

STATE BANK OF INDIA

**ENGAGEMENT OF OUTSOURCING AGENCY THROUGH GeM PORTAL FOR
HOUSE-KEEPING AND MAINTENANCE SERVICES AT LHO GUWAHATI AND
OTHER PREMISES OF LHO GUWAHATI**

**INVITES ON-LINE TENDERS
THROUGH GEM PORTAL**

Sl. No.	Description	
(a)	Tender Name	Engagement of outsourcing agency through gem portal for housekeeping and maintenance services at L.H.O. Guwahati and other premises of L.H.O. Guwahati.
(b)	Last date of submission of tender	As mentioned on Gem portal
(c)	Date & Time Pre-Bid Meeting	As mentioned on Gem portal
(d)	Gem Bid Number	GEM/2024/B/4648590

ASSISTANT GENERAL MANAGER (PREMISES & ESTATE),

STATE BANK OF INDIA

LOCAL HEAD OFFICE, GUWAHATI

DISPUR,

ASSAM-781005

INTRODUCTION:

State Bank of India (SBI), LHO, Guwahati, invites tenders in two Bids system on **GEM portal** from interested, experienced and eligible vendors for Engagement of outsourcing agency through GEM portal for housekeeping and maintenance services at Local Head Office, Guwahati and other premises of Local Head Office, Guwahati, on contractual basis for a period of 2 years as under: -

i)	Name of the Work	:	Engagement of outsourcing agency through gem portal for housekeeping and maintenance services at L.H.O. Guwahati and other premises of L.H.O. Guwahati on contractual basis for a period of 2 years.
ii)	Scope of the Work	:	Cleaning and Housekeeping at L.H.O. Guwahati and other premises of L.H.O. Guwahati.
iii)	Nodal Department	:	Assistant General Manager (Premises & Estate), Local Head Office, Guwhati Dispur, Assam-781006
iv)	Availability of Application cum EOI documents	:	GEM portal and Bank website https://sbi.co.in under “SBI in the news/procurement news.
v)	Technical Bid	:	The Application cum EOI (Hard copy) duly filled, signed and stamped in each page by the applicant as token of acceptance of all the terms & conditions stipulated here with all supporting documents as mentioned in this document should be uploaded on GEM portal on or before last date of submission of tender.
vi)	<u>Earnest Money Deposit (EMD)</u>	:	Rs 1,68,000 (One Lakh Sixty Eight Thousand) only.
vii)	Date & Time of opening of Technical Bids	:	As mentioned on GEM Portal .
viii)	Notes:		
a)	Vendors who do not fulfill the minimum eligibility criteria need not apply. Any incomplete application and / or not fulfilling the minimum eligibility criteria will be summarily rejected. Moreover, the conditional tenders are liable for rejection.		
b)	All pages of the tender documents should be serially numbered and signed by the authorized person(s) of the applicant only. The authorized person(s) signing the bid shall sign all pages of the bid and official stamp should be affixed on each page.		
c)	Applicants are advised to fill in the details asked for strictly as per the enclosed forms. Applications may be rejected if relevant details are not furnished in prescribed format and also which do not meet the qualification requirements.		
d)	The SBI reserves the right to cancel or postpone or modify the tender at any stage without assigning any reason thereof.		
(For and on behalf of State Bank of India) ASSISTANT GENERAL MANAGER (Premises & Estate),			

INSTRUCTIONS TO BIDDER

- 1.0 Purpose:** Engagement of outsourcing agency through gem portal for housekeeping and maintenance services at L.H.O. Guwahati and other premises of L.H.O. Guwahati on contractual basis for a period of 2 years. The details are given in scope of work of the tender.
- 2.0 Invitation:** The bidders desirous of taking up the project for supply of above Services for SBI are invited to submit their technical and commercial proposal in response to this Tender on GEM portal. The criteria and the actual process of evaluation and subsequent selection of the successful bidder (L1) will be entirely at Bank's discretion. We seek proposal from the Bidders who have the necessary experience, capability & expertise to provide Housekeeping and Maintenance services adhering to Bank's requirement outlined in Bid Evaluation Criteria (BEC) of 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.
- 3.0 Eligibility Criteria:** Bid is open to all Bidders fulfilling the eligibility criteria as per the Bid evaluation criteria (BEC).
- 4.0 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, 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 State Bank of India 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 and amend or supplement the information in this Tender. No contractual obligation whatsoever shall arise from the tender process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.

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

Bank reserves the right to reject any Bid on security and / or other considerations without assigning any reason.

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

The bidding document provides overview of the requirements, bidding procedures and contact terms. It includes Introduction, Instructions to Bidder, General terms & conditions, Scope of work, Bid Evaluation Criteria, Application form, annexure and Price bid.

The Bidder is expected to examine all instructions, statements, terms and specifications in the bidding document. Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid. Bank 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, Bank is entitled to issue corrigendum to tender relevant to the Scope of Work. Nothing in this Tender or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in the Tender or any addenda.

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

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

7.0 Format and Signing of Bid:

The bidder should prepare submission as per eligibility criteria, Technical Bid, Price Bid and other requested information.

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

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

8.0 Pre bid meeting: The Bidders requiring any clarification on the bidding documents should submit written queries on or before the pre-bid meeting. Pre bid meeting will be held at the office of Assistant General Manager, Local Head Office, Guwahati, Assam-781005 on the **date and time given on Gem portal**. Bidders who have any queries are instructed to attend the offline pre bid meeting for clarification. **No clarification will be provided through online communication in this regard.**

9.0 At any time prior to the deadline for submission of bids, Bank may modify or alter the bidding document by issuing an amendment on Bank's website and Gem portal.

10.0 Any addendum/corrigendum as well as clarification thus issued shall be a part of the tender documents and it will be assumed that the information contained in the amendment would have been taken into account by the bidder in its tender submission.

11.0 Any clarification issued by SBI will be in the form of an addendum / corrigendum and will be available on Gem portal and SBI's website – <http://sbi.co.in> under "SBI in the news/procurement news". The amendment will be binding on all bidders. SBI, at its discretion may extend the deadline for submission of bids.

- 12.0** The Contractor shall ensure that they are fully conversant with the premises/ building/ complex in question as well as with the business activities thereat and its related manpower requirements for the work specified.
- 13.0** The Bank shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the personnel with prior permission of the SBI, except under emergencies / unavoidable circumstances.
- 14.0** The Contractor shall exercise adequate supervision to ensure proper performance of Services in accordance with the requirements.
- 15.0** The Contractor shall issue identity cards/ identification documents to all its employees.
- 16.0** The personnel of the Contractor shall not be the employees of the SBI and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract.
- 17.0** The Contractor shall also provide at its own cost all benefits; statutory or otherwise to its employees and the Bank shall not have any liability whatsoever on this account.
- 18.0** The details of the machineries proposed to deploy and other technical details can be furnished in the Technical bid by the bidder.
- 19.0** No costs incurred by the applicant in applying, in providing necessary clarifications or attending discussions, conferences or site visits will be reimbursed by the Bank.
- 20.0** Bank reserves its right to reject any / or all the applications without assigning any reasons whatsoever and no correspondence shall be entertained in this regard.
- 21.0** Bidders shall fill in all the required particulars in the blank space provided for this purpose in the tender documents and also sign & stamp in each and every page of the tender document before submitting tender.
- 22.0** The rate should be quoted in Indian Currency only.
- 23.0** In quoting rates, the bidders are advised to take into account all factors including any fluctuations in market rates during the contract period. Please note that the rate quoted in the tender shall remain firm and valid for the contract period of 'TWO YEAR' from the date of commencement of work. During this period no request for enhancement / escalation in rates shall be considered under any circumstances.
- 24.0** The rate quoted by the bidders shall remain firm and shall cover all works mentioned in scope of work of this tender and contractors' profit, transportation charges and all statutory levies, insurance, applicable taxes, and any other statutory component.
- 25.0** The bidders are advised to inspect the site and acquaint themselves with the actual working and prevailing site conditions before quoting the rates.
- 26.0** Please note that it is bidders' responsibility to provide all items which may not be specifically mentioned in the scope of works but are necessary to complete the work and subject services to the satisfaction of the Bank.
- 27.0** The Bank shall not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
- 28.0** No employee of SBI shall be engaged by the contractor during the course of carrying out the works.

- 29.0** If any bidder withdraws his tender before the said period or make any modifications in the original terms and conditions of the tender, the Bank shall, without prejudice to any other right or remedy, be at liberty to cancel such tenders.
- 30.0** The contractor must maintain an attendance register of the persons employed and the same will be inspected daily by the Bank's Officer-in-charge.
- 31.0** If any of the labour employed by the contractor is found to be under performing or any mobilization is found or found under the influence of alcohol or any abusive substance / indecent behaviour reported while on duty, such person/persons shall not be allowed to work at site anymore and the Bank reserves the rights to ask contractors for immediately removal of such person(s) with suitable substitute immediately.
- 32.0** The contractor must submit the Police verification details of all the people deployed by him at site before commencement of work. In case of any replacement during the pendency of the agreement, submission of police verification documents of such replaced staff is to be made available immediately.
- 33.0** The staff deployed at site should be physically fit to handle the works detailed in the scope. The full biodata & ID proof of the staff deployed at site like their full address, educational qualification, age proof, Aadhar card, photograph etc. shall be made available before commencement of work.
- 34.0** No alterations or additions are to be made by the Contractors to the tender document. Violation of this instruction will attract rejection of the tender at the discretion of the Bank.
- 35.0** Tender shall be quoted on the prescribed format only. The tenders quoted in any other format shall be summarily rejected.
- 36.0** Quoted rates per unit being different from those prescribed in the tender shall render the bid disqualified without any claim/explanation.
- 37.0** All the parts of this tender documents i.e., Tender Notice, General rules and Instructions to bidders, offer letter, General conditions of contract, Annexure etc. shall constitute part of the contract document.
- 38.0** The contractor shall follow such Act, rules and regulations of the Local government bodies, State/Central Government labour laws that are in force and that may be framed from time to time for completion of work. SBI shall not be responsible for any infringement of the various statutes in force by the contractor.
- 39.0** The contractor must possess necessary valid Trade License (Housekeeping Service) from statutory authorities within Guwahati, Kamrup Metro of the State of Assam and minimum three years old from the cut-off date of the tender. The expenses in completing the formalities in executing the agreement including expenses towards stamp paper, Registration charges, etc., if any, shall be borne by the contractor.
- 40.0** STATUTORY DEDUCTION towards INCOME TAX, Work Contract Tax and any other statutory deductions as per the law prevalent will be made as per Rules.
- 41.0** **The contractor shall be responsible to ensure making payment of "Prevailing Minimum Wages" as notified by Regional Labour Commissioner (Central) to their labourers/ employees directly in their Bank accounts and shall produce relevant documents to SBI for verification every month along with their monthly bills failing which bills may not be paid.**

42.0 The contractor shall be bound to submit original challans and other documents with regard to payment confirmations of ESIC/EPF/any other statutory dues /compliances/pay slip along with monthly bill to SBI, failing which bill will not be entertained.

43.0 PREQUALIFICATION BID DOCUMENTS & TECHNICAL BID:

The bidders are advised to upload various documents mentioned in Bid evaluation criteria (BEC) of this tender document as technical bid on Gem portal.

Bidder not submitting any one or more documents mentioned in Bid evaluation criteria (BEC) and elsewhere in this document will be rejected in technical bid and price bid of such bidders will not be considered for evaluation.

44.0 No union formation is allowed.

45.0 The contractor shall deploy dedicated Supervisor(s) apart from the required manpower in the State Bank of India, Local Head Office, Guwahati, Dispur, Kamrup Metro Assam-781005, who shall be the first line of contact for SBI and who shall report to the designated officers of SBI for all the requirements. The Supervisor(s) shall personally supervise check and monitor the performance and working of the Cleaner, Plumber, Sweeper, Housekeepers, and other housekeeping personnel engaged by the Contractor on daily basis. The supervisor(s) shall be completely under the payroll of the Contractor whose salary/emoluments' payment will not be reimbursable by the bank. Biodata along with the Mobile numbers of supervisor(s) to be provided immediately on receiving the work order. One dedicated smart phone with sim is to be provided by the contractor to his /her supervisor at contractor expenses. Monthly recharge for SIM card to be done by the contractor.

46.0 The estimated quantity for manpower and machines mentioned in this tender is minimum indicative. It shall, however, be sole responsibility of the contractor to ensure deployment of additional manpower required, if any, for execution of work and services to the utmost satisfaction of client/employer/owner i.e. SBI without any extra charge but within the accepted tender amount only.

47.0 In case, any demand is raised by the Bank for providing additional manpower for any extra work /activity other than those pertaining to the scope of work of the captioned project, the contractor shall make arrangements for the same and cost thereof shall be paid by the Bank on the basis of minimum wages plus 10% handing charges.

48.0 All the chemicals, consumables required for the purpose of providing services will be provided by Bank.

49.0 The Contractor must have a well-established and functional office in Guwahati, Kamrup Metro, in the state of Assam which is not less than 3 years old as on 31.01.2024. A copy of the valid trade license issued by the appropriate authority of Guwahati, Kamup Metro the state of Assam must be enclosed as a proof of establishment of office.

50.0 The Contractor must conduct a health camp for all the outsourced employees on yearly basis and must submit the logbook and attendance records to ensure 100 percent participation in the Health Camp of all the employees under the Contractor engaged in the State Bank of India, Local Head Office, Guwahati, Dispur, Kamrup Metro Assam-781005 and other premises under State Bank of India, Local Head Office, Guwahati, Dispur, Kamrup Metro Assam-781005.

51.0 The Contractor must not have any pending litigation or complain or disputes for non-compliance of any norms of any nature of the acts mentioned in Annexure-I of the Service Level Agreement.

52.0 The Contractor must ensure the supply of minimum 2 pair of Winter Clothes (Both Ladies and Gents), 2 pair of Uniforms (Both Ladies and Gents), 2 pair of Shoes (Both Ladies and Gents) on yearly basis along with the necessary protective gears (Both Ladies and Gents) as per the nature of work on time to time. The expenses of the same must be borne by the Contractor which is not reimbursable by the Bank.

53.0 The Contractor, even after the expiry of the period of contract will have to provide the service at the discretion of the Bank for a period of another 3 (Three) months or till the selection of the new contractor by the bank whichever is earlier on the same rate and terms and conditions. The Contractor may, after giving three months' notice to the Bank in advance to terminate the contract, if he so desires at any time during the course of the currency of this agreement. Extension/Renewal for 1(One) year if required with similar terms on expiry of the current contract period, within sole discretion of the Bank, on the same terms and conditions subject to satisfactory performance of the Contractor.

The extension/renewal of contract is to the entire discretion of the Bank and cannot be claimed as right of the Contractor.

54.0 The Contractor shall disburse salary to its deployed manpower as per Central Govt. minimum wages Act latest by 07th 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 accompanied by the attendance sheet, salary slips, wage register, EPF statements & EPF challan & EPF TRRN payment confirmation receipt and ESI statements and ESI challan copy of the preceding month of the contract labours shall be submitted to the Bank along with the bills, sealed and signed by the Contractor or the respective signatories as per board resolution (if applicable) before 15th of the next month.

55.0 A copy of the ESIC cards of all the labours deployed by the contractor must be submitted to the bank within 2 months of the commencement of the contract.

TERMS AND CONDITIONS OF THE CONTRACT

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

- **‘The Contract’** means the documents forming the tender and acceptance thereof and the formal agreement executed between Bank and the contractor, together with the documents referred to therein including these conditions and other instructions issued by the Employer from time to time and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- **‘Employer’** means State Bank of India, Local Head Office, Guwahati, Dispur, Kamrup Metro, Pin-781005, Assam.
- **‘Competent Authority’** means authority nominated to exercise power of approval, sanction and acceptance concerning administrative, financial and technical aspects of transactions done on behalf of the Bank.
- **‘The Contractor or Contractors’** means the firm, company or person engaged by the Bank to carry out the work. It shall also include their legal representative(s), successors or assigns.
- **‘Site’** means State Bank of India, Local Head Office, Guwahati and other premises of State Bank of India, Local Head Office, Guwahati where the works are to be carried out.
- **‘Contract value’** means the value of the entire work as stipulated in the work order conveying acceptance of the tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.
- **‘The schedule of quantity’** means the schedule of quantity as specified and forming part of this contract.
- **‘Works’** or ‘work’ means the work(s) described in the “Scope of Work” and/or to be executed in accordance with the contract and includes labour, materials, apparatus, equipment of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.
- **‘Month’** means calendar month.
- **‘Week’** means seven consecutive days.
- **‘Day’** means a calendar day beginning and ending at 00 hrs and 24 hrs respectively. Where the context so requires, words imparting the singular only also include the plural and vice versa; and, any reference to masculine gender shall include feminine gender and vice versa.

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

3.0 INSPECTION OF SITE: The bidders are advised to inspect the sites and examine finishes (glass, aluminum composite panel, crystalline glass, Italian marble, granite, tiles, carpets, stainless steel cladding, veneers, laminates, building fixtures/ fittings, etc.) before quoting their rates. It is expected that the bidders will provide high quality services without damaging the existing finishes provided in the various areas of the premises.

- 4.0 CONTRACTOR TO INFORM HIMSELF FULLY:** The service contractor shall be deemed to have carefully examined the work, site conditions including labour availability, various conditions, job requirements, schedules of equipment and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carry out their own investigations to arrive at the rate(s) to be quoted in the tender. In this regard, they will be given necessary information available with the Employer. If the contractor shall have any doubt as to meaning of any portion of the conditions, or the scope of work or any other matter concerning the contract, he shall in good time, before submitting his tender, ascertain the particulars thereof by contacting the concerned officials before tendering.

Once the tender is submitted, the matter will be decided according to contract conditions. For clarifications / Doubts, the contractors may make full use of the pre-bid meeting which would be conducted at State Bank of India, Local Head Office, Guwahati, Dispur, Kamrup Metro Assam-781005 as detailed in the Tender.

- 5.0 WORK TO BE CARRIED OUT:** The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour which may be required for carrying out the work satisfactorily.
- 6.0 SUFFICIENCY OF TENDER:** The Contractor shall have deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rate(s) and price(s) quoted in the Schedule of Quantity, which rate(s) and price(s) shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for carrying out the work.
- 7.0 AWARD OF CONTRACT:** The Bank will award the contract to the successful lowest bidder whose tender has been determined to be substantially responsive and has been determined a successful evaluated tender, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

The Bank reserves the right to increase or decrease the quantum of service to be provided and also reserves the right to cancel or revise any or all the tenders or part of tenders without giving any reasons thereto with no cost to the Bank.

Bank reserve their rights to withdraw/cancel/delete any work in part or whole any time during the currency of contract by giving one month's notice in writing without assigning any reasons thereof and the contractor shall have no right to make any representation for the same.

- 8.0 Signing of contract Documents:** The successful bidder shall be bound to implement the contract by signing an agreement and conditions of contract with the respective establishment of SBI within 15 days from the receipt of intimation of acceptance of the tender by the Bank. However, the written acceptance of the tenders by the Bank will constitute a binding agreement between the Bank and successful bidder whether such formal agreement is subsequently entered into or not.
- 9.0 WORK ORDER:** Within the validity period of the tender, the Employer shall issue a work order by registered post / courier or otherwise handover personally to the contractor to enter into an agreement for carrying out the work as per the terms of the tender. The work order shall constitute a binding contract between the Employer and the Contractor.
- 10.0 CONTRACT DOCUMENT:** On receipt of work order from the Employer, the successful bidder shall be bound to implement the contract and within 14 days thereof, he shall sign an agreement on a non-judicial stamp paper of appropriate value. The contractor shall be furnished, one certified copy of the contract documents as may be forming part of the

tender papers. None of these documents shall be used for any purpose other than that of this contract.

11.0 EARNEST MONEY DEPOSIT (EMD): Rs 1,68,000 (One Lakh Sixty-Eight Thousand) only, to be deposited to the Bank's A/C No. 10242804581 (Name of the Account: - SBI, LHO, PREMISES & ESTATE Department Misc. Deposit account, maintained at SBI, Dispur Branch, IFSC code-SBIN0003030) and submit the deposit voucher copy as proof of deposit the amount as part of the Technical Bid.

12.0 SECURITY DEPOSIT: After finalization of Tender in future, the contractor will have to submit the Performance Bank Guarantee for 2% of contract amount calculated for a period of two years from a Scheduled Commercial Bank other than SBI or Security Deposit in the form of SBI Bank's draft in favour of Assistant General Manager (Premises & Estate), Local Head Office, Dispur, Assam-781006 within a week of receipt of formal communication from the SBI about their successful bid. In case the Vendor fails to perform/commence the contract, the Bank shall invoke the Performance Bank Guarantee [PBG] or forfeit the Security Deposit to recover penalty/damages or any other amount due to the Bank /amount recoverable, the right to invoke the PBG for any noncompliance of the terms and conditions or any financial loss directly or indirectly by any act of commission or omission on the part of the Vendor and/or Vendor's workers, the Vendor shall compensate the Bank such loss fully.

In case the vendor fails to discharge any of his obligation under the agreement upto the level of performance desired, the Bank will have the right to get the job done (at the level of performance desired by The Bank) at its own expense and recover the actual expenses from the amounts payable to the vendor under the agreement.

13.0 Supervision of work: The contractor's authorized representative shall supervise the works. For any negligence of the service employed by the contractor or for any loss or damage caused or occasioned by himself, his agents or workmen in respect of the property of SBI, the contractor shall be personally responsible and shall make good the loss forthwith.

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

14.0 INSURANCE OF WORKS: The contractor shall arrange and pay for policy under the Public Liability Insurance Act, 1991 and keep insured all materials which are or have been declared to be hazardous under the notifications issued or that may be issued from time to time under the above said Act or any Rule framed there under, and which are used during the course of the housekeeping services under these presents.

The contractor shall obtain adequate Insurance Policy in respect of his workmen engaged for the service, towards meeting the Liability of Compensation arising out of death, injury/disablement at work etc. and shall regularly and punctually pay each and every premium as and when the same shall become due during the currency of these presents.

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 Bank. Nothing extra shall be payable on this account.

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

In case of breach, the Bank shall be at liberty to serve notice and rescind the contract along with forfeiting of the security deposit and invoke the Bank guarantee/ performance guarantee if required.

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

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

In case of flooding of site on account of rain or any other cause and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained not withstanding any other provisions elsewhere in the contract.

17.0 WAGES TO BE PAID: The Bank will pay the Contractor 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 works and on satisfactory completion of the work and on submission of the bill along with all the documentary evidence regarding payment of salary to their employees.

All payments by the Bank under this contract will be made at State Bank of India, Local Head Office, Guwahati, Dispur, Kamrup Metro Assam-781005 in Indian Rupees and shall be within 2 to 3 weeks from the submission of bills including period of checking subject to bills being complete in all respects as mentioned in the tender and, in the format, to be mutually agreed.

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

That the terms of this contract have been read by the FM Service Contractor and fully understood by him/ them. The FM Service Contractor shall not be entitled for the payments for the quantities beyond the tendered quantities unless specifically ordered for, by specific instructions with prior approval from the Bank.

The following components should necessarily be present in the pay structure applicable to the Housekeeping service staff:

- Basic Pay
- D.A.
- EPF
- ESIC
- Bonus

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 at their own cost and effect of same may considered while quoting the service charge by the bidder in the price bid format of this tender. However, Bank will only reimburse the above listed component as minimum wage for the workers as applicable.

If the amount quoted as service charge by the bidder in the Price Bids is unreasonable/ unrealistic or with Zero profit margin, based on the statutory payments or otherwise, the Bank reserves the right to reject such bids.

18.0 PROCUREMENT OF CLEANING AND OTHER MATERIALS: All the cleaning materials and consumables as required for the entire scope of work shall be supplied by the Bank.

19.0 UNIFORM: The contractor shall provide New Uniform (with Company's name badge) including Safety Shoes, Helmet, Safety Belt, Hand Gloves, head cap, apron etc. to all its employees deployed in the premises within the quoted rate(s) and no extra payment shall be made to contractor on this account.

20.0 PAYMENT OF BILLS BY THE BANK: Neither any advance nor any loan from any Bank or financial institution shall be recommended on the basis of Work Order or Award of work.

The payment of monthly bills in respect of the captioned Contract shall be paid by respective branches/offices of State Bank of India only after all documents as indicated below are submitted along with the bill:

- PF challan, PF statements and TRRN payment confirmation receipt for the previous month.
- A separate sheet mentioning the names of the staff deputed at SBI Site,
- Wages/Salary amount credited in the Bank's account of individual,
- Amount of PF & ESI Deposited in their respective account. The statement should have the PF number of the staff and the agency shall fix its official seal and signature on the statement.

- A separate covering letter undertaking that the PF amounts have been credited rightly as per the statement enclosed should also be submitted.
- ESIC challan for the previous month along with separate sheet mentioning the names of the staff deputed at SBI Site (name of site to be mentioned) and the amount credited against their account with the ESIC office.
- The statement should have the ESIC number of the staff and the agency shall fix its office seal and signature on the statement. A separate covering letter undertaking that the ESIC amounts have been credited rightly as per the statement enclosed should also be submitted. For staff who are out of the ESIC ambit, clear details of number of people covered under ESIC and Workmen compensation policy shall be indicated.
- The original wages register, signed by your employees deputed to SBI sites, in token of receipt of payment for the previous month, should be submitted for certification of SBI /Bank representative, as the principal Employer, every month.
- Salary Slips of the respective month with detailed break-up, of all the labourers employed in bank premises by the Contractor.

Whenever under the contract any sum of money shall be recovered from, or payable by the contractor, the same shall be paid by the contractor on demand. The Bank may also deduct such amounts from any dues of the contractor, or from any sum which at any time there after becomes due to the contractor under his contract or under any other contract or from his security deposit, in respect of this work or in respect of any other works.

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

21.0 WORK ON SUNDAY AND HOLIDAYS: The contractor has to arrange for engaging his workers on Sunday and holidays, for thorough deep cleaning of the internal and external areas as required by the employer. No Extra payment on this account will be made by the Employer. However, there should be one weekly holiday for each employee on rotation basis and reliever if any required to be arranged by contractor at his own cost.

22.0 ADDITIONAL WORK: Should any new areas of work transpire, which the Employer considers are not envisaged, as being part of this tender, the prices for the new scope of work shall be mutually decided and agreed upon between the Employer and the contractor based on actual rate analysis on established norms. In the event of non-agreement of the rates, the Employer reserves the right to get the same carried out through any other agency so appointed for.

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

The contractor shall give all notices required under the said Act, Rules, Regulations and Byelaws etc. and pay all fees payable to such authority/authorities for carrying out the work towards the cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees etc. and shall indemnify and protect the

Employer and its Employees against such liabilities and/or claim arising out of violation of any such laws, ordinances, orders, decrees and shall defend all actions arising from such claims or liabilities.

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

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

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

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

- Minimum Wages Act, 1948
- Payment of Wages Act 1936
- Workmen's Compensation Act 1923 (Amended), as applicable
- Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971
- Apprentice Act 1961
- Industrial Employment (Standing Order) Act 1946
- Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
- Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- Employees State Insurance Corporation Act
- Shop and Establishment Act, as applicable
- Any other Acts Central or States, that may be applicable or bye law or enactment relating thereto and rules framed there under from time to time.
- Factories Act,
- Employment of Children Act 1938,

- Employers Liability Act 1938,
- Industrial Disputes Act 1947

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

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

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

26.0 CONTRACT PERIOD: The work shall be awarded for a period **of Two year** from the date of commencement of the work subject. Extension/Renewal for 1(One) year if required with similar terms on expiry of the current contract period, within sole discretion of the Bank, on the same terms and conditions subject to satisfactory performance of the Contractor.

The extension/renewal of contract is to the entire discretion of the Bank and cannot be claimed as right of the Contractor.

If the contractor fails to perform any of its duties under this agreement and if the Employer is dissatisfied with the services of the contractor during the contract period or extended period of service, the Employer may terminate the services of the contractor, by issuing one month's notice in writing to winding up.

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

28.0 TECHNICAL AUDIT / SCRUTINY: The Employer shall have right to carry an audit / technical examination of the works and the bill of the contractor including all supporting vouchers, abstracts etc. by any of the persons or organizations as appointed by the Employer.

If as a result of the examination or otherwise any sum is found to have been overpaid or over certified, it shall be lawful for the Employer to recover the sum from any payment due to the contractor for such work.

29.0 INSPECTION BY EMPLOYER:

- a) General: The Employer shall have the right to inspect at all times the performance of the WORKS. The contractor shall make all parts of the WORK accessible for these inspections.

- b) **Rejection of work and Equipment:** The Employer shall have the right to condemn any or all tools, instruments, materials /chemicals, equipment or work which does not confirm to the specifications.

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

30.0 REPORTING AND RECORD KEEPING:

- a) **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.
- b) **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.
- c) **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.
- d) **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.

31.0 FORCE MAJEURE: "Force Majeure" shall mean any event beyond the control of Bank 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:

- War, hostilities, invasion, act of foreign enemy and civil war;
- Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- 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:

- The date of commencement of the event of Force Majeure;
- The nature and extent of the event of Force Majeure;
- 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 obligation 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.

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

33.0 LABOUR: The Contractor shall employ suitable labour to carry out the respective work to the satisfaction of the Bank.

The contractor shall furnish to the Bank at the intervals specified by Bank, a distribution of the number and description of labour employed in carrying out various works /activities.

The Contractor shall submit on every month to the Bank a statement showing in respect of the preceding month:

- The number of labourers employed by them on the work.
- Their working hours.
- The wages paid to them.
- 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
- 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.
- 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.
- The minimum age of the labour employed shall not be below 18 years.
- 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.

- 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.
- 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.
- 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.
- He shall also furnish such returns as are due under the Act to be sent to the appropriate authorities through State Bank of India.
- 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.
- 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.
- 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.
- The contractor shall disburse the wages through credit to their accounts and account statement should be enclosed along with the monthly bill.
- 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 workplace, Bank shall have the right for asking replacement of such workers employed by the contractor.

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

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

shall stand forfeited, besides any other action deemed fit including de-paneling the contractor or debarring them in future tendering process.

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

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

Before commencing the work, contractor submits a 'SAFETY PLAN' to the authorized Bank 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 Bank 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 Bank or its authorized officials to prevent loss of human lives, Injuries to personnel engaged and damage to property and environment.

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

- Safety Helmets conforming to IS-2925:1984
- Safety Belts conforming to IS-3521:1983
- Safety Shoes conforming to IS-1989:1978
- Eye and Face protection devices conforming to IS-8520:1977 and IS-8940:1978.
- Hand and body protection devices conforming to: IS-2573:1975, IS-6994:1973, IS-8807:1978, IS-8519:1977,

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

The contractor shall adopt all fire safety measures.

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

The contractor shall be held responsible for any violation of statutory regulations local, state or central and SBI's instructions, that may endanger safety of men, equipment, material and environment in his scope of work or another contractor's or agency's. 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.

36.0 INDEMNITY BOND: Contractor shall sign an Indemnity Bond in an approved format before starting the work, indemnifying the Bank from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the workplace due to nonadherence to safety codes, not following the standard work procedures and for violating rules and regulations for which the contractor shall be solely responsible.

In case of any damage to property by the contractor, Bank shall have the right to recover the cost of such damages from payments due to the contractor and decision of the Bank 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/Bank 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/Bank official, the Bank 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.

37.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

- a) **Resolution of dispute:** In the event of any question, dispute or differences in respect of contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract arises, the parties may mutually settle the dispute amicably.
- b) **Arbitration:** Any dispute and/or difference arising out of or relating to this contract including interpretation of its terms will be resolved through joint discussion of the authorized representatives of the parties. If the disputes are not resolved by discussions then the matter will be referred for adjudication to the arbitration of a single arbitrator to be appointed by mutual consent of the parties. The arbitration proceedings shall be conducted in State Bank of India, Local Head Office, Guwahati, Dispur, Kamrup Metro Assam-781005 and in English language only and in accordance with the provisions of Arbitration & Conciliation Act 1996 or any statutory re-enactment thereof. The decision of the arbitrator shall be final and binding on the parties.
- c) **Applicable Laws:** The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made thereon from time to time.
- d) **Jurisdiction:** All the suits arising out of the contract shall be instituted in the court of competent jurisdiction situated in Guwahati only and not elsewhere.
- e) **Saving clause:** No suits, prosecution or any legal proceedings shall lie against the **State Bank of India, Guwahati** or any person for anything that is done in good faith or intended to be done in pursuance of tender.

38.0 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.

39.0 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 Bank's approval a schedule of materials that shall be mobilize for the above services wherever applicable. This information shall be submitted with full identification of specific manufacturer's products together with their catalogues.

The contractor shall be required to submit for the Bank's approval a detailed utilization plan and 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 remain neat and clean all the time. The contractor may deploy his labourers in shifts accordingly in keeping with the prevailing labour laws of the state.

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

41.0 INSOLVENCY: The competent authority of the Bank may at any time by giving notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:

- 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 assignment 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

- 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.
- 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 SBI and provided also that the contractor shall be liable to pay the Bank for any extra expenditure, it is thereby put to but shall not be entitled to any gain on repurchased.

42.0 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 bidder or any other persons, not officially concerned with such process, until the notification of contract award is made.

Any effort by the bidder to influence SBI's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Bidder's bid.

43.0 CORRUPT OR FRAUDULENT PRACTICES: The Bank as well as Bidder shall observe the highest standard of ethics during the procurement and execution of such contracts.

- a. "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.
- b. "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 Bidder (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive SBI of the benefits of free and open competition.
- c. "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Bank, designed to establish tender prices at artificial, non-competitive level; and.
- d. "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 Bank will reject a tender for award if it determines that the bidder recommended for award has directly or through an agent engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank will declare a firm or individual as ineligible, either indefinitely or for 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.

44.0 PENALTIES /LIQUIDATED DAMAGES:

- a. The Contractor shall disburse salary to its deployed manpower as per Central Govt. minimum wages Act latest by 07th 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 accompanied by the attendance sheet, salary slips, wage register, EPF

statements & EPF challan & EPF TRRN payment confirmation receipt and ESI statements and ESI challan copy of the preceding month of the contract labours shall be submitted to the Bank along with the bills, sealed and signed by the Contractor or the respective signatory as per board resolution(if applicable) before 15th 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 cashed. The Bank 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 numbers 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 Bank /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 Bank /SBI.
- d. An amount of Rs.3000/- will be levied as liquidated damages per day 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 SBI within 15 days, liquidated damages clause as incorporated in the tender document of the Contractor by Bank will be invoked.
- e. Under any circumstances the collected wastes should not be burnt or dumped inside the campus. In case of any such observation by the Bank, the Contractor shall be penalized up to 5% of the monthly Bill amount which will be deducted from any bills/dues of Contractor.

Bank reserves the right to revise the rate/quantum of penalty to be levied based on assessment by the Bank for non-conformity/deviation of the above.

45.0 PRICE VARIATION CLAUSE:

The rate quoted against service charge in price breakup format by the bidder shall remain fixed and valid for the entire contract period. No escalation/price increase whatsoever shall be considered during this period for this part. Accordingly, contractor has to take due care on this account while quoting the rates.

For the Manpower cost part, which is prefilled in the price breakup format, consequent upon revision of rates of VDA/ Minimum wages by Govt. notification or Amendments in Labour Laws, coming into effect after submission of price bid, if any, and during the currency of the contract, the Contractor shall be reimbursed by SBI for additional expenditure due to such change. However, revised VDA payment will be exclusive of any effect on the service charge.

Such reimbursement by Bank shall be subject to production of documentary evidence by the Contractor of making such payment to the contract labour and depositing with the statutory authorities wherever required, to the satisfaction of Bank and to the extent where such payment is directly attributed to change in VDA / minimum wages and all social security benefits by Govt. Notification / amendments in Labour Laws.

46.0 VALIDITY OF CONTRACT: The contract, if awarded shall be valid for a period of 2 (Two) year from the date of commencement of work. In case of breach of contract or in the event of not fulfilling the minimum requirements/statutory requirement/satisfactory services etc., the Bank shall have the right to terminate the contract forth with at any time in addition to forfeiting the performance security amount deposited by the contractor and initiating necessary action as deemed fit including de-paneling your firm etc. solely at the discretion of the Bank.

The Contractor, even after the expiry of the period of contract will have to provide the service at the discretion of the Bank for a period of another 3 (Three) months or till the selection of the new contractor by the bank whichever is earlier on the same rate and terms and conditions. The Contractor may, after giving three months' notice to the Bank in advance to terminate the contract, if he so desires at any time during the course of the currency of this agreement.

The Contract will be subject to renewal for another 1(One) year upon satisfactory performance with same rate and terms & conditions of the tender, subject to the sole discretion of the bank. The extension/renewal of contract is to the entire discretion of the Bank and cannot be claimed as right of the Contractor.

47.0 ASSIGNMENT AND SUBLETTING: The Contractor shall not assign or sublet the benefits of this contract to any person or entity and in the event of any violation or breach thereof, the Bank may at its discretion but without prejudice to its other rights and remedies terminate this contract.

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

- 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.
- 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).
- 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.
- The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

49.0 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.

The contractor's shall be bound to comply the following provision in terms of **"Restrictions imposed by the Government of India, Ministry of Finance Department of Expenditure under Rule 144 (XI) of General Financial Rules 2017 vide their order no. F. No 6/18/2019/PPD dated 23rd July 2020"** as under:

- a. Any bidder from a country which shares a land border with India will be eligible to bid in this tender ONLY if the bidder is registered with the Competent Authority (registration committee constituted by the Department for Promotion of Industry and Internal Trade).
- b. 'Bidder' (including the term 'bidder', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial judicial person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- c. 'Bidder from a country which shares a land border with India (such a country)' for this purpose means:
 - An entity incorporated, established or registered in such a country; or
 - A subsidiary of an entity incorporated, established or registered in such country; or
 - An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - An entity whose beneficial owner is situated in such a country; or
 - An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or
 - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- d. The beneficial owner for the purpose of (iii) above will be as under:
 - In case of A Company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has a controlling interest or who exercises control through other means. Explanation
 - "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
 - "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

In case of an unincorporated association or body of Individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has ownership of or entitlement to more than fifteen percent of the property or the capital or profits of such association or body of individuals;

Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- An Agent is a person to do any act for another, or to represent another in dealings with third person.
- The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- All bidders need to submit a declaration in this regard. Failure to submit such valid declaration will make the bid liable for rejection."

SCOPE OF WORK

To provide Housekeeping and maintenance service in State Bank of India, Local Head Office, Guwahati, Dispur, Kamrup Metro Assam-781005 for a period of 2 years.

General Description premises: State Bank of India is having the head office at Dispur, Guwahati-781005. The office is spread in eight floors. Total 66 no.s of manpower's are required for regular upkeep and maintenance of the office and other premises.

1.0 SERVICES: Contractor to provide manpower for housekeeping and maintenance services of the premises. The contractor shall be responsible for performance of under noted duties:

1.1 Daily Cleaning: Cleaning, Dusting, Sweeping, and mopping of toilets, cabins, chambers, Banking Hall, passages, pantry, canteen, Stairs, floors, storerooms, record rooms, Glass walls, parking area, changing rooms, lunch rooms, recreation room, A.H.U. rooms, ducts, etc. All furniture Computers, UPS, Printers, Telephones will be cleaned to keep dust free with dry cloth/brushing.

1.1.1 Sweep & Clean

- a. Sweep and clean all floors with broom.
- b. Wet mopping of tiles, vitrified floors, staircases, elevators, floor, sidewalls and podium entrance areas.
- c. Floors shall be cleaned free of stain, dirt, mud, sand, footprints, liquid spills, and other litters without damaging.
- d. Chairs, computers, keyboards, trash, receptacles, and easily movable items shall be moved to clean underneath.
- e. During inclement weather, the frequency of cleaning may increase depending on the situation. When completed, the floors and halls shall have a uniform appearance with no streaks, smears, swirl marks, detergent residue, or any evidence of dirt remaining or water standing.
- f. After sweeping all vitrified floors, areas will be wet mopped with water mixed with disinfectant, cleaning agent for proper hygiene & shine.
- g. Sweep clean of debris from walkways and driveways and hose clean them during appropriate weather and water use conditions.

1.1.2 Vacuuming

- a. Vacuuming all carpets, runners and carpet protectors so that they are free of dust, dirt, lint, mud, etc.
- b. Heavy industrial type vacuum cleaner should be used to ensure adequate cleaning. When completed, the area shall be free of all litter, lint, loose soil and debris.
- c. All chairs, trash receptacles, and easily moveable items shall be moved to vacuum underneath, and then replaced in the original position.

1.1.3 Washroom cleaning including lady's toilet (to be carried out twice daily)

- a. Thorough cleaning and sanitization of toilets, bathrooms, wash basins and shower facilities, using suitable non-abrasive cleaners and disinfectants.
- b. All surfaces shall be free of grime, soap, mud and smudges.
- c. Cleaning of mirrors, glass doors, glass windows, etc.
- d. Supply of clean towels, toilet paper, and liquid soap dispenser filled with liquid soap solution, in all bathrooms shall be performed.

1.1.4 Trash removal

- a. Emptying all wastepaper baskets from all areas, and washing or wiping them clean with damp cloth, replacing plastic wastepaper basket linings and returning to specified locations.
- b. All waste collected from wastepaper baskets will be deposited in the dedicated waste containers placed at the specified position of the building.
- c. Dry & wet garbage would be segregated and dumped into designated area within the premises.
- d. Collection of old newspapers, bundling & shifting to specified place.

1.1.5 Glass Surface Cleaning

- a. All glasses at entrance doors of the premises would be cleaned using damp and dry method.
- b. Glass tabletops, cabin doors, cabin partitions and glass accessories would also be cleaned.
- c. Removal of grease marks or fingerprints on glass counters and partitions. This cleaning is done using approved all-purpose cleaner and lint free cloth or paper towels.

1.1.6 Spot Carpet Cleaning

- a. Spot clean carpets whenever necessary to remove stains, using appropriate products, chemicals, etc.

1.1.7 Damp & Dry Cleaning

- a. Wipe clean all white boards of meeting rooms, conference rooms, workstations, etc.
- b. Wipe clean all table tops of workstations, cubicles and other furniture and fixtures.
- c. Conference Rooms including table and chairs.
- d. Cleaning includes cleaning of Glass Façade, ceiling, marble cladding, carpets, chairs, Service Rooms/ bath/ toilets, etc.

1.1.8 Pantry Service:

Pantry service shall include providing tea and/or coffee and/or drinking water to staff/officials at Branches/ Offices/ Residential complexes as and when required.

1.2 Weekly Cleaning and Other Works

1.2.1 Deep Cleaning

- a. Stairways, surrounding common areas, terraces, generator rooms, AHU Rooms, basements, car parking, etc.
- b. Ceilings, walls, partitions, etc.
- c. Toilets and washrooms.

1.2.2 Window Glass Cleaning

- a. Interior & Exterior glasses will be cleaned on both sides.
- b. Exterior cleaning of the glasses where accessible.
- c. Dusting windowsills and blinds.

1.2.3 Sanitizing

- a. Office desk paper bins would be cleaned and sanitized though the same are also to be cleaned daily.
- b. All washroom dustbins would be thoroughly cleaned and sanitized.
- c. All telephone instruments would be sanitized using disinfectants.
- d. Waste bins from Pantry and Cafeteria areas would also be thoroughly cleaned and sanitized with disinfectants.
- e. Thorough washing of all walls and doors of all toilets with appropriate detergent and disinfectant.

1.3 Fortnightly Cleaning and Other Works

1.3.1 Cleaning, Dusting and Wiping

- a. Cleaning, dusting, and wiping of Electrical items such as Lamp, tube lights, electrical fittings etc.
- b. Cleaning, dusting and wiping of sanitary fittings in the Washroom, ladies' toilets etc.
- c. Cleaning, dusting and wiping of Handles, doors, door closers, fittings, windows, curtains etc.
- d. Cleaning, dusting and wiping of false ceilings, and false ceilings of all lifts.
- e. After Cleaning, dusting and wiping of various items, these shall be free from dirt, grime, dust and marks.

1.3.2 Polishing: All the door handles /doorknobs, hand railings, lift walls, other brass fittings are required to be polished and kept in shining condition by using good quality polishing agents.

1.3.3 Scrubbing: Scrubbing of all floor areas with scrubbing machines.

1.4 Quarterly Cleaning and Other Works

1.4.1 External Façade:

- a. Besides undertaking cleaning of the glasses and glass panes on daily / weekly basis as stated above, the Contractor shall also undertake cleaning of glasses and glass panes, glass windows by engaging suitable and safe measure every three months. It will be the responsibility of the Contractor to ensure that necessary insurance cover is obtained well in advance for their employees.

1.4.2 OTHER REQUIREMENTS TO BE PROVIDED BY THE CONTRACTOR

- a) Movement of furniture and other articles from one place to another within the premises would be provided by the Contractor.
- b) If the Bank suffers any loss on account of non-performance or on account of any act of commission or omission on the part of the Contractor or the persons engaged by him or by reason of his negligence or misconduct in the due discharge of the duties, the Bank will be entitled to recover the loss from the Contractor.
- c) The Contractor shall bear all costs and expenses in respect of all charges, stamp duty, etc. in respect of all Agreements that may be entered into with the Bank to give effect to this agreement and also in respect of Agreement that may be entered into at a later date.
- d) The Contractor shall alone bear all the taxes, rates, charges, levies or claims whatsoever as may be imposed or levied by the State/ Central Government(s) or any local body or authority for and in connection with the rendering services.
- e) The Contractor should possess, for the entire duration of the contract, all the licenses and registrations as may be required under any law and shall be responsible to register himself and obtain a valid license under Contract Labour (Regulation & Abolition) Act, 1970 and comply all the statutory Laws including provisions of Section 16, 17, 18, 72 and 73 of the CL(R&A) Act, 1970.
- f) The contractor would employ separate set of his/her/their own personnel in the age range of years from 18 to 50 years with sound physique free from any contagious disease. They shall also be provided with appropriate uniforms, shoes and identity cards by the Contractor at his own expenses, and the Contractor shall ensure that the workers/labourers are in the complete set of uniform, shoes and identity cards while they are on duty. Any default will lead to penalty per person out of uniform.
- g) The workers/labourers will be the workmen of the Contractor only and there shall be no relation of employee & employer, master & servant etc. between the bearers/ waiters/ workers engaged by the Contractor & the Bank. In no case they shall claim to be the employees of the Bank. Nor they shall claim their wages/ any compensation etc. from the bank as they shall be the sole responsibility/ liability of the Contractor.
- h) The Contractor shall have to engage the services of only major, able, efficient, healthy, honest and well-behaved labour/workers at his cost and responsibility. These persons shall be considered for all legal and contractual purposes as the employees of the Contractor himself. The Contractor will have full control and responsibility for the service conditions, wages, claims, damages, compensation, etc. in respect of employees appointed by him and will also be responsible for the due compliance with all the requirements of all statutory obligations and to pay all claims, costs, damages, expenses, fine or penalties, which may arise out of any claims, suit or prosecution for contravention thereof. The Contractor shall comply with all the statutory laws and local laws like Labour Laws, Payment of Minimum Wages Act, ESI, Employee's P F Act, Insurance Act, etc and the Contractor undertakes, accepts and admits absolute and complete responsibility for service conditions etc as said herein.

- i) The Contractor shall arrange and pay for policy under the Public Liability Insurance Act, 1991 & ensure and keep insured contractor's all materials which are or have been declared to be hazardous under the notifications issued or that may be issued from time to time under the above said Act or any Rules framed there under, and which are used by the Contractor during the course of the services under the contract. The Contractor shall also obtain adequate all risk insurance policy in respect of his workmen engaged for the service, towards meeting the Liability of compensation arising out of death, injury/ disablement at work etc. & shall regularly and punctually pay each and every premium as & when the same shall become due during the currency of the contract and provide a copy to the Bank for record.
- j) No living quarters will be provided by the Bank for the workers. The Contractor will also ensure that his staff does not trespass the office/hostel premises except while on duty.
- k) The Bank reserves the right to review/modify/ alter/ amend all or any of the aforesaid clauses at any time without assigning any reason thereof and the Contractor agrees to the same.
- l) In case, any deficiency noticed in the required services, due to short deployment of any manpower, necessary remedial deductions will be imposed as per special conditions of the contract. If the recurrences of inadequate deployment of manpower happens repeatedly, even after imposing remedial deductions, then such type of act will be considered as 'unsatisfactory performance' and necessary action will be initiated as per the contract terms & conditions.
- m) The reservation for SC/ST/OBC for deployed staffs should be as per Government rule.
- n) Anyone found unsuitable in his actual performance will be liable for a change.
- o) All personnel should submit medical fitness certificate.
- p) All personnel should have working and speaking knowledge of Hindi and local language.
- q) All above staff should be uniformed with shoes and Identity Cards. They, including scavenger, should wear neat and clean dress. Nobody will move in duty hours in dirty dress.

Contractor shall get Character & Antecedents verification certificate from the Police as required by Bank, for their personnel before the commencement of contract and prior to deploy any new persons against replacement/requirement for this service. Necessary approval prior to the deployment shall be obtained from Bank officer in charge.

1.6 Driver:

- a. Vehicle driving as and when required.

BID EVALUATION CRITERIA (BEC)

1.0 MINIMUM ELIGIBILITY CRITERIA FOR QUALIFYING IN TECHNICAL BID:

Only those applicants who possess the following eligibility criteria should apply along with the documentary proof.

- i) The bidder must be an established firm (Company / Partnership / Proprietorship) and minimum 3 years old as on 31.12.2024.
- ii) The bidder must have adequate experience in similar services Housekeeping & maintenance for **minimum 1(one) year** contract period in offices/branches of PSU / nationalized Banks / State and Central Govt. Organizations/ and listed Corporate Entities of repute etc. **during last 7 years (as on 31.01.2024) as under:**
 - 3 numbers similar work of minimum contract value of **Rs 68,00,000** per year.
 - 2 numbers similar work of minimum contract value of **Rs 84,00,000.00** per year.
 - 1 number similar work of minimum contract value of **Rs 1,34,40,000.00** per year
- iii) The Bidder's average Annual Financial Turnover during last **3 (three) Financial years (as on 31.03.2023)** should be at least **INR 50.50.00 lakh**.
- iv) Bidders must submit a copy of PAN registration and copies of ITR for last 3 financial years **(AY: 23-24, 22-23, and 21-22)**.
- v) Bidders must submit a copy of GST registration certificate.
- vi) **The bidder must have a well-established and a functional office in Guwahati, Kamrup Metro district of the state of Assam, date of establishment of which should be minimum 3 years old as on 31.01.2024. The bidder must possess a trade license minimum 3 years old as on 31.01.2024, for housekeeping service in Guwahati, Kamrup Metro district of the state of Assam issued by competent authority and must submit a valid copy as the proof. Failing to submit the valid trade license the bidder will be disqualified in technical scrutiny and price bid of such bidders will not be opened. Kindly note that submitting a rent agreement copy will not be consider as evidence of well-established office within the state of Assam.**
- vii) The bidder must furnish an undertaking with the bid that the bidder shall comply with the Minimum wage policy of Government of India and abide by the terms and conditions for implementing the said policy in letter and spirit.
- viii) **ESI:** The bidder should either submit an independent ESI Code No. (along with supporting documentary evidence thereof) under the Employees State Insurance Act.
- ix) **Labour License:** Bidder should either submit copy of valid Labour License.
- x) **EPF:** Bidder should either submit valid EPF Code no (along with supporting documentary evidence thereof).

- xi) Tenders from Individual / Firms / Organizations including their Partners / Directors who have been blacklisted / prosecuted by any departments / statutory bodies, anywhere in India or by any Court of Law, shall not be considered.
- xii) The cut-off date for reckoning experience would be **31.01.2024**.

2.0 Commercial rejection criteria:

The following vital commercial conditions should be strictly complied with failing which the bid will be rejected.

- i) Bid should be submitted in **Two Bid System** as per **GeM guidelines**.
- ii) Bidders should not indicate/disclose prices in techno-commercial (un-priced bid). In case bidders indicate/disclose prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid, their bids shall be evaluated without giving any cognizance to such prices.
- iii) If the bidder has indicated/disclosed some price in techno-commercial bid (at techno-commercial stage) or at any stage before opening of price-bid, but has not indicated any price in its Price Bid, its offer shall be considered as without any price and thus shall be rejected and in no case price revealed in techno-commercial bid shall be considered for award.

3.0 Acceptance of terms & conditions:

The bidder must confirm unconditional acceptance of General Conditions of Contract and Special Conditions of Contract.

4.0 Other bid rejection criteria:

Offers of following kinds will be rejected:

- i) Offers which do not confirm unconditional validity of the bid for 90 days from the date of opening of bid.
- ii) Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.
- iii) Offers which do not confirm to the contract period indicated in the bid.
- iv) Offers not accompanied with a copy of valid registration certificate under GST Legislation of India.
- v) Offers not accompanied with an undertaking to provide all the necessary compliances/Invoice/ documents required under GST legislation for enabling Bank to avail Input tax (GST) credit (Not applicable for the bidder who are under composition levy)
- vi) Offers not accompanied with the undertaking on the company's letter head and duly signed by the signatory of the bid that all the documents/certificates/information submitted by them against the tender is genuine.
- vii) Bidder shall bear, within the quoted rates, the Personnel Tax as applicable in respect of their personnel and their sub-contractor's personnel, arising out of this contract.

Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract.

5.0 Price Evaluation Criteria:

Evaluation of Bids: Bids will be evaluated based on the 'Total Lump sum Price' quoted on GeM for the entire scope of work including GST and other taxes quote. The bidder shall upload the "Price breakup" on Gem, as per the given format and the total price in the "Price breakup" format shall match with the 'Total Lump sum Price' quoted on GEM.

6.0 Instruction to bidder for submission of Price Bid:

- i) Bidder has to quote on Gem, the total "Lump sum price" for the entire contract period of 2 years for the scope of work mentioned in this tender. The bidder shall work out this total "Lump sum price" as per the "Price Breakup format" given with this tender. The price break up format is consist of mainly two part viz. a) Cost of manpower and b) Cost of service charge.
- ii) The cost of manpower which is prefilled in the price breakup format is calculated based on the Minimum wages amount for different category of staffs as per the Govt. of India Minimum Wage Act W.E.F. 01.10.2023, and includes Basic, DA, EPF, ESIC and bonus as applicable.
- iii) The cost of Service charge for providing the housekeeping and maintenance service as per the scope of work of tender document is to be filled by the bidder in the price breakup format.
- iv) Based on the rates filled by the bidder as mentioned in the above point, the total cost of contract will be automatically calculated in the Price breakup format. The bidder shall quote this total amount on Gem as "Lump sum price".

The service charge to be filled by the bidder on price break up format, should include but not limited to the Contractor profit (**not less than 3.85% or not more than 7% of the total manpower cost**), transportation cost if any of contractor for visiting the sites time to time to supervise and maintain quality of work as desired by Bank, Cost of establishment of offices if any, cost of insurance to be obtained by the contractor as per scope of work, cost of any statutory requirements, taxes etc. No additional payment other than the quoted rates will be paid to the contractor on any account. The Contractor must ensure the supply of minimum 2 pair of Winter Clothes (Both Ladies and Gents), 2 pair of Uniforms (Both Ladies and Gents), 2 pair of Shoes (Both Ladies and Gents) on yearly basis along with the necessary protective gears (Both Ladies and Gents) as per the nature of work on time-to-time basis. The expenses of the same must be borne by the Contractor which is not reimbursable by the Bank.

The Minimum wages amount are already prefilled in Price break up format for different category of staffs as per the Govt. of India Minimum Wage Act W.E.F. 01.10.2023 which includes Basic, DA, EPF, ESIC and bonus components. However, if the bidders want to add any component other than the above mentioned components, to have better staff, they have to consider the rate for such component within the service charge to be filled by them. Bank will not pay additional cost for any such component bidders may want to add with the Minimum wage of the worker.

- v) Consequent upon revision of rates of VDA/ Minimum wages by Govt. notification or Amendments in Labour Laws, coming into effect after submission of price bid or revised price bid, if any, and during the currency of the contract, the Contractor shall be reimbursed by SBI for additional expenditure due to such change.
- vi) Such reimbursement by Bank shall be subject to production of documentary evidence by the Contractor of making such payment to the contract labour and depositing with the statutory authorities wherever required, to the satisfaction of Bank and to the extent where such payment is directly attributed to change in VDA / minimum wages and all social security benefits by Govt. Notification / amendments in Labour Laws.
- vii) Bidders are required to ascertain themselves, the prevailing rates of GST and all other taxes and duties as applicable on the scheduled date of submission of Price Bids and SBI would not undertake any responsibility whatsoever in this regard.

7.0 PURCHASE PREFERENCE POLICIES

PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES POSSESSING VALID UDYAM REGISTRATIONS CERTIFICATE AS NOTIFIED VIDE GAZETTE NOTIFICATION NO. S.O. 2119 (E) DATED 26.06.2020 (AS AMENDED) ISSUED BY MINISTER OF MICRO, SMALL AND MEDIUM ENTERPRISES

- i) In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.
- ii) Provisions such as seeking support from another company, submission of JV/consortium bid, etc, wherever allowed and available to large companies in the tender document shall also be available to MSEs. However in order to avail the benefits reserved for MSEs i.e. purchase preference, the MSE bidder shall have to rely on their own strength or on the strength of another MSE only to meet the various tender requirement including technical and financial evaluation criteria. In cases of support from MSE, the supporting MSE(s) shall have to fulfil all the obligations prescribed for a supporting company as per BEC conditions. Further, in case of bid from incorporated JV/consortium, in order to avail the benefits, all the members of the bidder i.e. Incorporated JV / consortium shall have to be MSEs

8.0 List of documents to be submitted with technical bid:

The vendors should possess the following supporting documents and must submit self-attested photocopies of the following supporting documents along with the filled in application form of this tender with the technical Bid for the work:

- i) PAN Card in the name of the proprietor/firm/company.
- ii) Goods & Service Tax (GST) registration certificate.
- iii) Documents supporting Applicant's average Annual Financial Turnover during last 3(three) years for minimum **INR 50.50 lakh**.
- iv) Income Tax return for **last 3 (three) financial years**.
- v) Work order & completion certificate or satisfactory in operation certificate from the clients whose work has been undertaken during last 7 years **(as on 31.01.2024)** as per the qualification criteria given in BEC of this tender.

- vi) Document as proof of year of Establishment of the firm with not less than 3(three) years **(as on 31.01.2024)**.
- vii) Valid Trade License issued by competent Govt. agency of the state of Assam not less than 3 years old **as on 31.01.2024**.
- viii) Applicants registered under MSME should submit copy of valid registration certificate of relevant category for claiming any exemption as per GoI policy.
- ix) Copy of Valid EPF certificate.
- x) Copy of Valid ESIC certificate
- xi) Copy of Valid Labour license.
- xii) Filled up Application form.
- xiii) Undertaking on the company's letter head and duly signed by the signatory of the bid that all the documents/certificates/information submitted by them against the tender is genuine as per annexure-1.
- xiv) Undertaking that the bidder shall comply with the Minimum wage policy of Government of India and abide by the terms and conditions for implementing the said policy in letter and spirit as per annexure-2.
- xv) The near relatives of employee or employees of the Bank are prohibited from participation in this tender. The vendor shall have to submit an undertaking to the effect that his/their no near relative or relatives is/are employee(s) of the Bank as per annexure-3.
- xvi) Undertaking that the bidder Individual / Firms / Organizations including their Partners / Directors are not blacklisted / prosecuted by any departments / statutory bodies, anywhere in India or by any Court of Law.

APPLICATION CUM TECHNICAL BID FORM

(Please strike-off which is not applicable.)

1.	a) Name of the applicant/organization	
	<p>Full Postal Address of the Firm (Within the state of Assam)</p> <p>Contact Details</p> <p>(i) Phone No.</p> <p>(ii) Mobile No.</p> <p>(iii) E- mail address.</p>	
2.	<p>Year of establishment</p> <p>Please enclose documentary evidence</p>	
3.	<p>Constitution of Firm</p> <p>Enclose certified copies of documents as evidence. Sole proprietorship/ Partnership /Private Ltd. / Ltd. Co. / Any other (Please specify)</p>	
4.	<p>Name of the Proprietor / Partners / Directors of the organization / firm</p> <p>Enclose certified copies of document as evidence.</p>	
5.	<p>Category of Proprietor / Partners / Directors of the organization / firm (Gen/OBC/MOBC/SC/ST)</p>	
5.	<p>Name/s of authorized signatory with designation</p>	
6.	<p>Mode of Authorization</p> <p>Enclose certified copies of document as evidence Resolution / Partnership Deed / Registered Power of Attorney / Proprietor / Any Other (Please specify)</p>	
7.	<p>Details of registration whether proprietorship firm, partnership firm, company, etc. Name of registering authority, date and registration number (Note: partnership firms not registered with the appropriate authority need not apply), if any</p>	

	Enclose certified copies of document as evidence.	
8.	Details of valid Trade License issued within state of Assam not less than 3 years old as on 01.06.2023 as a proof of established office in Guwahati, Kamrup Metro in the state of Assam.	
9.	Whether registered with Govt. /Semi Govt. / Banks / PSU or any other public organization and if so, since when? (Enclose certified copies of document as evidence).	Yes/No Name of Organization:
10.	Number of years of experience in the field and details of work in any other field	
11.	Annual Turnover of the organization for the last 3 (three) financial years. (Average Annual Turnover for the last 3 years must be minimum Rs 50.40 Lakh)	
12.	Banker's Details (i) Banker's Name (ii) Full Postal Address (iii) Telephone No. (iv) Account No. (v) Type of Account	
13.	PAN No. (Income tax) Enclose certified copies of document as evidence	
14.	Goods & Service Tax (GST) No. Enclose documentary evidence	
15.	Whether last three years IT returns filed (enclose certified copies of the IT returns of the last 3 FY)	
16.	Details of similar works in operation/completed to be entered in Annexure -4 along with copies of work completion /in operation certificates, work orders and completion certificates.	
17.	Details of Key Personnel Permanently employed.	

18.	Furnish the names of 3 responsible persons along with their designation, address, telephone no., etc., for whose organization, you have completed / in operation for similar jobs and who will be in a position to certify about the performance of your organization.	
19.	Whether any Civil Suit/litigation arisen in contracts executed during the last 10 years. If yes, please furnish the name of the employer, nature of work, contract value, work order and brief details of litigation. Give name of the Court, place, and status of pending litigation. Attach a separate sheet if required.	
20.	Information relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed of during the last ten years by an arbitrator. If so, the details of such litigation are required to be submitted. (The Tenders from Individual / Firms / Organization including their Partners / Directors who have been blacklisted/prosecuted by any departments / statutory bodies, anywhere in India or by any Court of Law, shall not be entertained).	
21.	Please mention whether your any relative(s) is (are) working in the State Bank of India with the name, relationship, address etc.	Yes/No If yes, please submit the details of the Bank's employee separately.
22.	Registration details for the EPF / ESI / Labour License / Trade License details under the Labour Contract Act as applicable.	

I/We have read and understood the terms and condition of the tender document and this Application form along with Annexure and my/our firm fulfills the ELIGIBILITY CRITERIA FOR QUALIFYING IN TECHNICAL BID described in this BEC of this document.

(SIGNATURE OF AUTHORIZED SIGNATORY)

ANNEXURE-1

Declaration by Applicant:

I/We hereby confirm and certify that the information given above is correct and true and the enclosures annexed herewith are genuine to the best of my / our knowledge.

I/We are authorized to sign and submit these documents.

I /We understand that if any stage it is found / noticed by SBI that any information thus provided by us is untrue / incorrect partly or fully and in case of receipt of adverse / unsatisfactory report from other clients / Bankers, SBI may not consider our application or may take any appropriate action against us.

I /We also understand that partly / wrongly filled application and / or applications not on prescribed pro-forma and / or applications not accompanying relevant documents / enclosures / annexed documents may be liable to be summarily rejected by SBI.

I / We understand that this is merely an application & does not entitles me /us to be necessarily qualified in Technical Bid by SBI and SBI reserves the right to reject all and / or any application without assigning any reason whatsoever.

All the terms & conditions etc. mentioned in this Tender are acceptable to us.

(SIGNATURE OF AUTHORIZED SIGNATORY)

NAME:

SEAL OF THE FIRM

PLACE:

DATE:-

Note: Please enclose all the Annexure with relevant supporting documents duly self-attested.

ANNEXURE-2

Undertaking to comply Minimum wage policy of Government of India

We hereby certify that we have gone through the tender document, and we have fully understood the conditions herein. We hereby assure that we will comply with the conditions and submit monthly compliance statements regarding minimum wages and other Labour related statutory formalities like PF, ESI, Medclaim, Insurance etc. we further undertake those wages/salaries of the workers to be engaged for any month will be paid within 07th of the following month, irrespective of the release of payment of the related invoice(s) by SBI.

Place :

Signature with seal of the Firm /Company

Date:

Name in block letters:

Address

ANNEXURE-3

DECLARATION OF NEAR RELATIVES OF SBI EMPLOYEES

I/We.....S/o/D/o.....
.....Residing at.....hereby certify that none of
our relatives(s) as defined in the Tender document is/are employed in SBI as per details
given in tender document. In case at any stage, it is found that the information given by me
is false/incorrect, SBI shall have the absolute right to take any action as deemed fit, without
any prior intimation to me.

(The near relatives are members of a Hindu undivided family/husband and wife/ the one
related to the other in the manner as father, mother, son(s) and son's wife (daughter- in-
laws), daughter(s), husband (son-in-law), brother(s) and brother's wife, sister(s) & sister's
husband (brother-in-law) etc.

Place:

Signature with seal of the Firm/Company

Date:

Name in Capital Letters:

Address:

ANNEXURE- 4

List of clients whose work has been undertaken/in operation for the last 7 years (copy of work orders and Completion certificates to be attached):

Sr. No.	Name of the Client, Location, and Name and Mobile No. of Contact Person	Details of services	Number of Employees engaged
1			
2			
3			
4			
5			

Signature of Authorized Representative _____

Name of Authorized Representative _____

Date: _____

Place: _____

Note: SBI may make telephonic or written inquiries about the work done, including satisfaction of the client, and may also visit the client sites. Vendors should note that by providing the names of the clients in this form, they are authorizing SBI to make inquiries about them with those clients.

ANNEXURE- 6

UNDERTAKINGS / DECLERATIONS TO BE PROVIDED BY THE BIDDERS:

To
Assistant General Manager
State Bank of India
Local Head Office, Guwahati
Dispur, Kamrup Metro
Assam- 781005

Sr. No.	Description	Undertaking / Declaration / Confirmation (Yes/No)
1	I/We have Valid EPF and copy of same is submitted with technical bid.	
2	I/We have Valid ESI code and copy of same is submitted with technical bid.	
3	I/We hereby undertake that I/We shall comply with minimum wage of Central Govt. and abide by the terms and conditions for implementing the said policy in letter and spirit.	
4	I/We undertake that I/We submitted an undertaking on the company's letter head and duly signed by the signatory of the bid that all the documents/certificates/information submitted by us against the tender is genuine.	
5	I/We undertake that we have a well-established and functional office in Guwahati , Kamrup Metro, in the state of Assam and submitted a copy of trade license issued by the appropriate authority of Guwahati, Kamup Metro the state of Assam as a proof of establishment of office is not less than 3 years old as on 31.01.2024, along with a latest Utility Bill of the premises.	
6	I/We undertake that I/We submitted an undertaking an undertaking to the effect that his/their no near relative or relatives is/are employee(s) of the Bank.	
7	I / We hereby undertake that I/We will submit copy of valid Labour License	
8	I/We undertake that I/We submitted an Undertaking that the bidder Individual / Firms / Organizations including their Partners / Directors are not blacklisted / prosecuted by any departments / statutory bodies, anywhere in India or by any Court of Law.	
9	I/We have valid GST Registration certificate under GST Rules and copy of same are enclosed with our offer	
10	I/We hereby undertake to provide all the necessary compliances/Invoice/ documents required under GST legislation for enabling SBI to avail Input tax (GST) credit	

11	I/We, hereby confirm unconditional acceptance of General Conditions of Contract given and Special Conditions of Contract given of the tender document.	
12	I/We, hereby confirm unconditional validity of our bid for 90 days from the date of opening of bid.	
13	"I/We hereby declare and accept that if we withdraw or modify our Bid during the period of validity, or if we are awarded the contract and we fail to sign the contract or fail to submit the performance security before the deadline defined in the NIT, we will be suspended for the period of two years".	
14	I/We hereby confirm that we have filled up the price break up format given with this tender document and uploaded it on Gem with the Price bid only.	
15	I/We confirm that the Total lump sum price calculated as per the Price break up format is exactly same with the Lump sum price quoted on GEM.	
16	I/We hereby confirm that we have not uploaded the filled-up price break up format with Technical bid on Gem.	
17	I/We undertake that I/We submitted an Undertaking that the bidder Individual / Firms / Organizations including their Partners / Directors have no pending complains/claims/litigation for non-compliance of any norms of any nature of the acts mentioned in Annexure-I of the Service Level Agreement.	

(SIGNATURE OF AUTHORIZED SIGNATORY)

NAME:

SEAL OF THE FIRM

PLACE:

DATE:-