

NIT NO	HYD/P&E/2020-21/03
DATE	20.01.2021



P & E DEPARTMENT, SBI, LHO HYDERABAD
INVITES

TENDER FOR

ENGAGING OF 225 CARE TAKERS FOR SBI ATM's IN HYDERABAD CIRCLE

THROUGH E-TENDERING PROCESS

**ASSISTANT GENERAL MANAGER(CIVIL),
Premises & Estate Department.
State Bank of India
Ground floor, Beside Commercial Branch,
SBI LHO Campus, Bank Street, Koti,
Hyderabad – 500 095
Phone:040-23466346**

NOTICE INVITING TENDER

Premises & Estate Department. (SBI) on behalf of State Bank of India (SBI), invite two-bid tenders from Contractors for Providing CARETAKER Services for SBI ATM in TELANGANA

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

1.	Name of Work	CARETAKER Services for SBI ATM in TELANGANA
2.	Earnest Money Deposit (EMD)	₹7,00,000/- (Rupees Seven lakhs only) in the form of Demand Draft / Banker Cheque issued by any Nationalized/Scheduled Bank drawn in favour of “ AGM Anytime Channels, State Bank of India, Hyderabad ” payable at Hyderabad which shall be converted into Security Deposit for successful contractor, whose tender is accepted.
3.	Security Deposit (ISD)	The successful Contractor whose tender is accepted by the Bank shall be bound to deposit a sum equivalent to 2 months of accepted “Annual Contract Value” including EMD as Security Deposit (SD) in the form of Fixed Deposit issued by any Nationalised / Scheduled Commercial Bank favoring “ AGM, Anytime Channels, State Bank of India, Hyderabad ” payable at Hyderabad The contractor may choose to deposit the said Security Deposit (SD) in the form of Bank Guarantee (BG) of equivalent amount issued by any Nationalized / Scheduled Commercial Bank as per the SBI/Bank’s approved format.
4.	Date of availability of tender documents on Bank’s website / e-tender portal	From 21.01.2021 to 12.02.2021 up to 03.00 PM extended upto 19.02.2021 upto 3.00PM Bank’s Website: https://bank.sbi/web-in-the-news/procurement-news and e-Tender Portal: https://etender.sbi/
5.	Last date and time for receipt of written queries for clarification from bidders in Pre-bid meeting.	By 11.00 AM of 03.02.2021 Email to pparao.paidi@sbi.co.in and vg.reddy@sbi.co.in
6.	Pre-Bid Meeting	At 03:00 PM on 04.02.2021 . The intended bidders to mail the details of authorized person, who will attend the meeting, along with name, mobile no., e-mail id and authorization letter latest by 05:00 PM on 03.02.2021 (Only written queries submitted by the bidders till stipulated date and time shall be discussed and clarified in the meeting)
7.	Date of posting of clarifications on the Bidder’s queries.	On or before 05.02.2021 on e-tender portal – https://etender.sbi/
8.	Last date & time for submission of Online Bid on e-tender portal – https://etender.sbi/	Up to 03:00 PM on 12.02.2021 extended upto 19.02.2021 upto 3.00PM Note: Tenders received without EMD and / or Tender Processing Fee shall be summarily rejected. *The bidder has to submit a copy of the latest Circular published by the competent authority in support of minimum wages prevailing as per Central Govt. applicable for public sector banks.
9.	Date & Time of Opening of Online Technical Bid	03.10PM on 12.02.2021 on e-tender portal – https://etender.sbi/ . Extended upto 19.02.2021 at 3.10PM

10	Contact Person of e-tender service provider	Mr Anshul -9879996111 079-68136824/26/15/09
11	Address for Communication / EMD submission	Office of AGM(Civil), Premises & Estate Department., Ground floor, Adj to commercial branch, SBI LHO campus, Bank Street, Koti, Hyderabad – 500 095. Contact: AGM(Civil) 040-23466346/6318. vg.reddy@sbi.co.in
12	Validity for Offer	6 (six) months from the date of opening of price bid
13	Date of Commencement of Work	1 st Day of Succeeding month of the Work Order or as required by the user department
14	Penalty/Liquidated damages	As per relevant clause in the tender document
15	Period of Honoring Payment Certificate	30 days from the date of receipt of bill (excluding Sunday and Public Holidays).
16	Insurance	As per insurance clause of the tender document
17	Mandatory list of documents to be submitted online	<ol style="list-style-type: none"> 1. Application form duly filled in and signed 2. Scanned copy of EMD 3. Scanned copy of the RFP duly signed and stamped 4. Annexure-1: Letter of Declaration in the letter head 5. Annexure-2: List of Completed similar works 6. Annexure-3: Satisfactory performance Certificate 7. Annexure-4: Financial Information & Turnover Certificate for the last 3 financial years certified by CA with CA registration No 8. Annexure-5: Solvency Certificate 9. Annexure-6: Details of Key personnel 10. Scanned copy of Labour license along with the details of total number of Manpower/Caretakers covered in a district (s)/ state (s) 11. PAN card 12. GST registration 13. EPFO registration No. and Certificate EPF ECR copy (latest) 14. ESIC registration No. and Certificate & ESIC Chillan (latest) Proof of Local address at Hyderabad 15. Certificate of Incorporation, Memorandum of Association, Article of Association and/ or Commencement of Business/ Shop & Establishment Certificate under Shops and Establishment law

In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.

SBI reserve their rights to accept or reject any or all the tenders, either in whole or in part without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.

The bidders disqualified/debarred/terminated by SBI during the last three years from any of their projects on account of unsatisfactory performance, shall not be eligible to apply/quote.

All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online bidding event.

The applicants are categorically advised to refrain from mentioning the remark “AS PER ATTACHEMENT/ENCLOSURES” in their applications and annexures to avoid rejection of their applications.

Conditional tenders shall be summarily rejected.

Any corrigendum / addendum in the matter will be published only in the portal.

For any clarifications regarding e-Tendering procedure, system requirements etc. please contact M/s e-Procurement Technologies Limited, Ahmedabad, whose contact details are mentioned in the NIT.

**AGM(Civil),
SBI, Hyderabad**

ELIGIBILITY CRITERIA

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

Sr. No.	Eligibility Criteria	Documents to be submitted
1	The bidder must be a Firm / Proprietary / Partnership / Company registered under Companies Act with an experience of minimum 07 years in the field of Facility Management Services (Housekeeping Maintenance Services/ATM Caretaker, etc.) as on 31.12.2020	-In case of Proprietorship concerns copy of Shop License/Registration and the GST Registration certificate. -In case of firms, Copy of the firm registration Certificate and GST Registration. -In case of company, copy of certificate of incorporation issued by Registrar of Companies and full address of the registered office plus GST registration certificates. -In case of Partnership firm, the registered partnership deed to be submitted
2	Three Similar Completed Housekeeping Maintenance Services/ATM Caretaker contract, Each one having “Annual Contract Value” not less than ₹262.70 Lakhs. (OR) Two Similar Completed Housekeeping Maintenance Services/ATM Caretaker contract, Each one having “Annual Contract Value” not less than ₹328.38 Lakhs. (OR) One Similar Completed Housekeeping Maintenance Services /ATM Caretaker contract having “Annual Contract Value” not less than ₹525.41 Lakhs.	Copy of the work order and work completion certificates issued by the principal Employers specifying following information relating to the works carried out during the period from 31.12.2013 to 31.12.2020: 1. Scope of work. 2. Contract value & Period of the Contract 3. Name of the Site. 4. No. of staff deployed by the contractor 5. Date of commencement and completion of the contract 6. Monthly payment 7. Satisfactory Report Note: (i) Renewal of annual contracts shall be considered as a single contract. (contract value will be considered for maximum of 12months) (ii) Copy of agreement is enclosed. (iii) completed works means, work has to be completed as timelines specified in the

		work order.
	Note: <u>“Similar Completed Work”</u> under this clause shall mean successful completion of Housekeeping Maintenance Services/ATM Caretaker work for Scheduled Banks - PSU, Private, Cooperative Banks, Government/ Semi Government/ PSU/ MNC etc.	
3	The bidder should have a minimum average annual turnover of ₹197.02 lakh for the last three years (as on 31-03-2020). Audited / Certified Balance Sheet (by Chartered Accountant) for the years 2017-2018, 2018-19 (Audited) and 2019-20 (Provisional balance sheet) establishing the turnover criteria should be submitted.	(i) Copies of the audited P&L Account and Balance Sheet duly Certified by the Chartered Accountant and auditor notes and accounts. (ii) Copies of returns submitted to the Tax authorities such as IT & Service Tax etc. (iii) Copies of returns submitted to the labour Commissioner.
4	The Bidder should not have incurred loss before Taxes in atleast 2 of the last 3 years ending on 31 st March 2020.	
5	The Bidder should have a solvency of ₹197.02 lakh certified by a Scheduled Commercial Bank. The Solvency Certificate should not have been obtained earlier than 31 st November, 2020.	Original Solvency Certificate should be uploaded
6	The Bidder should have applicable and valid registrations with statutory authorities, viz. Income Tax, Goods & Service Tax, Labour License under section 12(1) of the Contract Labour regulation and Abolition) Act, 1970., Employees Provident Fund Organisation (EPF), Employees State Insurance (ESI) Corporation, PAN etc.	Certified copies of supporting documents to be uploaded. 1.PAN Card 2.GST Registration 3.Labour License 4.EPF Registration 5.ESI Registration
7	Bidder should have an Office in the State of Telangana	Address Proof of the firm should be submitted.
8	Bidder should not have been disqualified / debarred / blacklisted from any Governments, Semi-governments, PSUs, Banks including any of the Offices/Branch of State Bank of India Pan India, Multi-National Corporations or involved in any illegal activity or financial frauds.	Suitable declaration to this effect to be submitted on the Letter Head of the bidder duly signed by the Authorised Signatory only

Copies of the Documentary evidences 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.

BID EVALUATION

All the bids received will be screened and shortlisted by the In-house Committee of the SBI based on the eligibility criteria and the details submitted by the bidder and the price bids of only shortlisted bidder will be opened.

We have read and understood the abovementioned prequalification criteria and shall abide by the same.

Signature of the Contractor
With Seal

Name:

Place:

Date:

APPLICATION FORM

1	Name of the Organization	
2	Full Postal Address of Organization with Pin code	
3	Contact Details (i) Contact Person (ii) Phone No. (iii) Mobile No. (iv) E-mail ID
4	Year of Establishment (upload certified copies of documents as an evidence – ENCLOSURE - 'A')	
5	Constitution of Firm (upload certified copies of documents as an evidence – ENCLOSURE - 'B')	Sole Proprietorship/ Partnership / Private Ltd. / Public Ltd. / Any other (Please specify)
6	Whether registered with the Registrar of Companies / Registrar of firms (if so, mention number and date and upload certified copies of documents as an evidence – ENCLOSURE 'C')	
7	Registration with Govt. Authorities (upload certified copies of documents as an evidence – ENCLOSURE - 'D')	
	a. Income Tax (PAN) No.	
	b. Goods & Service Tax no. (GST)	
	c. EPF Registration No.	
	d. ESI Registration No.	
	e. Labour License No.	
8	Names of Directors / Proprietor / Partners / Associates	

9	Bio-data of Directors / Partners / Associates	Please fill up enclosed Annexure - 'E'	
10	EMD Details (i) Amount (ii) DD No. (iii) Date of DD (upload scan copy of EMD as an evidence – ENCLOSURE – 'F')	₹..... / / 2021	
11	Solvency Certificate Details (i) Amount (ii) Bank's Name (iii) Date of Issuance (Please fill up enclosed Annexure – 'G')	₹..... / / 20.....	
12	Yearly turnover of the organization during last 3 years (year wise) and furnish audited balance sheet and Profit & Loss A/c. (Audited) for the last 3 years ending on 31.03.2020 . (upload certified copies of documents as an evidence – ENCLOSURE - 'I')	2017-18: ₹..... 2018-19: ₹..... 2019-20: ₹..... Average: ₹.....	
13	Details of Similar works completed during the last 5 years in Scheduled Banks, Financial Institutions, Central & State Govt. Departments / Organisations, Public Sector Undertakings, Multinational National Corporations, IT Companies, Hotels	Please fill up enclosed Annexure 'J' & upload copies of Work Orders and Satisfactory Completion Certificates (as per Annexure 'L')	
14	List of empanelment / enlistment / registration with other Organizations / statutory bodies etc. (If so, furnish their names, category and date of registration):		
	Name of the Organization	Category	Year since empanelled
15	Mention if black listed and / or blacklisting proceedings pending with any client. Details of the same, with reasons, to be furnished.		

16	Details of disputes / litigations, if any, during the period of last 07 years	
17	Whether any penalty imposed by Law Enforcing Agencies such as Labour Department, Sale Tax, GST, etc.	
18	Details of penalty / liquidated damage imposed by any client for defective / delayed / non-compliance of services / work or violation of terms of the contract, during the last 7 years, ended on 31.12.2020 . If yes, please provide details thereof, with reasons.	
19	Whether firm had been barred from participating in the bidding process or kept in cooling period/under suspension by any client, during the last 7 years, ended on 31.12.2020 . If yes, please provide details thereof, with reasons.	
20	Please indicate details of any bankruptcy/winding up of proceedings at any point of time in past	

Note: Please upload separate sheets for additional information, photographs, and documents

Signature of the applicant with seal

Date:

Place:

INSTRUCTIONS TO TENDERER

1. **Purpose:**

It is expected that the tenderers will provide high quality services to Bank's customers at its ATM Sites through well-dressed, well-mannered and helpful Caretakers. It is, therefore, essential that the Caretaker Agency (CTA) has infrastructure capable of recruiting in a continuous manner and providing uninterrupted Caretaker Services, as per the standards stipulated by the Bank in this document

2. **Invitation:**

The bidders who have the necessary experience, capability & expertise to provide the required services adhering to Bank's requirement outlined in this Tender are invited to submit their technical and commercial proposal in response to this Tender. The criteria and the actual process of evaluation and subsequent selection of the Most Successful Bidder will be entirely at Bank's discretion.

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

3. **Eligibility Criteria:**

Bid is open to all Bidders who fulfill the eligibility criteria as mentioned in the tender.

4. **Disclaimer:**

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

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

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

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

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

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

5. Clarifications & Amendments:

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

6. Bid Integrity:

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

7. Format and Signing of Bid

- i. The bidder should prepare submission as per Technical Bid, Price Bid and other requested information.
 - ii. All the required document should be shall be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature. The bidder should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.
 - iii. Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) them in full.
 - iv. In the event of the target date for the receipt of bids being declared as holiday for the Bank, the bids will be received till the target time on the next working day. The SBI may at its discretion extend the bid submission date. The modified target date & time will be notified on the web site of the Bank.
- 8.** At any time prior to the deadline for submission of bids, SBI may modify or alter the bidding document by issuing an amendment.
- 9.** Any addendum/corrigendum as well as clarification thus issued shall be a part of the tender documents and it will be assumed that the information contained in the amendment would have been considered by the tenderer in its tender submission.
- 10.** Any clarification issued by SBI will be in the form of an addendum / corrigendum and will be available on website as mentioned in NIT. The amendment will be binding on all bidders. SBI, at its discretion may extend the deadline for submission of bids which shall be informed to all through SBI's website- <http://.co.in> (procurement news) or <https://etender.sbi.co.in>
- 11.** The Contractor shall ensure that they are fully conversant with the premises in question as well as with the business activities thereat and its related manpower requirements for the work specified.
- 12.** The SBI shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the

personnel with prior permission of the SBI, except under emergencies / unavoidable circumstances.

13. The Contractor shall exercise adequate supervision to ensure proper performance of Services in accordance with the requirements.
14. The Contractor shall issue identity cards/ identification documents to all its employees.
15. The personnel of the Contractor shall not be the employees of the SBI and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract.
16. The Contractor shall also provide at its own cost all benefits; statutory or otherwise to its employees and the SBI shall not have any liability whatsoever on this account.
17. No costs incurred by the applicant in applying, in providing necessary clarifications or attending discussions, conferences or site visits will be reimbursed by the Bank.
18. The Technical Bid and the Price Bid will be opened as per the schedule given in NIT.
19. Tenders received after the due date and time are liable for rejection. SBI reserves its right to reject any / or all the applications without assigning any reasons whatsoever and no correspondence shall be entertained in this regard.
20. All entries in tender documents should be in one ink. All cancellation and insertion should be duly signed by tenderer concerned with proper indication of the name designation and address of the person signing.
21. Tenderers shall fill in all the required particulars in the blank space provided for this purpose in the tender documents and also sign & stamp in each and every page of the tender document before submitting tender.
22. The rate should be quoted in Indian Currency only.
23. **The price quoted should inclusive of escalation on account of increase in material cost during the contract period of initial one year and renewable at the same terms and contract period of another one year, including profit, lumpsum payment towards the cost such as insurance, personal protective equipment, tools required, mobile charges, all taxes, uniform, consumables, duties & statutory levies etc. The successful vendor has to submit system generated GST tax invoice incorporating bank's GST in number and vendor GST no. Manual GST invoices will not be accepted. Any increase in minimum wages/ VDA as per central Govt Act, the same shall be reimbursed by bank. Bonus as per Bonus act shall be reimbursed and therefore shall be not loaded in the commercial bid.**
24. The rate quoted by the tenderer shall remain firm and shall cover and include cost of all materials required for ATM Caretaker, wages to the labourers, supervisors, equipment deployed, maintenance of the machineries, contractors profit, transportation charges and all statutory levies, applicable taxes, EPF, ESI, and any other statutory component as per the Central Government Minimum Wages Act but excluding Goods & Service Tax (GST).
25. The tenderers are advised to inspect the site and acquaint themselves with the actual working and prevailing site conditions before quoting the rates.

26. Please note that it is tenderer's responsibility to provide all items which may not be specifically mentioned in the scope of works but are necessary to complete the work and subject services to the satisfaction of the Bank.
27. The bank shall not be bound to accept the most successful bidder and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
28. No employee of SBI shall be engaged by the contractor during the course of carrying out the works.
29. No alterations or additions are to be made by the Contractors to the tender document. Violation of this instruction will attract rejection of the tender at the discretion of the SBI.
30. Tender shall be quoted on the prescribed format only. The tenders quoted in any other format shall be summarily rejected and EMD of such tenderer shall be forfeited.
31. Quoted rates per unit being different from those prescribed in the tender shall render the bid disqualified without any claim/explanation.
32. All the parts of this tender documents i.e. Tender Notice, General rules and Instructions to tenderers, offer letter, General conditions of contract, Annexures etc. shall constitute part of the contract document.
33. The contractor shall follow such Act, rules and regulations of the Local government bodies, State/Central Government labour laws that are in force and that may be framed from time to time for completion of work. SBI shall not be responsible for any infringement of the various statutes in force by the contractor.
34. The contractor shall take, at his own cost the necessary license from statutory authorities in respect of this work. The expenses in completing the formalities in executing the agreement including expenses towards stamp paper, Registration charges, etc., if any, shall be borne by the contractor.
35. Statutory deduction towards INCOME TAX and any other statutory deductions as per the law prevalent will be made as per Rules.
36. The contractor shall be responsible to ensure making payment of "Prevailing Minimum Wages", as notified by Central Government of India, Ministry of Labour & Employment, to their laborers / employees directly in their Bank accounts and shall produce relevant documents to the SBI for verification every month along with their monthly bills failing which bills may not be paid.
37. The contractor shall be bound to submit original challans and other documents with regard to payment of ESIC/EPF/any other statutory dues /compliances/pay slip along with monthly bill to the SBI, failing which bill will not be entertained.
38. **PREQUALIFICATION BID DOCUMENTS & TECHNICAL BID:**
 - (i) The bidders are advised to upload required documents on e-tender portal mentioned hereinbefore by the stipulated date and time as mentioned in the NIT hereinabove. All the required documents should be signed by the authorized person(s) before uploading on e-tender portal.
 - (ii) Technical Bid not accompanied by any one or more documents mentioned in this RFP shall be summarily rejected and such bidders shall not be allowed to participate in price bidding for the project under any circumstances.

- (iii) The EMD of the bidders not qualified for the reasons whatsoever including disqualification in the Technical Bid Evaluation shall be returned to the bidder or send by Speed Post/Courier/Registered Post.

GENERAL CONDITIONS OF THE CONTRACT

DEFINITIONS:

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

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

'Employer / SBI / Bank/ State Bank' means State Bank of India.

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

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

'Site' means ATM of State Bank of India, where the works are to be carried out.

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

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

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

'Month' means calendar month. **'Week'** means seven consecutive days.

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

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

"ATM" means Automated Teller Machine/ Cash Deposit Machines/ Cash Dispenser Machines / Cash Recycler Machines / Automated Deposit-cum-Withdrawal Machines (ADWMs)/ SWAYAM Machines (Passbook Printer) etc.

"ATM Site/ e-lobbies" means the room (where one or more ATMs/CDMs/CDs/Cash Recyclers/ Automated Deposit-cum-Withdrawal Machines (ADWMs)/ Kiosks/ SWAYAM etc. are functioning) identified and advised by the State Bank of India (SBI) to the agency from time to time for providing Caretaker Services. ATM site may have more than one ATM and/or Machine. It is clarified that the room(s) situated in one location irrespective of number of ATMs operating (one or more) in the location will be treated as one ATM Site.

"ACM/Alternate Channel Manager/Channel Manager" means authorized representative/ official / employee of State Bank of India, dealing with ATM Operations.

"LHO" means Local Head Office of SBI, located at Hyderabad having jurisdiction over the respective ATM site in the State of Telangana. **"AO"** means Administrative Office(s) and **"RBO"** means Regional Business Office and **"Branch"** means branch (es) of State Bank of India.

“CT/Caretaker” means the unskilled employee of Caretaker/Housekeeping & Maintenance Agency providing Housekeeping and maintenance / Caretaker Services at ATM Sites/Branches/Administrative offices.

“CTA/Agency” means Caretaker/Housekeeping & Maintenance Agency/ the Contractor engaged to provide the Caretaker Services to SBI pursuant to this RFP

“CTS/Caretaker Services” means Caretaker Services to be provided by Caretaker agency/Housekeeping Agency at the ATM Site

“Customer/ Visitor” means the customer of SBI or other Bank's customer/ person using the ATM

2. LANGUAGE:

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

3. CONTRACTOR TO INFORM HIMSELF FULLY:

The tenderers shall be deemed to have carefully examined the work, site conditions including labour availability, various conditions, job requirements and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carry out their own investigations to arrive at the rate(s) to be quoted in the tender. In this regard, they will be given necessary information available with the Employer. If the contractor shall have any doubt as to meaning of any portion of the conditions, or the scope of work or any other matter concerning the contract, he shall in good time, before submitting his tender, ascertain the particulars thereof by contacting the concerned officials before tendering. Once the tender is submitted, the matter will be decided according to contract conditions. For clarifications / Doubts, the contractors may make full use of the pre-bid meeting which would be conducted, as detailed in the NIT. Written enquires to be submitted one day prior to pre-bid meeting.

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

4. EARNEST MONEY DEPOSIT(EMD)

The tenderer shall furnish the stipulated EMD in the form of Demand Draft / Banker's Cheque / Pay Order from any nationalized bank or from a scheduled bank drawn in favour of Premises & Estate Department., payable at Hyderabad No tender shall be considered unless the EMD is so deposited in the required form along with the tender.

No interest shall be paid on EMD.

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

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

5. FORFEITURE OF EMD:

Bank reserves the rights to cancel the order and forfeit the EMD if,

- a) Security Deposit is not submitted within the stipulated time;
- b) Additional security deposit, if any, is not submitted as per tender provisions
- c) If the tenderer revokes his tender during the period, he is required to keep his tender open for acceptance by the Employer or
- d) The tender is accepted by the Employer but the contractor fails to enter into a formal agreement within stipulated time or
- e) Fails to commence the work within the stipulated time.
- f) Minimum Wages are quoted in the Price Bid below the wages specified by the Central Government (Chief Labour Commissioner, Ministry of Labour & Employment, New Delhi)

- g) 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.
- h) If any tenderer make any modifications in the original terms and conditions of the tender, the SBI shall, without prejudice to any other right or remedy, be at liberty to cancel such tenders and forfeit full value of the EMD as aforesaid.

6. PRICES:

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

7. AWARD OF CONTRACT:

- (i) The SBI will award the contract to the L1 bidder whose tender has been determined to be substantially responsive and has been determined as successful evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- (ii) The SBI reserves the right to increase or decrease the quantum of service to be provided and also reserves the right to cancel or revise any or all the tenders or part of tenders without giving any reasons thereto with no cost to the SBI.
- (iii) The SBI reserve their rights to split the scope of work to different agencies within its sole discretion.
- (iv) SBI reserve their rights to withdraw/cancel/delete any work in part or whole any time during the currency of contract by giving one month's notice in writing without assigning any reasons therefor and the contractor shall have no right to make any representation for the same.

7. WORKORDER:

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

8. SIGNING OF CONTRACT DOCUMENTS:

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

However, the written acceptance of the tenders by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.

9. CONTRACT PERIOD:

- The total contract period will be **2 years**. After one year, annual review of the performance will be made by the Bank and discontinuation/extension/termination of the contract, within sole discretion of the Bank, on the same terms and conditions subject to satisfactory performance of the Agency.

- The extension of contract is to the entire discretion of the Bank and cannot be claimed as right of the Contractor.
- If the contractor fails to perform any of its duties under this agreement and if the Employer is dissatisfied with the services of the contractor during the contract period or extended period of service, the Employer shall have the right to terminate the contract forth with at any time in addition to forfeiting the performance security amount deposited by the contractor and initiating necessary action as deemed fit including de-paneling your firm etc.

10. FORECLOSURE OF CONTRACT IN FULL OR INPART:

If at any time after acceptance of the tender, the Employer decides to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, they shall inform the Contractor in writing to that effect and the Contractor shall have no claim to any payment or compensation or otherwise whatsoever, on account of any loss of profit or advantage which he might have derived from the execution of the works in full, but which he did not derive in consequence of such foreclosure of the whole or part of the works. The Contractor shall be paid at the contract rates for work executed at site.

11. RIGHT TO VARY THE NUMBER OF CARETAKER OR ATM SITES:

- The Bank may, at any time, by a written order given to Service Provider, make changes within the general scope of the Contract in any one or more of the following:
 - Number of ATM sites
 - Scope of work
 - Manpower to be supplied subject to 25% above or below the originally declared quantities.

If any such change causes an increase or decrease in the cost of the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended.

12. SECURITY DEPOSIT:

- The successful bidder should submit a Security Deposit for 2 months of awarded Annual contract value including wages in the form of FDR/TDR issued by any Nationalised/ Scheduled Bank in favour of "State Bank of India A/c M/s (Name of the Contractor firm)" payable at Hyderabad within fourteen days from the date of acceptance of the tender for due performance of the Contract.
- The contractor may choose to deposit the prescribed Security Deposit by way of Bank Guarantee issued by a Scheduled Commercial Bank in India other than SBI in the format approved/provided by the SBI. The Bank Guarantee should be valid for the entire contract period from the date of commencement of contract. The bank guarantee should also contain a claim period of three months from the last date of validity. The BG shall be further renewed on yearly basis subject to renewal of the contract by SBI.

13. ADDITIONAL SECURITY DEPOSIT (ASD): NA

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

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

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

17. CARE TAKER:

- i. CTA should not deploy Caretakers with age less than 18 years and greater than 60 years.
- ii. Caretakers deployed shall be an Indian Citizen.
- iii. Caretakers deployed should be medically & physically fit without any contagious disease
- iv. Caretaker should have minimum education qualification of 8th Standard Pass and should be able to write & read Hindi or Local Language and preferably workable knowledge of English language.
- v. The CTA should not deploy any person as Caretaker with criminal record/conviction. If it Comes to the notice of the Bank that CTA has engaged any Caretaker with criminal record/conviction, the services of CTA may be terminated at the discretion of the Bank.
- vi. Duty list of Caretaker to be displayed at the ATM site and copy of it to be given to Caretakers and CTA has to ensure that Caretakers performs their duty as per the duty list. CTA will also ensure that Caretakers with lax and neglectful behavior/ attitude during duty hours must not be retained & shall be replaced accordingly.
- vii. CTA should provide a mobile phone & active SIM Card to the Caretakers deployed at SBI ATM Sites and ensures that the Caretaker placed at the ATM Site has round the clock mobile connectivity with enough talk time. This mobile phone shall be passed on to the caretakers in the shift.
- viii. The CTA should ensure that the Caretaker should not replace himself with others at ATM Site for the service entrusted by the CTA.
- ix. The duration of duty is eight hours per day per person. To keep the efficiency and alertness the overtime will be kept to the barest minimum.
- x. Caretaker shall maintain the dignity of the office at all time and any incident of mobilization or indecency is noticed at the work place bank shall have the right for asking replacement of such workers employed by the contractor.

18. DUTIES OF CARETAKER:

- a) Caretakers should maintain cleanliness of the ATM sites, including keeping the ATM Sites at all times neat, tidy and spotlessly clean. This includes all items in the room like wall, ceiling, floor, gates, stairs, ATM exterior, ATM screen, fascia & signage etc., all should be spotlessly clean, neat and tidy and so as to maintain a hygienic atmosphere.
- b) Caretakers should empty Garbage bins on a daily basis. Garbage and waste materials are emptied and disposed of daily at regular interval as frequently as needed. In ATM site, except machinery and the publicity materials, banners, posters etc., supplied by the Bank, nothing should be stored.
- c) Caretakers should provide general assistance, if required, to customers at ATM site. However, the caretaker **shall not operate the ATM in any manner whatsoever on Customer's behalf.** The caretaker shall manage customer's queue.
- d) Caretakers should deal with the customers politely.
- e) Caretaker shall prohibit entry of persons wearing helmet or with covered face, squatters, hawkers etc. inside the ATM room. The caretaker shall exercise restraint and avoid being provoked.
- f) Providing hand sanitizer to be used by all customers as a preventive/ hygienic measure to avoid the spread of any virus infections etc
- g) Caretakers should guide the customer to the nearest ATM site in case of failure of service by the ATM.
- h) Caretakers should immediately escalate problems of any kind (e.g. malfunctioning/ breakdown of ATM, lighting, AC, UPS, Access door) including theft/theft attempt/doubtful activities/criminal activities like burglary, snatching, hold up, pilferage, sabotage, fire, natural

- calamities etc. at/around ATM/ATM site etc. to the concerned Branch Manager / Channel Manager/ any authorized representative of the Bank. Caretakers will maintain a suitable register for entering details of such reports made including persons informed by him.
- i) Maintain an Access Register at ATM site, for acknowledging the access given to any authorized representatives from the Bank/vendor(s).
 - j) Caretaker should have the contact numbers of the local designated officials of the CTA.
 - k) Caretaker should have the contact numbers of respective Bank officials (Channel Manager/ any authorized representative of the Bank/ Branch Manager)
 - l) Caretaker should arrange to get and display publicity materials, banners, posters etc. supplied by the Bank in the site as per instructions besides replenishing leaflets, brochures etc.
 - m) Caretakers should take care of the site 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.
 - n) If at any time the ATM is out of service, caretaker should immediately notify Vendors and/or the Branch/Channel Manager/ any authorized representative of the Bank, along with the contact details of concerned person provided by the bank.
 - o) Caretaker should invariably be present in front of the ATM Site and **should not enter inside, including the Back room [if available] of the ATM site**, unless extremely necessary or asked to do so, however Caretaker should take proper care of all the assets of the Bank in the ATM Site including the ATM.
 - p) Caretakers should call Police station, Fire service etc. in case of emergencies, and simultaneously inform the Branch Manager/Channel Manager/ any authorized representative of the Bank.
 - q) If any of the belongings left inadvertently by the visitors, the same should be handed over to the concerned Channel Manager/ any authorized representative of the Bank/ or Branch Manager of the Branch to which ATM is linked, for eventual disposal to the owner thereof.
 - r) Be available at the ATM site as per duty roster for 08 hours duty for 24 x 7 x 365 (in three shifts from 06.00 A.M. to 02.00 P.M., from 02.00 P.M. to 10.00 P.M. and from 10.00 P.M. to 06.00 A.M. (no deviation). **Bank shall have the sole right regarding deciding number of shifts for any site.**
 - s) **Under** no circumstances a Caretaker will do more than 08 hours duty and in other case the Company has to provide relievers to avoid any overtime / extra duties. After 06 days continuous duties for 08 hours per day, the Caretaker will be provided with one day rest and a reliever may be engaged for that duty as per Central Government directions. The ATM sites should never be left unattended.
 - t) Where necessary, Caretakers shall switch off / on the generator set and refill the fuel to be provided and arranged by SBI.
 - u) Caretakers shall prevent use of the premises by squatters / animals, hawkers or undesirable persons.
 - v) Caretakers shall prevent misuse of the premises by antisocial elements or any such activities and note any sort of untoward incident in the Daily Report Register and inform the Branch Manager / Bank Official of the Link Branch or nearest Branch.
 - w) The Caretaker on duty for morning shift (6 AM to 2 PM) will go to the Branch after being relieved by the evening shift Caretaker after 2 P.M. and get the Daily Report Register signed by the Branch Manager / entrusted Officer of the Bank. At no point of time the ATM site should be left unattended. In case the Link Branch is far away from ATM location, then the authorized person from agency must get in touch with concerned Branch Manager and Channel Manager for the issue.

19. CARETAKER SHOULD NOT:-

- (i) They should not be under influence of liquor/drug while on duty.
- (ii) They should not engage himself in any argument or unnecessary conversation with anyone while on duty.
- (iii) They should leave the site after being relieved on completion of 8 hours duty.
- (iv) They should not eat breakfast or lunch or dinner during duty hours.
- (v) The Caretaker should not do any Business/selling of products while stationed at ATM.
- (vi) The Caretaker shall not accept any gratitude or reward in any manner.
- (vii) They should not be found inside the ATM room unless asked by any customer for help that too not for more than 5 minutes. Moreover, while assisting customer **caretaker shall not seek/take any request from customer regarding PIN of ATM Card.**
- (viii) Caretaker shall **not** be armed or shall not carry any firearms either on his person or keep the same at ATM Site.
- (ix) Caretaker engaged by the CTA shall not take part in any staff union and association activities against SBI.
- (x) The Caretaker should not replace himself with others at ATM Site for the service entrusted by the CTA.
- (xi) Neither sleeping is allowed while on duty nor the caretaker is supposed to bring any bedding materials in the site. In case any report of any caretaker found sleeping or reported found absent for more than 15 minutes while on duty the agency will be charged with penalty of double wage of the caretaker per day and caretaker has to be posted immediately to some other entrusted site of the agency. On repetition of the same he may be replaced with other caretaker as advised by Bank. In all case related to deficiency of service other than inspection by bank officials the digital image/ CCTV data received from ATM site camera or other sources may be treated as source to impose penalty/ further necessary action.
- (xii) No union formation is allowed.

20. MANAGEMENT AND SUPERVISION OF CARETAKER SERVICES:

As a part of the providing, management and supervision of Caretaker Services, the obligations of the CTA shall include the following:

- a) The Caretaker Services will be requested for ATM Sites by the Bank as per its requirement and the Bank will communicate **to CTA** in writing and/or through e-mail through valid official email ID (electronic mode), the list of ATM sites for which the Caretaker Services will be required and the required shifts etc from time to time and the CTA will provide the Caretaker Services for the ATM sites allotted to it accordingly.
- b) The Caretaker Services shall be provided in three shifts (or as required by Bank) round the clock of eight hours each, as under;
1st Shift: from 06:00 am to 02:00 pm, 2nd Shift from 02:00 pm to 10:00 pm, 3rd Shift: from 10:00 pm to 06:00 am. However, after every 6 duties of 8 hours each the caretaker will be provided with one day compulsory rest and a reliever will be engaged for that duty, so that at no point of time the SBI Site left unattended. A caretaker will have maximum 26 duties every month and there must be an interchange between reliever and caretaker during half yearly rotation. An undertaking is to be submitted by the service provider to this effect. Although, Bank reserves the right to change/decrease the duty hours/no. of shifts any time without assigning any reason whatsoever.
- c) CTA will ensure that there is no violation of any statute and all the laws, rules and regulations will be strictly followed / implemented by Caretaker agency in regard to deployment of Caretakers for such services.
- d) CTA will examine the Access Register maintained at ATM Site by the Caretaker at periodic intervals and inform the Bank about discrepancy, if any, noticed by them. The authorized official of CTA will have to sign the said register, acknowledging his examination of the same.

- e) The CTA should notify the Bank immediately any event such as damage to the ATM site and crimes like theft, burglary, snatching, hold up, pilferage, sabotage, fire, natural calamities, any emergency or unusual situation. CTA in coordination with the Bank will be responsible to initiate necessary steps to redress any irregular and / or emergency situation.
- f) The CTA shall have an **approved Business Continuity Plan**. CTA's authorized representative will visit the ATM Site, **minimum on alternate day** and record of the visit will be kept properly. Caretaker Agency shall ensure that Caretaker Service is rendered uninterruptedly and efficiently at the ATM Sites without any break; and initiate corrective steps of its own wherever necessary. Caretaker Agency will respond promptly to any complaint made by the officials of SBI from Local Head Office/ Administrative Offices/ Regional Business Offices/Branches/Channel Managers in regard to dereliction of duties/default in performance by the Caretaker.
- g) The CTA should have in place **Know Your Employee Policy** and system for engaging Caretakers, including thorough background check, police verification report and antecedent's verification etc. at the time of appointing Caretakers. As and when demanded by the Bank, the Contractor will produce the same.
- h) The Agency shall submit the list of its personnel to be deployed at the respective Bank locations, along with their personal details like name, age, date of birth, permanent address, photograph, KYC etc. The Bank has the right to advise the Agency to replace any of the personnel engaged by him who are found unsuitable; the Agency shall immediately replace such personnel.
- i) CTA shall ensure that caretakers engaged are following the COVID-19 guidelines issued by the Government time to time.
- j) Caretaker Agency shall be responsible for providing **cleansing material** (Detail mentioned as below) required for keeping the ATM site neat & clean.
- k) CTA shall give prior notification to the Branch Manager of the ATM Linked Branch or its authorized official / Channel Manager/ any authorized representative of the Bank about the Caretaker posted at a particular ATM site.
- l) The CTA shall have its own establishment/ setup/ mechanism etc. at its own cost to ensure correct & satisfactory performance of its duties and responsibilities under the contract.
- m) The Caretaker(s) engaged by Caretaker Agency (CTA) shall be the employees of Caretaker Agency and in no event the Caretaker(s) shall be deemed to be the employee of SBI. SBI is not responsible/ liable to the Caretaker(s) and payment of wages (as per Minimum Wages act), PF Contribution, ESIC Contribution, etc. and other applicable statutory dues to the Caretakers, allowances, any other amount to the Caretaker(s) shall be the responsibility of Caretaker Agency. No liability on account of payment of wages (as per Minimum Wages act), PF Contribution, ESIC Contribution, etc. and other applicable statutory dues shall devolve upon on State Bank of India. Caretaker Agency should indemnify SBI against all losses, damages, expenses and claims which SBI may suffer/incur or which may be against SBI in respect of the said Caretaker Agency.
- n) The CTA shall indemnify SBI to the full extent (including the legal cost and reimbursement of Attorney's fees and incidental expenses thereto) in the event of any non-compliance of any law, notification, orders etc. and for any claim from any statutory authority arising out of non-compliance of the aforesaid or otherwise in relation to the Services or any claim, right, demands etc. raised by any employees/ sub-contractors of the CTA. Without prejudice to any other rights of SBI to recover the indemnity amount from the CTA, SBI shall be entitled to deduct/ensure the deduction of the indemnity amount or part thereof from the charges payable to the CTA under the payment arrangement mentioned in RFP and Performance Guarantee and Security Deposit (Interest bearing STDRs furnished as security deposit)
- o) The Bank shall be entitled to adjust the dues out of monthly bills or Performance guarantee deposit or Interest bearing STDRs furnished as security deposit, towards loss or damage caused by the agency or its staff in case of any theft, breakage, pilferage of any items, fixtures, equipment etc., or any other liability of the agency.

- p) The Agency shall also permit the Bank to hold or deduct the amount from the bills/security deposit/performance guarantee/ Interest bearing STDRs furnished as security deposit, for nonperformance or part performance/ substandard performance or failure to discharge obligations as more specified in this document.
- q) Daily check of the caretakers at the sites will have to be carried out by the Contractor at their own cost, about the duty being performed by their employees. Any adverse observation/laxity found on part of the duty personnel of the site must immediately be brought to the notice of the Bank (Link branch officials and channel managers). In this effect a written Visit Report as per format provided by Bank duly counter signed by the BM/Branch official of the preceding week should be submitted to LHO on every Monday at own cost of the Contractor without fail to avoid penalty.
- xi. The contractor shall furnish to the SBI at the intervals specified by SBI, a distribution of the number and description of labour employed in carrying out various works / activities.
- xii. The Contractor shall submit on every month to the SBI a statement showing in respect of the preceding month:
 - (a) The number of labourers employed by them on the work.
 - (b) Their working hours.
 - (c) The wages paid to them.
 - (d) The accidents occurred, if any, during the said month showing the circumstances under which they happened and the extent of damage and injury caused by them

21. RESPONSIBILITIES OF CARETAKER AGENCIES:

- a) The CTA will be responsible/ liable for engaging Caretakers at the ATM Sites allotted to them, such that Caretakers should be available 24x7 bases at the ATM Site as advised by the Bank. Shift timing(s) is/are liable to be changed (one or two or three shifts of 8 hours each) for which the Caretaker Services are availed, to ensure proper services are delivered at the site. Bank has the discretion to rationalize number of shifts per site and number of Caretakers per site, as and when required
- b) CTA will be responsible for Management and supervision of Caretakers, including training, deploying, monitoring, managing and supervising them.
- c) Ensuring compliance of all applicable statutory laws while providing caretaker services and statutory obligations in respect of the Caretakers engaged by the agency.
- d) CTA shall be solely liable and responsible for payment of Minimum Wages as per the Minimum Wages Act, 1948, PF Contribution, ESIC Contribution, etc. and other applicable statutory dues to the Caretakers, during the Contract period. The applicable rate for payment of minimum wages shall be the rate of minimum wages notified by the Central Government from time to time in respect of unskilled category "**Employment of Sweeping & Cleaning**". Any legal case/expenses/penalty arising out of violation of any provisions of Minimum Wages Act or any other Act, Rules or Regulations shall be at the cost of CTA only and the Bank shall not be responsible for the same. Financial liabilities/legal complications devolved against the Bank due to violation of Minimum Wages Act or any other Act, Rules or Regulations by the CTA will be recovered from the CTA/ from the amount payable to CTA and/or by invoking the performance Bank Guarantee and/or from Interest bearing STDR of SBI furnished as security deposit by the CTA to the Bank while awarding the contract.
- e) CTA will be liable for damage to the all machines installed at ATM site /its peripherals/cash loss or any parts / portion of the ATM site on account of any deficiencies in services or negligence during the duty time.
- f) Deputation of CTA's representatives/checkers every month along with Bank Officials (Channel Manager/ any authorized representative of the Bank) to inspect the ATM sites to examine whether the caretaker services are delivered as per the Service Specifications of the Bank and determining/arriving at any deficiency in services by the CTA.

- g) Collection of the Reports on Caretaker Services from Channel Manager/ any authorized representative of the Bank every month for the purpose of submission of the same along with attendance sheet & their Invoice to the Bank.
- h) The CTA shall disburse the wages through credit to their accounts and account statement should be enclosed along with the monthly bill. Every Caretaker engaged by CTA has a Saving Bank Account with State Bank of India only, for crediting their Salary.
- i) The CTA shall appoint/transfer/ rotate/ replace all or any of the Caretakers from ATM site locations at any point of time with intimation to any authorized representative of the Bank after ensuring that replacement is provided in time.
- j) The Caretaker(s) engaged by CTA shall be the employees of CTA and should be on the CTA's Payroll and in no event the Caretaker(s) shall be deemed to be the employees of the Bank. It will be the responsibility of the CTA to provide details of Caretakers engaged by them to the Labour Department and SBI, as and when demanded.

22. INSURANCE OF CARETAKERS:

(i) Before taking up the work, the Contractor shall, obtain and submit to the Employer (Bank), a third-party insurance policy in original, issued by any Public-Sector Insurance Company and also ensure to pay the premium on time and keep the policies valid during the currency of the contract and provide documentary evidence.

(ii) The Policy should be issued in the joint names of Employer and contractor with Employer's name appearing first. The employee/worker/persons should be covered under the insurance at a time for insured sum of ₹ 5 lakhs each, for any type of accident / incidence.

iii) Without prejudice to any of its obligations and responsibilities specified above, the Contractor shall, within 15 days from the date of work order, submit documentary evidence as required by the Employer in support of having obtain requisite insurance cover.

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

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

The CTA shall take, at its own cost, insurance policies for adequate amount against death or injury of the CTA's employees while providing the services, theft, robbery, forgery, fraud, fidelity and/or any other dishonest acts or negligence on the part of the service providers, employees or sub-contractors. SBI shall not be liable or called upon to pay any amount as compensation or damages etc. to any other person, including the personnel of CTA, resulting from aforesaid activity and having been called upon to pay so, CTA shall fully indemnify SBI for all such cost.

23. ASSIGNMENT, SUBLETTING AND CONTRACTOR'S SUPERINTENDENCE:

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

In case of breach, the Bank shall be at liberty to serve notice and without prejudice to its other rights and remedies terminate this contract along with forfeiting of the EMD (i.e. security deposit) and invoke the bank guarantee / performance guarantee, if required.

24. PROTECTION OF WORKS AND PROPERTY:

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

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

25. MINIMUM WAGES TO BE PAID:

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

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

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

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

That the terms of this contract have been read by the Contractor and fully understood by him/ them. The Contractor shall not be entitled for the payments for the quantities beyond the tendered quantities unless ordered for, by specific instructions with prior approval from the Bank. The rate quoted shall be inclusive of bonus, house rent allowance, Employees provident fund, overtime, night duty allowance, conveyance, food expenses etc. and the Employer shall not be responsible for any payment towards the above components.

The Agency shall make the payment to caretaker(s) engaged by it as per minimum wages notified by the Office of the Central Labour Commissioner from time to time. The Agency shall satisfy the Bank showing adequate recorded proof that the minimum wages, ESIC, contribution to provident fund etc. as applicable are being paid to its personnel as required under various Statutory Acts notified by the Government from time to time. It shall be the duty of the company to get PF code number allotted by Regional Provident Fund Office/ EPFO 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 before the due date of each month. The CTA will have to produce the documentary evidence of the statutory compliance fulfilled along with the respective challan copy of the preceding month along with the invoice to the Bank.

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

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

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

The contractor shall compulsorily submit the detailed pay structures he proposes to give to each of his category (along with components as instructed above and also adding any other component he desires to give over and above, to any or all of the categories along with the price bid. The tenders quoted without complying payment of Minimum wages along with EPF/ESI/DA, etc. shall be summarily rejected/disqualified.

26. LABOUR LICENSE / PF/ESI:

- i) The Agency shall obtain at his/its own cost, any license or permission of any sort whatsoever viz. Labour license from Assistant Labour Commissioner and register with Employees' State Insurance Corporation and Office of the Regional Provident Fund Commissioner, etc. that may be required under various Acts of the Central/State Government Authorities, for carrying out the said activity in the premises of the Bank and such Registrations and License as may be deemed necessary for engagement of contract workers for such purpose.
- ii) The contractor shall apply and obtain license under the Contract Labour (R&A) Act 1970 and comply with the relevant provision of this Act, in respect of the labour employed by him for executing this contract. The contractor shall furnish necessary returns to the authority through Bank.
- iii) The contractor should take independent code numbers under EPF Act 1952 and ESI Act 1948 and shall cover his workmen under the employee's provident fund schemes and Employees State Insurance Act 1948 and show proof of payment of subscriptions/contributions to the concerned authorities.
- iv) Both in respect of ESI/EPF the contractor shall obtain necessary declaration forms from his employees and obtain individual insurance and PF number and shall furnish to the Bank every month, necessary proofs for having made remittance of ESI and PF contributions in respect of all contract labourers engaged by him.
- v) As regards Employees State Insurance Act, the contractor shall submit photostat copies of the challans of remittance of the contributions (both the employee's contributions and his own contribution there on) to the ESI corporation in respect of the employees engaged in State Bank of India by him for this work for the relevant period before any payment is released by State Bank of India.
- vi) As regards the Employees Provident Fund and Miscellaneous Provision Act 1952 and rules and regulations and schemes framed there under, he shall be liable to pay employees compensation under the Act in respect of all labour employed by him for the execution of the contract. For this purpose, he shall indicate the code number obtained by him from the Regional Provident Fund Commissioner and produce the Photostat copy of the challan receipt of monthly remittance.
- vii) He shall also furnish such returns as are due under the Act to the appropriate authorities through State Bank of India.
- viii) The contractor shall be fully responsible for the consequences arising out of default and Bank may treat it as breach of Contract and reserve the right to terminate the Contract.

27. PROCUREMENT OF CLEANING AND OTHER MATERIALS:

The agency will provide the minimum essential cleansing materials listed below and keep a proper record of the same. All items should be of standard quality (ISI) available in market. Every month on or before 7th day these materials has to be handed over to the Caretakers in front of Branch Manager / entrusted Officer of the Bank / Branch. The agency will submit a Cleansing Materials Receipt Certificate from the Caretakers duly counter signed (with stamp) the Branch Manager / entrusted Officer of the Bank, failing which a penalty of Rs.200/- will be levied for every succeeding week.

No sub-standard material shall be used. The chemicals used for the purpose of cleaning shall be eco-friendly and bio-degradable.

SL NO	MINIMUM CLEANSING MATERIALS PER SITE	FREQUENCY
1	500 ml Floor Cleaning Liquid (Lizol/Harpik/equivalent approved by SBI)	Every Month
2	500 ml Glass Cleaning Liquid (Colin)	Every Month
3	Two Dusters	Every Month
4	Broom/ Jharu	Quarterly
5	Plastic Bucket & Mug	Half Yearly
6	Dustbin	Half Yearly
7	5 Litre Sanitizer, For hand cleaning /Surface cleaning (3 M/ Jhonson & Jhonson / Equivalent approved by SBI)	Every Month

28. UNIFORM & SHOES:

Caretaker Agency shall be responsible for providing at least 2 sets of dress/uniform annually, including sweaters for Winter season (once in two years) bearing logo of CTA and black leather shoes (annually), proper laminated, tamper-proof identity cards and stationary for writing duty charts/registers to all the Caretakers employed at SBI ATM sites within the quoted rate(s) and no extra payment shall be made to contractor on this account.

29. PAYMENT TERMS:

- i) Advance will not be paid on any account in connection with this contract
- ii) Loan from any bank or financial institution shall not be recommended on the basis of Work Order or Award of work.
- iii) The payment to be made before 07th of the month
- iv) The payment of your monthly bills in respect of the captioned Contract **shall be paid Centrally by the Local Head Office, State Bank of India** after all documents as indicated below are submitted along with the bill:
 - i) PF challan for the previous month.
 - ii) A separate sheet mentioning the names of the staff deputed at ATM Site
 - iii) Wages/Salary amount credited in the Bank's account of individual,
 - iv) Amount of PF & ESI Deposited in their respective account. The statement should have the PF number of the staff and the agency shall fix its official seal and signature on the statement.
 - v) A separate covering letter undertaking that the PF amounts have been credited rightly as per the statement enclosed should also be submitted.
 - vi) ESIC challan for the previous month along with separate sheet mentioning the names of the staff deputed at SBI Site (name of site to be mentioned) and the amount credited against their account with the ESIC office.
 - vii) The statement should have the ESIC number of the staff and the agency shall fix its office seal and signature on the statement. A separate covering letter undertaking that the ESIC amounts have been credited rightly as per the statement enclosed should also be submitted. For staff who are out of the ESIC ambit, clear details of number of people covered under ESIC and Workmen compensation policy shall be indicated.
 - viii) The original wages register, signed by your employees deputed to SBI sites, in token of receipt of payment for the previous month, should be submitted for certification of SBI representative, as the principal Employer, every month.
 - ix) GST Paid Original Bills/Invoices in support of claims of all the material (including cleansing materials supplied/used in the maintenance during the month) duly counter signed by the Officer-in-charge confirming the procurement and use of all such material at site.

30. Whenever under the contract any sum of money shall be recovered from, or payable by the contractor, the same shall be paid by the contractor on demand. The SBI may also deduct such

amounts from any dues of the contractor, or from any sum which at any time there after becomes due to the contractor under his contract or under any other contract or from his security deposit, in respect of this work or in respect of any otherworks.

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

32. PENALTIES /LIQUIDATED DAMAGES:

SrNo	Deficiency in Services	Penalty (Amount in Rs.)
1	Age of Caretaker less than 18 or more than <u>60</u> years and/ or Qualification of CT less than 8 th pass	Rs 1,000/- per instance per caretaker.
2	Non-supply / non- wearing of uniform by CT / not in proper attire	Rs.2000/- per instance per caretaker
3	Non-supply of cleansing material by CTA and/ or poor upkeep/ non-cleaning of ATM kiosk by CT	Rs.2000/- per instance per Site
4	Non-supervision/ false/ incorrect reporting by CTA	Rs.2000/- per instance
5	Non Supply / Non maintenance of registers at ATM site	Rs.1000/- per instance per Site
6	Impolite/ inappropriate behavior by CT/ other authorized staff of CTA.	Rs.1000/- per instance
7	Caretaker found sleeping/drowsing/	Rs.2000/- per instance
8	Caretaker found drunken/intoxicated	Amount equivalent to 1 month wages payable to CTA for that Site/Kiosk.
9	Absenteeism of CT for more than 15 minutes / more than 1 day: (a) Late reporting for duty by Caretaker (late by 15 minutes or more) (b) Absenteeism of Caretaker	Rs.1000/- per instance Late reporting up to 15 Minutes for more than 1 instance; Rs1000/- For late reporting more than 2 days; Rs 1000/- per instances
10	Failure to replace suitable Caretakers in place of absent / undesirable Caretakers within 4 hours	Rs.1000/- per instance
11	Delay/ Failure by CT/CTA in reporting untoward incident to SBI (Beyond delay of 1 hour from the time of happening of incident)	Rs. 2000/- per instance
12	Caretaker committing / attempting involvement in illegal/criminal activity including fraud/ Theft/ Vandalism etc.	Rs 5000/- per instance besides recovery of loss from CTA, initiation of legal action and termination of the CTA from the site.
13	Failure by CTA in payment of Salary, minimum wages as per Minimum Wages Act, 1948, ESIC, EPF, Workmen Compensation, GST, Bonus, etc.	Rs. 30000/- per instance in addition to recovery of payment made by the bank to statutory Authorities.
14	Any undesirable act / omission or commission/ wrongdoing by CT/ CTA causing reputation loss to the Bank	Termination of Contract and penalty of Rs50,000/- as decided by the Bank.
15	Non submission of Salary Slip to the caretakers	Rs 500/- per instance per caretaker
16	Non payment of salary by 7 th or 10 th whichever is applicable, of succeeding month	Rs.10,000/- per instance.

17	Non payment of Statutory dues and /or delay in payment of statutory dues	Contract may be Terminated.
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The cumulative penalty on account of defaults / deficiencies in services mentioned above from serial number 1 to 16 for any ATM site during a month shall not exceed the monthly payment made for that particular site. However, any loss on account of damage to ATM or ATM site, due to absenteeism/negligence/lapse of Caretaker/CTA and loss on account of illegal/criminal activity by Caretaker/CTA will also be recoverable from the Caretaker Agency in addition to the Penalty.

The Caretaker agency has to provide uninterrupted services at all allocated ATM sites and has to indemnify the Bank for any loss incurred by the Bank on account of failure of the caretaker agency and/or their employees to provide uninterrupted service at all such ATM sites.

In all cases related to deficiency of service other than inspection by Bank Official, the digital image/ CCTV footage received from ATM Site Camera or other sources may also be treated as source to impose penalty.

- The Contractor shall disburse salary to its deployed manpower as per Central Govt. minimum wages Act latest by 15th of every month, failing which penalty equivalent to one-day salary (Basic + DA) per delayed day shall be credited by the contractor into the account of the respective employees whose salary has been delayed, apart from his regular remuneration which the contractor is payable to him. Proof of the same shall be submitted to the SBI along with the bills of the next month. If such scenario continues for a period of 3 continuous months then the contract shall be liable to be terminated. Security Deposit / Performance Bank Guarantee shall be forfeited and Bank guarantee shall be encashed. The SBI will have the power to appoint any other agency for the manpower services at the risk and cost of the Contractor.
- In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned number of manpower, the SBI shall make deductions at double the rate of hiring rate on pro-rata basis from the bills preferred by the Contractor or that may become due to the Contractor under this or any other contract or from the security deposit or may be demanded from the Contractor to be paid within seven days to the credit of the SBI.

33. PRICE VARIATION CLAUSE:

The price quoted should inclusive of escalation on account of increase in material cost during the contract period of initial one year and renewable at the same terms and contract period of another one year, including profit, lumpsum payment towards the cost such as insurance, personal protective equipment, tools required, mobile charges, all taxes, uniform, consumables, duties & statutory levies etc. The successful vendor has to submit system generated GST tax invoice incorporating bank's GST in number and vendor GST no. Manual GST invoices will not be accepted. Any increase in minimum wages/ VDA as per central Govt Act, the same shall be reimbursed by bank. Bonus as per Bonus act shall be reimbursed and therefore shall be not loaded in the commercial bid.

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

Price Variation on material component, consumables and housekeeping: No escalation of Material component will be allowed during the contract period.

34. COMPLIANCE WITH ALL STATUTORY REQUIREMENTS:

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

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

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

The Agency shall comply with the provisions of all Labour Laws, which are applicable to the Contractor or his employees and shall be solely responsible for liabilities arising out of such compliance, non-compliance or implementation or non-implementation thereof. The Agency will furnish proof of compliance of all Labour Laws requirements including obtaining licenses, filing of monthly/quarterly and annual returns and any other statutory requirement within 15 days from the due date, and furnish calculations and proof of payments/challis, made to all Government/Statutory Authorities under EPF, ESIC, etc. **within 15 days** of the statutory time limit allowed under the respective Acts and all other statutory rules as amended from time to time.

35. OTHER COMPLIANCES:

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

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

36. LOCAL LAWS, ACTS, REGULATIONS:

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

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

- Factories Act,
- Employment of Children Act 1938,
- Employers Liability Act 1938,
- Industrial Disputes Act 1947

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

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

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

37. DISMISSAL OF WORKMEN:

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

38. TECHNICAL AUDIT / SCRUTINY:

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

1. Rejection of work and Equipment

- The Employer shall have the right to condemn any or all tools, instruments, materials / chemicals, equipment or work which does not confirm to the specifications.

The contractor shall be responsible for any breakage caused by its workers at the site. Breakage of any light fixtures, furniture, tiles, mirror, glass, any other fittings/fixtures provided in the by the persons employed by the contractor due to their negligence will have to be set right by the contractor at his cost within 3 days of such damages. In case of their failure to do so, the SBI shall be at liberty to get the same done from any other agency at the Contractor's cost, risk and consequences.

40. RECORDS OF DAILY OPERATION:

The Contractor shall maintain and provide comprehensive logbook of cleaning procedure adopted, record of chemicals used, details of daily record of cleaning activity carried out in all units of the s.

- 1) The CTA will maintain the below listed record / registers physically at each ATM site:
 - i) Caretaker Attendance Register
 - ii) Visit Register (visit by authorized person from CTA)
 - iii) ATM Access Register/ Visitor Register (for respective Bank Officials, ATM Engineers, Other Service Providers visiting ATM site or any other person duly Authorized by the Bank on verification of their identity/ authority)

- iv) Customer Complaint / Suggestion Register
 - v. Asset / Service Breakdown Register (for respective ATM site)
 - vi. Caretaker Duty Roaster
- 2) The CTA will also maintain of all applicable/relevant Registers and records in accordance with the various laws, rules, regulations and ordinances applicable in respect of the Caretakers employed by it, including but without limitation to the below mentioned listed record/registers physically at their local office(s):
- i) Caretaker /ATM site wise monthly wage payment Register.
 - ii) Caretaker wise monthly PF & ESI deposit Register.
 - iii) Site wise monthly shift Register.
 - iv) Incident Register.
 - v) Register of Deductions for Damage and Loss, Fines etc.
 - vi) Register of Workman Employed by the CTA
 - vii) GST Paid Register, PF and ESI deposit Register.
 - viii) Record of Caretakers/ authorized employees for visit deployed ATM site wise and record of their background checks.
 - ix) The Wages Slip.
 - x) Records of background check
 - xi) Site wise/Shift wise Caretaker details
 - xii) ATM wise visit register

And produce them for inspection as and when demanded by the Bank and/ or any appropriate Labour authorities.

41. REPORTING AND RECORDKEEPING:

Management reporting and process reviews

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

Operating Meetings

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

Performance Review Meeting

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

Quality Assurance

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

42. ACCIDENTS:

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

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

43. TERMINATION:

- (a) SBI shall be at liberty to terminate the contract by issuing one month's notice to the contractor without assigning any reason whatsoever. Bank shall not pay any claim /compensation by Contractor for such termination of Contract.
- (b) As regards unsatisfactory performance or non-compliance with any of the terms and conditions of the contract by the contractor or abandoning the work, the SBI/State Bank of India shall have the right to terminate the contract forthwith with one month's notice and rearrange the work through other agencies at Contractor's risk, cost and consequences and under such circumstances, the security deposit paid by the contractor shall stand forfeited, besides any other action deemed fit including de-paneling the contractor or debarring them in future tendering process.

44. SAFETY CODE – RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT:

Before commencing the work, contractor submit a 'SAFETY PLAN' to the authorized SBI/State Bank of India official. The 'SAFETY PLAN' shall indicate in detail the measure that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified hereunder. The contractor shall submit Safety Plan along with his offer. During negotiations before placing of work order and during execution of the contract SBI shall have right to review and suggest modification in the Safety Plan. Contractor shall abide by the SBI's decision in this respect.

The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of SBI or its authorized officials to prevent loss of human lives, injuries to personnel engaged and damage to property and environment.

The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized SBI officials: -

- Safety Shoes conforming to IS-1989:1978
- Eye and Face protection devices conforming to IS-8520:1977 and IS-8940:1978.
- Hand and body protection devices conforming to: IS-2573:1975, IS-6994:1973, IS-8807:1978, IS-8519:1977,

All tools, tackles, lifting appliances, material handling equipment scaffolds, cradles, safety nets, ladders, equipment's etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorized SBI official who shall have the right to ban the use of any item.

The contractor shall adopt all fire safety measures.

Where it becomes necessary to provide and/or store petroleum products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall store the same safely as per the directions of the Bank.

The contractor shall be held responsible for any violation of statutory regulations local, state or central and SBI instructions, that may endanger safety of men, equipment, material and environment in his scope of work or another contractor or agency. Cost of damages if any, to life and property arising out of such violation of statutory regulations and SBI instructions shall be borne by the contractor.

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 dates

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.

45. INDEMNITY BOND:

- Contractor shall sign an Indemnity Bond in an approved format as per Annexure – 'V' before starting the work, indemnifying the SBI from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the work place due to non-adherence to safety codes, not following the standard work procedures and for violating rules and regulations for which the contractor shall be solely responsible.
- In case of any damage to property by the contractor, SBI shall have the right to recover the cost of such damages from payments due to the contractor and decision of the SBI shall be binding on the Contractor.
- In the event of any damage to the loose furniture, interiors, computers and such other equipment or to the existing structure etc., during carrying out the contract works, the cost of repairing the same including the cost of replacement if any will be recovered from the contractor.
- If the contractor fails to improve the standards of safety in its operation to the satisfaction of SBI after being given a reasonable opportunity to do so, and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized SBI official, the SBI shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by State Bank of India.
- Before commencing the work, the contractor shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of State Bank of India.
 - The Agency shall indemnify the Bank from and against all liabilities, claims and demands arising out of any payments or reimbursement made by the Bank to Government (Central/State, Semi- Government), statutory authority or any payment made under any statute/notification of the Government (Central/State) or statutory authority in respect of the employees of Caretaker service provider or in respect of any claims made by the Agency's employees against the Bank. The Caretaker service provider shall promptly reimburse State Bank of India all payments made and expenses incurred by the Bank in respect of the payments referred to above in this clause.

46. SETTLEMENT OF DISPUTES AND ARBITRATION:

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

Arbitration: Any dispute and/or difference arising out of or relating to this contract including interpretation of its terms will be resolved through joint discussion of the authorized representatives of the parties. If the disputes are not resolved by discussions then the matter will be referred for adjudication to the arbitration of a single arbitrator to be appointed by mutual consent of the parties. The sole arbitrator would not be past or present employee of the parties. If the parties are unable to agree upon a sole Arbitrator, each party shall appoint one arbitrator and the two arbitrators so appointed by parties, shall appoint the third arbitrator, who shall be the Chairman of the Arbitral Tribunal. The cost of such arbitration shall be shared by both the parties, i.e. bank and contractor, in the ratio of 50:50. The arbitration proceedings shall be conducted in Hyderabad and in English language only and in accordance with the provisions of Arbitration & Conciliation Act 1996 or any statutory re-enactment thereof. The decision of the arbitrator shall be final and binding on the parties.

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

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

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

47. PROPOSED WORK METHODS, SUPPLIES AND PLAN:

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

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

The contractor shall be required to submit for the Bank's approval a schedule of materials that shall be mobilize for the above services wherever applicable. This information shall be submitted with full identification of specific manufacturer's products together with their catalogues. The contractor shall be required to submit for the Banks approval a detailed utilization plan and a detailed manpower deployment schedule with details of manpower assigned to each task. All comments by Employer will be incorporated and executed at no extra costs to the Employer.

The contractor will schedule the cleaning operations in such a way that the premises remains neat and clean all the time. The contractor may deploy his labourers in shifts accordingly in keeping with the prevailing labour law of the state.

48. INSOLVENCY:

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

- i) If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or
- ii) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or manager.
- iii) If the contractor commits any breach of this contract not herein specifically provided for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the SBI and provided also that the contractor shall be liable to pay the SBI for any extra expenditure, it is thereby put to but shall not be entitled to any gain on repurchased.

49. CONFIDENTIALITY:

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

50. CORRUPT OR FRAUDULENT PRACTICES:

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

51. FORCEMAJEURE:

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

- a. War, hostilities, invasion, act of foreign enemy and civil war;
- b. Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- c. Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- d. Earthquake, fire, flood or cyclone, or other natural/ manmade disaster;

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

- i. The date of commencement of the event of Force Majeure;
- ii. The nature and extent of the event of Force Majeure;
- iii. The estimated Force Majeure Period,

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

The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby. Any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

52. SEXUAL HARASSMENT:

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

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

- ii. Any complaint of sexual harassment from any aggrieved employee of the State Bank of India (SBI) against any employee/s of the contractor shall be taken cognizance of by the State Bank of India (SBI).
- iii. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual harassment/violence by the employee of the contractor is proved.
- iv. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

53. NON-DISCLOSURE:

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

LETTER OF DECLARATION

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

AGM(Civil),
Premises & Estate Department.,
Adj to commercial branch,
SBI LHO campus,
Bank Street, Kothi, Hyderabad – 500 095..

TENDER FOR PROVIDING ATM CARETAKER SERVICES FOR SBI IN TELANGANA

Dear Sir,

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

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

3. I/we have deposited Demand Draft / Banker's Cheque for a sum stipulated as Earnest Money Deposit with Premises & Estate Department. 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 Premises & Estate Department.

4. We understand that as per terms of this tender, the SBI may consider accepting our tender in part or whole. We, therefore, undertake that we shall not raise any claim / compensation in the eventuality of Bank deciding to drop any of the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us on our approved rates and within the stipulated time limit without any extra claim for price escalation as provided for in the Terms & Conditions of this tender.

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

6. Further, we confirm that we are eligible to quote this tender. In case any information is found incorrect at any subsequent point of time, our tender may be annulled / rejected by SBI, including taking any action against us as deemed fit.

7. I/We hereby certify that I / We have submitted tender document strictly on the format prescribed

by the SBI and are available on the e-tender portal & there is no change in formatting, number of pages etc

8. I/We have checked that no page is missing and all pages as per the index and checklist are available & that all pages of tender document submitted by us are clear & legible.

9. I/We have signed (with stamp) all the annexures / required documents before submitting the same.

10. I/We have read carefully & understood the instructions to the applicants.

11. I/We hereby understood and accordingly confirm that all Tender documents and supporting Prequalification 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 authorise SBI to summarily reject our tender for which we shall not make any protest.

12. 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 documents from the original and / or any documentation, SBI shall have the absolute right to disqualify / reject our Tender and also debar me / us in participating in any future tenders of SBI without any prior intimation to me / us.

13. 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.

14. I/We certify that none of our relatives(s) as defined in the Tender document is/are employed in SBI. In case at any stage, it is found that the information given by me is false/incorrect, SBI shall have the absolute right to take any action as deemed fit, without any prior intimation to me. (The near relatives are members of a Hindu undivided family/husband and wife/ the one related to the other in the manner as father, mother, son(s) and son's wife (daughter-in-law), daughter(s), husband (son-in-law), brother(s) and brother's wife, sister(s) & sister's husband (brother-in-law).

15. We certify that Prices in this bid have been arrived at, without agreement with any other bidder of this RFP for the purpose of restricting competition. ii. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP. iii. We have not induced nor attempted to induce any other bidder to submit or not submit a bid for restricting competition.

16. We agree to abide by this offer till **6 months** from the last date stipulated by the Bank for submission of bid, and our offer shall remain binding upon us and may be accepted by the bank any time before the expiry of that period.

17. We agree that in the event of our Company being selected for providing services with SBI Bank as **Caretaker Agency**, we will enter into and execute the necessary contract agreement as per the format specified by SBI Bank. We understand and agree that until a formal contract is prepared and executed, this offer, together with the Bank's written acceptance thereof and the Bank's notification of award shall constitute a binding contract between us.

18. We understand that the Bank is not bound to accept the lowest or any bid that may be received.

19. We also certify that we have not been blacklisted or included on negative list or have been terminated of their services of any Scheduled Bank / Corporate Body / Government Body. Further, we have not abandoned any work or rescinded any part of our contract. We also certify that none of the directors of our Company is/has been a director/Partner/Promoter/Key Managerial Person in a

Company/firm/entity which is/has been blacklisted or included in negative list by any Scheduled Bank /Corporate Body/Government Body.

20. We also certify that we are not involved in any litigations/ material litigations with any client/own employee/Directors etc. or any Vigilance cases, whose outcome could have a materially adverse impact on our business/finance.

21. We also certify that no litigation/prosecution is pending against us or our directors involving violation of statutory regulations or alleging criminal offence or tax liabilities.

22. We certify that the information/data/particulars furnished in our Proposal are factually correct. We also accept that in the event of any information/data/particulars proving to be incorrect, Bank will have the right to disqualify us from the bid.

23. We undertake to comply with the terms and conditions of the RFP. We enclose along with our proposal duly **signed scanned copy of the RFP document**. We understand that the Bank may reject any or all of the offers without assigning any reason what so ever.

24. It is certified that the information furnished here in and as per the documents submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of bid and are liable to any punitive action for furnishing false/misleading/incorrect information/documents.

25. We have understood that the engagement of the selected CTA shall be for **2 years, however, the Bank may, at its discretion, terminate the engagement any time during the** currency of the contract for violation of any of the terms and conditions by CTA or otherwise. At the **end of the contract period of 2 years**, or on termination during the currency of the contract, we shall withdraw all our Caretakers from all the concerned sites of SBI Bank, immediately and unconditionally, without any obstruction or exerting of pressure on the Bank from politicians/ Govt. /other officials, for the purpose of continuation of contract or for growth of business interests of the respective Agency, whatsoever.

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

Signature of the Tenderer with Seal

**DETAILS OF ALL ‘SIMILAR’ WORKS COMPLETED DURING THE LAST SEVEN YEARS
ENDING BY 31st December, 2020.**

**(upload supporting documents i.e. Work order and Satisfactory Completion Certificate Obtained
from the Clients)**

S. No.	Name of Work	Name of the Client (with Brief Address of Concerned Office & Contact No. and e-mail ID)	Date of Agreement with Client	Location and Scope of the Work	Actual Value of the Work	Date of commencement as per contract & actual date of Commencement	Stipulated Date of completion & Actual date of completion	Litigation/ Arbitration pending/ In progress with details (if any)
1								
2								
3								
4								
5								

(Add separate sheet if required)

Note:

1. Information has to be filled up specifically in this format.
2. The projects mentioned in the above format shall be sorted in the order of cost of the project (Descending order).

**PERFORMANCE REPORT FOR ‘SIMILAR’ MAJOR COMPLETED WORKS
(REFERRED TO IN ANNEXURE ‘J’)**

1. Name of the work/Project & Location.
2. Scope of work.
3. Agreement No & Date.
4. Estimated Cost / Tendered Cost
5. Actual Value of work done
6. Date of commencement
 - a. Stipulated date of commencement.
 - b. Actual date of commencement.
7. Date of completion
 - a. Stipulated date of completion.
 - b. Actual date of completion.
8. Amount of compensation levied for delayed completion if any.
9. Performance report based on
 - Quality of Work, : Excellent / Very Good / Good / Poor
 - Time Management, : Excellent / Very Good / Good / Poor
 - Resourcefulness, : Excellent / Very Good / Good / Poor
 - Financial Soundness, : Excellent / Very Good / Good / Poor
 - Technical Proficiency, : Excellent / Very Good / Good / Poor

Superintending Engineer / Chief Project Manager or Equivalent
Name of Organization

Note :

1. The performance report is to be submitted separately for all major works mentioned in Annexure ‘J’.
2. The performance report preferably be submitted in the above Proforma. In case, different proforma is used, the applicant shall ensure that the report / certificate shall contain all the above information / details.

FINANCIAL INFORMATION**I. BANK DETAILS**

Name of the Bank :
 Branch with Address :

City :
 Contact Person in the Bank:
 Contract Details :

II. DETAILS OF CHARTERED ACCOUNTANT

Name :
 Address :

Registration details of accountant :
 Contact Number :
 E-mail address :

III. FINANCIAL ANALYSIS – Details to be furnished duly supported by figures in Balance Sheet/Profit and Loss Account for the last Five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income-Tax Department (Copies to be uploaded).

SN	YEARS	2017-18	2018-19	2019-20
(i)	Gross Annual Turnover			
(ii)	Profit/Loss			

IV. Income Tax Clearance Certificate

Signature of **Chartered Accountant with seal** Signature of Applicant with Seal

FORM OF BANKERS' / SOLVENCY CERTIFICATE FROM A SCHEDULED COMMERCIAL BANK

To,
AGM(Civil),
Premises & Estate Department.,
Adj to commercial branch,
SBI LHO campus,
Bank Street, Kothi, Hyderabad – 500 095.

No.:

Date:

SOLVENCY CERTIFICATE

This is to certify that, to the best of our knowledge and information, M/s / Sri....., a customer of our bank, has been maintaining Savings Bank / Current Account bearing number.....with our Branch, since (Month and Year).

We understand from the customer that the certificate is for the purpose of Tender with your organisation. We further certify that M/s / Shri / Smt.is solvent to the extent of INR (Rupees.....only).

This certificate issued by the Bank on the specific request of the customer and should be regarded as without any guarantee or liability, financial or otherwise, on the part of the Bank or its officials.

(Signature)

For the Bank

Note:

1. **Bankers 'certificate should be original on the letter head of the Issuing Bank duly sealed in cover and addressed to enlistment authority.**
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

**DETAILS OF KEY ADMINISTRATIVE PERSONNEL EMPLOYED IN THE ORGANIZATION AS
ON 31st December, 2020**

Sr.No	Name & Aadhar No.	Designation	Educational Qualification	Professional Experience	Length of continuous service with employer in years
1	2	3	5	6	7

Note:

- Organization chart of the company, additional information about administrative personnel, if any, may be submitted on separate sheet

Signature of Applicant with Seal

SAMPLE BUSINESS RULE DOCUMENT

ONLINE E-TENDER FOR PROVIDING ATM CARETAKERSERVICES FOR SBI IN TELANGANA HYDERABAD.

(A) Business rules for E-tendering:

1. Only contractors who fulfilled the prequalification criteria shall be eligible to participate.
2. SBI will engage the services of an E-tendering service provider who will provide necessary training and assistance before commencement of online bidding on Internet.
3. In case, there is any change in e-tendering service provider, the SBI will inform the qualified bidders suitably at appropriate time.
4. Business rules like event date, closing and opening time etc. will be communicated through service provider for compliance.
5. Contractors have to send by email, the compliance form in the prescribed format (provided by service provider), before start of E-tendering without which, bidders will not be eligible to participate in the bidding process.
6. E-tendering will be conducted on schedule date & time.
7. The e-tendering will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.

(B) Terms & conditions of E-tendering:

SBI shall finalize the Tender through e-tendering mode for which **M/s. e-Procurement Technologies Ltd.** Has been engaged by SBI an authorized service provider. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. E-tendering shall be conducted by SBI through **M/s. e-Procurement Technologies Ltd.**, on pre-specified date. While the Contractors shall be quoting from their own offices/ place of their choice, Internet connectivity and other paraphernalia requirements shall have to be ensured by Contractors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders' responsibility.
2. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives such as back-up power supply etc. whatever required so that they are able to circumvent such situation and still be able to participate in the E-tendering successfully.
3. Failure of power at the premises of Contractors during the E-tendering cannot be the cause for not participating in the E-tendering. On account of this, the time for the E-tendering will not be extended and SBI shall not be responsible for such eventualities.
4. **M/s. e-Procurement Technologies Ltd., Ahmedabad** shall arrange to train your nominated person(s), without any cost to you. They shall also explain you all the Rules related to the E-tendering. You are required to give your compliance on it before start of bid process.

5. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online E-tendering.
6. BID PRICE: The Bidder has to quote the rate as per the Tender Document provided by SBI .
7. VALIDITY OF BIDS: The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.
8. Procedure of E-tendering:
Online E-tendering:
 - a) The Technical as well as Price Bids will be available on the e-tender portal during the period specified in the NIT.
 - b) The Price-Bid shall be made available online by the Service Provider wherein the contractors will be required to fill-in their Item-wise rates for each item.
 - c) The Contractors are advised not to wait till the last minute to submit their online item-wise quote in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
 - d) It is mandatory to all the bidders participating in the price bid to quote their rates for each and every item.
 - e) In case, contractor fails to quote their rates for any one or more tender items, their tender shall be treated as **“Incomplete Tender”** and shall be liable for rejection.
9. LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by M/s. **e-Procurement Technologies Ltd., Ahmedabad**. The Bidders are requested to change the Password after the receipt of initial Password from M/s. **e-Procurement Technologies Ltd., Ahmedabad**. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
10. BIDS PLACED BY BIDDER: Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the Most Successful Bidder backs out or fail to complete the work as per the rates quoted, SBI shall at liberty to take action as deemed necessary including de-panelling such contractors and forfeiting their EMD.
11. At the end of the E-tendering, SBI will decide upon the winner. SBI decision on award of Contract shall be final and binding on all the Bidders.
12. SBI shall be at liberty to cancel the E-tendering process / tender at any time, before ordering, without assigning any reason.
13. SBI or its authorized service provider shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
14. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
15. OTHER TERMS & CONDITIONS:
 - a. The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
 - a. The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.
 - b. SBI reserve their rights to extend, reschedule or cancel any E-tendering within its sole discretion.

- c. SBI or its authorized service provider M/s. **e-Procurement Technologies Ltd., Ahmedabad** is not responsible for any damages, including damages that result from, but are not limited to negligence.
- d. SBI or its authorized service M/s. **e-Procurement Technologies Ltd., Ahmedabad** will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

Annexure – 8

PROCESS COMPLIANCE STATEMENT

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

M/s e-Procurement Technologies Ltd.
B-704, Wall Street - II,
Opp. Orient Club, Nr. Gujarat College,
Ahmedabad - 380 006. Gujarat State, India

Dear Sir,

AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE ONLINE E-TENDERING FOR PROVIDING ATM CARETAKERSERVICES FOR SBI IN TELANGANA , HYDERABAD

This has reference to the Terms & Conditions for the E-tendering mentioned in the Tender document, this letter is to confirm that:

- 2) The undersigned is authorized representative of the company.
- 3) We have studied the Commercial Terms and the Business rules governing the E-tendering as mentioned in RFP of SBI as well as this document and confirm our agreement to them.
- 4) We also confirm that we have taken the training on the E-tendering tool and have understood the functionality of the same thoroughly.
- 5) We confirm that SBI and M/s. e-Procurement Technologies Ltd 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.
- 6) We confirm that we have a valid digital signature certificate issued by a valid Certifying Authority
- 7) We, hereby confirm that we will honour the Bids placed by us during the E-tendering process.
- 8) We confirm that we are the Contractors/Vendors/Service Providers for the captioned job. In the eventuality of any information found incorrect at any stage of the Tender, we hereby authorise SBI to disqualify/reject our Tender without notice and take further action as deemed fit.

With regards,

Date:

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

DRAFT MEMORANDUM OF CONTRACT FOR SERVICES
(Site specific draft agreement shall be approved by the SBI prior to its execution)

THIS CONTRACT IS ENTERED AT HYDERABAD ON THIS DAY OF 20....
BETWEEN

State Bank of India, a body corporate constituted under the State Bank of India Act, 1955 and having its Corporate Centre at Madame Cama Road, Mumbai-400 021, India ("SBI"), (hereinafter referred to as the 'Bank' which expressions shall include its successor and assigns) of the ONE PART.

AND

M/s. a Proprietorship concern/ Partnership firm / a company registered under the provision of Companies Act 2013 having its registered office at acting through its {strike off whichever is not relevant to the context} (Hereinafter referred to as the Contractor/ Service Provider) which expressions shall include its successor and assigns) of the OTHER PART

Whereas the SBI Infra Management Services Pvt. Ltd., (SBI) a wholly owned subsidiary of the Bank, having its Head Office at Ground Floor, Raheja Chambers, Free Press Journal Marg, Mumbai and constituted exclusively for the purpose of handling all Real Estate affairs of the Bank, including Managing & Supervising of Construction/ Interior/ Maintenance / leasing and all other matters, has invited offers / tenders on behalf of Bank from reputed contractors/ service providers for rendering the services (the Services) at their premises located at vide tender notice dated

Whereas, the contractor / service provider has participated in the tender process / offered their services in pursuance of the tender notice/ offer and after screening of proposals received and completion of due tendering process, the contractor / service provider has been declared as the successful AND accordingly has agreed to render their services for valued consideration.

AND WHEREAS in pursuance to the acceptance of the tender of the contractor / service provider, both parties are desirous to enter into the present contract on the terms and conditions as set forth herein.

The Bank and contractor / service provider are collectively referred to as the "Parties" and are individually referred to as a "Party." Any reference made to male gender includes female and vice versa.

NOW THAT IN CONSIDERATION OF ABOVE PREMISES, the parties hereby agree as follows

1. That the contractor/ service provider hereby agrees to render theservice, at Bank's premises located at

2. It is hereby agreed between the parties that, all the Provisions, Terms and Conditions of the Original Tender Documents, Work Order and correspondence taken place between the parties shall form part and parcel of this agreement and undertakes to abide by the same.

3. The Bank will pay to the contractor/ service provider ₹, subject to rendering the services to satisfaction of the Bank. The Bank reserves its unfettered right to deduct penalty / reduce the payment for the services not rendered as per the terms of the Tender Document / Work Order and the decision of the Bank will be final. The charges payable to the contractor/ service provider do not include the Goods & Services Tax, but inclusive of all other taxes/ duties/ levies, whether existing or levied in future by Central Government or State Government or Local bodies as the case may be.

4. The total contract period will be 2 years. After one year, annual review of the performance will be made by the Bank and discontinuation/extension/ termination of the contract, within sole discretion of the Bank, on the same terms and conditions subject to satisfactory performance of the Agency. renewal is within the sole discretion of the Bank subject to satisfactory performance and not be claimed as right of the Contractor / Service Provider. In case of breach of contract or in the event of not fulfilling the minimum requirements/statutory requirement/satisfactory services etc., the SBI shall have the right to terminate the contract forthwith at any time in addition to forfeiting the performance security amount deposited by the contractor and initiating necessary action as deemed fit including de-paneling the contractor / service provider solely at the discretion of the SBI.

5. (i) The contractor / service provider has quoted the rates after duly considering the prevalent rates of minimum wages prescribed by the Central / State Government and the rates shall remain fixed and valid for a period of one year i.e. initial contract period from the date of commencement of work and no escalation / price increase, whatsoever will be considered during this period.

(ii) The Bank may consider renewal of contract for similar one terms on the same terms and conditions and provision contained in Point no. 4 above, except the minimum wages, which shall be considered as per Central Government rates prevailing at material time provided that the services rendered by the vendor are found satisfactory. However, renewal of contract is discretion of the Bank and the contractor shall have no right to claim for the same.

(iii) No price escalation on account of material components, pest control, housekeeping & horticulture, etc., will be allowed during the contract period.

6. All the material used for rendering the services should be of ISI mark produced by reputed brands / or as specified by the Bank in the tender documents and at no point of time the contractor / service provider shall use any substandard products.

7. The contractor will always maintain on his roll sufficient numbers of employees (as indicated in the Tender documents), of able body, medically fit, honest, well behaved, skilled workman and technical and supervisory staff to oversee the work to be carried out by the employees engaged by the contractor / service provider. At no point of time the contractor will employ a person below 18 years and more than 60 years of age for workmen. The contractor undertakes to get the antecedents of all his employees verified from the police authorities before being deployed at the Bank's premises and also obtain their proof the identity and residence and provide copies of the same to the Bank. The contractor will be liable to maintain the employee strength on the Bank's site, considering the absentees / leaves of the employees. The contractor / service provider will provide list of the employees deployed at the site of the Bank with their complete address.

8. The contractor will at his own expense to get the medical examination done of the employees engaged by him, once in a year and retain on record the medical report and the ensure that, the employees deployed at the site of the Bank are not suffering from contagious/virulent diseases. No extra payment will be made by the Bank for conducting such medical examination.

9. The contractor / service provider shall be solely responsible for the good conduct and performance of the employees engaged by him. The contractor will at the request of the Bank remove from Bank's site any employees engaged by him, who may not be suitable, not trustworthy, incapable to work or who has misbehaved / not been courteous, polite with the Bank employees or customers of the Bank or any other third party while being present at the Bank's premises. The contractor will ensure that the employees employed by him, do not report to work under influence of / consume any narcotics / liquors/ psychotropic substances at the Bank's site.

10. The contractor / service provider will strictly comply with all the labour and such other statutory laws pertaining to the engagement of the employees and the contractor will be solely responsible for

the acts of the employees engaged by him. The contractor / service provider will insure the employees engaged by him against risk of occupational hazards / personal injuries.

11. The contractor will be responsible for the employment, training, allocation of duties of the employees engaged by him. The contractor will only have the right to control, give directions and manage the employees engaged by him.

12. The contractor shall maintain daily record of attendance of all employees deployed at the site during the month and record thereof should be produced with monthly bills as a proof of claim for the same. The Contractor has to ensure that the employees all the time wear their uniforms, safety equipment and photo id cards while working at the premises of the Bank and also replace the worn-out uniforms / safety equipment as and when deemed necessary.

13. The contractor / services provider will bear all the expenses/ costs, stamp duty, legal fees to be incurred to execute this contract. This contract will be executed in duplicate, the Bank shall retain the original and the contractor shall be provided with a Certified / Notarized copy for their record and reference purpose.

14. The contractor / service provider will bear all taxes/ cesses, levied by Central / State government / local body and payable in respect of rendering the service under this contract.

15. The contractor/ service provider will meet the Premises & Estate Department / officer in charge once in month or at the frequency mutually agreed between the parties to assess the quality of the services rendered by the contractor/ service provider. The contractor shall be duty bound to carry out the suggestions / observations done by the premise's department/ officer in charge. The continuance of the contract will depend upon the satisfactory performance of the service and the Bank exclusively retains the right to terminate this contract in the event the services rendered by the contractor / service provider are found to be non-satisfactory and the decision of the Bank in this regard will be final and binding, without there being incurring any liability and the Bank will also not be responsible for any loss arising out of termination of the present contract.

16. It is aptly made clear that, this contract is for rendering services and it is not intended or by any means to be construed that the contractor would supply contract labour to the Bank. By this contract, it is not intended to create employer-employee relationship, or a partnership / joint venture between the parties. The persons employed by the contractor will always be the employees to the contractor and the contractor will make it clear to its employees that they will not have any right to claim service/ permanency in the Bank or salary and benefits available to the employees of the Bank.

17.(i) This contract shall stand terminated by efflux of time or earlier by giving 3 months advance notice by the party of its intention to do so. The Bank may instruct the contractor to continue to render the services till the next contractor/ service provider is appointed by the Bank and contractor / service provider will not be entitled to additional amount for rendering the services during the notice period.

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

(iii) As regards unsatisfactory performance or non-compliance with any of the terms and conditions of the contract / tender documents / work order by the contractor or abandoning the work, the SBI/State Bank of India shall have the right to terminate the contract forthwith with one month's notice and rearrangethework through other agencies at Contractor's risk, cost and consequences and under such circumstances, the security deposit paid by the contractor shall stand forfeited /

Bank Guarantee tendered by the Contractor will be invoked, besides any other action deemed fit including de-paneling the contractor or debarring them in future tendering process.

(iv) On termination or conclusion of the instant contract, as the case may be, the contractor / service provider will return the machine / equipment provided to him for performance of the obligation under this contract, if any and assist in smooth transition of the service to the next contractor/ service provider appointed by the Bank.

18. The contractor undertakes, accepts and admit the absolute and complete responsibility for the service conditions, claims, damages and other compensations payable to its employees and unequivocally assume responsibility for due compliance with all the requirements of its statutory obligation, duties and responsibilities and liabilities (including insurance policy).

19. After completion of each month the Contractor will submit his bills to the SBI, with copies of the records / registers showing that the contractor has paid the salary to his employees and paid their statutory dues. SBI will scrutinize the bills and if found in order will recommend the Bills to SBI for payment, who in turn will make the payment to the Contractor. No advance payments will be made to the contractors.

20. If there are any complaints or SBI / Bank observes that the quality of the services rendered by the contractor is sub-standard, not as per terms and conditions mentioned in the tender document, the Bank will have sole right to delete or reduce any items of bills before making payment to the contractor, without assigning any reasons thereof and the decision of the SBI / Bank will be final and binding.

21. In the event the contractor fails / neglects to fulfil his obligations on any day or for number of days, to the satisfaction of the Bank for any reason, whatsoever it may be, the Bank will levy the liquidated damages as per the terms and conditions mentioned in the Tender Documents, this is however without prejudice the right of the SBI / Bank to terminate this contract and also recover further damages from the money payable to the contractor.

22 (i) Any and all disputes controversies and conflicts (disputes) arising out of this contract or in connection with this contract or the performance or non-performance of the right and obligations set forth herein, or breach, termination, invalidity or interpretations thereof shall be referred for arbitration, prior to submitting the disputes to arbitration the both parties shall make all endeavours to settle the dispute(s) through mutual negotiation and discussions. In the event, that the said dispute(s) are not settled within 30 days of the arising thereof as evidenced through the first written communication from any party notifying the other regarding the disputes, the same shall finally be settled and determined by arbitration as above.

(ii) The place of arbitration shall be at Hyderabad and the language used in the Arbitration Proceedings shall be in English. Arbitration shall be conducted by a mutually appointed Sole Arbitrator. The sole arbitrator would not be past or present employee of the parties. If the parties are unable to agree upon a sole Arbitrator, each party shall appoint one arbitrator and the two arbitrators so appointed by parties, shall appoint the third arbitrator, who shall be the Chairman of the Arbitral Tribunal.

(iii) The arbitral award shall be in writing and subject to the provisions of the Arbitration and Conciliation Act 1996 and any amendments thereof. The award shall be enforceable in any court of competent jurisdiction.

(iv) Pending the submission to arbitration and thereafter, the arbitrator or the Arbitral Tribunal render the award or decision, the parties shall, except in the event of termination of this contract or in the event of any interim order/award is granted under the afore stated Act, continue to perform their obligations under this contract.

22 (b) In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, it shall be lawful for the parties to the dispute to appoint another sole arbitrator by mutual consent or the arbitrator appointed by them in terms of provisions of the 23(i).

22(c) The arbitrator may from time-to-time with the consent of all the parties to the reduce / extend the time for making the arbitral award.

22(d) Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be in the discretion arbitrator.

22 (e) Subject as aforesaid, the Arbitration & conciliation Act, 1996, and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

23. The Bank will deduct all the taxes deductible at source and issue a certificate to that effect. Any other taxes which are directly payable by the contractor but not paid by the contractor to the respective department and if such department raises a demand on the Bank to pay such taxes, the Bank will make the payment and deduct the same from the bills payable to the contractor, if any.

24. The contractor / service provider is duty bound to obtain and retain during the currency of this present contract, all the license, clearances, certificates from the appropriate authorities under the Contract Labour (Regulation and Abolition) Act 1950 and rules framed thereunder required to provide the services to the Bank. The contractor will arduously strive to confirm /comply with the Laws pertaining to Employees Provident Fund, ESIC, Bonus Payment, Payment of Minimum Wages and all other statutory requirements and submit to the Bank copies of the returns filed with the appropriate government authorities evidencing such compliance. In the event, any dispute arises out of the non-compliance on the part of the Contractor, the contractor will have to sort out such disputes at their end, without the Bank being incurring any liability thereof. The contractor will display all the charts, notices at the work place which are mandatory as the Contract Labour (Regulation and Abolition) Act 1950.

25. The contractor shall in terms of the provisions of the Section 17,18 and 19 of Contract Labour (Regulation and Abolition) Act 1950 and rules framed thereunder will provide the amenities to the employees employed by him. In case the contractor fails / neglects to provide such amenities, the Bank will provide such amenities and cost incurred for providing such amenities will be deducted from the bills payable to the contractor. The contractor will be responsible / liable to maintain all the statutory registers / records and accounts in compliance with all the statutory provision / requirements for providing services to the Bank.

26. In terms of the Contract Labour (Regulation and Abolition) Act 1950 and rule no. 72 and 73 framed there under, in case the same is applicable to the contractor, the contractor undertakes to disburse / pay by cheque or by bank transfer the minimum wages payable to its employees only in the presence of the authorised representative of the Bank and also obtain due certification from such authorised representative. Any violation of the aforesaid provisions of the law will entail the termination of the instant contract in addition to such other penal consequences.

27. Notwithstanding anything to the contrary in this contract, the contractor shall not assign it's right to any third party to perform any of its obligations hereunder and in the event of such violation, the Bank reserves it's right to terminate the present contract without prejudice to the its other rights and remedies.

28. Notwithstanding anything contained in the presents, the contractor shall be responsible for the loss caused to the Bank due to theft/ pilferage and / or damage the Bank's property, when in the opinion of the Bank, such loss has been caused due to the acts or omission, negligence,

recklessness or any fault which is attributable to the Contractor or its employees / workman engaged by him for rendering the services.

29. If by any act/ ordinance / rules or statute prohibits employment of contract labour for the services as envisaged in the presents or otherwise, the present contract shall come to an end forthwith and no compensation whatsoever will be payable to the contractor or his workman/ employees.

30. This contract, and the rights and obligations of the Parties, shall be governed by and construed, interpreted and enforced in accordance with the laws of India. Both the parties irrevocably agree that any legal action or proceedings arising out of this contract or in relation to the transactions contemplated herein, may be brought in the Courts at Hyderabad having jurisdiction over the matter and both the parties irrevocably undertake submit themselves to the jurisdiction of Courts at Hyderabad.

31. No change, deletion, modification, amendment, or supplement to this contract shall be binding upon a Party hereto unless made in writing and signed by duly authorized representatives of both Parties and such changes will form the part of the present contract for all purposes.

32. Any notice required or permitted to be given under this contract shall be in writing and shall be deemed given effective immediately upon the receipt thereof, as evidenced by a written record of delivery. All notices shall be sent on the addresses mentioned hereinabove, unless the parties convey the change in writing to the other.

33. The provisions of this contract shall be severable and, if any provision of this contract is held or declared to be illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability will not affect any other provision hereof, and the remainder of this contract, disregarding such invalid portion, will continue in full force and effect as if such void provision had not been contained in it.

34. After conclusion / termination of the contract, the contractor will remove its employees / machines deployed at the premises of the Bank and duly hand over the machines / equipment's, if any provided to the contractor to render the services in working condition, subject to normal wear and tear.

35. The contractor do hereby undertake to indemnify and hold harmless SBI and SBI and its employees against any damages, prosecution, other legal suits and claims which may arise terms and conditions of the presents and which is directly arise out of any accident taking place at the site which is directly attributable to non-adherence / negligence of safety norms, not adhering to the standard work procedures and for violating rules and regulations for which the service provider / contractor will be solely responsible.

36. Neither Party will be liable under this contract for any failure of or delay in performance of its obligations hereunder, if performance of the Party is delayed or prevented by acts of God, fire, explosion, war, terrorism, earthquakes, riots, Laws, or other similar causes beyond such Party's control (each, a "Force Majeure Event"), but only to the extent of and during continuance of the Force Majeure Event and only provided such Party, as soon as practicable, gives the other Party written notice of the Force Majeure Event. During the pendency of any Force Majeure Event, the Party affected shall work diligently to perform its obligations hereunder to the extent commercially reasonable.

37. The Contractor shall not disclose directly or indirectly any information, materials and details of the State Bank of India's infrastructure / systems/ equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging contractual obligations in connection with this contract, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except

to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the State Bank of India (SBI). The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this contract are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this contract for whatever reason.

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

- i) If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or
- ii) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or manager.
- iii) If the contractor commits any breach of this contract not herein specifically provided for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the SBI and provided also that the contractor shall be liable to pay the SBI for any extra expenditure, it is thereby put to but shall not be entitled to any gain on repurchased.

39. Both Parties hereby represents and warrants that it has all requisite power and authority to enter into and fully perform its obligations under this contract; the execution, delivery and performance of this contract and the consummation of the transactions contemplated hereby have been duly and properly authorized by all requisite action on the part of each Party; this contract has been duly executed and delivered by such Party; and is an enforceable obligation of such Party except as such enforceability may be limited by bankruptcy, moratorium, insolvency and similar laws affecting the rights and remedies of creditors and obligations of debtors generally and by general principles of equity.

40. The contractor / service provider hereby confirms that he has / they have read and understood all the terms & conditions, schedule of requirement and scope of work of the tender documents, the contents of the present contract and undertakes to abide by the same.

IN WITNESS WHEREOF, both the parties have each caused their respective hand on the present on the date mentioned above.

Witness: -

- 1.
- 2.

For State Bank of India

For the Contractor/ Service Provider

DRAFT FORMAT OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT
(Site specific format shall be approved by the SBI prior to its execution)

(To be submitted on Non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)

B.G. No. _____ Value ₹ _____
Date: _____

To

The
State Bank of India,
.....
.....

Dear Sir,

BANK GUARANTEE OF ₹ _____ TOWARDS SECURITY DEPOSIT FOR THE WORK OF PROVIDING ATM CARETAKER SERVICES FOR SBI IN TELANGANA

WHEREAS (Name and address of contractor/ vendor) (hereinafter called the Contractor) have entered into contract (for providing ATM CARETAKER Services for State Bank of India, situated at Hyderabad) with SBI as mentioned vide SBI letter no..... datedand the correspondence and tender relating thereto which is hereinafter referred to as “the said contract” the Contractor has now agreed to produce a Bank Guarantee amounting to 5% of the annual contract value less earnest money deposit of ₹.....(Rupees only), to SBI for performing their part of the contract obligations.

AND WHEREAS in terms of said contract, the contractor is required to furnish to SBI a Guarantee of a Scheduled Commercial Bank for a value of ₹..... to be valid up to (date).

AND WHEREAS (Name of Bank and its branch) having their office at (address) the Guarantor, at the request of the contractor hereby furnishes a Performance Bank guarantee in favour of SBI and Guarantees in the manner hereinafter appearing. In consideration of the premise, we (name of Bank and its branch) having our office at (address) here after called the “Guarantor” (which expression shall include it successors and assigns) hereby expressly, irrevocably &unreservedly undertaken and guarantee under that if the Contractor fails to execute the work according to his obligations under the said contract, then notwithstanding any dispute between SBI and the contractor, the Guarantor shall, on demand without demur and without reference to the contractor pay to SBI immediately any sum claimed by SBI under the said contract up to a maximum amount of ₹ (Rupeesonly).

In case the amount demanded by SBI is not paid within 24 hours of receipt of demand, the Guarantor agrees to pay the aforesaid amount of ₹...../- (Rupees only).

Such payment shall be notwithstanding any right the contractor may have directly against SBI or any disputes raised by the Contractor with SBI or any suits or proceedings pending in any competent court or before any arbitrator. SBI’s written demand shall be

conclusive evidence to the Guarantor that such payment is payable under the terms of the Contract and shall be binding in all respect on the guarantor.

The Guarantor shall not be discharged or released from the undertaking and Guarantee, by any arrangement, variations made between SBI and the Contractor and or indulgence shown to the contractor by SBI, with or without the consent and knowledge of the guarantor or by alterations in the obligations of the contractor by any forbearance, whether as to payment, time performance or otherwise.

This guarantee shall remain valid until or as may be caused to be extended by the contractor or until discharged by SBI in writing whichever is earlier.

This guarantee shall be a continuing guarantee and shall not be revocable during its currency except with the previous written consent of SBI

This guarantee shall not be affected by any change in the constitution of the contractor, by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.

In order to give effect to this guarantee SBI will be entitled to act as if the Guarantor were the Principal debtor and the Guarantor hereby waives all and any of its rights or surety ship.

This guarantee shall continue to be in force notwithstanding the discharge of the contractor by operation of law and shall cease only on payment of the full amount by the Guarantor to SBI of the amount hereby secured.

This guarantee shall be in addition to and not in substitution for any other guarantee or security for the contractor given or to be given to SBI in respect of the said contract.

Any notice by way of request and demand or otherwise here under may be sent by post or any other mode or communication to the guarantor addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in providing such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of SBI that the envelope was so posted shall be conclusive.

These presents shall be governed by and constructed in accordance with Indian Law. Notwithstanding anything contained hereinbefore the liability of the guarantor under this guarantee is restricted to a sum of ₹

This guarantee will remain valid up to unless a demand or claim under this guarantee is made in writing against us within three months from that date, i.e. on or before, the guarantor shall be discharged from all liability under the guarantee thereafter.

We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our bank and the undersigned has been duly authorized by the bank (bank issuing the Bank Guarantee) to execute this Guarantee Deed.

Dated the

SIGNED AND DELIVERED For & on behalf of (the above-named bank)

For & on behalf of (Bankers Name & Seal)
(Signature/s with designation/s of signatories)
(Banker's seal)

DRAFT INDEMNITY BOND FORMAT

(Site specific format shall be approved by the SBI prior to its execution)

THIS DEED OF INDEMNITY BOND executed at Hyderabad on this day of month of year Two Thousand and (20....) by M/s.....duly represented by proprietor / one of its partners / directors Shri / Smt / Miss, aged years, son of Shri, residing at (hereinafter referred to as “the Contractor”)

In favour of Premises & Estate Department, a wholly owned subsidiary of State Bank of India, having its Corporate Office at , Hyderabad.

Whereas SBI on behalf of State Bank of India has invited open bid tenders from the contractors for Tender for Providing ATM CARETAKER Services at

The Contractor has become successful in securing the subject work through competitive tendering and the work specified in the tender documents has been awarded in favour of Contractor by Premises & Estate Department vide their letter

And whereas as per tender documents, the Contractor has to enter into a Contract Agreement with Premises & Estate Department and execute an Indemnity Bond before starting the work. The Contractor has entered into Contract Agreement with Premises & Estate Department. on (hereinafter referred to as “the Contract”).

In consideration of Premises & Estate Department having awarded the above said Contract, the Contractor hereby undertake to indemnify and keep harmless the Premises & Estate Department from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work and for violating rules and regulations, any possible damage to the and members of public in course of execution of the work for which Contractor shall be solely responsible.

Further, Contractor hereby indemnifies and keep Premises & Estate Department indemnified for any loss or damages incurred or suffered or to be incurred or to be suffered by State Bank of India on account of breach of the terms and conditions of the Contract by the Contractor.

Signature of Contractor with seal

COMMERCIAL PRICE BID
ATM CARETAKER SERVICES FOR SBI

The Assistant General Manager(Anytime channels),
State Bank of India, Local head Office,
Hyderabad

Sir,

COMMERCIAL PRICE BID:
ENGAGING OF 225 CARE TAKERS FOR SBI ATM's IN HYDERABAD CIRCLE

With reference to your Notice Inviting Tender for providing captioned services, we give below our indicative commercial prices:

Sr. No.	Particulars of unskilled category "Employment of Sweeping & Cleaning"	No. of Persons
1)	Unskilled: Area:A	180
2)	Unskilled: Area:B	1
3)	Unskilled: Area:C	44

A	Minimum wages including DA as per Govt. of India rules, EPF and ESI	225 persons as mentioned above	Minimum wages shall be paid by the prevailing rates as fixed by the Govt. of India from time to time by the contractor and claim the same as reimbursement.	
B	Cost of Housekeeping materials for (ATM & E Lobby) for approximately 115 sites	Monthly	Rs	
C	Cost of Uniform, Shoe etc for 225 persons	Monthly	Rs.	
D	Contractors Service Charges	Monthly	Rs	
	Total Cost of for one month	(B+C+D)	Rs	
		Total:	Rs	
Total In words :				

Note-1: Cost of housekeeping materials and cost of uniform may vary as per site condition/ Bank requirement. The bill will be paid accordingly.

NOTE: Bidder should include lump sum payment towards the cost of personal protective equipment, uniform, required tools etc.

GST amount should not be loaded in the Commercial Bid and shall be paid extra as applicable, by Bank.

The successful vendor has to submit system generated GST tax invoice incorporating Bank's GST in number and vendor GST no. Manual GST invoices will not be accepted. Bonus amount as per Bonus Act will be reimbursed and should not be loaded in the Commercial Bid.

Dated this _____ day of _____ 2021
(With seal)

Signature_____