

<b>NIT NO</b>	
<b>DATE</b>	

**STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT, RAIPUR  
Ramnagar, Near Karma Chowk, Kota Road, Raipur (Chattisgarh)**

**Part – I  
(Technical Bid)**

**TENDER FOR FACILITY MANAGEMENT CONTRACT AT STATE BANK INSTITUTE  
OF LEARNING AND DEVELOPMENT, Ramnagar, Near Karma Chowk, Kota Road,  
Raipur (Chattisgarh)**

**Name of The Tenderer:** .....

**Address:** .....  
.....

**GSTIN:** .....

## NOTICE INVITING TENDER (NIT)

State Bank Institute of Learning and Development (SBILD), Raipur, Ramnagar, Near Karma Chowk, Kota Road Raipur (Chattisgarh) invite two-bid tenders from Contractors who are empanelled with SBI anywhere in India for Providing Facility Management Services at State Bank Institute of Learning and Development (SBILD), Raipur

**\*Wherever there is a mention of 'The Institute' it will denote State Bank Institute of Learning and Development, Raipur (SBILD Raipur) and wherever there is a mention of 'The Bank', it will denote 'State Bank of India'. Similarly, wherever there is a mention of 'Contractor' or 'Vendor' it will denote 'Service Provider' or bidder of this Contract.**

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

1	Name of the work	Tender for Facility Management Contract at State Bank Institute of Learning and Development (SBILD), Raipur.
2	Cost of Tender Documents cum processing fees (Non-refundable)	Tender Processing Fee amounting to <b>Rs.5,000/- (Rupees Five Thousand only)</b> (Non-Refundable) in the form of Demand Draft/ Bankers Cheque issued by any Nationalised/ Scheduled Bank drawn in favour of "SBILD Raipur" payable at Raipur.
3	Earnest Money Deposit (EMD)	<b>Rs.1,00,000/- (Rupees One Lakh Only)</b> in the form of Demand Draft/ Bankers Cheque issued by any Nationalized/ Scheduled Bank drawn in favour of " <b>SBILD Raipur</b> " payable at Raipur.
4	Details of issuing department where work has to be carried out.	<b>State Bank Institute of Learning and Development, Ramnagar, Near Karma, Chowk, Kota Road Raipur (Chattisgarh) 492011</b>
5	Initial Security Deposit (ISD)	The successful Contractor whose tender is accepted by the Bank shall be bound to deposit a sum equivalent to 10% of accepted "Annual Contract Value" including EMD as Security Deposit (SD) in the form of STDR/ FDR issued by any Nationalized/Scheduled Bank favouring " <b>SBILD Raipur</b> " payable at Raipur.
6	Date for Downloading of Tender Document (Technical)	From <b>10.05.2023</b> on Bank's Website: <a href="http://www.sbi.co.in">www.sbi.co.in</a> <LINK>Procurement News
7	Last date and time for receipt of queries through E-Mail at director.sbildraipur@sbi.co.in	At 5:00 PM on <b>17.05.2023</b> . No individual communication either written or telephonic shall be provided/entertained to the Bidder.
8	Visit to SBILD Raipur campus by prospective bidder	From <b>10.05.2023 to 17.05.2023</b> between 11:00 AM to 04:00 PM on working days.

9	Date of posting of clarifications on the bidder's queries	Clarification of all the bidders' queries (if any) will be posted on e-tendering site by <b>20.05.2023</b> .															
10	Last date and time for submission of technical bid along with EMD, cost of tender documents cum processing fee (Non-Refundable) and other documents as specified in the tender.	<p><b>Up to 3.00 PM on 05.06.2023.</b></p> <p>The technical and price bid will be submitted online and Demand Draft to be sent to SBILD, Raipur along with annexure-D. Bidder to ensure to write his details on the back of the draft/banker cheque. Service Provider's portal for submission of technical as well as price bid: <a href="https://etender.sbi/">https://etender.sbi/</a></p> <p>Note:</p> <p>(a) It is the sole responsibility of the bidder to ensure submission of their bid by stipulated date and time at specified address. The SBILD, Raipur shall not entertain technical bids received late due to any delay on account of delivery by the courier agency/ speed post or any other mode for the reasons whatsoever.</p> <p>(b) Tenders received without EMD and Tender processing fee shall be summarily rejected, except stated above under point No:2</p>															
11	Address for Submission and opening of Technical Bid	State Bank Institute of Learning and Development, Ramnagar, Near Karma Chowk, Kota Road Raipur (Chattisgarh) 492011															
12	Date and time of Opening of Technical Bid	<b>05.06.2023 at 3.30 PM onwards</b> (Price bids of only those bidders will be considered whose technical bids are found to be eligible in technical bid evaluation)															
13	Agency for arranging e-tendering / online bidding	<p>e-Procurement Technologies Limited, Ahmedabad. Landline Numbers: 079 -6813 6857/ 6848/ 6842/ 6820/ 6880/ 6837/ 6895 Primary Contact Numbers:- Nandan Valera M:- 9081000427/ 9510813528/ 6354919566 Email ID : <a href="mailto:nandan.v@eptl.in">nandan.v@eptl.in</a></p> <table border="1"> <thead> <tr> <th>Name</th> <th>E-Mail ID</th> <th>Mobile No</th> </tr> </thead> <tbody> <tr> <td><b>Fahad Khan</b></td> <td><a href="mailto:fahad@eptl.in">fahad@eptl.in</a></td> <td>9904406300</td> </tr> <tr> <td><b>Shaikh Nasruddin</b></td> <td><a href="mailto:shaikh@eptl.in">shaikh@eptl.in</a></td> <td>9510812960</td> </tr> <tr> <td><b>Jay Vyas</b></td> <td><a href="mailto:Jay.v@eptl.in">Jay.v@eptl.in</a></td> <td>9265562819</td> </tr> <tr> <td><b>Mubassera Mansuri</b></td> <td><a href="mailto:mubassera@eptl.in">mubassera@eptl.in</a></td> <td>7859800621</td> </tr> </tbody> </table> <p>You are requested to contact the agency for further guidance on e-tendering.</p>	Name	E-Mail ID	Mobile No	<b>Fahad Khan</b>	<a href="mailto:fahad@eptl.in">fahad@eptl.in</a>	9904406300	<b>Shaikh Nasruddin</b>	<a href="mailto:shaikh@eptl.in">shaikh@eptl.in</a>	9510812960	<b>Jay Vyas</b>	<a href="mailto:Jay.v@eptl.in">Jay.v@eptl.in</a>	9265562819	<b>Mubassera Mansuri</b>	<a href="mailto:mubassera@eptl.in">mubassera@eptl.in</a>	7859800621
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14	Validity for Offer	90 days from the date of opening of Price Bid. The bidder may be required to give consent for the extension of the period of validity of the bid beyond initial 90 days, if so desired by the Bank in writing or by email. Refusal to grant such consent would result in rejection of bid without forfeiture of the EMD. However, any extension of validity of bids will not entitle the bidder to revise / modify the bid document.
15	Date of Commencement of work	1st Day of succeeding month of the work order.
16	Penalty/ Liquidated damages	As per relevant clause in the tender documents.
17	Period of Honouring Payment Certificate.	1st Week of the month & the payment shall made within 7 working days from the date of receipt of bill (Excluding Sunday and Public holidays)
18	Insurance	As per insurance clause of the tender documents.
19	Period of contract	The contract, if awarded shall be valid for an initial period of 1 (One) year from the date of commencement of work subject to the renewal for two similar terms after expiry of initial period of one-year subject to satisfactory performance.

## **2. Purpose:**

Annual Maintenance Contract for Facility Management services such as Housekeeping, Cleaning of buildings and premises inside the campus of the Institute, Plumbing, Carpentry, Minor Electric Repair work, Pest control and Rodent treatment, Maintenance of Garden, Maintenance of waste management plant etc. for **SBILD Raipur at Ramnagar., Near Karma Chowk, Kota Road Raipur (Chattisgarh) 492011**. Kindly refer to Schedule-I and Schedule- II for detailed job description.

## **3. Invitation:**

The bidders desirous of taking up the project for rendering the above services for SBI are invited to submit their technical and Price Bid in response to this Tender. The criteria and the actual process of evaluation and subsequent selection of the successful bidder will be entirely at Bank's discretion. We seek proposal from Bidders who have the necessary experience, capability & expertise to provide Maintenance and Housekeeping services at Training Centres of Government/ PSUs/ Banks and are willing to adhere to Bank's requirement outlined in this Tender.

This Tender document is not an offer by State Bank of India, but an invitation to receive responses from the Bidders. No contractual obligation whatsoever shall arise from the 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.

## **4. Eligibility Criteria:**

Bid is open to all Bidders who fulfil the eligibility criteria fixed by the bank.

## **5. 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 Bank 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.

## **6. Earnest Money Deposit (EMD)**

Bidder to submit the EMD (As per the NIT) as Bid Security in the form of Demand draft in favour of 'SBILD, Raipur.

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

Separate drafts are to be submitted each for EMD and tender processing fee.

Bidder to ensure to write his details on the back of the Demand Draft.

The EMD of the unsuccessful bidders will be returned within 30 days from date of awarding of contract. Successful Bidder's EMD will be returned upon the bidder signing the contract and submitting the required Security Deposit.

No interest is payable on the amount of EMD.

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

### **The EMD may be forfeited:**

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

If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of contract; or In case of a successful Bidder, if the Bidder fails to sign the contract with the Bank within a period of 30 days; or to furnish Security Deposit to the Bank.

## 7. **Bidding Document:**

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

### 7.2 Content of Bidding Document

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

7.2.2 The Bidder is expected to examine all instructions, statements, terms and specifications in the bidding document. Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid. SBILD, Raipur 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, SBILD, Raipur 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.

### 7.3 Clarifications & Amendments:

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

7.3.2 The Bidders requiring any clarification on the bidding documents should submit written queries through e-mail on or before Date: **(as per the NIT)**.

7.3.3 At any time prior to the deadline for submission of bids, SBILD, Raipur may modify or alter the bidding document by issuing an amendment.

7.3.4 Any clarification issued by SBILD, Raipur will be in the form of an addendum / corrigendum and will be available in SBI's website – <http://bank.sbi> under "procurement news". The amendment will be binding on all bidders. SBILD, Raipur at its discretion may extend the deadline for submission of bids which shall be informed to all through SBI's website- <http://bank.sbi> (procurement news). All bidders are requested to visit Bank's website for checking any amendments etc. incorporated.

## 8. **Bidding Process:**

8.1 The bids (Technical as well as Price) shall be submitted online on the [www.etender.sbi](http://www.etender.sbi). Demand Draft for EMD and tender processing fee along with Annexure-D are to be submitted as per the details given in point no 10 and 11 of NIT.

8.2 SBI shall finalize the Tender through e-tendering mode for which **M/s e-Procurement**

**technologies Pvt Ltd, Ahemedabad** has been engaged by SBI as an authorized service provider.

1. E-tendering shall be conducted by SBI through **M/s e-Procurement technologies Pvt Ltd, Ahemedabad**, on pre-specified date as mentioned. 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. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives such as back-up power supply whatever required so that they are able to circumvent such situation and still be able to participate in the E-tendering successfully. 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 cannot be extended and SBI is not responsible for such eventualities.
2. **M/s e-Procurement technologies Pvt Ltd, Ahemedabad** 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.
3. **BIDDING CURRENCY AND UNIT OF MEASUREMENT:** Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online E-tendering.
4. **BID PRICE:** The Bidder has to quote the rate as per the Tender Document provided by SBI on the prescribed format.
5. **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.
6. **LOG IN NAME & PASSWORD:** Each Bidder is assigned a Unique User Name & Password by **M/s e-Procurement technologies Pvt Ltd, Ahemedabad**. The Bidders are requested to change the Password after the receipt of initial Password from **M/s e-Procurement technologies Pvt Ltd, Ahemedabad**. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
7. **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 L-1 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 depaneling such contractors and forfeiting their EMD..
8. 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.
9. SBI shall be at liberty to cancel the E-tendering process / tender at any time, before ordering, without assigning any reason.

10. SBI shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.

11. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.

**12. OTHER TERMS & CONDITIONS:**

- 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.
- The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.
- SBI decision on award of Contract shall be final and binding on all the Bidders.
- SBI reserve their rights to extend, reschedule or cancel any E-tendering within its sole discretion.
- SBI or its authorized service provider **M/s e-Procurement technologies Pvt Ltd, Ahmedabad** shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- SBI or its authorized service provider **M/s e-Procurement technologies Pvt Ltd, Ahmedabad** is not responsible for any damages, including damages that result from, but are not limited to negligence.
- SBI or its authorized service **M/s e-Procurement technologies Pvt 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.
- **All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event.**

**9. Preparation and Submission of Bids:**

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

9.2 Bidder must provide specific and factual replies to specific questions asked in the TENDER.

9.3 The technical bid should consist of the following:

- i. EMD (Demand Draft) should be submitted along with tender processing fee enclosing bidders' details as per **Annexure-D** in physical mode and all other details pertaining to both the bids to be submitted online.



- ii. A letter on bidder's letterhead mentioning
  - a) Details of EMD submitted, technical competence and experience of the bidder.
  - b) Certifying that the period of the validity of the bid is 90 days from the date of opening of bid. The bidder may require to give consent for the extension of the period of validity of the bid beyond initial 90 days, if so desired by the Bank in writing or by email. Refusal to grant such consent would result in rejection of bid without forfeiture of the EMD. However any extension of validity of bids will not entitle the bidder to revise/ modify the bid document.
  - c) Confirming that the bidder has quoted for all the items/ services mention in the bid in their commercial bid.
  - d) Supporting documents in respect of Eligibility Criteria as mentioned in **Annexure-B**.
- iii. Bidder's information as per **Annexure – D** on bidder's letter head.
- iv. Audited balance sheets and profit and loss account statement for last 3 years.
- v. A copy of board resolution (in case of a company) or power of attorney (in other cases) showing that the signatory has been duly authorized to sign the tender document.
- vi. Response to all points of the Technical Bid Evaluation Matrix as per **Annexure - C**.

9.4 Minimum manpower required as per **Annexure –E**.

#### 9.5 Bid prices:

The price quoted should take into consideration the escalation on account of expected increase in material cost during the contract period of initial one year and also for the subsequent renewals to be done for the next two years (Renewal will be subject to satisfactory performance on yearly basis at the same terms and conditions).

Quoted price to include expected profit, lump sum 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.**

#### 9.6 Revealing of Prices:

**The rates and/ or prices in any form or for any reasons should not be disclosed in the technical or other parts of the bid.** Failure to do so would result in disqualification and rejection of the bid.

#### 9.7 Visit to SBILD Raipur campus by prospective bidder:

From 10.05.2023 to 17.05.2023 between 11:00 AM to 04:00 PM on working days.

## **9.8 Validity of Bids:**

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

## **9.9 Bid Integrity:**

Misrepresentation of any fact/any fact which is found to be untrue 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.

## **9.10 Format and Signing of Bid**

The bidder should prepare submission as per minimum eligibility criteria, Technical Bid, other requested information contained in the respective forms available online after login. The bidder will be required to affix his/her digital signature for submission of the bid.

## **9.11 Bid Currency:**

Prices shall be expressed in Indian Rupees only.

## **9.12 Late Submission of bids:**

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

## **9.13 Modification and Withdrawal of Bids:**

Once bid is submitted no modification is permissible unless agreed by the bank in writing. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity.

## **10 Opening and Evaluation of Bids:**

10.1 Opening of Technical Bid: All the Bids will be opened at the give scheduled date, time & locations mentioned under the clause NIT.

### **10.2 Evaluation process**

#### **10.2.1 Preliminary examination:**

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

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

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

**PART-1. Technical Evaluation:**

Detailed technical evaluation will include, scrutiny of minimum eligibility criteria (as mentioned in Annexure B) and technical information submitted as per technical bid format (Annexure C).

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

No separate intimation will be given to all those bidders, whose technical bids are found ineligible in the technical evaluation.

**Note:** The Bidder should ensure to follow the minimum wages (Central Government) Labour act, ESIC, EPF, Insurance and all statutory obligations etc. Any increase in minimum wages / VDA as per Central Govt. Act. should be reimbursed and therefore, shall not be loaded in the Commercial Bid. The representative of the bidders would be informed regarding their qualification in the price bid.

**PART-2. Final Evaluation:**

The online e-tendering for price bid will be conducted by M/s E-Procurement Technologies Ltd., Ahmedabad. Price bids of those bidders, who are found eligible after evaluation of technical bids will be compared and the bidder with lowest price quote (L-1) will be awarded the tender. However, the competent authority at the Bank reserves the right to disapprove the L-1 quotation without citing any reason for the same.

**11. Award & signing of contract:**

SBILD, Raipur will notify successful bidder in writing by letter in duplicate that its bid has been accepted. The Selected bidders has to return the duplicate copy of the bank within 7 working days duly Accepted, Stamped and Signed by Authorized in token of acceptance.

The same information shall be communicated through email and the successful bidder will be required to acknowledge the same immediately.

The successful bidder shall be required to enter into a contract with the Bank, within 7 days of the award of the tender or within such extended period as may be decided by the Bank along with the letter of acceptance, Security Deposit and other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof.

Copy of board resolution (in case of a company) or power of attorney (in any other case) showing that the signatory has been duly authorized to sign the acceptance letter and contract should be submitted.

**12. Subcontracting**

As per scope of the TENDER, subcontracting is explicitly prohibited without prior written permission of the Bank.

### **13. Cancellation of Contract**

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

### **14. Liquidating Damages**

If contract fails to perform services in the technical specifications and scope of work with the requisite quality, minimum qualification of the manpower and within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to Rs.5000/- per instance.

### **15. Statutory and other 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
- Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- Employees State Insurance Corporation Act
- 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.

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 / Bank 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.

### **16. Jurisdiction**

Any and all disputes, controversies and conflicts ("Disputes") arising out of this Agreement or in connection with this Agreement or the performance or non-

performance of the rights and obligations set forth herein, or breach, termination, invalidity or interpretations thereof shall lie within the jurisdiction of the District Court at Raipur, Chattisgarh.

### **17.1 Inspection:**

The Bank shall have the right to inspect duties being performed by the personnel, and the quality of materials used, to ensure that the Contractor is effectively carrying out the obligations under the Maintenance Contract. All questions relating to the performance of the obligations under the Maintenance Contract, and all the disputes and differences which shall arise either during or after the agreement period or other matters arising out of or relating to this agreement or payment to be made in pursuance thereof shall be decided by the Bank, whose decision shall be final, conclusive and binding on the Contractor.

The Bank may also require that the Contractor should get the quality and quantity of material used by him, and the jobs completed / executed by him, certified by an official of the Bank before the bills related to those items/ jobs are paid by the Bank.

### **17.2. Powers to Vary or Omit Work**

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

In any case in which the successful bidders have received instructions from Bank as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of Bank shall prevail.

### **17.3 No Waiver of Bank Rights or Successful Bidder's Obligations**

Any indulgence, forbearance or waiver granted or shown by the Bank will not prejudices the rights of the Bank nor shall it relieve the successful bidder from carrying only his obligation under the contract.

### **18. Deduction from Monthly Costs**

The Bank reserves right to delete or reduce any item or sanction of the bills before effecting payment in case any complaints regarding quality of services, inefficient service, non-adherence to agreed quality of materials or services have been received or noticed by the Committee comprising of four members specifically constituted for the purpose, without assigning any reason whatsoever and no claim will be entertained in this regard.

The Contractor shall reimburse the Bank all costs, charges, damages or expenses which the Bank may have paid, (which the contractor is obliged under this Maintenance Contract to pay) within 30 days upon written request of the Bank, failing which such costs, charges, damages or expenses including statutory payments, if any shall be deducted / recovered / set off by the Bank against the bills raised by the Contractor or from any money due or becoming due to the Contractor under the Maintenance Contract or may be recovered by action under law or otherwise from the Contractor.

If physical training programmes could not be scheduled for 30 days or more at a stretch, then there will be a deduction of 20% from the monthly maintenance bill for such period on a pro rata basis.

### **19. Period of Contract:**

The contract, if awarded shall be valid for an initial period of 1 (One) year from the date of commencement of work subject to the renewal for two similar terms after expiry of initial period of one-year subject to satisfactory performance. In case of breach of contract or in the event of not fulfilling the minimum requirements/statuary requirement/satisfactory services etc., the SBILD, Raipur 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-panelling your firm etc. solely at the discretion of the SBILD, Raipur.

### **20. Commencement Period:**

The work has to be commenced immediately on issuance of the work order in favour of the successful bidder. If the Contractor delays the commencement of the work or more than 7 days after issuance of the work order or such exceeded time as may be intimated to the successful bidder. The Bank will be at liberty to cancel the award of contract without giving any notice. Failure to commence the contract within the above period will lead to forfeiture of the EMD amount.

### **21. Manpower, Wages, etc.**

- The contractor should ensure to comply with all the provisions of Labour Act/ State/ Central Govt. Agreed procedures. The Contractor shall be solely responsible for compliance of provisions of Various labour and industrial laws and all statutory obligations such as minimum wages as per Central Govt. Rules, allowances, compensations, EPF, gratuity, Insurance, ESIC, etc. relating to personnel engaged by them. The Bank shall have no liability in this regard.

- The Contractor should obtain necessary labour license form statutory authorities for deploying manpower.
- If there is any revision of minimum wages by the Government, the Contractor will have to bear the cost till renewal of the Contract after completion of three years.
- All personnel provided by the Contractor will be on the payrolls of the Contractor/ Company and there will be no Employee and Employer relationship between the personnel engaged by the Contractor and the Bank.
- That the Contractor will not sub-contract or permit any other person to perform any of the work or services agreed to without prior written permission from the Bank.
- The Contractor shall ensure the availability of a reliever for weekly off and a substitute is provided if a person is absent. The Contractor should arrange for replacing his workmen to give weekly off to his workmen as per the labour rules.
- Contractor's personnel or their family members shall not be allowed to stay/ reside at site.
- The documents related to submission of EPF, ESIC, salary paid etc. to the respective statutory bodies has to be submitted along with next month bill to the SBILD, Raipur for scrutiny. In the case of ESIC, EPF etc as applicable, then the copy of authenticated challan for payment of ESIC premium has to be submitted to the bank at the end of every month.
- The contractor shall abide by "The Prohibition of Employment as Manual Scavengers and their Rehabilitation Act-2013"

## **22. Safety, Security, etc.**

- That the Bank shall not be liable for any compensation in case of any fatal injury/ death caused to any of the 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 are engaged for maintenance work.
- In no case, safety norms shall be violated.
- The Contractor agrees that its personnel shall comply with security regulations in effect from time to time at Bank's premises. The Contractor alone shall be fully responsible for safety and security & insurance or life insurance of their personnel.
- The Contractor should issue valid Company identity cards to all their staff personnel who will be providing services under this contract.

- The Contractor shall provide and ensure that the personnel engaged by them wear proper uniform, protection gears like helmets, safety shoes, hand gloves, fully body safety belts, ladders, etc.
- The Contractor shall ensure to get the police verification for all the manpower deployed by them and the contractor should ensure that the manpower deputed should bear good character and conduct.
- The contractor shall be responsible for the good conduct and performance on the part of his personnel and the contractor shall be deemed, for all legal and contractual purposes, the employer of the said personnel engaged by him, and such persons shall not have any claim for employment in the Bank in whatsoever and howsoever manner or in any connection therewith against Bank now or at a future date. The contractor will at the request of the authorized officer of the Bank/ Establishment will remove from the work place any person engaged by him for the services, who may be unsuitable or incompetent or whose conduct is not trustworthy or who misbehaves and/ or is not courteous, polite with the employees of the Bank or its customers. The contractor should undertake to thoroughly verify the antecedents, addresses, qualifications, character, family background and technical qualification etc. of its personnel.
- The Contractor shall ensure that necessary tools and equipment are always available for the purpose of attending repairs on emergency basis.
- All Contractor personnel will be subjected to physical checking while coming and leaving the premises. The contractor should maintain a register of its personnel who carry out the work and such register shall be kept open for inspection by the Bank as and when required.
- The contractor is required to maintain First Aid kits for use whenever it becomes necessary.

### **23. Payment Terms:**

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 Housekeeping 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 only at Raipur 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.

Please note at the time of bill submission contractor produced all receipt of challan of each and every employee pertaining to works of ESIC, PF, Account Statements of every employees in which salary has been credited of just previous month otherwise payment will not proceeds.



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

The rate quoted shall be inclusive of bonus, house rent allowance, Employees provident fund, overtime, conveyance, food expenses etc. and the Employer shall not be responsible for any payment towards the above components.

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

- Basic Pay
- D.A.
- EPF
- ESIC
- Any other statutory compliance's 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 viz. Facility manager, Manager, Supervisors, attendants (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 without assigning any reasons and any communications in this regard shall not be entertained.

#### **24. Termination of the Contract**

- (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) Without prejudice to what is contained hereinabove, the SBI shall, at its sole and absolute discretion, be entitled to terminate this agreement immediately by written notice without assigning any reason(s) and without payment of any compensation, if:
  - I. In the opinion of the SBI (which shall not be called in question by the contractor and shall be binding on the contractor), the contractor fails or refuses to implement this agreement to the Bank's satisfaction. And/ or
  - II. The contractor commits a breach of any terms and conditions of this agreement. And /or
  - III. or any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement. And/or

- IV. There is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of the bank to such variation. And/ or
- V. If any receiver/ liquidator is appointed in connection with the business of contractor or contractor transfers substantial assets in favour of its creditors or any orders/directions are issued by any authority/regulator which has the effect of suspension of the business of the contractor. And/ or
- VI. If Contractor applies to the court or passes a resolution of the voluntary winding up of or any other creditor/ person files a petition for winding up or dissolution of contractor. And/ or
- VII. If any acts of commission or omission on the part of the contractor or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the bank tantamount to fraud or prejudicial to the interest of the society or its employee(s). And/ or
- VIII. Any document, information, data or statement submitted by the contractor in response to tender, based on which the service provider was considered eligible or successful, is found to be false, incorrect or misleading. And/ or
- IX. The Bank may, at any time, terminate the contract by giving written notice to the selected contractor, if the selected agency becomes bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the selected agency, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank. And/ or
- X. The Contractor is involved in wrongful billing. In addition hereto wrongful billing shall also result in the contractor being debarred from participating in any other tender of the Bank. And/ or
- XI. For any reason whatsoever, the Contractor becomes disentitled in law to perform his obligations under this agreement. And/ or
- XII. If any charge sheet is filed against the agency/company or the contractor is convicted by a criminal court on the grounds of moral turpitude.
- XIII. If the contract is terminated under any termination clause, the Contractor shall handover all documents/executable/Bank's data or any other relevant information to the bank in timely manner and in proper format as per scope of the Tender and shall also support the orderly transition to another vendor or to the Bank. And/ or
- XIV. The Bank's right to terminate the services will be in addition to the penalties/liquidated damages and other actions as deemed fit.

(c) In the event of termination of this agreement for any reason whatsoever, the contractor/ or persons employed by him or his/ her agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise and the Bank shall be at liberty to 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.

(d) As regards unsatisfactory performance or non-compliance with any of the terms and conditions of the contract by the contractor or abandoning the work, SBI shall have the right to terminate the contract as aforementioned 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.

## **25. Force Majeure**

“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.

Neither party shall be liable for delay in performing obligations if the delay or failure is due to any of the aforementioned force majeure event.

## **26. Governing Language**

The contract and all correspondence/ communications and other documents pertaining to the Contract, shall be written in English.

## **27. Signing of Agreement of Housekeeping and Maintenance Contract**

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

**28. Income Tax** will be deducted on the gross amount of the monthly bill at the rates notified under Income Tax Act, 1961, from time to time by Govt. of India.

**29. Compliance of COVID-19 Guidelines.**

The contractor shall follow the COVID-19 Guidelines issued by the Bank/Govt. from time to time.

**30. Insurance of Works.**

- 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.
- The contractor shall, from time to time, provide documentary evidence as regards payments of premium for all insurance Policies for keeping them valid till the completion of the work.
- Without prejudice to any of its obligations and responsibilities specified above, the Contractor shall, within 10 days from the date of work order, submit documentary evidence as required by the Employer in support of having obtain requisite insurance cover.
- No work shall be taken up by the Contractor at site unless the Insurance Policies as mentioned above are obtained.

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.

**31. Labour**

- i. The Contractor shall employ suitable labour to carry out the respective work to the satisfaction of the Bank.
- ii. 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.
- iii. 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 and
  - (e) The number of female workers who have been allowed maternity benefits as provided in the maternity benefit Act, 1961 or Rules made there under and the amount paid to them.
- iv. 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.

- v. The minimum age of the labour employed shall not be below 18 years.
- vi. 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.
- vii. 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.
- viii. 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.
- ix. 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.
- x. He shall also furnish such returns as are due under the Act to be sent to the appropriate authorities through State Bank of India.
- xi. The contractor is required to take Insurance for all the workers employed on the works towards payments for workmen compensation. The Insurance has to be taken within 15 days of the award of work and has to be provided at the signing of the agreement.
- xii. The contractor shall be fully responsible for the consequences arising out of default and Bank may treat it as breach of Contract and reserves the right to terminate the Contract.
- xiii. The contractor shall pay wages to his workmen at the rates as applicable under the Minimum Wages Act as per Central Government guidelines for unskilled and for semiskilled/equivalent categories.
- xiv. The contractor shall disburse the wages through credit to their accounts and account statement should be enclosed along with the monthly bill.
- xv. 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.**

The staff/workers employed by the contractor shall not find under the influence of alcohol or any abusive substance at any point of time. Further, the mobilization of the workers engaged shall be such that they 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

### **32. 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 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 Bank'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.

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/SBI.

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's or agencies. 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.

### **33. Indemnity Bond**

- Contractor shall sign an Indemnity Bond 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, no 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 building 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.

### **34. Foreclosure of Contract in full or in part**

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 works executed at site.

### **35. 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 the 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 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

### **36. Insolvency**

The competent authority of the Office of the Assistant General Manager, SBILD, Raipur, 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.

### **37. 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.

### **38. 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.

### **39. Penalties / Liquidated damages**

- a. The Contractor shall disburse salary to its deployed manpower as per Central Govt. minimum wages Act latest by 15<sup>th</sup> 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.
- b. The Contractor has to maintain adequate number of manpower as per this contract and also arrange a pool of standby manpower/supervisor. If the required number of manpower/supervisors are less than specified number as mentioned in the contract, a penalty of Rs.1000/- per absentee per day shall be deducted from the bill(s).
- c. 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.
- d. An amount of Rs. 2500/- will be levied as liquidated damages per day per floor for any building from the Contractor whenever and wherever if found that the work is not up to the mark. If the Contractor fails to perform as per the satisfaction of the SBI within 15 days, liquidated damages clause as incorporated in the tender document of the Contractor by SBI will be invoked.
- e. Under any circumstances the collected wastes should not be burnt or dumped inside the campus. This includes the dumping of the waste in open near the stairs of the premises. Strictly, dustbins must be used for dumping of the waste. Such dustbins which are out in open near the stairs or any part of the premises, should be emptied immediately once they are found to be full and waste should not be left

to be dumped near that dustbin. In case of any such observation by the SBI, the Contractor shall be penalized up to 5% of the monthly Bill amount which will be deducted from any bills/dues of Contractor.

#### **40. 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.

#### **41. 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.

## **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 actions 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 State Bank of India. In addition, the contractor to the authorized State Bank of India, official shall also submit periodic reports on safety from time to time as prescribed.

## **43. Reporting and record keeping**

### **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.

**DESCRIPTION OF THE ESTABLISHMENT**

1. All premises of the Institute situated on SBILD, Raipur, Ramnagar, Near Karma Chowk, Kota Road Raipur including internal roads/ pathways, terraces, etc., and up to 10 feet outside the complex, i.e., setback area and pavements.
2. Residential buildings Block A, B, C including internal roads/ pathways and terraces.
3. Hostels, Director's residence, Administrative Building, Mess, Kitchen, VIP Guest House, Temple, Amphitheatre and ZIO auditors Guest house situated inside the SBILD, Raipur campus.
4. All Gardens, lawns, waste management plant inside the Campus of the institute.

**HOUSEKEEPING & MAINTENANCE SCHEDULE II**  
**GENERAL DETAILS & CONDITIONS FOR JOB WORKS**

01	<p><b>Sweeping &amp; Mopping</b>  All Hostel Rooms, All Guest Rooms, All Rooms in Administrative wing, All Lecture Halls Library, Clinic, AV Hall, Video Conference Room, Facility Area, Amphitheatre, Gymnasium, Sports Arena, Common areas like staircases, terraces of all residential buildings and any other building/ areas as advised by Administration of State Bank Institute of Learning and Development (SBILD), Raipur.</p>
02	<p><b>Linen change in Hostel &amp; Guest Rooms</b>  Linen change in all Hostel Rooms and Guest Rooms twice in a week or earlier as &amp; when required of all Linen items (bed sheets, bed covers, pillow covers, quilt covers, Towels &amp; napkins etc.). All curtains to be changed once in a fortnight (Classrooms, Hostel Rooms, Faculty Rooms, Guest Houses etc.) or as and when required.</p>
03	<p><b>Maintenance of Lawns, gardens, open cultivable land:</b>  Maintaining lawns and gardens in Campus. Preparing and maintaining nursery for flower and other plants. Trimming of plants and trees at regular interval. Mowing grass at lawns to keep them beautiful. Maintaining flowerpots for planting flower plants, vegetable plants, herbs, decorative plants in the whole campus including Admn Building, Residential buildings, guest house and Director's Residence. Preparing open land for cultivations of flower/vegetable/herbal/ decorative plants. In all it will be the responsibility of the Contractor to keep the Institute campus clean, green, and beautiful.</p> <p>Collecting/ gathering wastes/ dirt/ plastic wastes/ fallen leaves and disposing the same at the dustbins/ pits/ dumping grounds and removing entire garbage from the Banks premises/ campus by with help of Nagar Nigam. Collecting green waste, i.e., plant leaves, green stems etc. and putting them in shedder/ racks. Collecting food waste from canteen and putting it in processing machine at waste management plant.</p> <p>Operation and Supervision of functioning of waste management plant, taking out processed organic fertilisers from racks and food waste processing machine, packing it in bags.</p>
04	<p><b><u>PEST CONTROL &amp; RODENT TREATMENT</u></b>  The pest control of SBILD, Raipur campus including Hostels, Office Buildings, Residential houses, Guest House, Director's residence, drainage for eradication of cockroaches, moths, spiders, fleas, houseflies, mosquitoes, etc. will be taken care twice in a month basis. However, keeping in view the greenery in the campus, treatment like fogging etc. to control houseflies, mosquitoes to be done as and when needed but at least twice in a week. All pest control activities are to be done inside as well as outside of the buildings. Termite treatment is to be done after taking advice from an expert.</p> <p>Special high quality Rodent Treatment will have to be undertaken by the contractor on an ongoing basis and monthly basis to protect the highly sensitive electronic machines/ equipment, computers, wires, servers and other equipment that have been installed/ located in the premises, from rodents / band coat, as also to prevent rodents in the false ceiling areas. The Contractor shall guarantee that after carrying out the high-quality Rodent Treatment, no damage would be caused to the Bank's machines and equipment. In the event any damage is caused, the contractor shall be responsible for the losses caused and shall be required to make good the losses.</p>

	All the above-mentioned treatment should meet international standards for such activities and should be based on the advice of experts in this area. The cost for above mentioned pest and rodent control is to be borne by the Contractor. The Contractor should state yearly lump sum amount for Pest Control & Rodent Treatment in the Commercial Bid.
05	Arranging the Lecture Halls, Conference Halls, AV Hall etc., as per the seating arrangement given by the Admin Department/ Faculty.
06	Inspection of all sites/ installations/ buildings/ electrical wiring and UPS Systems/ drainpipes/ manholes/ compound wall/ calling bells / clocks on daily basis for preventive maintenance. The work including removing blockage of drain pipelines with help of Raipur Municipal Corporation (RMC) if required and also liaison with IMC in case of removing blockage of drain pipelines. This will be the part of Maintenance work.
07	Faulty parts and equipment including all electricals like tube lights, bulbs, chokes/ starters are to be replaced/ repaired without charging anything extra towards labour charges. However, all electrical consumables will be supplied by SBILD, Raipur.
08	Cleaning of water Jugs/ glasses/ trays with vim/ peril liquid cleaner and refilling to be done at all the hostel rooms/ guest rooms/ Classrooms/ Director office/ Faculty rooms in the SBILD, Raipur including conference Halls and other places wherever and whenever required.
09	All Cleaning materials of reputed brands approved by the Bank should be supplied by Contractor, within maintenance service contract. <b>(As Per Annexure-I)</b>
10	All toiletries like hand washing soap, tissue papers are to be provided at all the toilets of the Institute except residential accommodation of Director and staff. <b>(As Per Annexure-I)</b>
11	The Contractor shall arrange for & ensure daily cleaning and other services for the entire complex as specified in schedule – II (A). Even if a room or any other area is not being used, the dusting/ cleaning would be done as per schedule.
12	The Contractor will arrange for replacing the towels/ napkins in common areas/ washrooms, twice a week or earlier if required. Towels/ Napkins etc. will be supplied by the Bank.
13	The Contractor shall ensure opening and proper locking of all rooms in all the buildings and in case of any breakage, pilferage of any fixture and/ or furniture, equipment, or other material etc. the responsibility shall be of the Contractor and the Contractor shall be liable to make good the loss.
14	The Contractor shall ensure that all their employees observe cleanliness and wear neat and clean uniforms with plastic name badges, identity cards with photographs and that they are courteous, polite, and prompt while rendering efficient service in their respective areas. The Contractor will have full control over the employees engaged by him. The Contractor shall give necessary guidance and directions to his employees to carry out the jobs assigned. The Contractor will also be responsible for timely payment of their wages and / or dues to his employees, to which they are entitled under the applicable laws. All liabilities arising out of violation of local laws and / or central laws will be Contractor's responsibility.  In case any disobedience, inappropriate behaviour, apathy towards allotted work or any kind of misconduct is observed on the part of any staff of the Contractor, He will immediately replace the employee concerned with a competent and suitable one.
15	The Contractor shall carry out improvements as may be necessary for ensuring satisfactory service and shall take due notice of complaints made by the staff members and/ or Director.
16	The Contractor will ensure upkeep of the water pump, tube well and will liaison with the Municipal authorities/ vendors for smooth supply of water.

17	i)	The Contractor shall be able to comply with all rules and regulations in respect of all the labour laws and statutory requirements, including fire safety regulations and other regulations, which are in vogue or will become applicable in future.
	ii)	The Contractor shall accept and bear full and exclusive liability for the payment of any or all taxes etc., now in force or hereafter imposed, increased and revised from time to time by the Central or State Government or by any other local authority with respect to provision of services or arising out of or in connection with wage, salaries, or other compensations paid or payable to persons employed by the Contractor.
	iii)	The Contractor shall fully comply with all the applicable laws, rules and regulations relating to P.F. Act including the payment of P.F. contributions, Payment of Bonus Act, Minimum Wages Act, Workmen's Compensation Act, ESI, CL(R&A) Act, Essential Commodities Act, Migrant Labour Act and' or such other Acts or Laws or regulations passed by the Central & State, Municipal and Local Government agency or authority, including T.D.S. as per I.T. Act, applicable from time to time.
	iv)	The Contractor shall be responsible for proper maintenance of all Registers, Records and Accounts as required under the applicable laws/ statutory provisions and' or Rules/ Regulations framed there under. The Contractor shall be responsible for maintaining records pertaining to payment of Wages Act and also for depositing the P.F. contributions, ESI contribution if required, with authorities concerned. Penalties, if any, imposed by the concerned authorities will be recovered from the payments to be made to the contractor.
	v)	The Contractor shall bind himself and shall indemnify and hold the Institute harmless, in respect of this contract, including all claims, damages proceedings, Costs, charges and or any expenses whatsoever which may be imposed, enforced or brought against the Institute or any of its Officers or employees for reasons of or consequent upon any breach or default on the part of contract or in respect of violation of any of the provisions of Law/ Act/ Rules or Regulations having the force of Law or under any Award or decision by any competent Tribunal, Court or Authority in respect of the workmen or any one employed engaged by the Contractor in connection with this contract. This indemnity shall survive even after termination of the contract.
	vi)	The Contractor shall be responsible for all the claims of his employees and the employees of the Contractor shall not make and claim whatsoever against the Institute. The Contractor's workmen will not have any right whatsoever to get absorbed in the State Bank of India.
	vii)	The Contractor shall engage fully trained and adequately experienced workmen, who are medically fit. They should be free from any infections.
	viii)	The Contractor shall obtain adequate insurance policy/ policies in respect of his workmen to be engaged for the work, towards meeting the liability of compensation arising out of death/ injury / disablement at work etc. The Contractor shall provide weekly off/ holidays to his workmen as per applicable laws/ labour laws, but it will be his responsibility to ensure uninterrupted services to the Bank on all days.

	ix)	House - keeping and maintenance services are to be done in such timings that the working of the Institute is not disturbed in any way. Providing Attendant's services for arranging repairing services for Washing machines, refrigerators, coolers, microwave ovens etc. used at the Institute whenever required.
18		In case the Contractor, or any of his employees, fails to fulfil his obligations for any day or any number of days to the satisfaction of the Bank, for any reason whatsoever, the contractor shall pay by way of liquidated damages up to Rs.5000/- per instance and the Bank shall without prejudice to its other rights and remedies, shall be entitled to deduct such damages from the money, if any, payable to the Contractor.
19		The Contractor shall bear all the costs and expenses in respect of all charges, including stamp duty, registration etc. of this agreement and/or any other documents/agreements, which are required to be executed.
20		Maintain liaison with BSNL/ Airtel etc. for upkeep of all telephone lines of the Institute.
21		Arranging sound system and flexes at Bank's cost on special occasions.
22		Maintaining liaison with electricity department/ IMC for immediate attending to any problem.
23		Shifting of furniture from one building to another building and from one floor to other floors (i.e., tables, chairs, storage units, cup boards, computer peripherals, electrical items, files etc.) in the Campus.
24		The Contractor's, rate shall remain firm throughout the contract period.
25		Filling of Wax in Shoe Polishing Machines wherever they are kept.
26		Cleaning of Solar Water Heater panel on all the buildings in the campus. Arranging cleaning of all the water storage facilities/ tanks at Bank's cost as and when required.
27		The Contractor shall provide the following machineries and to be placed at Campus under his custody:
	i)	Industrial Heavy Duty Wet & Dry Vacuum Cleaners.
	ii)	Shampooing Machine.
	iii)	Scrubber Machine.
	iv)	Jet Pressure Cleaning Machine.
	v)	Drilling machine for electrical/ carpentry works.
	vi)	Electrical tools and Multi meter for voltage/ current resistance.
	vii)	Crimping tools.
	viii)	Rat catching cages and other equipments.
	ix)	Plumbing equipments with emergency requirements.
	x)	Sprayer for pest control.
28		The Contractor will be responsible to attend to all complaints/ requirements within the purview of the contract. He will also be responsible to communicate immediately any complaint of sickness, mishap accident etc. to the Administration. Complaint Register/ Suggestion Register and First Aid Box to be provided by the SBILD, Raipur will be made available at the Reception Counter and in Admin Department.



29	<b>(a)</b>	<p>All the labourers of the Contractor should report for duty to the Contractor's Supervisor.</p> <p>All the labourers of the Contractor may be supplied with Id Card by the Contractor and photocopies of the Id cards should be handed over to us for identification and verification by Security guards at the time of entry. All the labourers of the Contractor should always wear the Identity card inside the complex.</p>
	<b>(b)</b>	<p>A system of checking the quality of services by the Contractor will be as under: -</p> <ul style="list-style-type: none"> <li>i) Supervisor of the Contractor will visit all the sites at Campus with Dy. Manager (Admin) once in a week at convenient time preferably in the evening and record their findings on a register (format to be prescribed), where Dy. Manager (Admin) will also sign.</li> <li>ii) Supervisor of the Contractor will arrange to obtain a weekly certificate on a register regarding the Jobs done by his labours at all the sites.</li> <li>iii) Supervisor of the Contractor will also visit the pathways at Campus along with Dy. Manager (Admin) and record their findings on the prescribed register on cleanliness of the open area in the campus area and daily completion of other contract works for all the sites.</li> <li>iv) The above registers will be maintained at the Admin Department. As per records of the registers AGM (Director) will arrange to impose penalty at the time of release of payment to the Contractor every month. Each deficiency should attract minimum penalty of Rs.5000/- per instance.</li> </ul>
30	<b>Responsibility of the Contractor.</b>	
	<b>(a)</b>	<ul style="list-style-type: none"> <li>(i) Contractor must have a valid license under Shops &amp; Establishment Act, 1988 (that regulates working conditions and employment conditions of the employees). The Registration certificate is issued by Labour Dept. of the State for a calendar year and it has to be got reviewed by the Contractor every year.</li> <li>(ii) The Contractor shall arrange to obtain license from the appropriate authority under Contract Labour (R &amp; A) Act Rules 1971 by applying a form IV on the basis of form V issued by the Admin Department (if applicable).</li> <li>(iii) Contractor has to maintain Register for contract labour on Form 13 and submit half yearly returns to the ALC of labour/ licensing officer. In case of default, the P.E. (Principal Employer) is held accountable and liable for prosecution. Every Contractor shall issue employment Card to his Labours form XIV within 3 days of employment.</li> <li>(iv) The Contractor has to pay the minimum wages (Central Government wages) to his employees and shall also pay ESI and PF contributions and comply with all rules and regulations.</li> <li>(v) The Contractor must maintain the following register: - <ul style="list-style-type: none"> <li>a) Attendance Register on form XVI (16).</li> <li>b) Wages Register on form XVII (17)</li> <li>c) Leave Register.</li> </ul> </li> </ul>

		<p>d) Overtime Register on form XXIII</p> <p>e) Register of fines on form XXI (21)</p> <p>f) Register of advances on form XXII (22)</p> <p>g) Register of deductions on account of damage or loss caused to the employees on form XX.</p> <p>h) Register for Contract employees on form 13.</p> <p>i) Contractor shall submit half yearly return before 30 days of completion of half year for the previous half year on form XXIV.</p> <p>j) Register of overtime in form XXIII (23).</p> <p>k) Every Contractor shall issue a wage slip on form XXIX (29) his employee at last 1 day prior to disbursement of wages.</p> <p>l) All the records to be retained for a period of 3 calendar years.</p> <p>m) Contractor shall possess own ESI code number and remit of ESI contribution before 20th of every month and submit a copy of the challan to the Estate Dept.</p> <p>n) Every Contractor shall maintain an Inspection book in which the Inspector visiting may record his remarks. The Inspection book shall be of 18 x 15 cm size bind book. The first page of the book shall contain the following particulars:</p> <ol style="list-style-type: none"> <li>1. Name and address of the establishment.</li> <li>2. Registration No.</li> <li>3. Name of employees.</li> <li>4. Father's name.</li> <li>5. Postal address.</li> </ol>
	(b)	Contractor shall maintain the First Aid Box in the Establishment with the prescribed contents.
	(c)	The contractor shall abide by "The Prohibition of Employment as Manual Scavengers and their Rehabilitation Act-2013"

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

**SCHEDULE II (A)**

S.No.	SPECIFIC DETAILS OF JOB WORKS	* D	* W	* M
1	Up keeping and sprucing of all internal common areas including lobbies, cabins, etc. forming part of the premises.	✓		
2	Cleaning of tables, chairs and other furniture in the cabins, rooms, common and public areas etc. and wiping cleaning all white Boards of meeting / conference / classrooms.	✓		
3	Sweeping, mopping of hard surface of all the floors at least 2 times a day.	✓		
4	Cleaning of ceiling, others wall fixture, including light fittings, portable fire extinguishers display boards, clock, water coolers, removal of cobwebs from ceilings and walls.		✓	
5	Cleaning waste baskets and removal of garbage from all the rooms/ places in the buildings as well as premises.	✓		
6	Cleaning and maintenance of windowpanes, wire mesh on windows/ ventilators/ skylights and compound walls.			✓
7	Cleaning of wall skirting.			✓
8	Cleaning of glass or other partition / screens, curtains washing, blends etc.		✓	
9	Cleaning of switches, switch plates etc.		✓	
10	Cleaning and dusting of doors and cup boards	✓		
11	To take care luggage of the participants/ guest from reception counter to their allotted room and vice-versa.	✓		
12	Cleaning of all other general toilets at all the floors in all the building at least 2 times a day	✓		
13	Cleaning of terrace, fans, and electrical fittings of all the buildings including Residential buildings			✓
14	Cleaning of overhead tanks, sumps. Including residential buildings			✓
15	Vacuum Cleaning/ Shampooing of carpet/ sofa sets/ chairs placed at Director's cabin/ Conference Hall/ Board Room/ Guest House/ Faculty Rooms/ Classrooms.			✓
16	Floor scrubbing with machine			✓

17	Cleaning of water glasses/ water jugs, filling in fresh water at all the chambers/ cabins/ rooms in all the buildings/ hostel rooms, etc., providing drinking water at Board room, chambers/ Director's chamber, Faculty Rooms, Video Conference Room, and at other places wherever required.	✓		
18	Cleaning of decorative items on the walls/ floors/ tables.	✓		
19	Polishing of metal decorative items/ metal surfaces.			✓
20	Collecting and removal of garbage/ rubbish out of the Bank's premises as per the IMC jurisdiction.	✓		
21	Spraying of disinfectants etc., spreading of Vamicol coloured cubes at all toilets.	✓		
22	Exterior Cleaning of Chajjas, fins, sun sheds, rooftops, window glasses (internal / external) of all buildings including residential quarters			✓
23	Shampooing of cushions, carpets, sofa sets, office chairs etc.			✓
24	Deodorants spraying – chambers/ Director's chamber/ Board Room/ Conference Hall, all hostel rooms etc. & changing of hand towels etc.,	✓		
25	Switching on and off fans, lights, ACs including package units	✓		
26	To collect waste/ rubbish from each and every room and disposal to dumping ground.	✓		
27	Collecting/ gathering wastes/ dirt/ plastic wastes/ fallen leaves and disposing the same at the dustbins/ pits/ dumping grounds and removing entire garbage from the Banks premises/ campus by with help of Nagar Nigam. Collecting green waste, i.e. plant leaves, green stems etc. and putting them in shedder/ racks. Collecting food waste from canteen and putting it in processing machine at waste management plant. Operation and Supervision of functioning of waste management plant, taking out processed organic fertilisers from racks and food waste processing machine, packing it in bags.	✓		
28	Change of indoor decorative plants in the pots at the places in all the buildings.		✓	
29	Vacuum cleaning of racks, almirahs, books cases and the books/ files/ paper/ stationary.			✓

30	Changing the flowers in the flower vases, cleaning the potted plants in the Board Room/ chambers/ Director's chamber/ Conference Room etc. and any other place.	✓		
31	Cleaning of water coolers installed at all the buildings.	✓		
32	Cleaning of Shoe Polishing Machines and filling with liquid shoe shiner in the machine.	✓		
33	Removing of Garbage from each quarter	✓		
34	Sweeping and mopping of common areas in residential area	✓		
35	Disposal of garbage after segregating the Dry & Wet garbage as per IMC from the Campus to outside IMC garbage dumping area.	✓		
36	Collection of old newspapers, bundling & shifting to Specified place.	✓		
37	All items related to Computer (Monitor, CPU, Keyboard, Mouse, Telephone instrument etc.) are to be cleaned thoroughly and sanitized.	✓		
38	Cleaning & maintenance of existing garden, lawns, indoor & outdoor seasonal planted plants, trimming of trees, planting of trees, flowers plants & other plants, maintaining nursery of plants inside the Institute campus as stated in Schedule – 1. Watering the plants/ hedges/ shrubs. Soiling / top soiling the flower beds/ lawns.	✓		
39	Reception work at administrative area/ recording of arrival and departure of participants and rooms allotment handing over etc. of study materials, handing over/ collecting back of Hostel Room keys etc	✓		
40	Sweeping/ Cleaning the garden areas comprising of internal roads/ pathways, lawns flower beds, hedges, parks, pathway and rocks, slopes, car, Scooter and bike parking areas, meter rooms etc.	✓		
41	Removing the dry leaves, dry branches / barks of tree/ waste plastic bottles/ containers/ bags/ and disposing in the dustbins/ waste pits/ dumping ground.	✓		
42	Spreading and spraying disinfectants, fungicides and applying fertilizers.	✓		
43	Developing flower beds, planting, sowing, raking mulching, cutting stems for vegetative propagation, pruning.	✓		

44	De-weeding and removing cut- worms manually and by spraying medicines.	✓		
45	Removing water logging, carcass (as and when required)	✓		
46	Colouring pots (earthen pot at garden), border bricks and bottom of trees. Cost of the materials will be reimbursed by the Bank.			✓
47	Cleaning, dusting of electrical and telephone shafts, starters, pumps, panel boards, cable racks etc. Changing of fused tubes, replacing bulbs, tube lights wherever/ whenever required at Bank's cost in all the buildings including residential quarters. To clean and lubricate fans, exhaust fans, wherever/ whenever required. Switching off all the lights and fans in all the buildings soon after the employees/ officials/ participants leaves their seats/ building/ rooms/ premises.			✓
48	The pest control of SBILD,Raipur including Hostels, Office Buildings, Residential houses, Guest House, Director's residence, drainage for eradication of cockroaches, moths, spiders, fleas, houseflies, mosquitoes, etc. will be taken care twice in a month basis.  Special high quality Rodent Treatment will have to be undertaken by the contractor on an ongoing basis and monthly basis to protect the highly sensitive electronic machines/ equipments, computers, wires, servers and other equipments that have been installed/ located in the premises, from rodents / band coat, as also to prevent rodents in the false ceiling areas. The Contractor shall guarantee that after carrying out the high-quality Rodent Treatment, no damage would be caused to the Bank's equipment. In the event any damage is caused, the contractor shall be responsible for the losses caused and shall be required to make good the losses.			twice in a month
49	Keeping in view the greenery in the campus, treatment like fogging etc. to control houseflies, mosquitoes to be done as and when needed but atleast twice in a week. All pest control activities are to be done inside as well as outside of the buildings. Termite		twice in a week	

	treatment is to be done after taking advice from an expert.			
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**\*Periodicity**

Note:

- (1) The contractor will ensure that the cleaning and other maintenance activities in the institute campus are conducted on all days of the week. Contractor will make arrangement for weekly off to be given to the workers.
- (2) Under any circumstances the collected wastes should not be burnt or dumped inside the campus. In case of any such instance is observed, the Contractor shall be penalized by Rs.5000/- per instance.
- (3) The Contractor will ensure that no Acid or similar cleansing agent/material should be used in the process of cleaning of CP/Brass fittings. Any damages caused on account of violations shall be at the contractor's cost and risk. The contractor shall be responsible for replacement of such damaged fittings/fixtures with same brand/model fixtures at their own cost.
- (4) The contractor has to take necessary safety precautions for their labourer by wearing personal protective equipment like safety belt, safety helmet, shoes, etc. while executing the work in the ducts, chajjas etc.

## **Annexure I**

**List of Materials:** The contractor should use quality materials required for cleaning and proper upkeep of the premises.

- Hand wash liquid soap. (Savlon/ Dettol/ Lifebuoy).
- Room Insecticide spray (Baygon/ Hit).
- Naphthalene balls, V Screen
- Phenyl (perfumed) (Domex / Lizol)
- Floor / toilet / wash basin cleansing materials.
- Toilet deep cleansing liquid/ detergents.
- Washroom air freshener (Odonil, Godrej)
- Room deodorant.
- Detergents near cloth Washing Machine to be placed.
- Fumigation chemicals for open area.
- Liquid Shoe Shiner
- Tissue paper Rolls and M fold Tissue papers in all the toilets
- Liquid dish washer (vim/ pril)
- All the items required for House Keeping & cleaning like Duster Cloths, Moping cloths, brooms, wipers etc.

The Contractor should procure adequate quantity of consumables required for cleaning/ maintenance. Any other specific brand will be used other than specified above will be used after obtaining necessary approval from the admin department.



**Information regarding sharing of cost by vendor as well as the bank:**

**Cost of following items/ consumables to be borne by the vendor:**

- i) All labour costs inclusive of EPF/ESI/Medical etc. Cost of ID cards,
- ii) Cost of all cleaning materials, moping clothes, brooms, scrubbers etc.
- iii) Cost of Soaps, hand wash, phenyl, nepheline balls etc. for bathrooms, air fresheners, room disinfectants, tissue papers.
- iv) Cost of mosquito repellants, (all-out/ goodnight etc.).
- v) Material and labour cost for pest control/Termite/Cockroach/Rodent Treatment
- vi) Labour cost for garden maintenance and waste management plant.
- vii) All labour charges, services for maintenance activities.

**Cost of the following items/consumables to be borne by the Bank:**

- i) Laundry charges for washing of towels, bedsheets, pillow covers etc.
- ii) Cost of plants, medicine, pesticides, seeds, related to garden maintenance.
- iii) Cost of kits supplied in guest houses.
- iv) Cost of consumable/fittings in electrical, carpenter

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

To,

**The Director,  
State Bank Institute of Learning and Development,  
Ramnagar, Near Karma Chowk, Kota Road Raipur (Chattisgarh)**

Sir,

Our Bid for \_\_\_\_\_

We submit our Bid Document herewith. We understand that

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

**II CERTIFICATE:**

I/We read and understood all conditions and requirements of State Bank Institute of Learning and Development (SBILD), Raipur, Ramnagar, Near Karma Chowk, Kota Road Raipur (Chattisgarh) for providing Facility Management Service.

Yours faithfully,

For:

Signature:

Name:

Seal of Company

**2. Eligibility Criteria:**

- a) Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents wherever it is required. 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	<p>The Bidder must be a Firm / Proprietary / Partnership / Company registered under companies ACT, with an experience of <b>minimum 5 years</b> in the field of, Facility management services, Housekeeping, Maintenance &amp; Gardening preceding the date of this notice inviting tenders, <b>should be related to the Training Institutions</b> having their rating system for the vendor work at one single location of State Bank of India/ Public Sector Bank/ Public Sector Undertaking with minimum of 60 participants per day with hostel accommodation.</p>	<p>In case of Proprietorship concerns copy of Shop License / Registration certificate and the GST Registration certificate.</p> <p>In case of firms, copy of the firm registration certificate and GST registration.</p> <p>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.</p>
2	<p>Three Similar Completed works each one having "Annual Contract Value" not less than Rs.20.00 lacs during past three years.</p> <p style="text-align: center;"><b>OR</b></p> <p>Two Similar Completed works each one having "Annual Contract Value" not less than Rs.30.00 lacs during past three years.</p> <p style="text-align: center;"><b>OR</b></p> <p>One Similar Completed works having "Annual Contract Value" not less than Rs.50.00 lacs during past three years</p> <p>Note: "Similar Completed work" under this clause shall mean successful completion of Facility Management Services work at the training Institutes of State Bank of India/ Public Sector Banks/ Public Sector Undertaking.</p>	<p>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 01/04/2018 to 31/03/2021:</p> <ol style="list-style-type: none"> <li>1. Scope of work</li> <li>2. Contract Value</li> <li>3. Area of the Building</li> <li>4. No of staff deployed by the Contractor for the Contract. (please provide the breakup/proof of skilled, semi-skilled, un-skilled employed)</li> <li>5. Period of the Contract.</li> <li>6. Monthly payment.</li> </ol>
3	<p>The Bidder should have a minimum average annual turnover of Rs.40.00 Lakhs in at least three years out of last five years as on 31.03.2022 in connection with FMS, Housekeeping &amp; maintenance field.</p>	<p>(i) Copies of the audited P&amp;L account and Balance Sheet duly certified by the Chartered Accountant including 3CA / CD and auditor notes and accounts.</p>

	Audited Balance sheet Certified by Chartered Accountant for the financial years establishing the turnover criteria should be submitted.	(ii) Copies of returns submitted to the Tax authorities such as IT and Service Tax etc. (iii) Copies of returns submitted to the Labour Commissioner.
4	The Bidders should not have incurred loss in last preceding three years ending on 31st March 2021.	Affidavit to be submitted.
5	The applicant should have a solvency of Rs.25 Lacs certified by a Scheduled Commercial Bank. The Solvency Certificate should not have been obtained earlier than 1st January 2022 or Bank statement having average balance of Rs.25 Lacs as on 31.03.2021.	Solvency Certificate should be attached.
6	Tenderers should have applicable and valid registrations with statutory authorities, viz. Income Tax, Goods and 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 attached.
7	The tenderer should have constituted a sexual harassment Committee under the sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act 2013.	Suitable declaration to this effect to be submitted on the letter head of the bidder duly signed by the Authorized Signatory only.
8	Bidder should have Office at Raipur or should be able to open office at Raipur within two months of receiving work order.	Address Proof of the firm should be submitted.
9	Bidder should not have been disqualified / debarred/ blacklisted from any Banks including any of the Offices/ Branch of State Bank Of India/ Public Sector Bank/ Public Sector Undertaking PAN India or not involved in any illegal activity or financial frauds.	Suitable declaration to this effect to be submitted on the letter head of the firm duly signed by the Authorized Signatory only.
10	Bidders should not have any pending adverse Past/Present litigations, disputes and have not been Blacklisted / disqualified/ debarred/ terminated for deficiency in service otherwise the bidder will be disqualified at the sole discretion of the Bank.	Affidavit to be submitted.

11	The Bidders should not have any Service Level Agreement pending to be signed with institutions for more than 6 months from the date of issue of purchase order issued by any such institutions as on the date of Bid submission.	Affidavit to be submitted.
12	Bidder should be able to provide 24x7 services on required basis.	Undertaking to be submitted.
13	Names of any two references & their addresses with the Contact Nos.	Self-Attested copy of Aadhar and PAN to be enclosed.

Signature  
Seal of Company

**TECHNICAL BID EVALUATION MATRIX****TECHNICAL BID EVALUATION:**

Maximum Score for Part-I of Technical Bid Evaluation: **100 Marks**

Minimum marks required for qualifying in the Part-I (Technical Bid Evaluation): **60 Marks**

1. Technical bid of the Bidder will be evaluated on the basis of the information duly supported by the documents submitted and on the basis of the following evaluation matrix.
2. During the Technical evaluation, each bidder will be assigned marks, out of total of 100 marks, as per the criteria below: -

(i)	<b>Place of Registration:</b> <ul style="list-style-type: none"> <li>• Registered/Corporate Office / Branch in Raipur</li> <li>• Office outside Raipur</li> </ul>	(Max 5 Marks): 5 Marks  2 Marks	<b>Supporting Documents to be submitted:</b> Copy of Gumasta etc.
(ii)	Total Number of Years in Operations in similar field. <ul style="list-style-type: none"> <li>• 5 years and up to 7 years</li> <li>• More than 7 years and up to 10 years</li> <li>• More than 10 years</li> </ul>	(Max 10 Marks):  5 Marks 7 Marks 10 Marks	Registrations/ Proofs/ Business commencements.
(iii)	Average Annual Turnover of Project Cost for preceding 3 years <ul style="list-style-type: none"> <li>• More than 40 Lacs and upto 60 Lacs</li> <li>• More than 60 Lacs and upto 80 Lacs</li> <li>• More than 80 Lacs</li> </ul>	(Max 10 Marks):  5 Marks 8 Marks 10 Marks	Copy of the audited Balance Sheet and /or Certificates of the Chartered accountant for preceding three years
(iv)	Total value of similar projects completed in last 03 Years <ul style="list-style-type: none"> <li>• Less than 01 Crore</li> <li>• 01 to 02 Crores</li> <li>• More than 02 Crores</li> </ul>	(Max 10 Marks):  3 Marks 5 Marks 10 Marks	Copy of the order and/ or Certification of the Completion of the work.
(v)	Value of Single Largest Project Completed in Last 3 Years for the similar field <ul style="list-style-type: none"> <li>• More than 40 Lacs and upto 60 Lacs</li> <li>• More than 60 Lacs and upto 80 Lacs</li> <li>• More than 80 Lacs</li> </ul>	(Max 10 Marks):  3 Marks 7 Marks 10 Marks	Supporting documents/proofs if any.

(vi)	Value of Single Largest Project in Hand <ul style="list-style-type: none"> <li>• More than 40 Lacs and upto 50 Lacs</li> <li>• More than 50 Lacs and upto 70 Lacs</li> <li>• More than 70 Lacs</li> </ul>	(Max 10 Marks):  3 Marks  7 Marks 10 Marks	Supporting documents/proofs if any.
(vii)	Performance Certificate from the Banks/ Organisations of SBI. (a) If outstanding Performance Certificate for project above 100 lacs from the Principal Employer. (b) If outstanding Performance Submitted above 75 lacs from the Principal Employer. (c) If outstanding Performance Submitted upto 75 lacs from the Principal Employer. (d) No Certificate submitted	(Max 10 Marks):  10 Marks  8 Marks  5 Marks  No Marks	Supporting documents/proofs if any.
(viii)	Constitution of Firm <ul style="list-style-type: none"> <li>• Public Limited</li> <li>• Private Limited / LLP</li> <li>• Partnership</li> <li>• Others</li> </ul>	(Max 5 Marks): 5 Marks 4 Marks 3 Marks 2 Marks	Copy of the Bye law/Certificates of incorporation issued by Registrar of the companies along Memorandum of Article of Association and full addressee of the registered office/ Partnership deed.
(ix)	The Bidder should be profitable organization (on the basis of operating Profit/ PBT/ PAT as per the past 3 Financial Year) Net profit upto Rs.5.00 Lacs Net profit more than Rs.5.00 to 10 Lacs Net profit more than Rs.10.00 Lacs	(Max 10 Marks)  5 Marks 8 Marks 10 Marks	Copy of the audited Balance Sheet along with Profit & Loss statement for corresponding years and/or Certificates of the Chartered accountant.
(x)	Area in square feet serviced in any single organization for housekeeping, maintenance & facility management contract in between <b>01/04/2018 to 31/03/2023</b> located at Madhya Pradesh/ Chhattisgarh. >1.50 lac sq.ft. >1.00 lac sq.ft. but<=1.50 lac sq.ft. >0.50 lac sq.ft. but<=1.00 lac sq.ft.	(Maximum marks) 10   10 Marks 8 Marks 5 Marks	Supporting documents/proofs if any.
(xi)	No. of Employees on payroll in Facility Management Services as on <b>31/03/2023</b> . >40 >20 but <=40 <= 20	(Maximum marks) 10 10 Marks 8 Marks 5 Marks	Supporting documents/proofs if any.

Maximum Score for Part-I of Technical Bid Evaluation: 100 marks  
Minimum marks required for qualifying in the Part-I (Technical Bid Evaluation): 60  
Marks.

The bidder has to obtain minimum qualification marks in Part-I of TECHNICAL BID EVALUATION (MATRIX) for opening of the price bid.

Note: The Bank will use criteria and information in addition to what has been asked above for evaluation. This would include, but may not be limited to, verification of references given by the contractor, evaluation of contractor's existing work by making site visits, etc.

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

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

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

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

**[DULY AUTHORIZED SIGNATORY]**



**BIDDER'S INFORMATION**

Details of the Bidder

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

Signature

Seal of Company

**MINIMUM MANPOWER REQUIREMENT EXPECTED FOR FMS.**

Description of Manpower	Nature of work	Minimum Number proposed	Timings
Supervisor (Semi Skilled) 5 years' experience in the same field.	Supervise entire housekeeping, maintenance of hostel, cleaning of entire campus and maintenance of Garden. Supervising minor electrical, plumbing, carpentry work.	3	As per the instructions of the Institute time to time.
Receptionist (Skilled)	Maintenance of Reception desk and co-ordinating with staff working in hostel. Should be fluent in English and Hindi (minimum 1 female)	0	
Housekeepers (Unskilled)	Room maintenance and other maintenance activity as mentioned above	4	
Sweepers (Un-Skilled)	Cleaning of the entire campus as mentioned above.	2	
Gardener Mali (Semi-Skilled) & Garden helper (Un-Skilled)	For upkeep of Garden and waste management plant.	0	
Guest House Attendant (Un-skilled)	To attend the Guest/ visiting Faculty	0	
Plumber (Skilled)	To attend complaints related to minor repair work.	0	

# As decided by the Institute

**Total 9****NOTE:**

The Contractor will ensure that some of the employees mentioned above are experienced electrician/ Carpenter (for minor repairing jobs).

**Bidder should include cost for cleansing material, Chemicals for rodent/ Pest/ Insect control etc as per Annexure – 1, lump sum payment towards the cost such as Insurance, personal protective equipment, uniforms, consumables, required tools & machineries 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.**

**\*Manpower requirement is indicative. It may vary as per actual need.**

The bank has fixed a base price below which tender would not be accepted. Based on the consolidated amount quoted in the price bid, the bidder who has quoted the lowest consolidated amount will be declared as L-1 and the remaining bidders will be ranked as L-2, L-3, L-4 and so on, in the order of the amount they quoted. The L-1 consolidated price will be the lowest of price

bid amount quoted. In case, for any reasons L-1 bid is rejected / backs off, the bank may award the contract to L-2, provided L-2 agrees to match L-1 prices and so on.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021

For and on behalf of \_\_\_\_\_  
(With seal)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_