

**STATE BANK OF INDIA , PATNA CIRCLE: INVITATION FOR
EXPRESSION OF INTEREST**

TENDER ID- PAT/2021/SECURITY/02

DATE: 30.10.2021

START DATE: 30.10.2021

END DATE: 19.11.2021

**EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT OF
PRIVATE AGENCIES FOR PROVIDING CARETAKERS AT
ATMs UNDER PATNA CIRCLE.**

State Bank of India (SBI), Circle Security Department, Local Head Office, Patna intends to prepare a panel of reputed, reliable and experienced contractors/ firms/ companies (hereinafter referred as 'Vendors'/'Service Providers') for hiring of Private Agencies for providing Caretaking Services at ATM sites of the Bank located in the State of Bihar and Jharkhand and are looking for the vendors complying the statutory requirements under Shops And Establishment Act of Bihar and Jharkhand states and other applicable Statutes, rules and regulation such as Labour Laws, etc. for the time being in force.. Only those vendors, who satisfy the eligibility criteria as mentioned hereunder, need to apply.

1. Empanelment of vendor will be initially for a **period of three years extendable thereafter on yearly basis for maximum period of five years including the initial period of empanelment**. The terms and conditions shall remain the same during the extended period. During the period, Bank may at its discretion expand the panel by inviting fresh expression of interest, scrap the panel altogether and invite fresh EOI for constituting fresh panel.

The panel will consist of Service Providers duly registered with the appropriate authorities and having proven capabilities for providing the Caretaking Services and empanelment of Agencies shall be for the purpose of providing Caretaking Services at ATM sites of State Bank of India, located **in Bihar & Jharkhand**.

2. The Essential Prerequisites/Eligibility Criteria and general conditions of the EOI are given in Annexure-I to this notice.

3. The **special clauses** are given in Annexure – II

4. The Charter of **duties & responsibilities** to be performed is at Annexure –III.

5. Format of the **forwarding letter** for the EOI is at Annexure –IV.

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6. Format for submitting Service Provider Profile (part A) and schedule of rates/financial bid (part B) are at Annexure V & VI respectively.

7. The terms and conditions are at Annexure VII.

8. All Annexure to this notice can be downloaded free of cost from the site **www.bank.sbi** under the head '**Procurement News**'.

9. A Pre-bid meeting will be held **on 06.11.2021 at 1500 Hrs.**

10. Last date of submission of the EOI is up to **1600 hrs on 19.11.2021**

11. The technical bids will be opened at **1100 hrs on 20.11.2021**

12. **The opening of price bid will be intimated at later date.**

ADDRESSED TO:

Circle Security Officer

State Bank of India, Circle Security Department

LHO, Gandhi Maidan (W), Patna: 800 001.

0612-2209040

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Annexure - I

PREFACE

The EOI shall be submitted **in two parts**. The first part or '**Part A**' will be for screening of the Service Provider profile about fulfilling the essential prerequisites/eligibility criteria and GENERAL CONDITIONS given below (including submission of Demand Draft for earnest money). The second part or '**Part B**' is the Price Bid. Two different sealed and signed envelopes superscripted "EOI FOR CARETAKER SERVICES" Part 'A' 'B' as the case may be submitted to the Circle Security Officer, State Bank of India, Circle Security Department, Local Head Office ,West Gandhi Maidan, Patna: 800 001 on or before **19.11.2021** by 1600 hrs. Both the envelopes should be placed in a single envelope marked 'C' & superscripted as above.

Essential Pre-Requisites /Eligibility Criteria:

- a. The Applicant (Service Provider) should be in the business of Service provider, especially dealing in Caretaking services for **last 10 years** as on the submission of the Bid. (Please attach certificates & testimonials).
- b. The Service Provider should be registered with the competent authority of the State Govt. under Shops and Establishment Act in the State of Bihar & Jharkhand **both**. (Registration in both states **is a mandatory** for eligibility for tender)
- c. The Service Provider should possess a valid PAN/TAN number in the name of the Service Provider.
- d. The Service Provider should have EPF, ESIC, GST, Labour department registration etc.
- e. The Service Provider should **not be black-listed or debarred/prohibited from participating in tender process** by any organization in the last 03 years or should not be under the rigors of any such order of Blacklisting/Debarment/prohibition from any organization, at the time of submission of the bid
- f. The Service Provider should have its registered/well established office in both Bihar & Jharkhand states.

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- g. The Service Provider should have rendered satisfactory service in this field to minimum five reputed organizations (of which two should be Public Sector Bank) for at least 03 continuous years.
- h. The Service Provider should not be a loss making unit.
- i. The applicant (Service Provider) should have a minimum Annual Turnover (gross receipt towards payment of Caretaker) of **Rs. 10 Crores** in the past 3 financial years i.e. 2018-19, 2019-20, 2020-21. (Please attach turnover certificate from the Chartered Accountant)

GENERAL CONDITIONS

- a. Complete details of the Service Provider viz. Office Postal Address, Phone Number(s), Mobile numbers of the Contact persons, email ids, FAX Number(s), additional Office(s) details, if any, should be furnished in the EOI.
- b. Earnest Money Deposit (EMD) of Rs. 100,000/- (**Rupees one lakh only**) in the form of a Demand Draft drawn in favour of State Bank of India, payable at Patna, should be enclosed with the Tender.
- c. All the Tender documents must be signed by one of the Directors / authorized signatory as the case may be.
- d. Last Date of receiving the Tender is by 1600 hrs on 19.11.2021**
- e. The format for submitting "Part-A" i.e. Service Provider Profile is given at Annexure V-A & V-B attached to this Notice.
- f. Part 'A' Envelope of the Tender application** must include the following:
 - i) Earnest Money Draft for Rs. 100,000/-
 - ii) **ANNEXURE- I to ANNEXURE-V** duly signed by the authorized signatory of the Service Provider along with seal of the Service Provider.
 - iii) **ANNEXURE-V-A** duly filled in the same format/pro-forma and signed by the authorized signatory of the Service Provider along with seal of the Service Provider (Any deviations in the format shall render the tender liable to be rejected application summarily).
 - iv) Copies of the listed documents of the Service Provider as given at the end of **ANNEXURE-V-B** should be attached to **ANNEXURE-V-A** (Service Provider Profile)

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v) **Annexure-VII**, duly signed by the authorized signatory of the Service Provider along with the seal of the Service Provider, as a token of willingness to accept all the Terms and Conditions of the Contract, if awarded.

vi). **'Part B'** Envelope should contain **ONLY the Price Bids** for the work strictly as per the format given at **Annexure VI**.

vii). **The price bid rates should be quoted in figures. Service charges should be quoted in figures and words and not in percentage. The figures should be in Rupees only not in fractions of rupees (paisa).**The service charge quoted shall be minimum of Rs 1000/- per month per Caretaker.

viii). Tender Form must be completely filled and in English only. Incomplete Tender application will be rejected.

ix). Tender Documents are required to be signed at each page by the authorized person submitting the Tender as a token of his/ their having read and understood the Essential Pre-requisites, General Conditions, Special Clauses, Charter of Duties & Responsibilities for staff to be engaged, Terms & Conditions etc.

x). The rate for the Caretaker Services will be the L 1 rate of the price bid (i.e. Minimum wages as per the Govt of India). The Bank reserves the right to award the work allotment and execution of subsequent contract to the empanelled vendor at its discretion. The empanelment does not confer a guarantee for award of work contract.

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ANNEXURE-II

SPECIAL CLAUSES

1. Invitation of application for issue of Tender does not constitute any guarantee for issue of Work Order to the bidder(s).
2. Opening date of 'Part A' of the Tender is at **1100 hrs on 20.11.2021** & part 'B' shall be advised at later date.
3. Tenders will be opened in presence of the Bidder or their authorized representative, should they choose to be present. Only one representative of each Service Provider will be allowed to be present during opening of 'Part A' and 'Part B' of the Tender.
4. 'Part A' of the Tender will be opened first.
5. A Designated Committee shall screen the Tender Documents for the Service Provider's **conformity to the laid down Prerequisites/ General Conditions.**
6. Only sealed and signed Tenders on the prescribed format accompanied by the Earnest Money Demand Draft for Rs. 100,000/- drawn in favour of State Bank of India, payable at Patna shall be considered.
7. Incomplete, unsigned applications or applications without Earnest Money will be rejected.
8. Tenders with corrections and/ or overwriting are liable to be rejected, if such corrections/overwriting are not authenticated by one of the Directors/ authorized Signatory, as the case may be.
9. The Earnest Money in respect of unsuccessful bidders will be refunded in due course of time on completion of empanelment process.
10. The Bank will evaluate the application/Tender for the EOI on pre-qualification mandatory requirement based on the eligibility criteria. The firms who meet the eligibility criteria will further be evaluated based on the evaluation matrix/scoring sheet as under:-

Evaluation Matrix/ Qualifying Criteria			
Sl. No	Unique Selling Proposition	Marks	Scored Marks
1	Average Annual Turn Over during last three Years.		
	Above 20 Cr	20	
	More than 10 Cr & up to 20 Cr	12	
	Minimum 10 Cr	08	
2	Relevant experience in the field (As on 30th September, 2021).		
	15 Years and above	20	

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	10 Years and less than 15 Years	12	
	Up to minimum 10 Years.	08	
3	Agency have own training centre in the -		
	State - Bihar & Jharkhand	10	
	States other than Bihar & Jharkhand.	08	
	Agency do not have their own training centre but have tie up with other organization (Documents to be attached)	05	
4	Agency in the business of Caretakers Service provider especially dealing in Caretakers in GOVT/Public Sector undertaking/organization including Banks.		
	More than 5 Organization of which more than 3 Public Sector Banks (For at least 3 continuous years)	20	
	Minimum 5 Organizations of which 3 Public Sector Banks (for at least 3 continuous years).	15	
	Minimum 5 Organizations of which 2 Public Sector Banks (for at least 3 continuous years)	10	
5	Number of Caretakers on the payroll of the firm as on 31 st March, 2021 (ECR of EPF must be submitted of last three months)		
	More than 1500 personnel.	20	
	More than 1000 and up to 1500 personnel	15	
	Up to 1000 personnel	10	
6	Committee assessment: Assessment of company with regard to its feedback, reputation, experience and infrastructure.	10	
	Total Marks	100	

Marks under each parameter will be awarded by the committee but will not be disclosed to the firms. **Minimum qualifying marks** shall be marks obtained within 20 % of the highest obtained marks. The bids of vendors securing less than the qualifying marks will not be considered for opening of price

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bids. For example if the highest vendor score 90 marks, then applicants scoring 72 marks and above will be considered for further process/Part B.

11. **'Part B'** of the Tender containing the 'Price Bids' of **only those vendors** who have fulfilled all the conditions laid down in the essential Pre-requisites, General Conditions (including the Demand Draft for Earnest Money), Special Clauses of the Tender and the Terms & Conditions of the Tender, and have been **finally shortlisted as per evaluation matrix, will be opened.**

12. **'Part B'** of the Tender containing the Price Bid will not be opened, in case the Service Provider does not fulfill the requirements laid down for **'Part A'** of the Tender. **Such Tenders will be rejected.**

13. In the event of award of the contract, the **Successful Bidder(s) shall not sub-contract the job awarded or outsource the manpower.** The awarded work contract shall be non transferable. The manpower to be engaged at the Bank's sites should be on the Service Provider's payroll.

14. The empanelment of the successful bidders shall be for a period of three years which may be extended / renewed on yearly basis on completion of initial period of three years upto maximum period of five years, subject to satisfactory performance, which will be assessed by the Bank on annual basis, at the same rate and under the same terms & conditions.

15. The rate for the Caretaker Services will be the rates prescribed by the Central Government guidelines. Successful bidders will be considered for award of work under Patna Circle in the State of Bihar & Jharkhand and the Bank reserves the right to award work contract among the shortlisted vendors at its sole discretion. The empanelment does not ipso facto confer right upon the shortlisted vendor for award of work order. The Bank further reserves its rights to modify/alter/terminate the awarded work contract, as is deemed expedient and necessary by the Bank in its own estimation, during the contract period tenure.

16. All the statutory obligations with reference to providing the Caretaker Services and engagement of manpower for performance/execution of such services should be complied by the successful Service Provider(s), in terms of the relevant acts/rules/laws/guidelines laid down by the Parliament/State Legislature and/or Labour Department of the Central /State / UT Government(s) and/ or any other Statutory Authority from time to time. The Service Provider shall abide by and comply with all the relevant laws and statutory requirements under applicable Labour Laws including Minimum Wages Act Contract Labour (Regulation & Abolition Act, 1970),and Laws relating to EPF, ESIC, Bonus, Labour welfare etc. with regard to the

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Caretakers engaged by them. It will be the responsibility of the Service Provider to provide details of manpower deployed by them to the Labour Department and SBI.

17. The age of Caretaker personnel should not be below the age of **18 years and above the age of 55 years** and should be in good health. Bank may **requisition services of female Caretaker** specifically as per its requirement.

18. The Caretaker should be **minimum Matriculate (10th) Pass**.

19. Indemnity Bond in respect of all the personnel/employees/caretakers engaged by the Service Provider at Bank's ATM sites will have to be submitted by the successful Bidder(s) at the time of award of the work contract, if any.

20. Police Verification of Character and Antecedents of all the personnel/employees/caretakers of the Service Provider engaged at the Bank's sites, will have to be obtained by the successful Bidder(s) and retained by them for inspection by the Bank officials.

21. An Identity Card, should be issued by the Service Provider to each personnel/employee/caretaker engaged at the Bank's sites.

22. Letter of fidelity has to be obtained from its personnel/employee(s)/caretakers by the successful Bidder(s)/Service Provider who will be engaged at the Bank's sites. These will be inspected by the Bank before commencement of the work.

23. One third of the engaged personnel/employees/Caretakers at all the locations / sites should be changed over / rotated **every six months**.

24. Boarding / Lodging of the personnel/employees/caretakers will not be provided by the Bank nor shall the Bank pay for it. Bank shall not provide any accommodation to the Caretakers personnel engaged at the Bank's sites by the successful Bidder(s).

25. The payments to the Service Provider, to whom the work order will be awarded, shall be on a monthly basis in arrears, upon production of auditable Bill(s) in triplicate, along with supporting documents giving proof of work/ duties performed by each employee (muster roll), attendance sheet duly certified by respective designated branch and overall certification by the Service Provider in regard to correctness of the bills/documents submitted. These should be accompanied with the proof of payment to the employees by the contracted Service Provider, deposit Challan for EPF, ESI, Service Tax etc. and should be in accordance with labour law and/or any other law for the time being in force in India.

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26. The Bank will not issue or pay for uniform, shoes and/or any liveries / accessories for the employees of the successful Bidder(s) who are engaged at the Bank's sites. These should be provided by the Service Provider from their resources to each and every person engaged at the Bank's sites.

27. Accessories like, umbrella, raincoat, cleansing materials, mobile phones etc. will have to be provided by the successful Bidder(s) for employees engaged at the Banks sites.

28. The Bank will not pay any extra allowances and/or wages for Duty Checking as mentioned at Para under of the "CHARTER OF DUTIES & RESPONSIBILITIES" (**ANNEXURE-III**).

29. Bank shall make only the statutory payments under the following heads to the Service Provider. Payment on any other head will NOT be made by the Bank. However Service Tax and Education Cess, as applicable, will be paid by the Bank:

- i. Minimum Wages for Caretakers services (Sweeping and Cleaning category) as notified by the Ministry of Labour, Government of India from time to time.
- ii. DA as notified by the Ministry of Labour, Government of India from time to time.
- iii. Minimum statutory EPF contribution.
- iv. Statutory ESIC contribution.
- v. Statutory Bonus once a year.
- vi. Statutory contribution towards Labour Welfare Fund.
- vii. Pay for three National Holidays in a year.

The bidders are expected to bid as per prescribed applicable minimum wages & other applicable statutory dues as mentioned in **ANNEXURE-VI**. Anybody bidding below it will be disqualified.

30. Any Forgery / False information detected at any stage shall lead to **IMMEDIATE** cancellation of Work Order (if already awarded) and/or disqualification from the tendering process and also the Service Provider will be liable to prosecution. Jurisdiction of the **Court will be at Patna only**.

31. Bank reserves the right to scrap/reject any or all Tenders without assigning any reason whatsoever at any stage of the tendering process or even after the same is completed. The Bank also reserves the right to

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change or modify any specifications/ conditions at a later date/ during the process of tendering.

32. HOURS OF DUTY:

The Caretakers Services shall be provided in **3** shifts of eight hours each, as under:

Shift 1: from 06.00 a.m. to 02.00 p.m.

Shift 2: from 02.00 p.m. to 10.00 p.m.

Shift 3: from 10.00 p.m. to 06.00 a.m. (next day)

33. PENALTIES: In case of one or more of the Caretakers found not performing the services as stated herein above, SBI shall be entitled to levy following penalty upon the concerned vendors to whom the work contract has been awarded:

a) In case any of the Service Provider's personnel/employees/caretakers deployed under the work contract is/are absent, a penalty equal to double the wages of the number of guards absent on that particular day shall be levied by the SBI and the same shall be deducted from the Service Provider's bills.

b) It shall be the duty and responsibility of the Service Provider to whom the work contract is awarded to ensure that the caretaker services at ATM site(s) for which the work contract is awarded to him shall remain uninterrupted throughout the day. In case of any absence of his caretakers due to any reason, or delay in reporting for shift by the caretakers, the Service Provider shall, at his own cost, make alternative arrangement so that the caretaker services at the ATMsite shall remain Uninterrupted.

c) In case any public complaint is received which is attributable to misconduct/ misbehavior of the Service Provider's personnel, a penalty of Rs.5,000/- for each such incident shall be levied and the same shall be deducted from the Service Provider's bill. Further, the Service Provider's personnel concerned shall be removed by the Service Provider from the SBI system immediately.

d) In case the Service Provider fails to commence/execute the work as stipulated in the agreement or performance is unsatisfactory or does not meet the statutory requirements of the awarded contract, if any, SBI reserves the right to impose the penalty as detailed below:-

i) 20% of monthly cost of order/agreement per week, up to four weeks delays.

ii) After four weeks delay, SBI reserves the right to cancel the work contract and get this job carried out preferably from other empanelled vendors. The

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difference, if any, will be recovered from the defaulter Service Provider. Further, the Service Provider shall also be black-listed for a period of 04 years from participating in such type of tenders and the earnest money/security deposit may also be forfeited, if so warranted.

e) If any of the Service Provider's personnel deployed under the work contract is/are found sleeping while on duty, a penalty of Rs 2000/- per incident shall be levied and the same shall be deducted from the Service Provider's bills.

f) For any failure in communicating any untoward incident happening at the ATM site, report to the Management Centre / SBI, as applicable, and exceeding one hour from the incident, a penalty of Rs 2000/- per incident shall be levied and the same shall be deducted from the Service Provider's bills.

34. WARRANTIES AND LIMITATION OF LIABILITY:

a. The Service Provider warrants that it will perform its obligations under this Annexure in a professional and workman like manner.

b. The valuables inside the site are and shall always remain SBI property. The Caretakers will take all reasonable steps which are required from a man of common prudence, to protect SBI's property.

35. TERMINATION:

This empanelment of successful bidders and awarded contract, if any subsequent thereto, may be terminated as set forth below:

a. By either party upon a default by the other party in the performance of any of its material obligations under this Annexure if it is not cured within 15 (Fifteen) days after written notice by the non-defaulting party.

b. Further, SBI may terminate the Caretaker Services at a particular Bank Site by giving 30 days written notice to the Service Provider.

36. FORCE MAJEURE:

If at any time during the period of the empanelment and the awarded contract, if any, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge its obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the awarded contract in respect of such performance of their obligations. The performance of any obligations under the contract awarded, if any, shall be resumed as soon as practicable after the event has come to an end or

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ceased to exist. If the performance of any obligation under the awarded contract, if any, is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

37. OBLIGATION OF THE SERVICE PROVIDER:

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

38. DISPUTE RESOLUTION:

(a) Any dispute and/or difference arising out of or relating to this expression of interest and awarded contract, if any, will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Chief General Manager, SBI, Local Head Office, Patna.

(b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

(c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of empanelment period and/or awarded contract, if any, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the Service Provider shall continue to be made in terms of the contract. Arbitration proceedings will be held at Patna only.

39. JURISDICTION OF COURT:

The **courts at Patna** shall have the exclusive jurisdiction to try all disputes, if any, arising between the parties.

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ANNEXURE-III

CARETAKER SERVICES
CHARTER OF DUTIES & RESPONSIBILITIES

This document is an Annexure, which serves to clarify the responsibilities with regard to the Caretaker Services that the empanelled Service Provider may be required to provide to the State Bank of India (SBI), Local Head Office, Patna for ATM sites in Bihar & Jharkhand. The Service Provider will provide and SBI will avail the Caretaker Services for various sites in Bihar & Jharkhand, as may be advised by SBI in writing from time to time.

DEFINITIONS:

As used in this Annexure, the following terms will have the following meanings. Capitalized terms not defined in this Annexure will have the meaning assigned in the tender documents elsewhere.

Unless repugnant to the context or meaning thereof the following expressions shall have the meanings assigned to them respectively as hereunder:

"Agreement" means this Caretaker Services Agreement and includes all the Schedules and Appendices attached to it or incorporated in it by reference, as amended from time to time;

"Applicable Law" means any statute, regulation, rule, official directive, request or guidelines, notification, circular, ordinance, requirement, direction, guideline, announcement or other requirement of any Governmental Agency, which has the force of law in India applicable a party including any law relevant for the purpose of carrying out any obligation by a party;

"ATM" means Automated teller machines, / Cash Dispensers/ Cash Deposit Machines / Cash Recyclers/ Self Service Kiosks / SWAYAM (Passbook Printer) etc.,

"ATM Site/e-lobbies" means the room (where one or more ATMs/CDMs/CDs/Cash Recyclers/SSKs 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/ Machine. It is clarified that the room(s)

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situated in one location irrespective of number of ATMs operating (one or more) in the location will be treated as one ATM Site

"Authorization" means any approval, authorization, concession, consent, permit, license from or of any Governmental Agency or of Board of SBI including any filing or registration with any Governmental Agency or of Board of SBI with any necessary for the business carried on by the Service Provider to provide the Caretaker Services;

"Board" means, where applicable, the board of directors appointed from time to time by any of the Parties respectively;

"Branch" means the branches of State Bank of India

"Business Day" means a day, other than 2nd & 4th Saturday and every Sunday of month/weekly off of the branches where Saturday/Sunday are working days or a Public Holiday on which banks are open for general business in the state of Bihar & Jharkhand

"Card" means a debit card, a credit card or a prepaid card issued by the Bank.

"Caretaker" means the employee deployed by the Service Provider for providing the Caretaker Services at the ATM Sites.

"Caretaker Services" or "CTS" means the Services to be provided by the Service Provider at each of the ATM Sites.

"Customer/visitor" means the customer of SBI or other Bank's customer/ person using the SBI ATM at any time.

"ESIC " means the Employee State Insurance Corporation, established under the Employees' State Insurance Act, 1948;

"EPF" means the Employee Provident Fund established under the Employees' Provident Fund Scheme, 1952;

"Financial Year" means in any given year, the period starting 01st April and ending on 31st March of the successive year;

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"Government" means the Central Government or the Government of a State in which any of the obligations by a Party are to be performed under this Agreement.

"Governmental Agency " means any Government or Governmental agency, semi-Governmental, inter-governmental or supranational body, agency, regulatory body, self-regulatory or other authority or organisation, judicial entity, authority, department, bureau (including, without limitation, any stock exchange or any self-regulatory organisation established under statute);

"Initial Service Term" shall mean 03 years.

"Intellectual Property" means any copyright, patent, trademark, permit, service mark, brand, trade name, trade secret, proprietary information and knowledge belonging to the Bank;

"Intellectual Property Rights" means all rights, benefits, title or interest in or to any Intellectual Property, anywhere in the world (whether registered or not and including all applications for the same) including patents, designs (whether or not capable of registration), copyrights, trademarks, brands, trade names and any other forms of statutory protection of any kind available throughout the world and applications for any of the foregoing as well as any tradesecrets;

"Invoice" means an invoice prepared and submitted by the Service Provider to the Bank;

"LHO/ZO" means the Local Head Office or the Zonal Office of the Bank having jurisdiction over the any of the respective ATM Sites.

"RBI" means the Reserve Bank of India constituted under the Reserve Bank of India Act, 1934;

"Requirement of Law" means, with respect to any Person, requirement or any madatate under any law, statute, treatie, rule, regulation, determination, order, writ, processe, decree, injunction, judgment, or award of an arbitrator, a court or any other Governmental Agency, and all governmental authorisations binding upon or applicable to such Person or to any of its properties or assets;

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"Taxes" means all indirect taxes including tax to be deducted at source, service tax, sales tax, purchase tax, value added tax, transaction tax, excise duty, interest tax, registration fee, stamp duty and all other dues, duties, levies, cess, impost and all other taxes levied or leviable on the services rendered hereunder and all other transactions subject matter of this Agreement and whether payable by the Service Provider or by the Bank.

1. SERVICES

a. The Service Provider shall provide and deliver to the Bank, the Services as per the terms and conditions set forth in this EOI, at the ATM Sites as advised by LHO and the ZOs of the Bank situated at Patna, Muzaffarpur, Bhagalpur, Gaya, Ranchi, Dhanbad and Deoghar.

b. The Bank acknowledges that it has engaged the Service Provider solely to provide the Caretaker Services. In rendering such Services, the Service Provider will act as an independent contractor, and the Service Provider owes its duties arising out of this engagement solely to the Bank and to no other person. The Service Provider acknowledges that nothing in this EOI is intended to create duties to the Bank beyond what is expressly provided for in this EOI.

c. The responsibility of collecting all the required information and implementation of the Caretaker Services at the ATM Sites shall be with the Service Provider and has to be carried out by the Service Provider without any additional cost to the Bank. The recurring expenditure relating to the Caretakers in opening of their respective Saving Bank account(s) shall be borne by the Service Provider. The allocation/ termination of ATM Sites and the payment of bills will be done/made by the respective ZO's of the Bank.

d. The Service Provider shall commence taking over the ATM Sites and operationalization of full-fledged Caretaker Services immediately upon it being intimated by the Bank about the ATMs Sites allotted to the Service Provider and complete the above process of taking over and operationalization of full-fledged CTS for all ATMs allotted within a

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period of one month from the date of receipt of intimation of allotment of ATM Sites from the Bank. Further, the position will be reviewed periodically and if the taking over and operationalization of full-fledged CTS is found not satisfactory or not completed as per the above stipulated time line, the Bank has the right to terminate the contract and invoke the Bank Guarantee (as defined hereinafter) submitted by the Service Provider. However, in the event of any delay and the Bank decides not to terminate the Agreement, then for the delay beyond 30 days from the date of intimation of allotment by the Bank, a penalty @ Rs. 2000/- per day per ATM Site will be charged for number of days of delay beyond 30 days from vendor's receipt of Bank's intimation of list of ATM Sites allotted.

e. The Scope of Services would also include:

(i). Ensuring that the Caretaker has access to a hotline/telephone/mobile connectivity in the ATM Site, wherever the same is available on site. In case of non-availability of telephone at the ATM Site, the Caretaker shall be permitted to inform any incident of important nature to the Service Provider from the nearby source of communication. However, Caretaker shall take necessary steps for recording/reporting the incident/problem at the ATM Site mentioning the reasons, persons contacted and duration of absence in the register maintained at the ATM Site.

(ii). Caretaker has the contact numbers of respective Bank officials (Security Officer/ Channel Manager/ any authorised representative of the Bank/ Branch Manager)

(iii). 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.

(iv). 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.

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(v). If at any time the ATM is out of service, Caretaker should immediately notify Vendors and/or the Branch/Channel Manager/ any authorised representative of the Bank, along with the contact details of concerned person provided by the bank.

(vi). Caretaker should not enter inside 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.

(vii). Caretakers should call Police station, Fire service etc. in case of emergencies, under advice to Branch Manager/Channel Manager/ Security officer or any authorised representative of the Bank.

(viii). The Caretaker shall not be armed or shall not carry any firearms either on his person or keep the same at ATM Site. Caretaker staff engaged by the service provider shall not take part in any staff union and association activities against SBI.

(ix). If any of the belongings left inadvertently by the visitors, the same should be handed over to the concerned Channel Manager/ any authorised representative of the Bank/ or Branch Manager of the Branch to which ATM is attached, for eventual disposal to the owner thereof.

(x). The Caretaker Services will be requisitioned for ATM Sites by the Bank and the Bank will communicate to Service Provider in writing and/or through e-mail by valid official email ID (electronic mode), the list of ATM Sites for which the Caretaker Services will be requisitioned from time to time and the Service Provider will provide the Caretaker Services for the ATM Sites allotted to it accordingly.

(xi). There is no violation of any statute and all the laws, rules and regulations will be strictly followed / implemented by Service Provider in regard to deployment of Caretakers for such services.

(xii). The access register maintained at ATM Site by the Caretaker is examined by it at periodic intervals and inform the Bank about

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discrepancy noticed by them. The designated official of Service Provider will have to sign the said register in token of his examining the same.

(xiii). In the event of emergency or any irregular situation, Caretaker shall escalate to the Service Provider and/or SBI, immediately without any undue delay.

(xiv). The service provider will have a Business Continuity Plan and that its supervisory staff particularly rounder will visit the ATM minimum on an alternate day and record of the visit will be kept. Service Provider shall ensure that Caretaker Service is rendered uninterruptedly and efficiently at the ATM Sites without any break; and initiate corrective steps of its own where ever necessary. Service Provider will respond promptly to any complaint made by the officials of SBI from Local Head Office/ Zonal Offices/ Regional Business Offices/ Branches/ Channel Managers/Security Officer in regard to dereliction of duties/ default in performance by the Caretaker. It has Know Your Employee Policy and other similar systems for engaging Caretakers, including thorough background checks, police verification reports, antecedents verifications etc. at the time of appointing caretakers.

(xv). The Service Provider will be responsible in all aspects for the services provided to SBI by the Caretakers.

(xvi). It 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 etc.

(xvii). It shall be responsible for providing at least 2 sets of dress/ uniform annually to all the Caretakers employed at SBI ATM Sites and stationary for writing duty charts/ registers.

(xviii). Service Provider shall give prior notification to the Branch Manager of the ATM Linked Branch or its authorized official / Channel Manager/ any authorised representative of the Bank about the Caretaker posted at a particular ATM Site.

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(xix). The Service Provider shall appoint/ transfer/ rotate/ remove/ replace all or any of the Caretakers from ATM Site locations at any point of time with intimation to any authorised representative of the Bank after ensuring that replacement is provided in time.

(xx). The Service Provider/ Company shall have its own establishment/ setup/ mechanism etc. at its own cost to ensure correct & satisfactory performance of its liabilities and responsibilities under the contract.

(xxi). The service provider should obtain the licence under Sec-12 of the Contract Labour (Regulation & Abolition) Act 1970 in respect of the contract

(xxii). The service provider will be responsible /accountable for:

a. Engaging Caretakers at the ATM Sites allotted to them such that Caretakers should be available without any discontinuity at the ATM Site for the entire period of the shifts 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 hired, to ensure proper housekeeping at the site.

b. Providing uninterrupted Caretaker Services and Caretakers so engaged shall be trained for providing Caretaker Services before joining/ deployment at Banks ATM sites.

c. Management and supervision of Caretaker Services, including engaging, monitoring, managing and supervising the Caretakers.

d. The SERVICE PROVIDER should not engage any person with criminal record/conviction. If it comes to the notice of the Bank that SERVICE PROVIDER has engaged any person with criminal record/conviction, the services of the SERVICE PROVIDER may be terminated at the discretion of the Bank.

e. Duty list of Caretaker is to be displayed at the ATM site and copy of it is to be given to Caretakers and SERVICE PROVIDER has to ensure that Caretakers perform their duty as per the duty list. SERVICE PROVIDER will also ensure that Caretakers with lax and

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neglectful behaviour/ attitude during duty hours must not be retained & shall be replaced/ removed accordingly.

f. Damage to the ATM or the ATM site and for any penalties imposed on the Bank on account of any deficiency of services.

g. Collection of the Penalty Sheets/Reports on Caretaker Services from Channel Manager/ any authorised representative of the Bank every month for the purpose of submission of the same along with attendance sheets and their Invoice to the Bank.

h. Ensuring that every Caretaker engaged by **SERVICE PROVIDER** has a Saving Bank Account with State Bank of India, for onward credit of wages by the Service provider.

i. The Caretaker(s) engaged by SERVICE PROVIDER shall be the employees of SERVICE PROVIDER and should be on the SERVICE PROVIDER'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 SERVICE PROVIDER to provide details of Caretakers engaged by them to the Labour Department and SBI.

j. SERVICE PROVIDER shall be solely liable and responsible for payment of Minimum Wages to the Caretakers as per the Minimum Wages Act, 1948 and the applicable statutory dues. The applicable rate for payment of minimum wages shall be the rate of minimum wages notified by the Central Government from time to time. 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 SERVICE PROVIDER 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 SERVICE PROVIDER will be recovered from the SERVICE PROVIDER/ from the amount payable to SERVICE PROVIDER and/or by invoking the performance Bank Guarantee furnished by the SERVICE PROVIDER to the Bank while awarding the contract.

k. The Caretaker(s) engaged by Service Provider shall be the

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employees of Service Provider 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 salary/wages, (as per Minimum Wages act), allowances, and any other amount to the Caretaker shall be the responsibility of Service Provider. Service Provider shall be solely liable and responsible for payment of salary and other allowances, if any, to the Caretakers engaged by them and no liability of any kind whatsoever towards the said Caretaker shall devolve upon SBI. Service Provider 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 Service Provider.

I. The Service Provider 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 of the Service Provider. Without prejudice to any other rights of SBI to recover the indemnity amount from the Service Provider, SBI shall be entitled to deduct/ensure the deduction of the indemnity amount or part thereof from the charges payable to the Service Provider under the payment arrangement. The Bank shall be entitled to adjust the dues out of monthly bills or Performance guarantee deposit towards loss or damage caused due to negligence of 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.

m. The Service provider shall also permit the Bank to hold or deduct the amount from the bills/ performance guarantee for non performance or part performance/ substandard performance or failure to discharge obligations.

n. The Service provider 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

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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.

o. The Service provider shall comply with the provisions of all Labour Laws, which are applicable to the Contractor or its 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/challans, made to all Government/Statutory Authorities under EPF, ESIC, Payment of Bonus Act, 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.

p. The Service Provider 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 Service Provider 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 Service Provider will have to produce the documentary evidence of the statutory compliance fulfilled along with the respective challan copy of the preceding month along with their invoice to the Bank.

q. The Service Provider shall submit the list of its personnel to be deployed at the respective Bank locations, along with their personal

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details like name, age, date of birth, permanent address, photograph etc. The Bank has the right to advise the Service Provider to replace any of the personnel engaged by him who are found unsuitable; the Agency shall immediately replace such personnel. The Service Provider shall provide proper laminated, tamper-proof identity cards to all its personnel.

r. Service Provider shall be solely liable and responsible for compliance of all applicable labour laws, rules, regulations and ordinances applicable in respect of the Caretakers employed by it, without limitation to the below mentioned Acts and also for the legislation for the safety and working hours of its personnel and shall establish and maintain all proper records.

I. Contract Labour (Regulation and Abolition) Act,

II. Child Labour (Prohibition and Regulation) Act,

III. Minimum Wages Act, 1948

IV. The Employees' State Insurance Act, 1948

V. Employees Provident Fund Laws,

VI. Workmen's Compensation Act,

VII. Payment of Wages Act.

VIII. Payment of Bonus Act.

s. All Caretakers should be provided with one rest day after every 06 days continuous duties of eight hours each. Reliever/s should be engaged for those days the Caretaker is on rest. A Caretaker should do 26 duties every month in general.

t. The Service Provider will maintain, at each of the ATM Sites, all applicable /relevant Registers and records in accordance with the various laws, rules, regulations and ordinances applicable to the Caretakers employed by it, including but without limitation to:

- Caretaker Attendance Register;
- Inspection Register;

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- ATM Access Register/ Visitor Register (for the ATM engineers, other service providers visiting ATM Site or any other person duly authorised by the Bank upon verification of their identity/ authority by the Caretaker);
- Customer Complaint/ Suggestion Register;
- Asset / Service Breakdown Register (for respective ATM Sites);
- Caretaker Duty Roster;
- The Service Provider will also maintain all applicable/relevant Registers and records in accordance with the various laws, rules, regulations and ordinances applicable to the Caretakers employed by it, including but without limitation to;
 - a. Caretaker/ ATM Site wise monthly wage payment Register;
 - b. Register of Overtime;
 - c. Caretaker wise monthly PF & ESI deposit Register;
 - d. Site wise monthly shift Register;
 - e. Incident Register;
 - f. Register of Deductions for Damage and Loss, Fines
 - g. Register of Advances, Bonus etc;
 - h. Register of Workman Employed by the Contractor;
 - i. Service Tax Paid Register, PF and ESI deposit Register;
 - j. Record of Caretakers/ Supervisors deployed ATM Site wise and record of their background checks;
 - k. The Wages Slip;
 - l. Records of back ground check;
 - m. Region wise supervisor register;
 - n. Site wise/Shift wise Caretaker details;
 - o. ATM wise visit register; and
 - p. Leave records of Caretakers

(xxiii)The Service Provider, shall, in respect of the aforesaid, maintain the said registers and/or information at its offices in the States of Bihar and Jharkhand and undertakes to produce the same for the inspection of the Bank, as and when demanded by the Bank and/ or any appropriate Governmental Agency.

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(xxiv) The Service Provider will provide uniforms, shoes and/or any liveries / accessories for the employees of the Service Provider who are engaged at the Bank's ATMs free of cost. These should be provided by the Service Provider from its resources (persons engaged at SBI ATMs shouldn't pay for any uniforms or other accessories) to each and every person engaged at the Bank's ATMs, uniforms, black boot, & cap, all of standard quality available in market every year. The Service Provider should provide the uniform, accessories every time on completion of one year to all the persons engaged at SBI ATM sites at its own without being reminded by the Bank to avoid penalty. A certificate has to be provided to Bank every time new uniform & other accessories issued without fail.

(xxv) The staff so employed by the Service Provider shall have a minimum educational qualification of 10th standard and shall be proficient in the spoken as well as written languages of Hindi, and the local languages of the States of Bihar and Jharkhand. It shall also be mandatory for the Service Provider to have character and antecedents of the Caretaker verified by Police, before their deployment.

(xxvi) The Bank shall, at any time have the right to change any/all allotted ATM Sites of the Service Provider including reducing or increasing the number of such ATM Sites.

(xxvii) In addition to above, the Service Provider shall ensure that:

- i. Caretakers should be in proper dress/ uniform wearing tie, cap, polished shoes and belt with proper authorization and photo identification badges/photo identity card of the Service Provider.
- ii. The Caretakers should provide general assistance, if required, to customers at ATM Site. The caretaker shall not operate the ATM in any manner whatsoever on Customer's behalf.
- iii. The Caretaker shall manage the customers' queue.
- iv. Caretakers should deal with the customers politely. 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.

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v. Caretakers should guide the customer to the nearest SBI ATM Site in case of failure of service by the ATM.

vi. Caretakers should receive complaints /requests/suggestions in writing, from customers. Complaints/requests/suggestions received during a day will be collected by the Branch official/Authorized Official/Channel Manager/ any authorised representative of the Bank on next day. The Caretaker shall not accept any gratitude or reward in any manner in that regard.

vii. The Caretakers should immediately escalate problems of any kind (e.g. malfunctioning/ breakdown of ATM, lighting, AC, UPS, Solar Panel, 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/ Security Officer, any authorised representative of the Bank. Caretakers will maintain a suitable register for entering details of such reports made including persons called.

Viii. Caretaker has the contact numbers of the local designated officials of the Service Provider.

2. Scope:

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

2.2 The Caretaker shall:

- a) Be available at the Site as per agreement with SBI.
- b) Be uniformed with proper authorization/identification badges/identity card of the Service Provider. The Service Provider will give prior notification to SBI and the Branch Manager concerned of the Branch or its authorized official about the Caretaker posted at a particular Site;

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- c) During duty hours, the Caretaker will not engage themselves in any activity that is not in the interest of SBI. If any Caretaker indulges in activities detrimental to the interest of SBI, SBI may bar him from duty at any site of the Bank. The decision of SBI in this regard will be binding on the Service Provider;
- d) Escalate problems of any kind to SBI Branch Manager concerned. The Caretaker will maintain a suitable register for recording details of such reports made including persons called etc.;
- e) In case of fire, he should try to extinguish it with the Portable Fire Extinguisher at the site, if available. If it is beyond his control, he should call Fire Brigade, Police and also inform Bank officials;
- f) Promptly call police station, fire services, etc., in case of emergencies;

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

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

- a) The Caretaker Services will be requisitioned for any Site by SBI;
- b) The Service Provider should have in place a policy for engaging Caretaker thorough background check;
- c) The Service Provider will ensure that there is no violation by them of any statute and all the laws, rules and regulations will be strictly followed/implemented by the Service Provider in regard to deployment of Caretaker for such services. SBI may, at its own cost, obtain independent audit report in respect of the statutory compliances by the Service Provider;
- d) The Service Provider will be responsible for the services provided to SBI by the Caretaker;
- e) The Service Provider will examine the Access Register maintained at any Site by the Caretaker at periodic intervals and inform SBI about discrepancy noticed by them. The designated official of the Service Provider will have to sign the said register in token of his examining the same. The register will be countersigned by the Channel Manager/Link Branch official, whenever they visit the site as token of their having also examined the same;
- f) The Service Provider will have overall responsibility to ensure that the Caretaker Services is rendered by the Caretaker efficiently and initiate corrective steps of its own where necessary. The Service Provider will respond promptly to any complaint made by LHO/SBI in regard to dereliction of duties/default in performance by its personnel.

2.4 Employees of Caretaker Service Provider:

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

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ANNEXURE – IV

(Forwarding Letter)

(To be submitted on the Service Provider's letter head on this Performa only)

Circle Security Officer
State Bank of India
Circle Security Department
Local Head Office 1st Floor,
West Gandhi Maidan,
Patna: 800 001.

Dear Sir,

EXPRESSION OF INTEREST FOR CARETAKER SERVICES

With reference to your EOI Notice dated, we hereby quote our Service Provider's profile and rates in the prescribed Performa for submitting Service Provider's profile and Schedule of Rates for the captioned work.

2. We have read and understood the Essential Prerequisites, General Conditions, Special Clauses of Tender, Charter of Duties & Responsibilities for Personnel to be engaged, Schedule of Deployment and Terms and Conditions for providing Caretaker Services at various sites under State Bank of India, in both the States of Bihar & Jharkhand and agree to abide by them.

3. We also understand that the SBI reserves the right to reject any or all applications at any stage without assigning any reason thereof and/or cancel/scrap the tender process.

Yours faithfully,

(Signature with date and Seal of the Tenderer)

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**Annexure – VA
(Part A)**

SERVICE PROVIDER PROFILE

Note: Copies of **documentary proof should be enclosed** along with this Annexure

Sl. No	PARTICULARS	RESPONSE
1	Name of the Organization	
2	Date of incorporation & year of establishment	
3	Address of Head Office	
4	Shops and Establishment registration in Bihar & Jharkhand separately.	
5	Communication details of contact official(s) Name	
6	Phone No. (land line) & Mobile Number	
	Fax No	
	e-mail address	
7	Service Provider Registration No. under Companies Act, 1956/2013 (if applicable)	
8	GST No.	
9	Service Provider's Pan/Tan No.	
10	EPF Registration No	
11	ESIC Registration No.	
12	Labour Deptt. Registration No.	
13	Profit after Tax deduction for 2018-2019	
14	Profit after Tax deduction for 2019-2020	
15	Profit after Tax deduction for 2020-2021	
16	Cumulative profits after Tax deduction for last 3 financial years (01.04.2018 to 31.03.2021)	
17	Annual Turnover for 2020-2021	
18	Annual Turnover for 2019-2020	
19	Annual Turnover for 2018-2019	
20	Name of the Organizations to whom provided services of manpower in this field for the FY 2020-21	
21	Name of the Organizations to whom provided services of manpower in this field for the FY 2019-20	
22	Name of the Organizations to whom provided services of manpower in this field for the FY 2018-19	
23	Organizations'/Statutory body with whom currently	

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	empanelled. (Service Provider/Banks/PSU etc. Please furnish name & date of empanelment)	
24	Blacklisted/debarred/prohibited if ever. Name of Organization, date & reason	
25	Name and address of the Banker	

(Signature with date and seal of the Tenderer)

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Annexure - VB

DOCUMENTS TO BE ATTACHED TO SERVICE PROVIDER PROFILE (PART-A)

1. Shop & establishment Act Registration with Bihar Govt.
2. Shop & Establishment Act Registration with Jharkhand Govt.
3. Valid Registration Certificate (under Companies Act 1956)
4. GST NO
5. SAC Code
6. ESIC Licence
7. EPF Licence
8. PAN / TAN Card
9. Audited Balance Sheet for last 3 financial years (i.e. up to 31st March, 2021)
10. Service Provider registration with labour department.
11. Earnest Money Deposit
12. Proof of services rendered to Banks, PSUs or any other reputed organization (performance certificates be included) Documents should clearly reflect the services rendered for continuous last 3 financial years i.e. 2018 to 2021 in this field.
13. Any other document(s) necessary to satisfy the requirements laid down at the ESSENTIAL PREREQUISITES, GENERAL CONDITIONS, TERMS & CONDITIONS OF THE CONTRACT and Annexure –VA (Service Provider Profile) of this notice.

(Signature with date and seal of the Tenderer)

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Annexure - VI

SCHEDULE OF RATES (PART - B)

CHARGES PER CARETAKER PER MONTH

Sl. No.	Charges under	For "B" Centre	For "C" Centre
1	Minimum Wages notified by Ministry of Labour, Govt. of India from time to time for Sweeping and Cleaning Category (Please quote amount per person per month)		
2	DA notified by Ministry of Labour, Govt. of India from time to time. (Please quote amount per person per month)		
3	Minimum statutory EPF contribution. (Please quote amount per person per month)		
4	Statutory ESIC contribution. (Please quote amount per person per month)		
5	Pay for three National Holidays in a year. (Please quote proportionate amount per person per month)		
6	Statutory Bonus once a year. (Please quote proportionate amount per person per month)		
7	Total amount per person per month		
8	Service Charge (Please quote amount per person per month not percentage)		
9	GRAND TOTAL PER PERSON PER MONTH		

NOTE:

1. ITEM NO. 1 TO 7 WILL BE REVIEWED AS AND WHEN THERE IS A STATUTORY CHANGE.
2. ITEM NO. 8 WILL REMAIN FIXED FOR THE PERIOD OF EMPANELMENT AND SUBSEQUENT AWARD OF CONTRACT.
3. TAX AS APPLICABLE, WILL BE PAID EXTRA.

(Signature with date and seal of the Tenderer)

SIGNATURE & SEAL OF TENDERER

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ANNEXURE - VII

TERMS AND CONDITIONS

- 1) The Caretaker provided shall be the employees of the Service Provider and all statutory liabilities such as ESI, PF, other benefits under Workmen's Compensation Act, etc. will be paid by the Service Provider. The list of staff going to be deployed shall be made available to the State Bank of India (SBI) and if any change is required on part of the SBI fresh list of staff shall be made available by the Service Provider after each and every change.
- 2) The Service Provider shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and Contract Labour (Regulation & Abolition Act 1970), EPF etc. with regard to the personnel engaged by them for works. It will be the responsibility of the Service Provider to provide details of manpower deployed by them in the SBI, to SBI and to the Labour Department.
- 3) As far as EPF is concerned, it shall be the duty of the Service Provider to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month. Particulars of the employees engaged for the SBI works, is required to be submitted to the SBI. In any eventuality, if the Service Provider fails to remit employee/employer's contribution towards PF subscription etc. within the stipulated time, SBI is entitled to recover the equal amount from any money due or that will accrue to the Service Provider under this agreement or any other contract and pay to RPFC, duly furnishing particulars of personnel deployed for the SBI with penalties.
- 4) The antecedents of the Caretaker deployed shall be got verified by the Service Provider from local police authority and an undertaking in this regard to be submitted to the SBI and SBI have the right to verify the same.
- 5) The Service Provider will maintain a register on which day to day deployment of personnel will be entered. Additionally, an attendance register will be maintained at each site. This will be countersigned by the authorized official of the SBI. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Service Provider has to give an undertaking regarding payment of wages as per rules and laws in force.
- 6) All liabilities arising out of accident or death while on duty shall be borne by the Service Provider.

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- 7) Adequate supervision will be provided to ensure correct performance of the said Caretaker Services in accordance with the prevailing assignment instructions agreed upon between the two parties.
- 8) All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the SBI.
- 9) Service Provider and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste & will not misuse the areas of responsibility given to them by the SBI and shall not knowingly lend to any person or Service Provider any of the effects of the SBI under its control.
- 10) The Caretaker shall not accept any gratitude or reward in any shape.
- 11) Under the terms of their employment agreement with the Service Provider, the Caretaker shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Service Provider.
- 12) That in the event of any loss occasioned to the SBI, as a result of any lapse on the part of the Service Provider which will be established after an enquiry conducted by the SBI, the said loss can be claimed from the Service Provider up to the value of the loss. The decision of SBI will be final and binding on the Service Provider.
- 13) The Service Provider shall do and perform all such services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the SBI may issue from time to time and which have been mutually agreed upon between the two parties.
- 14) The responsibility to maintain discipline of the personnel will be with the Service Provider, however SBI may suggest for change or removal of recalcitrant considered being undesirable or otherwise and similarly Service Provider reserves the right to change the staff with prior intimation to the SBI.
- 15) The Service Provider shall be responsible to maintain all property and equipment of the SBI entrusted to it.
- 16) The Service Provider will not be held responsible for any damage caused to the property of SBI due to natural calamity.
- 17) The personnel engaged by the Service Provider shall be dressed in neat and clean uniform (including proper name badges), failing which a penalty of Rs.1000/- will be levied on each occasion and habitual offenders in this regard shall be removed by the Service Provider from the SBI Sites. The penalty on this account shall be deducted from the Service Provider's bills.
- 18) The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Customers and should project an image of utmost

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discipline. The Service Provider shall have to arrange for immediate suitable replacement in case of complaints against its personnel.

19) The eight hours shift generally will be from 06.00 hrs. to 14.00 hrs. , 14.00 hrs. to 22.00 hrs and 22.00 hrs. to 06.00 hrs.(next day). But the timings of the shift are changeable and shall be fixed by the SBI from time to time depending upon the requirements. Prolong duty hours (more than 8 hrs. at a stretch) shall not be allowed as a rule. No payment shall be made by the SBI for double duty, if any.

20) The Caretaker will have to report to the SBI's Site at least 15 minutes in advance of the commencement of the shift.

21) The payment would be made at the end of every month based on the actual shift manned/operated by the personnel supplied by the Service Provider and based on the documentary proof jointly signed by the representative of the SBI and the Service Provider/his representative/ personnel authorized by them. No other claim on whatever account shall be entertained by the SBI.

22) Any damage or loss caused by Service Provider's persons to the SBI in whatever form would be recovered from the Service Provider.

23) The Service Provider will give basic training/familiarization of the Caretaker Services required to be deployed under the contract for 2 to 3 days and this period will not be counted as shift manned by Service Provider's personnel for the purpose of payment under the contract.

(a) In case any of Service Provider's personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of guards absent on that particular day shall be levied by the SBI and the same shall be deducted from the Service Provider's bills.

(b) In case any of Service Provider's personnel deployed under the contract fails to report in time and Service Provider is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point 24(a) shall be levied.

(c) In case any public complaint is received attributable to misconduct/ misbehaviour of Service Provider's personnel, a penalty of Rs.5,000/- for each such incident shall be levied and the same shall be deducted from Service Provider's bill. Further the concerned Service Provider's personnel shall be removed from the SBI system immediately.

(d) In case the Service Provider fails to commence/execute the work as stipulated in the agreement or performance of the Service Provider is unsatisfactory or does not meet the statutory requirements of the contract, SBI reserves the right to impose the penalty as detailed below:-

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- i) 20% of monthly cost of order/agreement per week, up to four weeks delays.
- ii) After four weeks delay, the Bank reserves the right to cancel the contract and withhold the agreement and get this job carried out preferably from other successful bidders who agree to the terms and conditions of the contract. The difference, if any, will be recovered from the defaulter Service Provider and the Service Provider shall also be black listed for a period of 4 years from participating in such type of tender and the earnest money/security deposit may also be forfeited, if so warranted.
- e) If any of the Service Provider's personnel deployed under the contract is/are found sleeping while on duty, a penalty of Rs 1000/- per incident shall be levied and the same shall be deducted from the Service Provider's bills.
- f) For any failure in communicating incident report to the Management Centre / SBI, as applicable, and exceeding one hour from the incident, a penalty of Rs 2000/- per incident shall be levied and the same shall be deducted from the Service Provider's bills.
- 24) The Service Provider shall ensure that the Service Provider and its personnel shall not at any time, without the consent of the SBI in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the SBI and shall not disclose to anyone information about the affairs of the SBI. This clause does not apply to the information, which becomes public knowledge.
- 25) Any liability arising out of any litigation (including those in consumer courts) due to any act of Service Provider's personnel shall be directly borne by the Service Provider including all expenses/fines. The Service Provider and its personnel concerned shall attend the court as and when required.
- 26) The Service Provider shall deploy its personnel in consultation with SBI. SBI shall be informed at least one week in advance and Service Provider shall be required to consult SBI for any changes in personnel.
- 27) Force Majeure: If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

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28) The Service Provider shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

29) "NOTICE TO PROCEED" means the notice issued by the SBI to the Service Provider communicating the date on which the work/services under the contract are to be commenced.

30) There shall be NO joint venture/consortium/group/partnership or outsourcing in any form & manner of the services to be provided.

31) The award contract period, if any, shall be twelve months from the date of the commencement (as mentioned in Notice to Proceed). SBI will have the option to extend / renew the contract up to three years, subject to satisfactory performance, after annual review, at the same rates and under the same Terms & Conditions.

32) During the course of the awarded contract, if any, if any of the Service Provider's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the SBI, the Bank shall be entitled to terminate the contract forthwith.

33) In the event of default being made in the payment of any money in respect of wages of any person deployed by the Service Provider for carrying out of awarded contract and if a claim thereof is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the SBI may, failing payment of the said money by the Service Provider, make payment of such claim on behalf of the Service Provider to the said Labour Authorities and any sums so paid shall be recoverable by the SBI from the Service Provider with penalty.

34) If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the SBI, such money shall be deemed to be payable by the Service Provider to the SBI within seven days. The SBI shall be entitled to recover the amount from the Service Provider by deduction from money due to the Service Provider or from the Performance Security with penalty.

35) The Service Provider shall not engage any sub contract or transfer the contract to any other person in any manner.

36) The Service Provider shall indemnify and hold the SBI harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the Service Provider.

37) The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act, 1970.

38) The contracting Service Provider shall not employ any person below the age of 18 years and above the age of 55 years. Manpower so engaged shall be trained for providing Caretaker services and fire fighting services before joining.

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- 39) The Service Provider shall get personnel screened for visual, hearing, gross physical defects and contagious diseases and keep a certificate to this effect for each personnel deployed. The SBI will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.
- 40) Caretakers engaged by the Service Provider shall not take part in any staff union and association activities.
- 41) The Service Provider shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, cleaning materials and other implements to the Caretakers, stationery for writing duty charts, registers at sites and records keeping as per requirements.
- 42) The SBI shall not be responsible for providing residential accommodation to any of the employee of the Service Provider.
- 43) The SBI shall not be under any obligation for providing employment to any of the worker of the Service Provider after the expiry of the contract. The SBI does not have any employee employer relationship with any of the workers of the Service Provider. There should be no relationship of master & servant between the personnel of the Service Provider and the bank.
- 44) If as a result of post payment audit any overpayment is detected in respect of any work done by the Service Provider or alleged to have done by the Service Provider under the tender, it shall be recovered by the SBI from the Service Provider.
- 45) If any underpayment is discovered, the amount shall be duly paid to the Service Provider by the SBI.
- 46) The Service Provider shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over when ever required by the SBI, etc.
- 47) The Service Provider will have to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employee every month.
- 48) The Service Provider shall disburse the wages to its staff deployed in the SBI every month by direct credit to account to be opened with SBI branches. The Service Provider shall furnish the list of the employees along with a/c number to bank.
- 49) The Service Provider should have round the clock control room service in respective zones along with quick response teams to deal with emergent situations.
- 50) **OBLIGATION OF THE SERVICE PROVIDER:** The Service Provider shall ensure full compliance with tax laws & labour laws of India with regard to this contract and shall be solely responsible for the same. The Service Provider shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the bank fully

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indemnified against liability of tax, interest, penalty etc. of the Service Provider in respect thereof, which may arise.

51) Dispute Resolution:

(a) Any dispute and or difference arising out of or relating to the tender process and/or empanelment and/or the awarded contract will be resolved through joint discussion of the authorized representatives of the parties concerned. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the **Chief General Manager, SBI, Local Head Office, Patna.**

(b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

(c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the Service Provider shall continue to be made in terms of the contract. Arbitration proceedings will be **held at Patna only.**

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

53) PAYMENTS: The payment will be made on completion of each calendar month based on the actual shift manned/operated by the Guards/Supervisors deployed by the service provider. The payment will be released to the PSA on production of following documents:

- a). Invoice of the total amount payable.
- b). Monthly duty roster.
- c). Copies of pay slips (as per format given in the annexure C of Draft Agreement).
- d). Documents and challans, evidencing submission of EPF & ESIC for the previous month of all employees. The challans must be accompanied with the list of employees deployed under this contract.
- e). All payments to be credited to the individual's Bank A/c.

(Signature with date and seal of the Tenderer)