning material like brooms, dusters, phenyl, cleanser and also finite / Baygon spray and deodorants. The caretaker will be responsible for upkeep of the premises (Hostel and Admin Block Rooms, Canteen, Administrative Block, and Academic blocks including classrooms and Hostel and Admin Block premises and whole campus.)

2. Caretaking includes preparation of beds, supply of drinking water, placing of reading materials in the lounge, fixing of mosquito net, spraying of Room Freshener etc. They have to manage a shop also for making available regular and necessary items of routine for sale on MRP for the participants as per the instructions of AGM, SBLC.

3. Caretaker shall change the bed room/bathroom Lenin every three days where the duration of programme is more than three days and in case it is less than three days, at the end of each programme.

4. The caretaker will engage requisite number of professionally qualified, experienced staff required for the purpose. The services shall be provided twenty-four hours also. The minimum staff to be employed by the Caretaker in addition to the man power specified in Point No. 38.1 will be is as under.
   - Round the clock receptionist manning reception counter
   - One Hostel and Admin Block Manager Available round the clock (With mobile phone)
   - One dedicated person for VIP Rooms

5. The caretaker will obtain registration under Contract Labour Act from the appropriate authority. The caretaker shall furnish to the bank a list of the employees with their names, addresses and contact numbers Full responsibility for the wages, service conditions, claims, damages and compensation to such employees will rest with the caretaker.

6. Caretaker will be responsible for acts and omission of the persons employed by him/her and will also make good losses that bank may sustain due to their negligence.

7. Bank will equip rooms with the furniture and fixtures, blankets, electric fittings / electric bulbs, thermos flask, water jugs, ash trays, candle stand with candles, poster, plastic buckets, plastic mugs, waste paper basket, mosquito stand, pest control treatment, heaters, blowers,
table lamps with bulbs, small flask, hangers etc.

8. The agreement can be terminated by the Bank by giving one month clear notice in writing or by paying Rs.50,000/- as compensation in lieu of the notice period. If Caretaker wants to terminate they have to give minimum 3 month's notice to Bank or by paying Rs. 1,00,000/- as compensation in lieu of notice period. Notwithstanding what has been stated herein before, the bank in its discretion feels that in any of the conditions / clauses in the agreement has / have been breached / violated by the contractor, the bank shall, have the absolute right to terminate the agreement forthwith without giving any notice to the contractor and without paying any amount to them in lieu for notice period and also without paying the pending bills as stipulated earlier.

9. The caretaker will periodically or as and when required by the bank clean the overhead and underground water tanks and will make arrangements for supply of water by tankers in the event of failure of water supply.

10. The caretaker will attend the participants in the event of sudden illness.

11. If it is observed by the bank that the maintenance is not done as per the banks requirement, the bank reserves the right to carry out the work and cost shall be recovered from the maintenance charges payable to the caretaker.

12. The caretaker shall furnish Fixed Deposit of Rs. 1.00 Lac in the joint names of the AGM (Training) and Caretaker as a security deposit for observance of the contract during the currency of the contract. If any loss occurs to the bank by the negligence of the caretaker it will be recovered by the bank from the security deposit. If the loss is more than the security deposit it will be recovered from the contractual payment. Otherwise also he will be liable to make good to the Bank for loss of any kind which may occur to the Bank during the tenure of the maintenance contract and the Assistant General Manager’s (Training) decision in this matter will be final.

13. The caretaker will arrange the following activities in addition to the foregoing:
   a. Filling of Diesel/oil/fuel in the Genset (s)
   b. Oil changing/filling/refilling in the Transformers (s)
   c. Repairs of sanitary/electric items, plumbing
   d. Computers and keyboards cleaning
   e. Disposal of garbage as per Municipal Corporation guidelines.
   f. Other miscellaneous services

(Except services under AMC and Warranty)

Replacement charges will be reimbursement by the Bank. However, repair/labour charges will have to be borne by the caretaker.
### 38.1 SCHEDULE & MINIMUM QUALIFICATIONS OF MANPOWER:

**PERIODICITY OF HOUSE KEEPING SERVICES**

<table>
<thead>
<tr>
<th>NO.</th>
<th>FUNCTION</th>
<th>FREQUENCIES</th>
<th>SKILLED / NON-SKILLED EMPLOYEES REQUIRED (8 hours a day a person)</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td><strong>Sweeping and mopping</strong> floors of Admin Block, Hostel area inclusive all rooms, Canteen area, recreation facilities, clinic, Lobbies, corridors etc various premises area except kitchen area. -Open terrace, internal road / basement etc. -Roof, Record room, Auditorium, Gurukul, Wachnalaya, Gapshap Room, jogging track etc</td>
<td>TWICE in a day</td>
<td>2</td>
</tr>
<tr>
<td>02</td>
<td><strong>Dusting and cleaning</strong> of planters, furniture / sofa sets, chair cushions / seats, wall paneling, glasses, statues, momentos, Vending Machine, Acqua Guard Machine,</td>
<td>ONCE in a day</td>
<td>1</td>
</tr>
<tr>
<td>03</td>
<td><strong>Vacuum cleaning</strong> of carpets / curtains / ventilators blinds / ACs, Fans, tubelights, etc.</td>
<td>Once in a week</td>
<td>3</td>
</tr>
</tbody>
</table>
RFP: Comprehensive Annual Contract for Housekeeping & Maintenance Services at
SBLC Aurangabad

<table>
<thead>
<tr>
<th></th>
<th>Cleaning of common toilets with hygiene material</th>
<th>TWICE a day or more as required</th>
</tr>
</thead>
<tbody>
<tr>
<td>04</td>
<td>Cleaning of dust bins kept under the table / toilets and common wash basins</td>
<td>ONCE in a day</td>
</tr>
<tr>
<td>05</td>
<td>Cleaning of buckets/mugs / with vim or any other detergent</td>
<td>TWICE a week</td>
</tr>
<tr>
<td>06</td>
<td>Cleaning of toilets walls, skirting / tiles</td>
<td></td>
</tr>
<tr>
<td>07</td>
<td>Cleaning of windows panes / doors / panes / wall panelling</td>
<td>Once in a week</td>
</tr>
<tr>
<td>08</td>
<td>Cleaning of switch boards / fans / AC / tube lights / wall hanging / picture frames / showcase / book case etc</td>
<td>2</td>
</tr>
</tbody>
</table>

NOTE:

1. The staff should wear immaculate dress with company’s logo and photo identity card.

2. The contractor to provide quality naphthalene balls, fragment items / fresheners, phenyl, mosquito repellents, toilet soap and detergents. The quality and quantity shall be approved / determined by the bank. The cost will be reimbursed by Bank.

3. In case it is observed that the cleaning material is used is of inferior quality or insufficient in quantity, the Bank will reserve the right to purchase the same itself.

Signature & seal of the bidder/s

The bidder may visit the site to have a clear understanding of the requirement in regards to consumable items, tools, machineries, housekeeping equipment, etc.

NOTE: All the above mentioned scope of works are indicative and not exhaustive. Bank reserves the right to add/delete any work under the scope of work. Incase the contractor fails
to perform any of the works in the tender documents to the satisfaction of the Bank and/or express inability to execute any work, the Bank will have the option to get the work done from a third party and the cost shall be recovered from the monthly bills of the contractor. In case of any negligent or intentional damage is observed on the part of contractor’s staffs, the cost of such repair/replacement shall be recovered from the monthly bill of the contractor.
Annexure - A

**Bid Covering Letter: To be submitted by the bidder along with Bid documents**

To,
Asst. General Manager (Training)
State Bank of India
State Bank Learning Centre,
Jalgaon Road, N-7,
CIDCO,
Aurangabad – 431 003

Sir,

Our Bid for Comprehensive Annual Contract for Housekeeping & Maintenance Services at SBLC Aurangabad

We submit our Bid Document herewith. We understand that

1. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.
2. Bank may follow close or open bidding process as per requirement of the Bank.
3. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form.
4. If our Bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.
5. Contractor means the bidder who is decided and declared so after examination of commercial bids.

Yours faithfully,

For:
Signature:
Name:
Seal of Company
ELIGIBILITY CRITERIA

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

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Eligibility Criteria</th>
<th>Documents to be submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The bidder must be a Firm/Proprietary/Company registered under Companies Act. With an experience of minimum 05 years in the field of Housekeeping &amp; facility management.</td>
<td>In case of Proprietary, copy of the Service Tax Registration certificate. In case of firms, Copy of the firm registration Certificate. In case of company copy of certificate of incorporation issued by Registrar of Companies and full address of the registered office. Previous work completion certificates.</td>
</tr>
<tr>
<td>2.</td>
<td>Handled minimum 1(one) individual completed annual contract in Residential Complex for Housekeeping, Guest House Maintenance Management in Aurangabad/ having value of not less than Rs. 8 Lacs (Rs. Eight lacs only), excluding Taxes.</td>
<td>Copy of the work completion certificates issued by the principal Employers specifying the below criteria’s for the works carried out during the period from 01-11-2010 to 31-03-2017. 1. Scope of work, 2. Contract value, 3. Area of the building, 4. No. of staff deployed by the contractor for the contract 5. Period of the contract for completed Note: Renewal of annual contract shall be considered as an individual contract.</td>
</tr>
<tr>
<td>3.</td>
<td>The bidder should have a minimum average annual turnover of Rs. 8 lacs for the previous three years (as on 31-03-2017). Audited/Certified Balance Sheet (by Chartered Accountant) for the years 2014-2015, 2015-2016 and provisional/audited Balance sheet for 2016-2017, establishing the turnover criteria should be submitted.</td>
<td>Copy of the audited P&amp;L Account and Balance Sheet duly Certified by the Charted Accountant.</td>
</tr>
<tr>
<td>4.</td>
<td>Bidder should have a office at Aurangabad</td>
<td>Address proof of the firm is to be submitted</td>
</tr>
</tbody>
</table>

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.
Signature
Seal of Company
Technical Bid

**Evaluation Information**

*(TO BE PROVIDED BY THE APPLICANT CONTRACTOR)*

The bidder should fill the table below and submit documentary evidence for all the particulars mentioned.

**TECHNICAL BID EVALUATION: Part – I**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particulars</th>
<th>Marks</th>
<th>To be filled up by the Tenderer</th>
<th>Documents attached [Yes/No]. If Yes, state the nature of document(s).</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Average annual turnover of the Company as per Audited Balance Sheets as on 31st March 2014, 2015 and 2016</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Area in square feet serviced for Housekeeping and Guest House Maintenance for any single Residential Complex located at Aurangabad between 1.4.2014 and 31.03.2017</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>No. of Employees on payroll in Housekeeping and Guest House Maintenance as on 31.3.2017</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Number of years of experience in Housekeeping and Guest House Maintenance.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>5</td>
<td>Whether the Bidder had provided services in</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Govt./ PSU + Private</td>
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<tr>
<td></td>
<td>Govt./ PSU</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Private</td>
<td></td>
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</tbody>
</table>
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6 Constitution

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<tr>
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<tbody>
<tr>
<td>Public Ltd.</td>
<td></td>
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<tr>
<td>Private Ltd.</td>
<td></td>
</tr>
<tr>
<td>Partnership</td>
<td></td>
</tr>
<tr>
<td>Others</td>
<td></td>
</tr>
</tbody>
</table>

7 Value of single largest annual contract in the past three years (_____________) in Housekeeping and Guest House Maintenance at Aurangabad city.

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**TECHNICAL BID EVALUATION (SITE VISIT): Part – II**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particulars</th>
<th>Maximum Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Site visit by a panel from the Bank to one or more sites out of the sites whose reference is given by the bidder.</td>
<td></td>
</tr>
</tbody>
</table>

During site visit, the members will evaluate the work being performed by the contractor at the site and its suitability for the Bank, which will be based on, but not limited to, the following criteria:

- Level of general cleanliness
- Quality of cleaning of toilets
- Turnout of the workers
- Use of technology in complaint redressal
- Mechanization of operations
- Client’s/User’s opinion during interaction with the Committee
- **Scope of the Contract:** 1. Housekeeping 2. Guest House Maintenance 3. Other Services

| 2 | Feedback received from the clients served by the applicants on the basis of, Cleanliness, Speed of complaints redressal, Use of eco friendly material, mechanization of operation, Frequency of training provided to workers, etc. Bank will seek feedback from three clients out of the client references given by the bidder. |

Note: The Bank will use criteria and information in addition to what has been asked above for
RFP: Comprehensive Annual Contract for Housekeeping & Maintenance Services at
SBLC Aurangabad

evaluation. This would include, but may not be limited to, verification of references given by the contractor, evaluation of contractor’s existing work by making site visits, etc.

Signature of Authorized Representative ______________________________

Name of Authorized Representative ___________________________________________

Date: ______________________ Place: _____________________

[DULY AUTHORIZED SIGNATORY]
BIDDER DETAILS:

Details of the Bidder

1. Name
2. Date of Incorporation and / or commencement of business
3. Certificate of incorporation
4. Brief description of the Bidder including details of its main line of business
5. Company website URL, if any
6. Particulars of the Authorized Signatory of the Bidder
   a. Name
   b. Designation
   c. Address
   d. Phone Number (Landline)
   e. Mobile Number
   f. Fax Number
   g. Email Address

7. Year of establishment
8. Registration No.
9. ESI Registration No
10. P.F. Registration No
12. Detail of Housekeeping services executed during the last five years:
    Name Address & Telephone No. Period (from … to)
13. Details of employees engaged by:
    Sr. No. Name Designation Qualification No. of years employed

Signature
Seal of Company
NON-DISCLOSURE AGREEMENT

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the “Agreement”) is made at Aurangabad 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 in-tending 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 with-in 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.

(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 Customer and
   (2) Regulatory authorities regulating the affairs of the Customer 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 used 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 software and documentation 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 provisions 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.
(f) In case of any dispute, decision of the SBI will be final.
(g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
(h) 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.
(i) 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 con-sent. 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 _________ 2017 at __________ (month) (place)

For and on behalf of ___________________________

<table>
<thead>
<tr>
<th>Name</th>
<th></th>
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<tbody>
<tr>
<td>Designation</td>
<td></td>
</tr>
<tr>
<td>Place</td>
<td></td>
</tr>
<tr>
<td>Signature</td>
<td></td>
</tr>
</tbody>
</table>
COMMERCIAL INDICATIVE PRICE BID

To,
The Assistant General Manager (Training)
State Bank of India,
State Bank Learning Centre,
Jalgaon Road, N-7,CIDCO,
Aurangabad. 431 003

Sir,

COMMERCIAL INDICATIVE PRICE BID :
TENDER FOR COMPREHENSIVE ANNUAL HOUSEKEEPING CONTRACT FOR SBLC AURANGABAD

With reference to you Notice Inviting Tender for Comprehensive Annual Housekeeping Contract for SBLC AURANGABAD, we give below our indicative commercial prices:

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Particulars</th>
<th>** Total Price (Rs.) per month [Inclusive of all Taxes]</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Total yearly cost for House keeping and maintenance services for SBLC Aurangabad.</td>
<td></td>
</tr>
</tbody>
</table>

** NOTE: The Bidders should ensure to follow the minimum wages (Central Govt.), ESIC, EPF, Bonus, Insurance and all statutory obligations, etc. while quoting the indicative price. The Prices quoted are inclusive of minimum wages (Central Govt.), EPF, ESIC, Bonus, profit, lump sum payment towards the cost such as Insurance, personal protective equipment, shoes, uniform, consumables, required tools & machineries, all taxes, duties & statutory levies such as Service Tax, VAT/Sales Tax, Octroi, LBT, etc.

Dated this __________ day of ________ 2017

For and on behalf of ____________________

(With seal)

Signature ____________________

Name ____________________ Designation ____________________